

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICES.

In consideration of Your use of any of the Services (defined below) provided by Mobile Power Solutions SRL or any other parent company, subsidiary and affiliated entity (« **Amlo** ») doing business as « Mobile Power Solutions » or « Amlo » or any other commercial name that may be used from time to time (« **MPS** », « **We** », « **Us** », « **Our** »), Amlo requires that You (« **The Consumer** », « **User** », « **You** », or « **Your** ») (acting for all of User's family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all terms and conditions in this agreement (« **Agreement** »).

By accessing and/or using our Services, you agree to be bound by this Agreement. If you do not agree to this Agreement and the conditions of use stated herein, do not use the Services.

The services (the « **Services** ») provided by Amlo includes:

- (1) Amlo website, applications, (web app)
- (2) Amlo portable power batteries (« **Battery** » or « **Batteries** ») and,
- (3) All other related equipment, maintenance, personnel, services, applications, websites, and information provided or made available by Amlo.

This Agreement, together with all updates, supplements, additional terms, and all of Our rules and policies collectively constitute the only Agreement covering the Services between You and Us, at the exclusion of any other provisions.

1. General rental and use of the batteries

1.1 The Consumer is sole user

Amlo and the Consumer are the only parties to this Agreement. The User is the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that when You rent a Power Battery from the location, the Battery must be used only by You. If You allow others to use a Battery that You have activated from the location, such use shall be made in compliance with these terms and conditions and You are solely liable for enforcing such conditions on the person you allowed to use the Battery.

1.2 The Battery shall remain the exclusive property of Amlo

Without prejudice to Article 2.3 below, User agrees that the Battery and any Amlo equipment attached thereto, at all times, remain the exclusive property of Amlo. You must not dismantle or otherwise modify, repair or deface a Battery, any part of a Battery, or other Amlo equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Battery in any way. You must not use a

Battery, or other Amlø equipment, for any advertising or other commercial purpose without the express written permission of Amlø The Services may only be used for the intended purpose for which such Services are being made available.

You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Services, the Batteries or the application other than as specified in this Agreement.

For the execution of this Agreement and, in particular, article 1.3 of the present general terms and conditions, You acknowledge that the interdiction of tampering includes, without being limited to, any and all drawings, punctures, scratches, bumps, blows or alterations to the Battery rented under this Agreement.

1.3 Battery operating Hours and Battery availability

User agrees and acknowledges that the Batteries must be rented within the maximum rental time limits set forth below. The number of Batteries is limited and Battery availability is never guaranteed.

The Batteries are electric power batteries that require periodic charging in order to operate. User agrees to use the Batteries safely and prudently in light of it being an electric power battery and all of the limitations and requirements associated therewith.

User understands and agrees with each of the following:

- The level of charging power remaining in the Battery will decrease with use of the Battery, and that as the level of charge power of the Battery decreases, the operational capabilities of the Battery may decrease (or cease in their entirety).
- The level of charging power in the Battery at the time User initiates the rental or operation of the Battery is not guaranteed and may vary with each rental use.
- The rate of loss of charging power during the use of the Battery is not guaranteed and will vary based on the Battery, operational conditions, weather conditions, and other factors.
- It is User's responsibility to check the level of charge power of the Battery and to ensure that it is adequate before initiating operation of the Battery.
- The time that User may operate the Battery before it loses charging power is never guaranteed.
- The Battery may run out of charging power and cease to operate at any time during User's rental of the Battery, including before reaching User's desired level of reloading.
- If the Battery runs out of charging power during a rental, User shall return the Battery in compliance with all terms of this Agreement. If an accident occurs because the Battery ran out of power, Amlø shall not be held liable.

1.4 Reporting of damage or crashes

User must report any accident, damage, personal injury, or stolen or lost Battery to Amlø as soon as possible to Maarten2299@gmail.com . If an incident involves personal injury, property damage, or a stolen Battery, User shall report the incident to Amlø within 24 hours.

