

Terms and Conditions

This Agreement ("Agreement") is entered into by and between Riio Marknad & Strategi AB, with office at Strandgatan 28, 46130, Trollhättan, Sweden ("EV-volumes.com") and its Clients ("Client")

By ordering and using EV-volumes.com products and services the Client accepts the Terms and Conditions and complies with its content

1 RESERVED PROPERTY RIGHTS

- 1.1 EV-volumes.com and its third-party providers own all physical, digital and intellectual property of its products and operations. This includes (a) data and databases, (b) business and analytical processes, (c) tools and algorithms, (d) analysis and forecasts, (e) diagrams and tabulations, (f) video recordings (collectively, the "Products").
- 1.2 Notwithstanding anything to the contrary expressed elsewhere in this Agreement, the Client may: (a) distribute portions of the Products internally within it and its Affiliates (as hereinafter defined), and may incorporate insubstantial portions, extracts, abstracts or summaries thereof into analyses, presentations or tools made available to its own clients ("Work"), so long as EV-volumes.com is identified as a source of information; and (b) following termination or expiration of this Agreement, retain such excerpts or residuals as may have been incorporated into any Work or other internal business documents generated by the Client in the ordinary course of its business during the term of this Agreement, without any additional costs. "Affiliates" means, with respect to a specified party, an entity either directly or indirectly under the Control of, or under common Control with, the Client. "Control" shall mean more than fifty percent (50 %) equity voting interest or the sole power to direct or cause the direction of the management or policies of the entity, whether through the ability to exercise voting power, by contract or otherwise.
- 1.3 The Client must cite EV-volumes.com as a source whenever the work and publication contain material content from EV-volumes.com' products, either by footnotes, in the source index or by the EV-volumes.com logotype. It is not appropriate to erase logotypes and watermarks from original documents.
- 1.4 The Client may not transfer, re-sell, license, reverse engineer or create derivative products, from any of the physical, digital and intellectual properties noted under paragraph 1.1.

2 AUTHORIZED INFORMATION ACCESS

- 2.1 EV-volumes.com grants a license for internal use by the Client, which is non-exclusive and not transferable to parties outside the license grant, subject to the rights granted in paragraph 1.2.
- 2.2 The user license enables full online access to the EV-volumes.com Data Center. Registration and login detail is a unique user name (e-mail address) and a pass-code, which EV-volumes.com assigns. Usernames and passcodes issued by EV-volumes.com are user-specific and must be kept personal.
- 2.3 The license scope (sites, number of users) and the license duration are stated in the order and/or on the invoice form.
- 2.4 Besides subscription services, EV-volumes.com provides individual data-files or extracts according to the Client's requirements. These are handled outside the Data Center access and subject to individual price agreements and payment terms. Files and extracts stored at the Client's location and their use remain under the entire terms and conditions of this document.

3 PAYMENT TERMS

- 3.1 Fees are invoiced at the start of the license period and, unless otherwise agreed, are due 30 days from date of invoice. We may accrue for 8 % p.a. interest for overdue amounts. The currency used follows the agreement at order and is stated on the invoice.
- 3.2 Prices presented in brochures and offers are without VAT, import/export duties, banking cost and factoring fees (PayPal). Any additional fees need to be accounted for by both parties and, unless otherwise agreed, the local amounts need to be covered at the end where they occur.
- 3.3 Parties will make reasonable efforts to minimize taxes, duties, banking cost and delays in international payment transfers. Both parties submit correct information for company and tax registration.
- 3.4 Prices are valid for one subscription period or purchase. EV-volumes.com reserves the right to adjust prices for the next term.

4 PRIVACY POLICY AND NON-DISCLOSURE

- 4.1 If EV-volumes.com receives, processes, transfers, or discloses Personal Data, EV-volumes.com agrees to provide at least the same level of privacy and security protection for Personal Data as is required by applicable statutes, laws, regulations, ordinances, rules or orders relating to Personal Data. Without limiting the foregoing, with respect to all Personal Data received or in the possession of EV-volumes.com in connection with its provision of the Products and services hereunder, EV-volumes.com shall process such Personal Data only on behalf of and for the benefit of the Client and solely to carry out its obligations pursuant to the Agreement or the Client's written instructions. EV-volumes.com represents and warrants that it has implemented technical and organizational measures appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation. "Personal Data" means any information that relates to an identified or identifiable individual under any applicable law relating to the protection thereof, whether received directly or indirectly from the Client, its other service providers or its clients.
- 4.2 During the term of this Agreement, a party (the "Recipient") may learn a great deal about the other party (the "Discloser"), its work and its operations, and about the Discloser's clients, their work and their operations ("Confidential Information"). Recipient acknowledges that Confidential Information is very valuable, and that Discloser and its clients would suffer great harm if it was disclosed to third parties. Recipient therefore agrees that Confidential Information must never be disclosed to any third party, except as expressly required by law. Recipient promises to disclose Confidential Information only to those of its employees with a need to know, to use Confidential Information only for its work with Discloser, and to take reasonable precautions to ensure that no unauthorized disclosure of the Confidential Information occurs. Any copies or versions of Confidential Information that may be in Recipient's possession, in any media, shall be returned to Discloser or eliminated upon Discloser's request on expiration or termination of this Agreement. Confidential Information does not include information that (i) was in the possession of Recipient without any obligation of confidentiality prior to receiving it from Discloser, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Recipient, (iii) is independently acquired by Recipient without breaching this Agreement, or (iv) is lawfully received from a third party under no obligation to keep such information confidential. In the event Recipient believes it is required by law to disclose Confidential Information, it agrees to (a) promptly notify Discloser thereof, (b) permit Discloser to take steps to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information, and (c) cooperate in such efforts. Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure and that Discloser shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- 4.3 On request of the Client, parties will sign a mutual Non-Disclosure Agreement (NDA), which may deal with topics, which are not covered in the Terms and Conditions.

