

## Terms and Conditions

These terms and conditions (the "Agreement") govern the use by the Customer of the products and subscriptions detailed in the Order Form ("Products") of EV-volumes.

### 1 RESERVED PROPERTY RIGHTS

- 1.1 EV-volumes and its third-party providers own all physical, digital and intellectual property of the Products and their operation. This includes, without limitation, (a) data and databases, (b) business and analytical processes, (c) tools and algorithms, (d) analysis and forecasts, (e) diagrams and tabulations, (f) video recordings. Except for the limited license rights expressly granted in this Agreement, EV-volumes reserves all rights in and to the Products and documentation and any modifications thereto, including title, ownership, intellectual property rights, and any other rights and interests.
- 1.2 Notwithstanding anything to the contrary expressed elsewhere in this Agreement, the Customer may: (a) distribute portions of the Products internally, 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 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 Customer in the ordinary course of its business during or after the term of this Agreement, without any additional costs.
- 1.3 The Customer must cite EV-volumes as a source whenever the work and publication contain material content from EV-volumes' products, either by footnotes, in the source index or by the EV-volumes logotype. It is not appropriate to erase logotypes and watermarks from original documents.
- 1.4 The Customer agrees not to: (i) decompile, disassemble, or reverse engineer the Products; (ii) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Products or documentation except as expressly authorized by this Agreement; or (iii) permit or encourage any third party to do any of the foregoing.

### 2 AUTHORIZED INFORMATION ACCESS

- 2.1 EV-volumes grants a license for internal use by the Customer, which is non-exclusive and non-transferable, subject to the rights granted in paragraph 1.2. For the avoidance of doubt Customer may: (i) allow the Products to be accessed, used and operated on Customer's behalf by Customer's service providers, provided that the service providers are solely directed by the Customer (ii) to use any Products internally at any location in the ordinary course of its various businesses and business groups, including use in back-testing (testing how a trading strategy would have performed if it had been implemented in the past using historical data), trading, research, analysis and use in the creation of algorithms and (iv) import any Products into its various databases, and internally distribute among its departments at any location any such Products or databases without restriction. The Customer understands that EV Volumes does not provide financial, investment or trading advice and that Customer should use their own skill and judgement when using the Products to make any predictions, forecasts or commercial decisions.
- 2.2 The user license enables full online access to the EV-volumes Data Center. Registration and login details is a unique username (e-mail address) and a password. Usernames and passwords issued by EV-volumes are user-specific and shall be kept confidential.
- 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 provides individual data-files or extracts according to the Customer'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 Customer'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 unless otherwise is stated on the invoice. 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 lawful and 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 If the Customer fails to make any payment when due EV-volumes reserves the right to: (i) suspend any and all licenses granted to the Customer until it has made payment in full; (ii) withhold delivery of any further updates until such time as all arrears have been settled; and/or (iii) terminate the Agreement.
- 3.5 Prices are valid for the subscription period or purchase. EV-volumes reserves the right to adjust prices for the next term and will notify with this on renewal.

### **4 PRIVACY POLICY AND NON-DISCLOSURE**

- 4.1 If EV-volumes receives, processes, transfers, or discloses Personal Data, EV-volumes 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 in connection with its provision of the Products and services hereunder, EV-volumes shall process such Personal Data only on behalf of and for the benefit of the Customer and solely to carry out its obligations pursuant to the Agreement or the Customer's written instructions. EV-volumes 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 Customer, its other service providers or its Customers.

- 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 Customers, their work and their operations and some of that information, based on the nature of the information or the circumstances of its disclosure, should reasonably be understood by Recipient to be confidential (“Confidential Information”). Recipient acknowledges that Confidential Information is very valuable, and that Discloser and its Customers 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 to affiliates, service providers (“Representatives”) or as expressly required by law. Recipient promises to disclose Confidential Information only to those of its Representatives with a need to know, to use Confidential Information only for its work with Discloser or for the purposes for which it was disclosed, 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, except copies (a) residing on backup tapes or servers if permanent deletion would be infeasible, or (b) to the extent required by law or maintained pursuant to a document retention program. 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 available to the public 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 or requested by a regulator to disclose Confidential Information, it agrees to, (to the extent practicable and legally permissible), (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 at Discloser’s expense. 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 seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- 4.3 EV-volumes further agrees that, without the prior written consent of the Customer, it shall not (i) refer to the Customer, use the Customer’s name or logotype, or attribute any information about the Customer in any communication external to EV-volumes, or (ii) refer to or attribute any information to any of Customer’s Customers to the extent such Customers become known to EV-volumes as a result of the services hereunder, in each case for any purpose, including without limitation in press releases, web sites, Customer lists or advertising.

## **5 WARRANTY AND LIABILITY**

- 5.1 EV-volumes uses reasonable endeavors (i) to ensure the quality and consistency of the information presented in its systems which is obtained from a variety of external sources. Notwithstanding the foregoing, EV-volumes provides its data ‘as is’ and does not warrant the accuracy, completeness, or correctness of any particular values or data, which the Customer shall treat as guiding indications only. EV-volumes accepts no liability for the results and or consequences of decisions made using the Products (ii) to provide the Products with stable online access, at any time and in any place where the internet allows it. EV-volumes gives no warranty as to the availability of the Products nor that the Customer will be able to operate the Products without interruption.
- 5.2 EV-volumes’ liability to the Customer will not be limited for (i) death or personal injury resulting from EV-volumes negligence, (ii) fraud, (iii) willful default or gross negligence or (iv) any other matter for which liability cannot as a matter of applicable mandatory law be limited.
- 5.3 Subject to clause 5.2, EV-volumes’ entire liability shall be limited to an amount equal to the aggregate of the Fees paid or due to be paid for the Product pursuant to this Agreement.

