

General Terms and Conditions of Sale (B2B)

These are the General terms and conditions of sale (“GTCS”) of Smappee¹

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1. Applicability

1.1. Any (legal) relationship between Smappee and the Buyer, including their Affiliates, is governed by these GTCS. Without prejudice to the explicit and written acceptance of these GTCS, the Buyer is deemed to have read the GTCS, to have accepted these, even only provided in electronical form, and also for repeat Orders, by (without limitation) accepting an Offer, placing an Order, signing an agreement, using and/or storing the Products, commissioning Services, accepting an invoice, making a payment or by the delivery of Products or the provision of Services. All other terms and conditions, including those of the Buyer, are not applicable and have no legal bearing on Smappee, even should they stipulate otherwise or have been communicated to Buyer in any kind of form. Any deviation to these GTCS is not possible except in case of prior written acceptance thereof by Smappee and only for those specific cases as stipulated in that respect. The other provisions shall remain in full force and effect. These GTC prevail over any previous versions of the GTCS of Smappee or any other agreement in place, with respect to the provisions mentioned herein.

1.2. Smappee retains the right to unilaterally modify or supplement these GTCS at any time. Smappee shall reasonably inform the Buyer of changes. These changes shall form an integral part of the Agreement between the Parties, unless the Buyer objects to them within six (6) weeks after the notification of the change and that by written or electronic communication.

1.3. The GTCS (including other legal documentation) are available on Smappee’s website (<https://www.smappee.com/legal-documents/>) and can be requested via info@smappee.com.

2. Products and Services

2.1. The Buyer may purchase Products and Services for its (own) commercial use including for the resale of such Products and Services to other entities or consumers.

2.2. Products and Services consist of (smart) energy (management) products and related products and services.

The use of the Platform Services will be subject to the approval of the Terms of Use by the users thereof.

If Buyer requests Professional Services from Smappee, such will be further detailed in an Order, Offer or statement of work. These are not subject to an acceptance procedure, unless otherwise agreed upon in writing between Parties.

2.3. The Products and Services could be regularly updated and enhanced. Smappee has no obligation to the delivery of future functionalities or features. Smappee may also decide to stop producing certain Products or Services, whereby it has no obligation to further delivery thereof.

¹ These GTCS apply only Business2Business (B2B) and not Business2Consumer (B2C).

Buyer may provide feedback to Smappee on the Products and Services, which may be used by Smappee to develop, modify and improve the Products and Services.

2.4. The Buyer may request changes to a Product or a Service, which need to be approved by Smappee in advance. Such changes may affect the final Product or Service, its appearance, quality, lifespan, warranty, delivery terms or the Price. Smappee is not liable for any damage caused by the changed Products or Services, if this is due to the changes requested and made.

2.5. In case of resale of the Products or Services, the Buyer needs to take care of all necessary services towards its potential customers, including but not limited to the assistance of the Buyer with accessing and using the Products and Services, providing first-line, pre- and post-sale support and all other standard services and an accurate handling of complaints.

3. Offer and Order

3.1. Smappee shall provide the Buyer with its proposal of Products and Services, including pricing, as specified in an Offer. This Offer can be a general framework Offer or specific Offer. Upon acceptance of such a general Offer by Buyer, the terms as mentioned therein will be binding.

3.2. Unless the Offer stipulates otherwise or in case of special orders which are valid as long as the stock lasts, the Offer shall be valid for a period of 30 days from the date of the Offer. Prices of Products and Services may be changed by Smappee at any time, provided that Buyer received a one month advance notice hereof.

Data in illustrations, drawings and specifications of dimensions and weight should only be regarded as estimated values, unless otherwise stipulated therein. The Buyer is responsible to check the aforementioned data.

3.3. After confirmation of a specific Offer, Smappee will send an Order to the Buyer. Once an Order has been placed, it cannot be canceled by the Buyer and is deemed to be accepted upon which an agreement has been established between Parties. Changes to an Order shall only apply if they have been accepted by Smappee in writing. In such a case, a new Offer and/or Order can be sent. In case there is more than 6 months between the date of the Order and the delivery however, Smappee is entitled to make some changes to the Products and Services or pricing, which will be notified to the Buyer.

3.4. The Offer and Order shall form an integral part of the Agreement. In case of inconsistency or contradiction between

the Order or Offer and the GTCS, the Order or Offer will prevail over the GTCS.