- 4.4 EV-volumes.com further agrees that, without the prior written consent of the Client, it shall not (i) refer to the Client, use the Client's name or logotype, or attribute any information about the Client in any communication external to EV-volumes.com, or (ii) refer to or attribute any information to any of Client's clients to the extent such clients become known to EV-volumes.com as a result of the services hereunder, in each case for any purpose, including without limitation in press releases, web sites, client lists or advertising.

5 WARRANTY AND LIABILITY

- 5.1 EV-volumes.com does the utmost for assuring the quality and consistency of the information presented in its systems, as well as stable online access, at any time and in any place where the Internet allows it.
- 5.2 The services of EV-volumes.com result from a multitude of external sources. EV-volumes.com does not warrant that all information provided is complete and free from content errors. It does not warrant for unintended limitations in data access or system shutdowns.
- 5.3 EV-volumes.com is not liable for any damage, direct or indirect, as a result of the deployment of, or the reliance on its products and services.
- 5.4 For your convenience, the products may include links to sites on the Internet that are owned, published and maintained by third parties. EV-volumes.com does not monitor such third-party site content and is not responsible for the accuracy or reliability of these links.

6 UPDATES TO PRODUCTS AND SERVICES

- 6.1 EV-volumes.com warrants for regular updates of its databases, with at least (a) two updates per month for global sales data, (b) quarterly updates for vehicle information and battery information, (c) bi-annual updates of charging infrastructure and incentive scores. Intermediate updates are released when important changes occur for any of the above.
- 6.2 The products and services of EV-volumes.com may undergo revisions, which concern the packaging and pricing of offered modules. It is assured that the information content of individual modules is not affected to the Client's disadvantage and changes will add value to the individual modules.
- 6.3 The website and its tools may undergo enhancements, visual and structural, which support the increasing capabilities and data-repositories of EV-volumes.com. It is assured that new versions are fully tested before release and that the changes are to the benefit of the Client.

7 VALIDITY

- 7.1 By ordering and accessing the EV-volume products, the Client agrees to the Terms and Conditions in this document.
- 7.2 The Terms and Conditions are valid from the date of licensed access (paragraph 2.2), or data submission (paragraph 2.4).
- 7.3 The Terms and Conditions apply for 12 months following the end of the licensed access (paragraph 2.2), or data submission (paragraph 2.4).
- 7.4 Terms and Conditions are re-issued when content changes become relevant for both parties. EV-volumes.com notifies the Client 30 days in advance of validity of the revised document.

8 APPLICABLE LAW

- 8.1 EV-volumes.com is a service by Riio Marknad & Strategi AB, a Sweden based Automotive consultancy firm, registered in Vänersborg, VAT-reg-nr SE 556927-8657 01
- 8.2 The laws of Sweden shall govern this agreement, without giving effect to its conflict of law provisions. The Vänersborg District Court shall have exclusive jurisdiction in the first instance of any dispute arising from this agreement.
- 8.3 The parties each represent and warrant that they do not and will not discriminate against any worker because of his or her age, color, creed, disability, national origin, race, religion, sex, sexual orientation, gender identity or veteran status, and that they are and will act and remain in compliance with all relevant laws, rules and regulations. EV-volumes.com warrants and represents that performance of the services does not and will not violate, infringe or conflict in any manner with any right of any other entity.
- 8.4 EV-volumes.com, its employees, officers, directors, partners, stockholders, subcontractors and agents, shall not, directly or indirectly, make any payment, or offer or transfer anything of value, or agree or promise to make any payment or offer or transfer anything of value, directly or indirectly, for any improper purpose or to improperly influence any party. EV-volumes.com certifies that it is in compliance, and shall remain in compliance, with all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. EV-volumes.com shall immediately notify the Client if it fails to meet any of its obligations in this paragraph. In the event of a breach of this paragraph, EV-volumes.com further agrees to provide any and all information requested by the Client to support an investigation related to the breach. EV-volumes.com understands that a breach of this paragraph will be deemed to be a material breach of the Agreement, and the Client will have the right to terminate the Agreement with immediate effect.

End of Agreement