

Tap Electric General Terms and Conditions

Version dated November 25, 2022

These General Terms and Conditions can be accessed at www.tapelectric.app/documents/terms.pdf as a PDF file. If the user wishes to install the Tap Electric app, the user agrees to these General Terms and Conditions.

Changes with respect to the previous version dated May 1, 2021:

- Section 13 Charging for Connected Account Holders
- Section 15 Payouts

1. Definitions relating to Tap Electric and the Tap Electric application

The following definitions are used in this document.

- 1.1. **Conditions:** these general terms and conditions, including any appendices, relating to the use of the Tap Electric app and access therewith to any charging infrastructure.
- 1.2. **Charge point operator:** the operator of the chargers listed in the Tap Electric app
- 1.3. **iOS:** the Apple iPhone Operating System for mobile devices
- 1.4. **Android:** the Google Android Operating System for mobile devices
- 1.5. **Tap Electric:** Tap Electric B.V., a private limited company (*besloten vennootschap*) registered at the Dutch Chamber of Commerce (*Kamer van Koophandel*) under registration number 80990819, having its registered office (*statutaire zetel*) in Amsterdam, The Netherlands.
- 1.6. **Tap Electric App:** the iOS and Android application offered by Tap Electric, with which the user can access charging infrastructure to charge their vehicle.
- 1.7. **Charging Services:** all charging services enabling an End User to perform a Charge Session at a Charge Station via a Token, including but not limited to:
 - the supply of car electricity to an EV;
 - the granting of usage rights for the parking space in front of the respective Charge Station;
 - the withdrawal of car electricity for an EV; and
 - the forwarding of measured values and billing of the charging capacity supplied. \
- 1.8. **Charge Session:** a process during which an EV is charged by means of the Charging Services provided by the various parties involved.
- 1.9. **CSO:** charge station owner
- 1.10. **EMSP:** an e-mobility service provider that is purchasing the Charging Services from Tap Electric and reselling it to its End Users and who, including its End Users, is granted access to the Charge Stations via Tap Electric.
- 1.11. **End User:** a natural person or legal entity who has a Token and a contractual relationship with an EMSP

- 1.12. **Token:** the means issued by the EMSP by which an End User can identify itself at a Charge Station to start a Charging Session in name and on behalf of the EMSP
- 1.13. **Connected Account Holder** Tap Electric User with a registered Connected Account, collecting payments for charging sessions using Tap Electric
- 1.14. **The Parties** Connected Account Holder and Tap Electric

2. Installation, operation and use of the Tap Electric app

- 2.1. Tap Electric distributes the Tap Electric app via the Apple App Store and Google Play Store. To be able to use the Tap Electric app, the user must visit one of these stores and agree to their terms and conditions of use. Clause 11 (exclusion of liability) applies *mutatis mutandis* to that contract.
- 2.2. The Tap Electric app can be downloaded onto a mobile device that uses a recent version of iOS or Android and contains the hardware necessary to run the app.
- 2.3. The user may open an account or log in as a guest. If an account is opened, the user will independently and at any time, be able to change their personal account settings, such as payment details and data regarding their electric vehicle. In order to open an account, the user must have a valid email address.

3. Right of use

- 3.1. Tap Electric grants the user permission to use the Tap Electric app indefinitely to:
 - 3.1.1. Find and review chargers
 - 3.1.2. Obtain access to the chargers, such as starting, stopping and paying for the use of the chargers.
- 3.2. The license to use the Tap Electric app is non-transferable. The following actions are prohibited while using the app:
 - 3.2.1. Making the application available to third parties via a peer-to-peer or other network or in any other matter;
 - 3.2.2. Leasing out or selling the application
 - 3.2.3. Granting a sub-license to use the application; and
 - 3.2.4. Modifying the application, reverse engineering the source code and/or using the application to develop derivative works.
- 3.3. Tap Electric shall be entitled to terminate the license immediately and at any time if the user violates these conditions or misuses the application, or if the decision is taken to decommission the application.