- 5.4 Subject to clause 5.2, EV-volumes shall not be liable to the Customer for (i) any loss of profits, business, anticipated savings, goodwill, data or other such loss; or (ii) any type of special indirect or consequential loss or damage; in each case including loss or damage suffered by the Customer as a result of an action brought by a third party and even if such loss was reasonably foreseeable or EV-volumes had been advised of the possibility of the Customer incurring the same.
- 5.5 EV-volumes will not be liable to any person or entity other than the Customer in connection with this Agreement or its subject-matter.
- 5.6 For the convenience of Customers, the Products may include links to sites on the Internet that are owned, published and maintained by third parties. EV-volumes does not monitor such third-party site content and is not responsible for the accuracy or reliability of these links.
- 5.7 EV-volumes represents and warrants as follows:
  - 5.7.1 EV-volumes (and its suppliers) has complied with and will continue to comply with any applicable law, rule or regulation in creating, gathering or providing the Products and the use of the Products as permitted hereunder will not violate such laws;
  - 5.7.2 The Products do not contain personal data or personally identifiable information;
  - 5.7.3 EV-volumes owns or otherwise has the valid right, by contract or otherwise, to grant to Customer the rights and licenses as set forth in this Agreement, and the use of the Products as permitted hereunder will not violate any rights of any third party, including without limitation, patents, copyrights, trade secrets, or any license, sublicense, covenant or contract with any third party, or any rights of privacy or publicity;
  - 5.7.4 the Products do not contain 'material non-public information' as defined by the applicable regulatory body in each jurisdiction;
  - 5.7.5 EV-volumes will not use, disclose to the Customer, or induce the Customer to use or disclose, any information or material that will cause the Customer to violate any law, rule, regulation or authorization;
  - 5.7.6 EV-volumes will make the Products generally available to its customers and potential customers who pay the applicable fees for the Products and will not limit the number of customers of the Products; and
  - 5.7.7 EV-volumes has used and shall use reasonable efforts to ensure that no malware is introduced into the Products.

## **6 UPDATES TO PRODUCTS AND SERVICES**

- 6.1 EV-volumes may, at any time during the term of this Agreement, withdraw a Product from general availability and, at EV-volumes' option, either (i) replace it with an alternative product or deliver the applicable data through an alternative medium, provided that the replacement product or medium shall deliver materially the same capability and/ or data to the Customer; or (ii) provide a pro rata refund of the Fee relating to the withdrawn Product.

## **7 VALIDITY**

- 7.1 By ordering and accessing the EV-volume Products, the Customer 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 start of the licensed access (paragraph 2.3), or data submission (paragraph 2.4) without auto-renewal.

- 7.4 The Agreement may be terminated by notice in writing forthwith: (i) by EV-volumes, if the Customer, having been sent a written reminder, fails to pay any sums payable under the Agreement or any other debt due to EV-volumes within 30 days of the due date; (ii) by either party if the other commits any material breach of any term of the Agreement which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same; (iii) by either party if the other convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement or for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts or if a trustee receiver, administrator or administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up or bankruptcy of the other or for the making of an administration order (otherwise than for the purpose of a solvent amalgamation or reconstruction); and (iv) by EV-volumes, if the Customer breaches any of the license terms under this Agreement, and has not within ten (10) business days of the date of a reasonably detailed written notice, cured all breaches of license limitations or restrictions.
- 7.5 Any termination of the Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination which shall include without limitation clause 4 which shall survive termination of the Agreement by either Party.

## **8 Miscellaneous**

- 8.1 EV-volumes may assign this Agreement and any order hereunder to any of its affiliated entities or to any entity to which EV-volumes may sell, transfer, convey, assign or lease all or substantially all of the assets or material used in connection with the performance of its obligations hereunder. EV-volumes may subcontract any or all of the obligations to be performed by it hereunder, but will retain responsibility for the work.
- 8.2 Neither party shall be liable for any loss or damage caused by delay or failure in the performance of any of its obligations under the Agreement where the same is occasioned by a cause beyond its reasonable control. Should any such event occur the party in default shall forthwith give notice to the other detailing the circumstances and if a default shall continue for more than 6 weeks, then the other party shall be entitled to terminate the Agreement by written notice. Neither party shall have any liability to the other party in respect of the termination of the Agreement as a result of such an event.
- 8.3 Any notice to be given to a party under the Agreement shall be in writing (via e-mail) addressed to that party at its principal place of business or such other address as may have been specified in the Order or subsequently in writing.
- 8.4 Failure or delay by either party to exercise or enforce any rights will not be construed as a waiver of its rights under the Agreement or otherwise. No waiver by a party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

**9 APPLICABLE LAW**

- 9.1 EV-volumes is a service by Riio Marknad & Strategi AB, a Sweden based Automotive consultancy firm, registered in Vänersborg, VAT registration number: SE 556927-8657 01. This Agreement shall be governed by the laws of Sweden and the non-exclusive jurisdiction of any disputes arising in connection with this Agreement shall be that of the Swedish courts.
- 9.2 If any provision (or part of a provision) of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, that provision or part will be deemed deleted, and the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected thereby. The unenforceable provision shall be replaced with a provision that as closely as possible corresponds to the parties' envisaged economic intent.
- 9.3 This Agreement may not be modified or altered, and no provision of this Agreement may be waived except by a written instrument executed by both parties.

ACCEPTED AND AGREED:

Company:	Riio Marknad & Strategi AB (EV-volumes)
By: _____	By: _____
Name:	Name: Viktor Irle
Title:	Title: Sales Director
Date:	Date:

End of Agreement