

1. DEFINITIONS

- 1.1. "TEAL Mobility"** and **"TotalEnergies"** refer to two registered trademarks.
- 1.2. "Card"** means the TotalEnergies H2 card.
- 1.3. "TotalEnergies H2 Card"** means one or more TotalEnergies cards that enable the purchase of products on the TEAL Mobility Network.
- 1.4. "Driver"**: refers to any natural person with a valid driving licence who carries out the transport of goods in the name and on behalf of the Client and to whom the Client has entrusted the Card under his sole and complete responsibility.
- 1.5. "Customer"** means the legal entity that has signed a contract with TEAL Mobility.
- 1.6. "Contract"** refers to the Package of Contracts including the Membership Application, these General Terms and Conditions of Sale, the Card Application, the Appendices and any amendments.
- 1.7. "Party or Parties"**: refers to the Customer or TEAL Mobility individually and collectively to the Customer and TEAL Mobility.
- 1.8. "Products"** means the hydrogen distributed in the TEAL Mobility Networks and related services sold under the Agreement.
- 1.9. "TEAL Mobility Network"** refers to the network of stations that accept the TotalEnergies H2 Card. The list of stations in the TEAL Mobility Network is accessible on www.tealmobility.com and can be changed at any time.
- 1.10. "Services"** means the Services distributed within the TEAL Mobility Network as well as the Services subscribed to under the Agreement.
- 1.11. "Website"** means the TEAL Mobility website: www.tealmobility.com, hereinafter "tealmobility.com". A customer area can be accessed by choosing the customer number and a password.
- 1.12. "TotalEnergies Station"** means a distribution point that is part of the TEAL Mobility Network.
- 1.13. "Territory"** means the country in which TEAL Mobility has its registered office.

2. OBJECT

The purpose of these General Terms and Conditions of Sale (hereinafter referred to as the "T&Cs") is to establish the conditions for the operation and use of the Cards in order to purchase products distributed on the TEAL Mobility Network and to benefit from the services subscribed to under the contract.

3. VERTRAG SUBSCRIPTION

Any duly completed, dated and signed application for membership in the TotalEnergies H2 Card will be submitted to TEAL Mobility for review and acceptance prior to the conclusion of the contract. By submitting a membership application to subscribe to the TotalEnergies H2 Card, the customer accepts these T&Cs and undertakes to comply with them.

4. PRODUCTS AND SERVICES

The TotalEnergies H2 Card provides access to hydrogen distribution in the TEAL Mobility Network. For each TotalEnergies H2 card, the customer defines the products and services that can be collected or used across the network. TEAL Mobility may add to or change the list of products and services at any time. Changes to certain functions of the Card by the Customer and/or changes to the products and/or services by TEAL Mobility may result in the issuance of a new Card.

5. CHANGES

TEAL Mobility reserves the right to modify these T&Cs as well as the prices and discounts, rebates or rebates granted to the Customer at any time (hereinafter collectively referred to as the "Price Terms" for the purposes of this article). In the event of a change to these Terms, TEAL Mobility will inform the Customer fifteen (15) days prior to their entry into force via any

means of communication. The new version of the T&Cs and the price conditions will be available in the customer area. Any use of a Card after the date of entry into force of its new T&Cs or the Fare Conditions implies its unconditional acceptance by the Customer. At the customer's request, the latest version of the T&Cs and/or the fare conditions can be returned at any time. If the Customer objects to any changes to the T&Cs and/or the Tariff Terms within this fifteen (15) day period, either party may terminate the Agreement under the conditions set out in Article 17 of these T&Cs.

6. HOW THE CARD WORKS

6.1. Emission

After reviewing and accepting a membership application, TEAL Mobility will inform the customer of the number of cards requested. The confidential codes will be communicated to the customer by separate mail and/or in the customer area. If the Customer wishes to order one or more additional cards, they must place an additional order in the Customer Area, which is part of this Agreement. It should be noted that TEAL Mobility remains the owner of the cards at all times. The Customer is responsible for the safekeeping and use of the Card from the moment of receipt until its return under the conditions set out in Article 6.6.