1.5 Liability

User agrees that he/she, during the rental period, has the rented Battery under his/her sole custody and is therefore responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties or disbursements of any kind or nature whatsoever related to a Battery as long as it remains under his/her custody.

User agrees to return the Battery to Amlo in the same condition in which it was rented. User will not be responsible for normal wear and tear.

User agrees to pay any fines, fees, penalties, court costs, and/or any other charges incurred by Amlo, that result from User's utilisation of any Battery improperly, or as a result of User violating any law, rule, regulation, and/or ordinance while using the Services.

User also agrees that any attempt to recharge the Battery by other means than a charging station operated by Amlo will be performed under his/her sole responsibility and that Amlo shall not be held liable of any harmful consequences, financial, physical or whatsoever deriving from it.

2. Payments and fees

2.1 Fees.

User may use the Battery on a pay per Utilisation basis (« **Utilisation** » means the unlocking of the Battery through the Amlo mobile web application and its utilisation until it is returned to a Amlo battery storage pack) or as otherwise in accordance with the pricing described on the app or web app for the stations the User is using. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Amlo. Amlo will charge the User (through credit and/or debit card and/or through any other payment method offered during the subscription process) the amount of the fees as described in above.

2.2 Promo codes

Promo codes (discounts) can be redeemed only via the Amlo web application Amlo reserves the right to modify or cancel discounts at any time. Discounts are non-transferable and may not be resold.

2.3 Maximum rental time and charges

Without prejudice to Article 2.1 above, information about rental time and charges can be found on Amlo's website edited by Amlo prior to any rental.

User agrees that he/she is solely responsible for being aware of any elapsed time related to the timely locking of the Battery.

Batteries not returned within max rental time rental period will be considered bought by the User at a price of €50.00.

However, this sale shall be cancelled without any compensation for User should the User return the Battery to any Amlo charging bank.

2.4 Valid payment method

To be registered to use the Services, User must provide Amlo with a valid payment method accepted by Amlo's rental means.

User represents and warrants to Amlo that User is authorized to use any payment method furnished to Amlo. User authorizes Amlo to charge the card or the said account for all fees incurred by User. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Amlo.

If User disputes any charge on User's payment method, then User must contact Amlo within 10 business days from the end of the month with the disputed charge, and provide to Amlo all information that is necessary to identify the disputed charge, such as the date of the Utilisation and the approximate starting and ending times of the Utilisation associated with the disputed charge. User agrees to immediately inform Amlo of all changes relating to the payment method.

2.5 Payment scheme

Payment scheme for the use of the Services is available on the website and within Amlo edited applications prior to any rental.

User understands and agrees that the above-mentioned prices may be unilaterally amended by Amlo at any time or from time to time in its sole discretion.

Upon unlocking of the Battery, an amount determined by Amlo will be authorized to the User's payment method at the start of the rental period as a deposit. The actual rental price shall be withdrawn from the said deposit and the difference will then be returned to the User at the end of the rental period.

3. Additional term of use

3.1 Safety Check

3.1.1. If at any time, whether prior to, during, or after renting any Battery, User discovers any defect or notice any other potentially unsafe condition on any Battery, no matter how slight, he/she must not use the Battery, or, if he/she already using the Battery and/or the Services, he/she must immediately cease its utilisation when it is safe to do so.

3.1.2. User agrees to immediately report the defect or condition to Amlo.

3.1.3. If User does not strictly comply with the aforementioned requirements, he/she shall be totally and completely liable for any and all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits settlements, and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, and User shall indemnify and hold harmless Amlo for the same.

3.2 Lost or Stolen Battery

Without prejudice of the purchasing option left to the User as per article 2.3, a Battery may be deemed lost or stolen if facts and circumstances suggest to Amlo in its reasonable, good faith determination that a Battery has been lost or stolen.