4. Misuse of the application

- 4.1. Misuse is defined as: using the Tap Electric app in any manner that is not described in these Conditions, as well as using the Tap Electric app in such a way that it infringes upon the rights of one or more third parties. Misuse of the application is a criminal offense. We may report misuse at any time to the police and/or public prosecutor's office.

5. Use of information / Privacy

- 5.1. By installing the Tap Electric app, the user agrees to having the information they enter processed, stored and used to the extent reasonably necessary for the proper operation of the Tap Electric app, further development of the app and the offering of access to the charging infrastructure via the Tap Electric app. Tap Electric shall process, store and use the information provided by the user in accordance with all applicable laws.
- 5.2. The user will receive administrative communications from Tap Electric using the email address or other contact information provided by the user for their Tap Electric account. The user may also receive promotional or product emails from Tap Electric and hereby agree to receive these. The user can unsubscribe from these emails at any time by using the unsubscribe mechanism provided in the emails.

6. Location data

- 6.1. For the Tap Electric app to operate optimally, Tap Electric asks the user for access to the device's location. Tap Electric can use this information to guide the user to specific chargers. It may also be used to verify and improve on charger metadata. This data is tracked in anonymized form.

7. Indemnification

- 7.1. By installing the Tap Electric app, the user agrees to indemnify Tap Electric, its directors, supervisory directors, employees, investors, contractors and contractual counterparties against any liability to, or claims instituted by, third parties that arise as the direct or indirect consequence of the user's culpable failure to satisfy these conditions. The user hereby waives any right of recovery they have in respect of the aforementioned parties.
- 7.2. The user is aware of, and agrees that, they bear the risk of using the Tap Electric app. Tap Electric accepts no liability in respect of said use. The usefulness and quality of the Tap Electric app depends on its being used properly by the user. Tap Electric does not guarantee the operation or quality of the Tap Electric app or the correctness or accuracy of the information provided by the Tap Electric app. Tap Electric is not obliged to update or maintain the Tap Electric app. The foregoing is related to, *inter alia*, the fact that the Tap Electric app is dependent on the use of the internet, as well as the possibility of receiving text and other messages, as well as the mobile device, mobile networks and other networks and third-party services being in good working order. To facilitate the operation of the Tap Electric app, the user will be responsible for, *inter alia*, the following:
 - 7.2.1. The correct provisioning of information, including (but not limited to) their email address, information about their electric vehicle and their payment details;
 - 7.2.2. Misuse of the Tap Electric app upon loss or theft of the mobile device;
 - 7.2.3. The use of device location access functionality in the Tap Electric app.

8. Changes to the application

- 8.1. Tap Electric is entitled to change the Tap Electric app, for example in the case of an update or when so prompted by other changes in the application or to the applicable laws or their interpretation, as well as to discontinue or terminate the app without any prior notice being required. Tap Electric shall not be liable for any harm or loss that ensues, or is alleged to have ensued, from such change, discontinuation or termination.

9. Intellectual property

- 9.1. The user is aware that the Tap Electric app contains information of which Tap Electric is the owner, including processes, work methods, software, drawings, texts, designs and know-how, including but not limited to the rights referred to in the Dutch Copyright Act 1912, the Benelux Convention on Intellectual Property, the European Union Trademark Regulation, the Dutch Patents Act 1995, the European Patent Convention, the Uniform Benelux Act on Designs and Models, the Dutch Neighbouring Rights Act, the Dutch Protection of Original Topographies of Semiconductor Products Act, the Dutch Databases (Legal Protection) Act, and the regulations relating to said acts (if not yet mentioned).
- 9.2. The user shall respect these rights and use the aforementioned information exclusively for the ordinary use of the application as described in these conditions.

10. Charging for Drivers

- 10.1. The Tap Electric app will enable the user to start, stop and pay for charging at the chargers.
- 10.2. When using the chargers, the user shall comply with all requirements applicable to charging; specifically the required imposed by Tap Electric as well as any statutory safety and other requirements.
- 10.3. Tap Electric does not guarantee charging infrastructure density and/or the adequate availability of chargers. Neither does Tap Electric guarantee that the chargers will be operational at all times without any disruption and/or failures or that these will be available.
- 10.4. Tap Electric shall at all times be entitled to remove one or more chargers without any prior notification being required.