6.2. Use

The customer is entitled to hand over one or more cards to one or more drivers. However, the customer remains solely responsible for the use and storage of the card and the confidential code associated with the card, regardless of the driver(s) concerned. Regardless of the number on it, a card is not assigned to a vehicle, but to the customer, who can freely hand it over to one or more drivers. TEAL Mobility does not monitor the pick-ups made with the Card and is not liable in any way for these pick-ups, except for those made after an objection by the Customer in the forms and conditions defined in Article 10.2 of these T&Cs. The Customer shall be and shall remain fully liable to TEAL Mobility for compliance with the provisions of the Agreement and for the use of the Card, in particular for the payment of a collection made with a Card, including in the event of loss, theft, forgery, fraudulent use or non-contractual use. In order to avoid any risk of theft, loss, fraudulent use or forgery of the Card, the Customer undertakes in particular:

- keep each card and its confidential code in a safe place and separately,
- in general, take all necessary measures to prevent third parties from becoming aware of the combination of the card and the confidential code.

The use of the Card at a TotalEnergies H2 Station in combination with the confidential code constitutes a confirmation by the Customer of the completion of the sale of the Product and is sufficient to authorize TEAL Mobility to issue an invoice to the Customer and to transfer to TEAL Mobility the right to debit the amount from the Customer's bank account in accordance with Article 12 "Billing". To confirm a purchase on the networks, the card must be used in conjunction with its confidential code, except for technical/computerized problems that may lead to the implementation of a complete manual procedure. In this case, such use entitles TEAL Mobility to charge the Customer for such transactions. The customer expressly waives any warranty and compensation from TEAL Mobility for defects or defects of any kind that may affect the card.

6.3. Duplicate

At the request of the Customer, TEAL Mobility may issue a replacement card, called a "duplicate", for a defective card or in the event of a card being blocked, with the same characteristics as the original card, the same confidential code, with a "higher" rank and will be invoiced at the rate in force at the time of manufacture. The Customer remains liable for transactions made with the original Card and any Card of "lower" rank, with the exception of Cards set aside in accordance with Article 10.2 of the GTC. The customer undertakes to return to TEAL Mobility a lower-ranking card found subsequently and not to use it.

6.4. Ticket prices

Each card will be invoiced at the time of issuance and then annually during the anniversary month of the issuance of the

first card from the date of signing this agreement. Additional cards requested outside of the anniversary month will be charged on a pro-rata basis for the remaining months up to and including the next anniversary month. The production of a duplicate or the production of a card due to parameter changes will be invoiced according to the current tariff. The tariffs applicable to the cards, duplicates and reconfigurations of cards may be modified at any time by TEAL Mobility. These are available in the customer area and will be communicated to the customer upon request. In the event of termination of the contract for any reason, the amount of the fees will not be refunded.

6.5. Validity

Subject to termination of the contract for any reason, the card will remain valid until the last day, including the month of validity specified therein. A new card will be automatically sent to the customer one month before the expiry of the active card, unless TEAL Mobility or the customer notifies otherwise. In the event of an inactive card, i.e. a valid card that has not been collected for six (6) months, a new card will only be sent at the express request of the customer.

6.6. Restitution

The cards are the property of TEAL Mobility. Each card must be returned to TEAL Mobility by the customer without undue delay and at the customer's expense after the expiry of its validity, in the event of opposition, defect or termination of the contract for any reason. Likewise, the Customer must return any inactive card, whether replaced by a new card or not, to TEAL Mobility without undue delay and at its own expense. Any return of the card must be made by the customer by registered letter with acknowledgement of receipt; otherwise, the refund would not be enforceable against TEAL Mobility. Without prejudice to any damage that TEAL Mobility may suffer, the use of a card after its expiry date, the date of opposition or termination of the contract for any reason may give rise to judicial, civil or criminal action.

7. CUSTOMER AREA - extranet.tealmobility.com

Once the Client has joined, and subject to the prior communication of their email address, they will be able to access their Client Area after choosing the Client number and a password from the www.tealmobility.com Website. The customer area allows the customer to view their fleet status and prices and access the additional services they have subscribed to.

Any use of the Client Area implies the unreserved acceptance of the specific general terms and conditions of use applicable to it and accessible on the Website. Some features of the customer area are accessible via mobile apps.