The last User of a Battery shall be responsible for a lost or stolen Battery unless facts and circumstances suggest otherwise to Amlo in its reasonable, good faith determination. If Amlo deems a Battery lost or stolen, Amlo shall have the authority to take any and all actions it deems appropriate (with respect to the last User of a Battery or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. User agrees the data generated by Amlo' computer is conclusive evidence of the period of use of a Battery by a User. User agrees to report Battery disappearance or theft to Amlo immediately or as soon as possible.

3.3 Limitations on availability of Services

Amlo makes every effort to provide the Services 365 days per year, but does not guarantee that the Services will be available at all times, as unforeseen events or other circumstances might prevent Amlo from providing the Services. Access to the Services is also conditioned on the availability of Batteries. Amlo does not represent or warrant the availability of any of the Services or the availability of any Battery at any time, even if the Battery is marked as available on the **Mobile Application**.

3.4 Access license

Subject to User's strict compliance with this Agreement, Amlo grants User a limited, revocable, non-exclusive, non-transferable license to access and make use of the Services or its content. This license does not include any resale or commercial use of the Services or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Services or their contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, cookies, or similar data gathering and extraction tools. Except as expressly permitted herein, the Services and/or any portion of the Services may not be reproduced, sold, resold, visited or otherwise exploited for any purpose without Amlo' express written consent. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you.

3.5 Copyright and Ownership

All of the content featured or displayed on the Services, including, without limitation, text, graphics, photographs, images, moving images, sound, and illustrations (« **Content** »), is owned by Amlo, its licensors, vendors, agents and/or its Content providers. All elements of the Services, including, without limitation, the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Services may only be used for the intended purpose for which such Services are being made available. Except as permitted by copyright law, You may not modify any of the

materials and You may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Services. Except as authorized under the copyright laws, You are responsible for obtaining permission before reusing any copyrighted material that is available on the Services. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding Your use of the Services. The Services, its Content and all related rights shall remain the exclusive property of Amlo or its licensors, vendors, agents, and/or its Content providers unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on the Services.

3.7 Account Registration and Security

You understand that you will need to create an account to have access to the Services. You will: (a) provide true, accurate, current and complete information about yourself as prompted by the Services' registration, sign-in, or subscription page (such information being the « **Registration Data** ») and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Amlo has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Amlo has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). You are responsible for the security and confidentiality of your password and account. Furthermore, you are responsible for any and all activities that occur under your account. You will not share your account information or your user name and password with any third party or permit any third party to logon to the Services using your account information. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Services. We have the right to provide user billing, account, Content or use records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business).

3.8 Right to Takedown Content

Except as disclosed in our Privacy Policy (available on our website: <https://amlo.nl/privacy-policy>), We will not monitor, edit, or disclose the contents of Your e-mail or Content posted to the Services unless required in the course of normal maintenance of the Services and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on Amlo or the Services; (2) protect and defend the rights or property of Amlo, the Services, or the users of the Services; or (3) act in an emergency to protect the personal safety of our users, the Services, or the public. Users shall remain solely responsible for the content of their messages and Amlo shall have no obligation to pre-screen any such content. However, We shall have the right in Our sole and absolute discretion to edit, refuse to post or remove any material submitted to or posted on the Services at any time without notice. Without limiting the foregoing, We shall have the right to remove any material that We find to be in violation of the

provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Agreement access to the Services or any part thereof.

3.9 Third Party Links

From time to time, the Services may contain links to websites that are not owned, operated or controlled by Amlo or its affiliates. All such links are provided solely as a convenience to You. If You use these links, You will leave the Services. Neither We nor any of our respective affiliates are responsible for any content, materials or other information located on or accessible from any other website. Neither We nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the results that You may obtain from using any other websites. If You decide to access any other websites linked to or from the Services, You do so entirely at Your own risk.