11. Charging for Connected Account Holders

- 11.1. Tap Electric will purchase Charging Services from Connected Account Holders, and, either directly or indirectly, resell such Charging Services to End Users, constituting an A-B-C transaction. These transactions take place through the following chain of supply contracts:

CSO > (where applicable: CPO) > Tap Electric > (where applicable: EMSP) > End Users

- 11.2. The Connected Account Holder grants Tap Electric, and, indirectly, EMSPs and End Users, the option to charge EVs using Tokens. To that effect, the Connected Account Holder legally performs all the Charging Services necessary under this Agreement for Tap Electric and grants Tap Electric all the rights necessary for providing Charging Services to EMSPs and/or to End Users.
- 11.3. Tap Electric may assume the role of a CPO solely in the external relationship with its contractual partners, such as EMSPs, and offer such parties Charging Services in its own name and for its own account.
- 11.4. The Connected Account Holder, as a CSO and/or CPO, shall ensure that it, in respect of its Charge Stations and the Charging Services provided to Tap Electric:
 - 11.4.1. has the necessary approvals and licenses, including all approvals and licenses for using and connecting to the public grid;
 - 11.4.2. complies with all applicable laws, regulations, requirements, guidelines and technical specifications, including all requirements and conditions for using and connecting to the public grid and the measurement of electricity;
 - 11.4.3. maintains technological and safety industry standards, including regular checks of the proper condition and hazard-free operation of its Charge Stations and compliance with all maintenance and inspection intervals;
 - 11.4.4. maintains an uninterrupted power supply to the Charge Stations; and
 - 11.4.5. provides a help desk service for End Users that is available during local business hours.
- 11.5. Customer shall defend, indemnify, and hold harmless Tap Electric against any third-party claim, suit, or proceeding arising out of, related to, or resulting from Customer's breach of clause 11.4.
- 11.6. The Parties acknowledge and agree that all claims on the basis of or in connection with Charging Services provided by Tap Electric should be initiated against the direct contractual partner of the respective supplier through the contract supply chain as detailed in clause 11.1, i.e. claims of an End User should be initiated against the EMSP, claims of the EMSP against Tap Electric, and claims of Tap Electric against the Connected Account Holder.
- 11.7. The Parties agree that that no energy laws or regulations apply in connection with the Charging Services provided as described in this clause 4 in any of the jurisdictions applicable to the Charge Stations. Customer shall notify Tap Electric if any of the services provided to Tap Electric give rise to any energy laws or regulations being applicable and Customer will comply with such laws and regulations at its own expense. If, for whatever reason, Tap Electric is held liable by a third party for any obligations or expenses pursuant to energy laws or regulations being applicable, Customer shall fulfil these obligations and expenses on behalf of Tap Electric towards the respective third party, without being able to assert a claim against Tap Electric for reimbursement of such expenses.

12. Liability

- 12.1. A charger operates with the assistance of requisite communication infrastructure (which may or may not be publicly owned), such as mobile and other internet connections. Tap Electric does not warrant that such infrastructure will operate without disruptions or failures. Tap Electric does not assume responsibility for the access and use of the infrastructure.
- 12.2. The user shall be liable for any harm or loss resulting from the inexpert or careless use of a charger and shall indemnify Tap Electric against any third-party claims

relating thereto. The user shall also indemnify Tap Electric against any third-party claims relating to conduct or circumstances for which the user bears the risk and/or expense.