4. Prices

4.1. The Prices provided by Smappee are expressed in euro unless otherwise stated. Prices are expressed exclusively VAT/GST, sales taxes, import duties, export duties, customs charges, and other taxes. The Orders are invoiced at the Prices and under the terms and conditions in force at the time of placing the Order. Unless otherwise explicitly agreed in writing, stockage, handling and transportation costs, insurance fees, connection and installation costs, certain administrative costs are not included in the Prices.

4.2. Smappee will be entitled to request upfront payment of all or part of the Products or Services ordered by the Buyer. In such a case, once such payment has been made, the Order can be placed.

4.3. If discounts have been granted by Smappee on the Prices, these apply exclusively to the Products or Services referenced in the Offer or Order and for the period as mentioned therein. Under no circumstances do they entail, not even with repeated extension thereof, any right on the part of the Buyer to comparable discounts on future Offers or Orders.

4.4. If the prices of one or more components of the Products or Services modify the price prior to the delivery or the provision thereof, and this independently of the will of Smappee, Smappee shall be entitled to modify the Price to the same extent as the prices of these components increased, in respect of the proportion which they represent in the agreed Price. The following shall (without limitation) be considered as such components: (i) the price of (one or more parts of) the Products or Services; (ii) price increases by the manufacturer and/or supplier; (iii) transport and storage costs, packaging costs; (iv) wages and social security charges; (v) VAT/GST rates, taxes, duties, levies, import or export duties; (vi) currency fluctuations; (vii) insurance premiums or (viii) any increases due to changes in laws and regulations. If the agreed Price is increased in the aforementioned way, Smappee shall inform the Buyer thereof.

5. Payment

5.1. Upon confirmation of an Offer or placement of an Order, Smappee will issue the corresponding invoice. Invoices will only be delivered electronically using the billing and contact information provided by the Buyer. Unless otherwise stipulated, invoices need to be paid within a term of 30 days after invoice date. Payment will only be completed once the Prices are on the bank account of Smappee. Products will be shipped and Services provided, upon receipt of the payment of the invoice. Other payment terms may be granted after

review of the financial statements of the Buyer. No settlement will be allowed, unless agreed otherwise between the Parties.

5.2. In the event of non- or late payment, the Price shall be increased automatically and without notice of default with a fixed amount of 15% of the unpaid invoice at a minimum of 250 euro irrespective of the right of Smappee to demand higher compensation upon proof of actual damage. In addition, an interest is due automatically and without notice of default, at the rate of 8% per annum on the outstanding amount. All invoices, also those not yet due, shall become due and payable and any future payment facilities or discounts shall lapse.

5.3 The Buyer may only dispute an invoice in writing, stating the reasoning, within fourteen (14) days after receipt by registered mail.

6. Forecasts, Minimum Purchase Quantities and Marketing (if applicable)

6.1. If Parties agree thereto, the Buyer shall provide Smappee with a bona fide written rolling 12 month forecast of its sales and stock replenishment requirements. The Buyer shall update the forecast on a monthly basis. All forecasts are indicative and only placed Orders will be binding. If the forecasts are not reached by the Buyer this shall not entail a breach of the Agreement. Smappee will use its reasonable efforts to fulfill Buyer's requirements in excess of express forecast requirements, having regard to its manufacturing capacity and the requirements of other buyers.

Parties can agree to include minimum purchase quantities for the purchase of the Products or the provision of Services. The Buyer shall each 12 month period purchase from Smappee the minimum quantities of Products or Services as agreed upon or pay an equal amount. After the first 12 month period, the Parties shall mutually establish adjusted sales quota for each next period for the Products and Services, based upon forecasts prepared by the Buyer.

6.2. Buyer shall be responsible for the promotion of the Products or Services. Smappee can provide Buyer with all necessary guidelines in view hereof. Parties shall consult from time to time with regard to the Buyer's promotion and marketing efforts. Smappee shall provide reasonable support for Buyer's sales and promotional activities, including the possibility to make its own promotional activities. In case the guidelines of Smappee have not been complied with, Smappee reserves the right to recall its Products or to request changes to be made.

7. Delivery

7.1. The Products are delivered FCA (Smappee premises, Harelbeke, Belgium) (Incoterms 2010) to the Buyer, unless explicitly agreed otherwise in writing.

In the event that Smappee assists in any way with the unloading of the Products, the Buyer releases Smappee from any responsibility and liability.