8. ADDITIONAL SERVICES AND ANCILLARY SERVICES FOR TRAVEL

One or more additional services can be subscribed to by the customer when applying for membership, by modifying the membership application or in the customer area for all their cards. TEAL Mobility reserves the right to create new services, change or delete the additional services. The subscribed additional services will come into force on the day of TEAL Mobility's acceptance of the application for membership or amendment. The customer pays a monthly fee for all his cards, the amount of which can be changed by TEAL Mobility at any time. Any Additional Service may be terminated at any time upon notice to the other party and subject to eight (8) days' notice, regardless of the other Additional Services, without affecting the Agreement.

8.1. The Infoservice Service

This service, which can only be accessed through the Client Area, allows the Client to download or consult online in particular the following transactions: Transactions awaiting invoicing, at least one (1) year history of invoiced transactions. Commercial information on this service is available in the customer area.

8.2. Le Service H2Alert

This service, accessible exclusively through the Customer Area, allows the Customer to receive anomaly reports (hereinafter referred to as anomalies) defined by themselves and by Map based on personalized criteria (budgetary, geographic, agenda, etc.). Transactions made with cards that

contradict the personalized criteria will be listed as anomalies at TEAL Mobility the day after receipt. The customer will be informed by email to the email addresses they have previously set up in the customer area. The transactions affected by these anomalies are highlighted in the customer area. The customer can choose the frequency with which they wish to be notified of these anomalies by email, between one (1) and three (3) times per day. The anomalies will gradually represent a history over a maximum period of thirty (30) rolling days. In any case, the transactions will only be classified as anomalies by the customer and therefore must not give rise to any dispute between the customer and TEAL Mobility regarding their execution and payment. It is the Client's responsibility to ensure that it complies with the provisions of Article 10.2 of the T&Cs in the event of a request for opposition.

8.3. Le Service H2Control

This service, accessible exclusively through the customer area, allows the customer to request the application of restrictions and restrictions on the use of cards (budgetary, geographical, calendar, etc.) applicable to transactions carried out at the service stations of the networks, within the limits of the limits and restrictions established in article 15. The limits and restrictions will come into force within a maximum period of twenty-four (24) hours after the Customer's configuration in the Customer Area. The customer can also suspend the use of their cards and reactivate them in the customer area. The suspension and reactivation of the cards will be taken into account within a maximum period of twenty-four (24) hours.

8.4. The complementary service for consumption reporting

This service, accessible exclusively from the customer area, allows the customer to access a budget tracker for all their cards and by type of product.

8.5. The Packs

The customer can subscribe to a package of additional services for all his cards when applying for membership or modifying the membership application. TEAL Mobility reserves the right to create, modify or delete new packs. The subscribed package will take effect on the day the application is accepted by TEAL Mobility. For this package, the customer pays once (1) per month by card the monthly price of the package, the amount of which can be changed at any time by TEAL Mobility. A Package may be modified at any time upon notice to the other party and notice of eight (8) days from the first day of the month following such notice period. Each change will result in the signing of a change request.

9. RESPONSIBILITY

The customer undertakes to strictly comply with all safety instructions posted in the station and in the acceptance network.

The transfer of the risk of loss or damage to the Products and/or liability for any damage that the Products may cause shall be made to the Customer at the time of removal of the Product from the dispensing gun.

10. SUSPENSION AND OPPOSITION TO CARDS

10.1. Card blocking

TEAL Mobility may, in the event of late payment or partial payment of one or more invoices issued under the contract or any other contract signed with TEAL Mobility, automatically and without formality, block the card after sending an email to the customer that has remained ineffective for twenty-four (24) hours. The blocking of the card does not entitle the customer to compensation. The blocked card can be reactivated after payment of the amounts due and with the consent of the customer and TEAL Mobility. The provisions of this article do not prohibit TEAL Mobility from exercising the termination of the contract under the conditions set out in Article 17 of the GTC. The card may also be suspended under the conditions set out in Article 18 of the GTC in the event of

insufficient funds.