3.10 Representations and Warranties

You represent that You are over the age of 18, have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein, and Your use of the Services is and will be in compliance with all applicable laws. You represent that You have read, understood, agree with, and will abide by the terms of this Agreement. In addition, You represent and warrant that Your User Submissions and all elements thereof are (a) owned or controlled solely and exclusively by You, You have prior written permission from the rightful owner of the content included in Your User Submissions, or You are otherwise legally entitled to grant Amlo all of the rights granted herein; and (b) Amlo' use of Your User Submissions as described or contemplated herein do not and will not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity, violate any law, regulation or right of any kind whatsoever, or otherwise give rise to any actionable claim or liability, including, without limitation, rights of publicity and privacy, and defamation. Furthermore, You shall be solely responsible for Your own User Submissions and the consequences of posting or publishing them.

3.11 Force Majeure

Neither Amlo nor You shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of common carriers.

3.12 Wireless Features

The Services may offer certain features and services that are available to You via Your wireless Device. These features and services may include the ability to access the Services' features and upload content to the Services, receive messages (including text and SMS messages) from the Services, and download applications to Your wireless Device (collectively, « **Wireless Features** »). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier with questions regarding these issues. You confirm that You are the current subscriber and/or customary user of the mobile number registered with the Services and authorized to incur any message or data charges that may be charged by Your carrier. You are strictly prohibited from registering a mobile number that is not Your own. If We discover that any information provided is false or inaccurate, We may hold, suspend or terminate Your access to the Services at any time. Your participation in the Services are completely voluntary.

You agree that as to the Wireless Features for which You are registered, We may send communications to Your wireless Device regarding us or other parties. Further, We may collect information related to Your use of the Wireless Features. If You have registered via the Services for Wireless Features, then You agree to notify us of any changes to Your wireless contact information (including phone number) and update Your accounts on the Services to reflect the changes.

You must notify Amlo immediately of any breach of security or unauthorized use of Your mobile phone. Although Amlo will not be liable for Your losses caused by any unauthorized use of Your mobile Device, You may be liable for the losses of Amlo or others due to such unauthorized use.

4. Termination

You have the right to terminate the Agreement at any time upon notice to Amlo. To terminate this Agreement, please send an e-mail at the following address Maarten2299@gmail.com If You terminate the Agreement: (i) all rights granted to You will cease immediately; (ii) You shall discontinue any use of the respective Services and/or Batteries; and/or (iii) You must pay Amlo all amounts that are due and unpaid. Upon cancellation, You will lose access to all Services.

Amlo will also have the right, upon written notice (the term « written » here includes e-mail) to You, to terminate this Agreement, and/or suspend Your access to its Services, if: (a) You fail to pay Amlo any amount due under this Agreement and/or (b) You materially breach any terms or conditions of this Agreement. Upon termination of this Agreement for any reason, Your access to, and use of, the Services will terminate.

5. Confidentiality

5.1 Confidentiality of Information; Privacy Policies

You understand and agree that all personal information that is held by Amlo and pertains to Users, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information will be kept by Amlo in accordance with its privacy policy (available on our website: <https://amlo.nl/privacy-policy> provided, however, that (i) if there is any situation where You are unable to communicate personal information to the appropriate authorities, then Amlo may, in Our sole and absolute discretion, provide Your name, address, phone number, and other information to such authorities, (ii) if Amlo receives a subpoena from any court or other authority, then Amlo will provide all requested information in accordance with applicable law, and (iii) Amlo may disclose aggregate and other data about You in accordance with applicable law, including, without limitation, general latitude and longitude data for Your addresses (provided this would not allow any individual's address to be separately identified).

In addition, Amlo may disclose individual data to a third party upon Your express permission and consent (e.g. enrolment in a study).

6. Communications and agreement to be contacted

6.1. User verifies that any contact information provided to Amlo, including but not limited to, his/her name, email address, and mobile telephone number is true and accurate. You verify that You are the current subscriber or owner of any telephone number that You provide to us. Should any of Your contact information change, including Your telephone number, You agree to use the app or website of Amlo to change such details according to the procedure supported therein. In case of issues, please contact Maarten2299@gmail.com You agree to indemnify, defend, and hold Amlo harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from failure to update Your contact information (including Your telephone number), Your voluntary provision of a telephone number that is not Your own, and/or from Your violation of any federal, state, or local law, regulation, or ordinance.