The provided delivery times are indicative and approximate. Nevertheless, Smappee shall make reasonable efforts to deliver on the dates specified. Exceeding this indicative delivery term does not give the Buyer the right to cancel its purchase, or claim for damages. Partial deliveries are possible.

If a delivery cannot take place at the agreed time due to reasons attributable to the Buyer, then the Products shall be stored at the cost and risk of the Buyer whereby the Buyer is obliged to remove the Products asap, on payment of the storage costs and whereby Smappee can choose to resell the Products to another party, whereby any costs made can be claimed to the Buyer.

Unless otherwise agreed, delivery dates or terms issued will be extended if a Buyer requests modifications after the delivery confirmation date or if Smappee has not received any (installment) payments on the due date.

7.2 The Product risk is transferred to the Buyer in accordance with the Incoterms, unless unclear, risk transfer will be at the time that the Products leave the Smappee depot. The Buyer has exclusive responsibility for any import or export documentation. Insofar as required, Smappee shall use its best endeavors to cooperate with completing the formalities, with the understanding that it bears no responsibility or liability in that regard and that any costs in that respect will have to be paid by the Buyer.

8. Retention of title

8.1. The delivered Products and Services remain the property of Smappee until full payment of the main sum, the costs and interest have been received, even if Products or, if applicable, Services have been incorporated or changed. The Buyer is obliged to store and maintain the Products with due care.

8.2. The Buyer is prohibited from selling on (unless agreed upon), pledging, or in any way encumbering the Products or, if applicable, the Services that fall under this retention of rights. If third parties levy an attachment to delivered Products or Services falling under the retention of title, or want to establish or claim rights thereon, then the Buyer is obliged to inform Smappee hereof immediately and no later than within

forty-eight (48) hours. Buyer hereby assigns all claims and related rights it may have, as accepted hereby by Smappee. Buyer will provide all required information in this respect to Smappee.

8.3. For the Products falling under the retention of title, the Buyer commits to insure and to maintain insurance against fire, explosion, and water damage as well as against theft and at the first request to provide for inspection of the insurance policy or premises of Buyer..

9. Checks

9.1. The Buyer is obliged to immediately take into receipt the Products and Services, and to check that the delivered amount and quality corresponds to that which has been contractually agreed.

9.2. Smappee must be immediately informed of any complaints with regard to a non-compliant delivery or visible defects and they should be confirmed by a written statement containing sufficient proof, sent by registered mail within 7 days after delivery, upon penalty of forfeiture.

Hidden defects can only give rise to compensation, upon penalty of forfeiture, if they were identified with appropriate haste and submitted to Smappee within 7 days after the identification thereof, and in any event within 7 calendar days of when the hidden faults should have been discovered, sent by registered mail with written statement containing sufficient proof.

In the event of a late objection, the Buyer is considered to have approved and accepted the Products and Services.

9.3. Any complaints of customers of the Buyer need to be handled by the Buyer in first-line.

9.4. Any complaints must be submitted by the Buyer, also in case of resale, in accordance with the instructions of Smappee, such as a ticketing system. If the Buyer formulates a complaint and this complaint is deemed founded by Smappee, Smappee could request Buyer to ship the defective Products, after Buyer has, on the risk and at cost of the Buyer, to the agreed upon location. Acceptance of the returned Products or an investigation of the defect by Smappee does not grant any right or claims to the Buyer.

In case of a founded complaint, after investigation, Smappee will either return the Products and have the Price reimbursed, or to keep the Products and have part of the Price reimbursed, or repair, replace or re-perform the Products or Services free of charge, as applicable. These are the sole remedies and Buyer or any other party has no right to any other indemnities. The Parties will fully cooperate with each other in such cases,

including any communications. No communication shall be done without the prior written consent of Smappee.

10. Warranty

10.1. Smappee warrants that the Products and Services as delivered or provided to the Buyer, will materially conform to the Documentation and specifications set forth in an Offer or Order.

10.2. Without prejudice to that provided for herein, the Products are covered by a warranty for hidden faults for a period of 12 months as of invoicing date, unless local legislation provides for a different period or different starting date, or unless otherwise agreed upon. The Products are covered by this warranty, up to a maximum of 24 months, if (cumulatively): (i) the fault seriously impairs the adequate use of the Products for which they are normally intended or the special use that was expressly agreed in writing when entering the agreement; (ii) the Products have been installed professionally, in accordance with the Documentation and instructions of Smappee; (iii) the Products were used in a normal manner, or at least in the special circumstances that were expressly agreed in writing when entering into the Agreement; (iv) the fault was communicated to Smappee within the reasonable period as stated herein and (v) payment in full has been made by Buyer.