10.2. Opponent Cards

In the event of loss or theft of a card, the customer must immediately block the card as follows:

- notify TEAL Mobility to request opposition to the card by providing the contract number and card number either by email to TEAL Mobility or through the customer area;
- by registered letter with acknowledgement of receipt within twenty-four (24) hours, together with the loss or theft report made to the competent police authorities. The Customer must provide TEAL Mobility with all information in its possession about the circumstances of the loss or theft of the Card and take all necessary steps to locate the Card. The customer must refrain from using a blocked card and undertakes to return to TEAL Mobility any blocked and later found card. The Customer's liability to TEAL Mobility may cease to arise two (2) business days after receipt of the written confirmation of the TotalEnergies H2 Card opposition request. After this period, the customer will no longer be liable for transactions made with this card, unless:
 - the customer or driver has not taken the necessary measures to ensure the confidentiality of the code, or
 - the customer or driver has given the card to an unauthorized third party, or
 - the customer or driver has lost the card or the card has been stolen negligently, or
 - the Customer has not returned the Card found after the appeal to TEAL Mobility under the conditions set out in Article 6.6.

In the event that TEAL Mobility detects any suspected abnormal use of a card, it reserves the right to oppose the card without the customer being entitled to compensation. The consequence of this contradiction is that the use of the card is prohibited on all networks. At the customer's request, a new card will be sent to him. TEAL Mobility cannot be held responsible for the consequences of an appeal that does not come from the customer's authorized representative.

11. PRICES OF PRODUCTS AND SERVICES

11.1. Fuel

Fuels are billed according to the TEAL Mobility Network used and the country of pick-up, based on the TEAL Mobility scale in force on the day of collection.

The scale can be viewed at any time at TEAL Mobility and/or in the customer area. They are subject to change at any time without notice.

11.2. Service prices

The other products and services will be invoiced according to the sales prices charged by the point of sale on the day the transaction is completed.

11.3. Prices for promotions that are not carried out through the customer area

In the event that the Customer requests TEAL Mobility to carry out certain interventions on their Customer Account instead of performing them directly through the Customer Area, the Customer may be charged fees for the management of the Services, in addition to the costs of reconditioning the Cards.

These are the following measures, but the list is not exhaustive:

- Creation of a map;
- Changing the map settings;
- Deletion and opposition of a card;
- Duplicate after objecting a card;
- Configuration of H2Alert and H2Control services;
- Virtual Code-Shipwreck.

The price of these shares is available in the Client Area. If these actions are carried out by the customer through the customer area, the administration fees are free of charge. TEAL Mobility reserves the right to change these management fees without prior notice.

11.4. New products and services

In the event that TEAL Mobility develops new products and services that are accessible with the Card, the Customer accepts that TEAL Mobility may receive

service fees and acknowledges that any transaction in relation to the said products and services made with the Card constitutes an unreserved acceptance of the terms and conditions applicable to such products and services, in particular prices.

12. INVOICING

12.1. General Provisions

For transactions carried out in the Territory, the Customer will receive an invoice in paper or electronic form and/or a bi-monthly direct debit (unless otherwise specified by TEAL Mobility), the payment method and payment deadline of which are indicated in the Membership Application and correspond to the products, services and ancillary services paid for with the Cards and related media. as well as any associated service fees. The creation and dispatch of paper invoices incurs administrative fees, which are payable by the customer. For transactions made abroad, invoices will be issued in paper or electronic format and/or direct debits by country of collection, issued directly by the TEAL Mobility subsidiary in the country concerned or, failing that, by a TEAL Mobility partner in charge of invoicing. These invoices and/or direct debits have the same frequency as the invoices issued for the territory and are issued in the currency of the country where the service is collected or provided. For any conversion of the amount of a transaction between the currency of the country in which the service is collected or provided and the customer's billing currency, the exchange rate on the day of invoice processing will be applied. The customer bears the hedging of the exchange rate risk. Each invoice (and/or debit note) will be accompanied by a detailed list of transactions by country of collection, which will serve as proof of collection, summing up and converting the invoice currency chosen by the customer or, failing that, into the currency in force in the territory, at the rates in force on the day the invoice is processed. TEAL Mobility reserves the right, at the request of the customer, to charge an administrative fee for sending a paper duplicate invoice.