- 12.3. Tap Electric shall be liable for any harm or loss the user incurs as a consequence of Tap Electric's culpable failure to perform its contractual obligations to the user, subject to the condition that, within 10 business days after the date on which the user discovers, or could reasonably be expected to have discovered, the failure to perform or wrongful act, the user notifies Tap Electric of same in writing, thereby to the extent legally required, serving Tap Electric with notice of default and affording Tap Electric a reasonable time to perform its obligation or rectify its wrongful act.
- 12.4. The liability referred to in the previous paragraph of this clause shall - if and to the extent possible and with due observance of mandatory liability law - be limited to damages for direct harm or loss. Tap Electric will not be liable for any loss of business, use profit, anticipated profit, contracts, revenues, goodwill or anticipated savings; loss of data or use of data; or damage to the user's reputation or any costs relating thereto.
- 12.5. Tap Electric shall not be liable for any harm or loss the user may incur as a result of being unable to charge (or fully charge) the electric vehicle or as a result of the use or operation of a charger. Tap Electric shall not be liable if an electric vehicle cannot be charged (or safely charged) due to a defect in the electric vehicle and/or any of the auxiliary equipment used, such as charging cables.
- 12.6. The restrictions listed in the previous paragraphs of this clause shall lapse if and to the extent that the harm or loss is the consequence of an intentional act or omission (*opzet*) or gross negligence (*grove schuld*) on the part of Tap Electric.
- 12.7. Tap Electric shall not be held liable to perform any obligation if it is prevented from doing so as a result of *force majeure*.

13. Costs

- 13.1. The Tap Electric app can be downloaded free of charge.
- 13.2. A fee is charged per charging session for access to the charging infrastructure. That fee consists of one or more of the following components:
 - 13.2.1. Fixed starting fee (amount dependent on the charger and power purchased)
 - 13.2.2. Variable charging rate (hourly rate or per-kWh rate) (amount may be dependent on the charger and the charging power purchased).
 - 13.2.3. Possible transaction fees, depending on the payment method.
 - 13.2.4. Possible connection charges, for the time that the vehicle is not being charged but is still connected to the charger.
- 13.3. In addition to the fee the CPO charges for access to the charging infrastructure, charging is also subject to a fee by Tap Electric for providing charging services. This fee is paid by the End User, not the CPO.
- 13.4. Prior to the charging session, the End User will be informed about the specific fees involved with charging at the relevant charger.

14. Payment

- 14.1. Payment can be made by means of a payment service, through Tap Electric's payment service provider Stripe. Tap Electric may use Stripe for:
 - 14.1.1. Direct debit collection: charging fees will be collected via direct debit per charging session from a bank account which the user has authorised a payment service to debit
 - 14.1.2. Credit card: charging fees will be charged to the user's credit card. Tap Electric may reserve an amount before the charge session, which will be (partially) released after the charge session has completed. If this reservation does not cover the final amount of the charge session, an additional payment to cover the complete charge will be done.
 - 14.1.3. Subscription payments: charging and subscription fees will be charged to the user's credit card. Tap Electric may reserve an amount before the billing month, which will be (partially) released after the billing month has completed. If this reservation does not cover the final amount of the billing month, an additional payment to cover the complete charge will be done.
- 14.2. Stripe's own terms and conditions apply to payments made via their payment service.

15. Payouts

- 15.1. Tap collects the Total Price of a charge session from the Driver in accordance with the Payments section of this agreement.
- 15.2. In order to receive a Payout the user must have a valid Payout Method linked to their Tap Electric account. When the user adds a Payout Method to a Tap Electric account, they will be asked to provide information such as name, billing address, and financial instrument information either to Tap Electric or its third-party payment processor(s). Depending on the Payout Method selected additional information may be required. Providing requested information is required for a Payout Method to be valid. The information Tap Electric requires for a valid Payout Method may change, and Tap Electric may request additional information at any time; failing to provide requested information may result in Tap Electric temporarily placing a hold, suspending, or canceling any Payout until the information is provided and, if necessary, validated. The user authorizes Tap Electric or its third-party payment processor(s) to collect and store their Payout Method information. Tap Electric may also share the user's information with governmental authorities as required by applicable law.
- 15.3. The user's Payout shall be the sum of all charging sessions at their chargers according to the rates that the user has set per Location, less applicable fees like Tap Electric service fees and applicable taxes. Currently, Tap Electric does not charge any fees to charger owners, but reserves the right to do so in the future.
- 15.4. Tap Electric makes available to Connected Account Holders and Location Administrators the option to split the revenues of each charger session. Tap

Electric will execute such payments at the instruction of one or more members of the Host Team and is not responsible for any losses related to errors or omissions made by the Hosts in providing such payment instructions.