10.3. In any case, the warranty of Smappee is limited to repair or replacement at no charge, or refund of the Products. Smappee is entitled to choose the remedy it deems appropriate. This cannot lead to the dissolution of the Agreement, or to Smappee being liable to pay any kind of damages or compensation, for any reason on part of the Buyer. The transport costs, insurance fee, packaging costs, placement and installation charges, VAT import duties, export duties, customs charges and other taxes shall always be borne by the Buyer.

10.4. Where the warranty concerns a product made or service provided by a third party, it is limited to the warranty provided to us by our suppliers in respect of the product or service concerned.

10.5. The warranty shall never apply to damage or defects caused by wear and tear, careless use, acts of third parties, transport damage outside Smappee's responsibility, improper installation or assembly by the Buyer, changes to the Products or Services (such as painting or wrapping of the Products, making adjustments or changes to the Products, etc.) incorrect use, poor maintenance or failure to observe the instructions for use or assembly. The right to warranty expires when the defect and/or the damage is caused by repairs or interventions by third parties, if the Buyer offers the Products for repair to a third party, without prior written permission of Smappee or

when the Products are provided with non-original accessories or parts which caused the defect and/or the damage.

10.6. If Products or Services have been manufactured on the basis of instructions of the Buyer, the warranty of efficiency/proper functioning and fitness for a particular purpose are expressly excluded. Warranty on parts of the Products or Services supplied by Buyer or upon instruction of Buyer are expressly excluded as well.

11. Installation and use

11.1. The Buyer acknowledges to have received all technical installation, maintenance and operating manuals and instructions and procedures to be followed for the proper installation and use, with regard to the Products and Services, to know the contents thereof and, commits to fully inform buyers, installers or users thereof, where applicable.

In particular, but not exclusively, it is noted that the Products may never be used in safety-critical applications. It is noted, non-exhaustively, that the actuators of the Smappee systems may not be used for devices and in situations that may cause a fire risk, electronic hazard, or other damage in the event of an electrical failure if the Products or the Smappee systems do not function as expected, or in the event of a malfunction.

11.2. The Buyer shall at all times ensure the installation of the Products or Services, and guarantees at its own expense and risk that: (a) all necessary and required licenses and permits are present for the performance of an agreement and the delivery, installation and use of the Products or Services; (b) any local, state or national regulations are met; and (c) it complies with all applicable laws and regulations, including, without limitation, applicable laws and regulations related to recycling. Damage and expenses as a result of non-compliance or late compliance with the conditions mentioned above are for the account of the Buyer.

The Buyer guarantees in case the Buyer installs the Products or Services itself to be, and in case of subcontracting to guarantee that its subcontractor is a Smappee certified installer at the time of installing the Products or Services.

11.3. The Buyer is prohibited from obtaining or attempting to obtain unauthorized access to the Products or Services. The Buyer shall take all measures required to prevent access by unauthorized third parties. The Buyer is also prohibited from modifying or adapting the Products and Services.

11.4. Smappee shall always be entitled to permanently deactivate the Platform Services remotely, and to stop the Platform Services in the event of suspected fraud, or if unauthorized access to the systems has been carried out or material breach.

12. Suspension, termination and cancellation

12.1. In case of non-payment on the due date, or any default for any reason or failure to meet the obligations, Smappee retains the right to (i) unilaterally suspend the execution of all current Orders or any agreement; (ii) to unilaterally dissolve any agreement, without prior judicial authorisation; and/or (iii) to deactivate the Services for the non-paid Products and Services, (iv) request immediate return of the Products, and this if no or no useful effect has been given within seven (7) days after the notice of default and without this being reason for the Buyer to claim damages, and this without prejudice to the right of Smappee to claim damages.

12.2. Smappee is entitled to terminate the Agreement with immediate effect and without prior judicial intervention at the expense of the Buyer if (i) there is a material breach of the Agreement and such breach is not remedied within a reasonable term; (ii) the Buyer ceases or threatens to cease its business, is declared bankrupt, has filed for bankruptcy, requested legal reorganization, has been declared insolvent, or has applied to be placed in liquidation, without this resulting in any right to damages on the part of the Buyer.