12.2. Electronic invoicing

It is a service that allows the Customer to view and download their invoice for the products and services paid for with the Customer's cards, as well as the related ancillary services, in dematerialized form instead of paper in the countries where it is available, upon receipt of an email notification of availability. Access to this service implies acceptance of the following conditions:

- the client has carried out the necessary checks to ensure that they have sufficient tools to benefit from them,
- The Customer declares that it has been informed of the conditions for the archiving of electronic invoices and acknowledges that it is solely responsible for the archiving method it uses.

Since invoices are accessible for eighteen (18) months from the moment they are made available in the Customer Area, it is the Customer's responsibility to download their invoices each month to archive them in their own systems, except in the event of termination of the Service or in the event of closure of their Customer Account. The electronic invoice, like the paper invoice, is the supporting document for the payment request issued by TEAL Mobility and constitutes a tax and accounting receipt.

13. PAYMENT

The Client agrees to pay the amounts due in full by direct debit fifteen (15) days after the date of invoice (and/or direct debit), unless otherwise specified in the Membership Application. TEAL Mobility does not accept payment by cheque unless specifically stated. No discount will be granted in the event of early payment. If payments by SEPA (Single European Payment Area) are provided for under the applicable Special Conditions, the information on each of these direct debits is included in the mandate issued by the customer to authorise SEPA direct debits. Any invoice (and/or direct debit) sent by post or by electronic means reminds the customer that payment by SEPA direct debit will be made in accordance with the due date of the direct debit indicated on the invoice (and/or direct debit). This invoice (and/or direct debit) therefore serves as an advance notice of this SEPA

direct debit. By way of derogation from the rules applicable to payment by SEPA Direct Debit, the invoice (and/or direct debit) may be sent to the Customer within fourteen (14) calendar days prior to the scheduled due date. Any delay in payment and/or any partial payment of a single invoice (and/or direct debit) will result cumulatively by operation of law and without prior notice of default:

- the immediate payment of all amounts owed by the Customer, even if they are not due and not invoiced, including the other contracts that the Customer has signed with TEAL Mobility. TEAL Mobility may make the execution of a new use of the Card subject to these provisions, require the return of the Cards and/or refuse to do so;
- applying for a late payment penalty to be paid on the day following the date of payment indicated on the invoice (and/or debit note), without the need for a reminder calculated on the basis of the interest rate applied by the European Central Bank to its last refinancing operation, plus 10 percentage points;
- the invoicing of the lump-sum compensation for recovery costs in the amount of 40 euros, in accordance with Article D. 441-5 of the Commercial Code.

TEAL Mobility reserves the right, in addition to the said lump sum, to request additional compensation for any other costs incurred as a result of the late payment, in particular if the case is referred to TEAL Mobility's litigation and/or collection departments. In addition, any transmission of the file to TEAL Mobility's litigation and/or collection departments will result in the calculation of a contractual penalty equal to 5% of the amount of the claim, including VAT, but not less than 100 euros. Any partial payment of the invoice (and/or direct debit) will be credited first and by operation of law against the non-preferential part of TEAL Mobility's claim. The rights of TEAL Mobility or a subsidiary of TEAL Mobility and its partners, referred to in Article 12, in relation to invoices (and/or direct debits) issued by one of these companies shall be transferred to TEAL Mobility or any other company that replaces it, which the Customer expressly accepts. Customer must release itself from its payment obligation to TEAL Mobility or the substitute company designated to it, and the warranties or guarantees given expressly cover such payments.

14. CLAIMS

Any complaint regarding a defective product must be notified to TEAL Mobility within one week of delivery of the product in question, attaching supporting documents. After this period, no complaint is permitted. In the event that the supply of products and/or ancillary services has taken place outside the network of points of sale operated by TEAL Mobility, TEAL Mobility's sole responsibility will be to forward the complaint as soon as possible to the entity responsible for the point of sale where the product and/or ancillary service was delivered. TEAL Mobility acts as an enforcer of the applicable regulations in the acceptance network and is not responsible for the content of these regulations or the applicable tariffs and tariffs. The customer undertakes to check his invoices regularly. Any complaint or dispute regarding the amount or type of transactions summarized on the invoices must be addressed in writing to TEAL Mobility within two (2) months from the date of the invoice (or direct debit) and must be accompanied by supporting documents. After this period, no further complaint is permitted. No claim can justify the non-payment of an invoice in whole or in part when it is due. In any case, TEAL Mobility cannot be held responsible for any delays in the transmission of transactions made with the card by the points of sale.