6.2. By voluntarily providing Your telephone number(s) to Amlo, User expressly agrees to receive text messages related to your registration. Consent to receive automated marketing calls/texts is not a condition of any rental or purchase. You acknowledge that You may incur a charge for calls or text messages by Your telephone carrier and that Amlo is not responsible for these charges.

6.3. User agrees that Amlo may obtain, and User expressly agrees to be contacted at, email addresses provided by You directly or obtained through other means. You agree to receive emails even if You cancel Your account or terminate Your relationship with us, except if You opt-out. You may opt out by emailing Maarten2299@gmail.com with the subject « Opt out ». Please allow up to thirty (30) days to process any opt-out request. You may also use any other means offered by Amlo on their app or website (if any). It is Your sole obligation to notify Amlo that You do not want to receive emails by following the instructions in this Section. You waive any rights to bring claims for unauthorized, unsolicited, or undesired emails or text messages by failing to opt-out immediately and in accordance with these opt-out instructions. Please note that if You opt out of

automated emails/texts, we reserve the right to make non-automated emails/texts to You. Your obligations under this section shall survive termination of these terms.

7. Notice

Amlø may be contacted by emailing Maarten2299@gmail.com

8. Choice of Law

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of Netherlands. For every dispute regarding this Agreement each party consents to the jurisdiction of the courts of Oost-Brabant.

9. Class action waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis.

10. Waiver and severability

No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

11. Cumulative remedies

All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

12. Final agreement; modification by Amlo

This Agreement contains the complete, final, and exclusive integrated agreement between the Parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter.

At any time and from time to time, and without User's consent, Amlo may unilaterally amend, modify, or change this Agreement, in its sole discretion. By continuing to use any of the Amlo Services after notification of any amendment, modification, or change, User has agreed to be bound by all such amendments, modifications, and changes. User must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to this Agreement, Amlo will post a notification on the Website. The pricing set forth on the Website supersedes all pricing set forth in this Agreement.

13. Voluntary execution of this agreement

This Agreement is entered into voluntarily, with consideration, and without any duress or undue influence on the part or behalf of Amlo. User acknowledges that he/she (a) has read this Agreement; (b) understands the terms and consequences of this Agreement, including the releases it contains; and (c) is fully aware of the legal and binding effect of this Agreement.

14. Releases, disclaimers, assumption of risk

In exchange for User being allowed to use Amlo Services, Batteries and other equipment or related information provided by Amlo, User agrees to fully release, indemnify, and hold harmless Amlo and all of its owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, assigns from liability for all Claims arising out of or in any way related to User's use of the Amlo Services, Batteries, or related equipment, including, but not limited to, those Claims based on alleged negligence, breach of contract, and/or breach of express or implied warranty, except for Claims based on gross negligence or wilful misconduct.

« **Claims** » means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorney's fees, whether incurred at trial, on appeal, or otherwise), damages (including but not limited to, for personal injury, wrongful death, property damage, and injury to User or to third parties, consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Amlo Services, including any of the Batteries, placement, equipment, maintenance, related information, this agreement or (b) User's use of any of the foregoing.

To the fullest extent permitted by law, and as to User's use of any of the Amlo Services, Batteries, or related equipment, Amlo and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. All of the Amlo Services, Batteries, and related equipment are provided « as is » and « as available, » and User relies on them at User's own risk.

User is solely and fully responsible for the safe operation of Batteries at all times. User agrees that Batteries are machines that may malfunction, even if the Battery is properly maintained and that such malfunction may cause injury. User assumes full and complete responsibility for all related risks, dangers, and hazards.

USER ACCEPTANCE OF AGREEMENT

I certify that I have read and expressly agree to the terms and conditions, including specifically Section 14 Releases; Disclaimers; Assumption of Risk, and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Battery/Services.