12.3. If the Buyer, after the conclusion of the Agreement, in any way waives or canceled an Order and thereby unilaterally terminates the Agreement, the Buyer shall, due to breach of contract, pay Smappee fixed damages equal to the total price of the canceled Agreement, excluding VAT, irrespective of the right of Smappee to claim higher damages, insofar as these are proven.

13. Intellectual property rights

13.1. All intellectual property rights and derived rights, related to the Products and Services, as well as the ideas, inventions, designs, programming software, documentation, samples, patents and all other materials that are developed or used for the preparation or execution of the Agreement, or that result from the Agreement, are held exclusively by or are the property of Smappee, or a supplier of Smappee where relevant. The delivery of the Products or Services does not extend to any kind of transfer of the property rights of the intellectual property.

Any samples, examples or documentation provided to Buyer, may not be supplied to third parties or made available for inspection, nor may they be reproduced or imitated without written permission from Smappee. At the request of Smappee, such documentation, supplied models, samples or examples must be returned in good condition as soon as requested.

13.2. The Buyer is prohibited from using or making changes to the intellectual property rights as described in this article, unless it only concerns the private use of the Product itself.

If Products are produced on the basis of Buyer's ideas, proposals, models, drawings, modifications or samples, Buyer guarantees that this does not infringe any intellectual property or related rights of third parties.

13.3. In case Buyer becomes aware of any legal proceedings due to (alleged) infringement of patent rights, trademark rights, protected designs, trade secrets or copyrights of third parties, Buyer must immediately notify Smappee hereof in writing, before any action can be taken by Buyer, upon which Smappee will decide how to proceed. Buyer agrees to indemnify Smappee against all (damage) claims from third parties and costs incurred as a result hereof. Buyer shall immediately ensure that it participates in or takes over the legal proceedings if Smappee so requests.

14. Terms of Use for the (Platform) Services

14.1. Corresponding licenses must be purchased to use the Smappee Platform Services whereby the use thereof will be specified in the Terms of Use. Without licenses or after the licenses have expired, the Smappee Platform Services and the Smappee Products cannot be used, or the use will be restricted or an additional payment can be requested. After a license has expired, Smappee is not obliged to continue retaining the corresponding data (such as historic measurements) and it may permanently delete it.

14.2. The Buyer commits to inform and impose to any relevant user of the Platform Services the Terms of Use, which need to be followed when using the Platform Services. As soon as the user makes use of the Platform Services, it agrees to the Terms of Use.

In addition, the Buyer states to agree to the terms and conditions that apply to the delivered software.

14.3. Insofar as it is not arranged in the applicable terms and conditions, the following provisions apply:

- The Buyer is granted solely a non-transferable and non-exclusive license/right to use the software for the Products and results of the Services for the agreed purposes.

- Smappee grants Buyer a non-transferrable, non-exclusive license to permit Authorised Users to access and use the Platform and Platform Services, within the limitations and details as set forth herein, in the Orders and in the Terms of Use. Buyer must inform Authorised Users of all relevant

documentation related to the Products and Services, including the Platform Services. Buyer remains at all time fully responsible and liable towards Smappee for actions of an Authorised User connected to the Account on the Platform.

- This right of use gives the Buyer the right to use the provided Services or software solely on the indicated or specified devices for said Buyer's needs.

- The Services or software can be updated by Smappee at any time and Smappee has the right to decommission any devices containing old versions of Services or software.

- The Buyer is not permitted to make public any part of the software, to replicate it (copy), to sell, rent, encumber or to transfer it as a security or use it otherwise than for its own use and business, as provided for in the Agreement. Furthermore, the Buyer is prohibited from undertaking any attempts of reverse engineering and to make modifications to the software, and the Buyer is obliged to protect the device from any unauthorised access by third parties.

14.4. If the Buyer, without prior written permission from Smappee, breaches the aforementioned provisions, the Buyer shall be due to pay fixed damages that will be calculated as follows: the price according to the contracts or rates that are requested by Smappee from other Buyers at the time of the breach for comparable licenses and/or services, increased by 30%. With a suspected breach, Smappee is authorized to stop the Services and to remove the Services or software from the device remotely.

The above applies irrespective of any damages or amounts the Buyer should pay on the basis of breaches of licensing agreements of property rights of third parties.

14.5. In addition to the Services, integrated software may be installed on the Products or Services supplied by Smappee. In such case, Buyer agrees to the terms and conditions which apply to such software and to any rights which may be applicable hereon. No transfer of intellectual property rights are made hereunder. Buyer guarantees not to breach any such rights of the (use of the) software.