15. BLOCKING CEILINGS

15.1. Customer Blocking Blanket

TEAL Mobility reserves the right, at the time of entering into the contract or at any time during its execution, to set a maximum blocking amount for transactions for all cards (hereinafter referred to as the "Customer Limit") and to make the provision of products and additional services conditional on compliance with this limit.

This customer limit depends on the outstanding amount of the customer and the amount of guarantees he provides.

Once the customer limit is reached, all cards will be blocked and no transaction can be made.

The fact that you do not set a customer limit at the time of entering into the contract shall not be construed as a waiver by TEAL Mobility of the right to set a customer limit at a later date.

15.2. Blocking Limit Cards

TEAL Mobility also reserves the right, at the time of entering into the contract or at any time during its execution, to set a maximum blocking amount for card transactions per day (hereinafter referred to as the "Card Limit") and to make the provision of the Products conditional on compliance with this limit. As a result, the card will continue to be accepted at the resort as long as the card limit has not been reached (if the customer limit itself has not been reached). Once the appropriate card limit for the day is reached, the card will be blocked and no transactions can be made with it.

16. DURATION – EFFECTIVE DATE

The contract is concluded for a fixed term of one (1) year from the date of acceptance of the membership application by TEAL Mobility and is automatically renewed by tacit agreement for consecutive periods of one year.

17. TERMINATION OF THE CONTRACT

Either party may terminate the Agreement at any time, provided that it notifies the other party by email with acknowledgement of receipt with eight (8) days' notice. The contract may be terminated by TEAL Mobility by operation of law, without notice period, without compensation, by simple notification by e-mail with acknowledgement of receipt:

- in the event of non-compliance with any of the obligations incumbent on the Customer, such as: total or partial non-payment of a single invoice at the end of the term, failure to comply with the guarantees required under Article 18 below, fault or negligence of the Customer in the use of his Card,
- in the event of a change of control in the Client's capital, if, in TEAL Mobility's opinion, such change is likely to reduce the financial guarantees provided by the Client, specifying that the Client must notify TEAL Mobility in writing of any change,
- if all cards have been returned to TEAL Mobility or have been the subject of opposition proceedings.

Termination will automatically and automatically result in payment of the amount due to the other party. The Customer is obliged to comply with all invoices issued by TEAL Mobility and unlawful, as well as all uninvoiced transactions for the products, services and ancillary services collected. Termination of the contract for any reason obliges the customer to return the cards to TEAL Mobility by operation of law and prohibits the customer from using them. However, if the customer continues to use one or more cards after the termination of the contract, he will be liable for the transactions carried out with these cards and will be subject to criminal sanctions, without prejudice to any damages.

18. GUARANTEE

As a guarantee of its obligations, the Customer shall provide TEAL Mobility with a guarantee at the time of conclusion of the contract and/or at any time during the performance of the contract, in accordance with the Special Conditions, valid for the entire term of the contract. If applicable, the Customer shall provide new guarantees at the request of TEAL Mobility at the request of TEAL Mobility no later than two (2) billing periods before the expiry of the above-mentioned guarantees in order to ensure sufficient coverage of its obligations. If the guarantees offered by the customer prove to be insufficient during the term of the contract, TEAL Mobility may request additional guarantees at any time. TEAL Mobility's agreement to enter into the contract without the customer providing any guarantees shall not be construed as a waiver by TEAL Mobility of the right to

request guarantees at a later date. If the customer fails to provide the necessary guarantees, TEAL Mobility may block the card by operation of law without undue delay, without prior notice and without formality. The suspension does not entitle the customer to compensation. The blocked card can be reactivated after a guarantee has been issued in accordance with TEAL Mobility's request. In the absence of such a guarantee, TEAL Mobility may terminate without notice under the conditions set out in Article 17.