- 15.5. Tap Electric shall issue self-billing (credit) invoices to charger owners for the Charging Services (electricity) purchased by Tap Electric from the Owner, and Owner hereby authorizes Tap Electric to issue such invoices. Tap Electric sends each involved Account holder this invoice summarizing all transactions, including all pertinent information of each transaction: date, time, location, energy consumed, price including applicable taxes, and, where applicable, split payout details.
- 15.6. The Parties acknowledge and agree that Charging Services are a composite supply of electricity and therefore will be treated as the delivery a good for VAT purposes in all applicable legal jurisdictions.
- 15.7. When the Connected Account Holder acknowledges that they will be selling electricity on a structural basis, the Parties acknowledge and agree that each party involved in the supply chain detailed in clause 11.1 is a reseller of electricity and qualifies as a taxable dealer within the meaning of article 38 of the EU VAT Directive 2006/112, except for the End User. When the Connected Account Holder does not have a VAT number, for example due to being a registered charity, Tap Electric will collect and file VAT on the entire transaction amount. When the Connected Account Holder indicates that they will not be selling electricity on a structural basis, Tap Electric will not collect any tax on their behalf on the reimbursement tariff specified by the Connected Account Holder. Tap Electric will in this case only collect VAT on any transaction fee or subscription fee collected from the driver in accordance with the Costs section of this Agreement. Possible example of non-structural sale of electricity could be occasional guest usage of a personal charger. The Connected Account Holder should consult with their tax advisor when making the decision to specify whether they are selling electricity on a structural basis or not. Tap Electric is not responsible for any such decision and disclaims all liability in this regard.
- 15.8. Payout Methods may involve the use of third-party payment service providers such as Stripe. Although Tap covers all relevant transaction fees associated to the Charging Services, these service providers may charge the user additional fees when processing Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and Tap Electric is not responsible for any such fees and disclaims all liability in this regard. All terms of use of the relevant payment service provider apply.
- 15.9. For Stripe payouts, Tap Electric will generally initiate Payouts to the user's registered Stripe account on the 1st day of each calendar month. Typical processing time is 3 days, so generally payments should arrive at the user's Stripe account by the 4th day of each calendar month. Payout timing from the user's Stripe account to their selected Payout Method can be managed from within their Stripe account. Stripe's own terms and conditions apply.

- 15.10. Tap Electric will remit the user's Payouts in the currency of the location where the session took place. Note that Tap or their third-party payment service provider may impose currency conversion or other fees based on the selected payout options, and Tap Electric is not responsible for any such fees and disclaims all liability in this regard.
- 15.11. Tap Electric may temporarily place a hold, suspend, or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or completing an investigation; or if we are unable to verify the user's identity, or to obtain or verify requested information. Furthermore, Tap Electric may temporarily place a hold on, suspend, or delay initiating or processing any Payout due to the user under the terms of this Agreement as a result of a Force Majeure Event (as defined in this Agreement).
- 15.12. For compliance or operational reasons, Tap Electric may limit the amount of a Payout. If the user is due an amount above that limit, Tap Electric may make a series of Payouts (potentially over multiple days) in order to provide the full Payout amount.
- 15.13. Tap Electric is not responsible for any loss suffered by the user as a result of incorrect Payout Method information provided by the user.

16. Other provisions and applicable law

- 16.1. Tap Electric shall at all times be authorized to amend these conditions on a unilateral basis.
- 16.2. In performing this agreement, Tap Electric shall be entitled to engage third parties or to assign all or part of the rights and obligations under this agreement to a third party. The user hereby consents in advance to the assignment of its legal relationship with Tap Electric to a third party.
- 16.3. If, for whatever reason, one or more provisions of these conditions is invalid or null and void or is nullified, the remaining provisions shall remain in full force, and the Parties shall consult in order to put in place a replacement provision such that the intention and purport of the provision that is to be replaced is preserved as far as possible.
- 16.4. This contract and these conditions are governed by and construed in accordance with the laws of the Netherlands. Any dispute arising out of or in connection with this contract and these conditions shall be subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.