15. Security and privacy

15.1. For data obtained or processed by Smappee, Products or Services, Smappee is always the data controller according to GDPR EU2016/679. Smappee's Privacy Policy remains in force. Smappee's Privacy Policy is always available on Smappee's website (smappee.com). While using the Smappee Services, the user shall be informed of the applicability of Smappee's Privacy Policy.

15.2. Each Party themselves shall (and not together with the other Party) determine the purposes and methods of processing personal data, when they process such data from or in relation to this Agreement. Each Party shall therefore act as an independent data controller.

15.3 By purchasing Smappee Products or Services, the Buyer can expressly derive no rights to obtain the data of the user. Smappee shall only grant the Buyer access to this data if that has been agreed in writing between Smappee and the Buyer.

15.4 Without prejudice to that provided herein, Smappee shall make the users' data available to the Buyer only if the user gives Smappee express permission to make the data accessible to the Buyer, and for so long as the user does not withdraw this permission.

15.5 The Buyer is prohibited from asking users for access data, such as passwords, or to obtain this data in any other manner. Access data that fall under article 15.6 are expressly excluded from this prohibition.

15.6 If the Buyer – in any way – receives access data, such as passwords, or other details of the user for the purposes of installation, configuration, use and support, the Buyer commits to delete all copies of this access data and other data once the purpose no longer applies, and at the latest ninety (90) days after the initial installation. The Buyer commits to limit the data processing to that strictly required for the stated purposes.

15.7 When processing personal data or in relation to the Agreement, each Party shall consider their obligations under the applicable data protection legislation.

15.8 The Buyer guarantees that (i) it shall not undertake or neglect to undertake anything that could entail Smappee committing breach of the applicable data protection legislation when processing personal data; and (ii) the people whose personal data is processed are informed and if required they have granted permission for the processing of their personal data by Smappee.

15.9. The Buyer shall release and indemnify Smappee or any other entity of the Smappee group for any complaint, debt claim, claim, damages, loss, costs, compensation, judgments etc. insofar as these were caused by a breach by the Buyer of these security and privacy terms.

15.10. Each Party shall, with respect to data processing, provide reasonable cooperation, support, and information to the other Party, including but not limited to (i) any claim and exercising of rights by a party involved and any investigation or measures taken by a supervisory authority related to or linked with the processing of data by the other Party; or (ii)

any current, potential or attempt to a breach with regard to personal data.

16. Liability

16.1. Smappee can under no circumstances be held liable (i) for problems or damage that arise as a result of improper or incorrect use or installation, of the Product or Services; (ii) if the Products or Services were used in another manner than for which they were developed or intended, (iii) for problems as a result of Force Majeure (iv) for acts or intentional errors by any other person, including the Buyer, its Affiliates or its employees, agents, (sub)contractors or users, or (v) if the Products or Services provided to the Buyer, the user, or third parties have been changed or supplemented in any way.

16.2. Subject to article 16.6. and to the extent permitted by applicable law, Smappee can only be held liable for direct damage and never for indirect damage and insofar as this damage and the error by Smappee or the fault in the Product or Service has been proven. The damages are furthermore limited to 50 % of the value of the relevant Products or Services as specified in the Order, with a maximum of 100,000 euro.

16.3. Smappee cannot be held liable for decisions taken or actions that are or are not carried out by people or automated systems based on the information provided by a Product or Service.

16.4. Smappee cannot be held liable for damage or any kind of indemnity, in the event that the Services, a Product or other part of the Smappee systems is unavailable or does not function as expected, nor for any loss of data.

16.5. The Buyer commits to refute any liability obligations of Smappee to its customers or users.

16.6. Notwithstanding any provisions to the contrary in these GTCS, nothing in these GTCS shall limit or exclude Smappee's liability (if any) (i) for death or personal injury caused by Smappee's negligence, (ii) for damages caused by Smappee's fraud or fraudulent misrepresentations or that of Smappee's agents, (iii) for damages caused by Smappee's gross negligence or that of Smappee's agents, or (iv) for liability that cannot be excluded or limited by applicable law.

16.7. The Buyer is obliged to indemnify or compensate Smappee in respect of all claims from third parties.

16.8. These GTCS do not govern the use of Buyer of third party products or services used in connection with the Products and Services. Smappee cannot make any commitments in that respect and disclaims any liability for such third party products and services.

16.9. The Buyer remains fully responsible and liable towards Smappee for actions of the Authorised User connected to the account of Buyer.

17. Confidential Information

17.1. Smappee, respectively the Buyer (the 'Disclosing Party') may disclose confidential and/or proprietary information to the other (the 'Receiving Party') relating to the Disclosing Party's business. A non-confidentiality agreement may be signed between the Parties.

17.2. Such information includes, without limitation, information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, and/or which the Receiving Party knows or reasonably should know the Disclosing Party considers confidential or proprietary (hereinafter referred to as 'Confidential Information').

17.3. Shall however not be regarded as confidential information: information which (a) was already in possession of the Receiving Party without restrictions as to use or disclosure, or (b) which was or is independently developed without the use of or access to any Confidential Information, (c) becomes a part of the public domain through no act or omission of the Receiving Party, (d) is lawfully received by the Receiving Party from a third party without restrictions as to use or disclosure.

17.4. If the Receiving Party is required to disclose Confidential Information by law or a competent court, the Receiving Party shall, to the extent allowed, use reasonable efforts to give advance notice of such compelled disclosure to the Disclosing Party, cooperate with the Disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure and/or use of such Confidential Information, take reasonable precaution to disclose the minimum amount necessary and seek to protect the confidential of such disclosed information.

17.5. Each Party hereby undertakes (a) to keep the Confidential Information secret and not disclose it, in whole or in part, to any person other than (i) with the prior written consent of the Disclosing Party or (ii) its employees, directors, subcontractors and consultants who have a direct need to know such Confidential Information for the sole purposes complying with its obligations under these GTCS. The Receiving Party shall ensure that these persons are bound by confidentiality obligations which are not less stringent than those set out herein; (b) to use the Confidential Information solely in relation to comply with its obligations and to refrain from using such Confidential Information in any manner which could prejudice the Disclosing Party; and (c) to use the same degree of care and means that it utilizes to protect its own information of a similar nature, but in any event not less than

reasonable care and means, to ensure the confidentiality of such Confidential Information and avoid a third party to use or have access to the Confidential Information.

17.6. If the Receiving Party is required to disclose Confidential Information by law or a competent court, the Receiving Party shall, to the extent allowed, use reasonable efforts to give advance notice of such compelled disclosure to the Disclosing Party, cooperate with the Disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure and/or use of such Confidential Information, take reasonable precaution to disclose the minimum amount necessary and seek to protect the confidential of such disclosed information.

17.7. At the request of Smappee, Buyer must return the aforementioned information to Smappee in good condition within fourteen days, or destroy it.

17.8. This confidentiality obligation shall remain in place until 5 years after the termination of the Agreement. The requirement to protect Confidential Information disclosed shall survive termination.

17.9. Notwithstanding the confidentiality obligations of the Parties, Buyer hereby agrees that Smappee may use the Buyer's name and general information about the project for publicity announcements and reference purposes.

18. Varia

18.1. In case of Force Majeure, Smappee is entitled to, either suspend its obligations for the duration of the period this situation exists, or to definitively dissolve the Agreement, without this resulting in any right to damages for the Buyer.

18.2. The Buyer commits to inform and impose to any relevant (sub)contractor, installer, buyer or user of the Products or Services expressly and in writing of all relevant terms and conditions mentioned herein including any referenced provisions to other terms.

18.3. In the event that any provision of these GTCS or the Agreement is found to be unenforceable this does not affect the applicability of other provisions of the GTCS or the Agreement as a whole. The unenforceable provisions shall be changed and mitigated by the courts so that they are in accordance with statutory provisions.

18.4. The failure of, or any delay in, exercising any right or remedy on the part of Smappee shall not operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or future exercise thereof or the exercise of any other remedy granted hereby or by any related document or by law.

18.5. The rights and obligations contained in the Agreement and these GTCS may not be transferred by the Buyer without the prior written consent of Smappee, whose consent may not be unreasonably withheld or delayed.

18.6. These GTCS and any dispute or claim arising out of or in connection therewith shall be governed by and construed in accordance with the laws of Belgium. All disputes arising out of or in connection with these GTCS shall be settled by the Court of Kortrijk.

18.7. Any notice given must be in writing and delivered by email, unless otherwise expressly stated. All notices will be deemed to have been delivered the second business day after sending by email.

18.8. Parties acknowledge and agree that each clause of these GTCS is actually intended by them and does not create any (manifest) imbalance between the rights and obligations of the Parties.

18.9. The English version of the GTCS prevails over any local language version in case of discrepancy. Please check our website for other languages or for additional information and documentation at <https://www.smappee.com/legal-documents/>.

19. Definitions

In these GTCS the following are understood to be:

"Smappee": one of the following, including any of its Affiliates where applicable: (i) *Smappee NV, having its registered office at Evolis 104, 8530 Harelbeke, registered under number BE0849.366.642, e-mail: info@smappee.com. For all Buyers except for Buyers mentioned in the sections below;* (ii) *Smappee Services BV, having its registered office at Diksmuidekaai 11 bus 16.1, 8500 Kortrijk, registered under number BE0835.376.866, e-mail: info@smappeeservices.com. For sale and purchase of certain specific Products and Services provided by Smappee Services BV.* (iii) *Smappee Inc., having its registered office at 55 Madison Avenue, Suite 400 55, Madison Avenue, Suite 400, Morristown, New Jersey (US)07960, United States; listed under enterprise number VAT. EIN61-1750640, e-mail: info@smappee.com. For Buyers located in Americas;* (iv) *Smappee PTY, having its registered office at 1/575 Darling Street, Rozelle, New South Wales 2039, Australia, and registered under number AU21627146874, e-mail: info@smappeeservices.com. For Buyers located in APAC and Oceania.* "Affiliates": any affiliate of a Party, whether directly or indirectly controlled by a Party or under a Party's common control.

"Agreement": the binding agreement formed between Smappee and the Buyer. The Agreement contains these GTCS, together with an Offer, Order, delivery notes, invoices,

Documentation, the Terms of Use, including any hyperlinks mentioned or incorporated by reference and any other relevant documents which are entered into or agreed upon between the Parties.

"Authorized Users": a natural person or legal entity, which may include employees, agents, customers, contractors of Buyer, who are authorized to access and use the Products and/or Services through the Platform within the limits of this Agreement, for whom Buyer has provided details and created a unique username and password or who are entitled to use the Products and Services of the Platform.

"Buyer": every entity, including where applicable its Affiliates, who purchases Products and/or Services from Smappee and/or who wishes to enter into a contractual relationship of any nature with Smappee.

"Documentation": all technical documentation, manuals, instructions, specifications and other documents and materials that Smappee makes available during the term of the Agreement, which may change from time to, in any medium, describing the functionality, components, features or requirements of the Products and/or Services. This Documentation is provided as is. Smappee does not give any warranty in relation to the completeness or accuracy of this Documentation.

"Force Majeure": any act, event or circumstance which is beyond the reasonable control of Smappee, its Affiliates or (sub)contractors to perform and not otherwise caused by its negligence or misconduct and which results in or causes the failure of it to perform any of its obligations hereunder, including act of God, strike, lockout or other industrial disturbance, war or threat of war, terrorist act, blockade, riot, epidemic, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, explosion, fault or failure of plant or machinery, including, for the avoidance of doubt, any significant computer software and/or hardware failure, a shortage of raw materials or transport resources, a fire, flood, mechanical defect, non-delivery by a supplier etc.

"Offer": any sales offer that has been made by Smappee to the Buyer which contains specific conditions of the Products and/or Services.

"Order": the sales order or other written documentation which contains specific conditions of the purchase of Products and/or Services of Smappee as ordered by the Buyer.

"Parties": the Buyer and/or Smappee.

"Prices": the prices payable for the Products and/or Services, specified in an Offer, Order or invoice.

“Privacy Policy”: the privacy policy, as updated from time to time, available at <https://www.smappee.com/legal-documents/>

“Products”: the (smart) energy (management) and related products of ‘Smappee’, consisting of hardware and software components, to be further specified in an Offer and/or Order and as detailed in the Documentation.

“Platform”: the web based services such as the Smappee dashboard and/or the Smappee app.

“Platform Services”: the online access and availability and use of the Platform.

“Professional Services”: any consulting, training, implementation, extended warranty or other technical or installation services, as specified in an Offer, Order or a statement of work.

“Services”: Professional Services and Platform Services.

“Terms of Use”: the terms of use of the Platform and Platform Services, as updates from time to time, available at <https://www.smappee.com/legal-documents/>

The definitions written in plural include the singular and vice versa.

Date: version June 2023