19. FORCE MAJEURE

Force majeure is considered to be one that releases TEAL Mobility from its liability, in particular wars, riots, embargoes, blockades, civil unrest, acts of violence, technical malfunctions, events of any kind that disrupt the supply or transport conditions, strikes or other social disturbances, regardless of their cause, natural or weather disasters, fire, explosion. During its duration, force majeure suspends the performance of the contract for the parties. Each of the parties reserves the right to terminate the contract under the conditions set out in Article 17.

20. CESSION

TEAL Mobility may assign all or part of its rights and obligations under this Agreement to any of the companies of the TEAL Mobility group at any time. The customer must refrain from assigning or transferring the rights and obligations arising from the contract in whole or in part in any form. Notwithstanding the foregoing, the parties agree that they may freely or partially assign their right to receive and receive payments under the Agreement to third parties without prior formalities.

21. CONFIDENTIALITY

The parties are bound by confidentiality under the Agreement and will keep the terms of the Agreement strictly confidential. Otherwise, legal action may be taken. However, the parties are entitled to transmit confidential information arising out of or arising out of the Agreement:

- to their directors, employees, accountants, insurers, auditors, legal and financial advisors, bankers, financial institutions, assignees or potential assignees, agents or representatives, if they are under an obligation of confidentiality;
- the companies of the group to which they belong;
- to the judicial or government authorities upon judicial order or at the request of the authorities, provided that the party who must be obliged to do so immediately informs the other Party in writing;
- to national or European regulatory authorities, if the Contracting Party that is obliged to do so immediately informs the other Contracting Party in writing.

The price conditions enjoyed by the customer are strictly reserved to him and he undertakes to keep them strictly confidential. The Customer shall be solely liable to TEAL Mobility for any breach of the confidentiality obligation established in this article. This confidentiality obligation is in place for a period of two (2) years after the expiration of the Agreement. The Customer agrees to pay TEAL Mobility a lump sum compensation of €10,000, excluding VAT, for the breach of this clause, without prejudice to TEAL Mobility's right to claim compensation for any damage suffered as a result.

22. APPLICABLE LAW - ALLOCATION OF JURISDICTION

The Agreement is governed by the laws of the country in which TEAL Mobility is located. Any dispute regarding the interpretation, performance and/or termination of the contract will fall under the exclusive jurisdiction of the Commercial Court at the registered office of TEAL Mobility, even in the case of summary proceedings.

23. PROTECTION OF PERSONAL DATA

The parties undertake to comply with Law No. 78-17 of 6 January 1978, as amended, and Regulation No. 2016/679 ("GDPR") on the protection of personal data, hereinafter referred to as the "Applicable Regulations". As part of the performance of this Agreement, TEAL Mobility will process the personal data of the Customer and the Drivers under the following conditions:

(i) for the processing intended for the performance of the contract and the monitoring of the commercial relationship with the customer (management of the customer's file, processing of the application, production and dispatch of cards, sending confidential codes attached to the cards, processing requests, provision of additional services and ancillary services to the trip to which the customer has subscribed; Invoicing of transactions and fees, satisfaction survey), TEAL Mobility is the data controller.

The Customer is also advised that the Service Stations may be subject to video surveillance to ensure the safety of persons and property, as well as to determine the circumstances of any damage. The customer is advised that he and his employees may be filmed at the service stations. In the event of an incident, the images, which are stored for a maximum of one month, can be viewed by authorized TEAL Mobility personnel, their service providers and law enforcement agencies. If necessary, the data may be transmitted to TEAL Mobility's insurer in order to determine the circumstances that caused a claim or damage.

(ii) TEAL Mobility and the Customer are jointly responsible for certain processing. In particular, the Customer may process the data of its employees and/or vehicles or other data collected in the context of the performance of the contract. The data collected will be processed by the customer for the following purposes:

(i) requesting and managing cards, accessing, authorizing and configuring the customer area; Use of the additional services and additional services to the trip for which he has registered. Each party undertakes to comply with the requirements of the GDPR in this context and remains solely responsible for any failure to comply with its obligations as far as it is concerned. The Client undertakes to inform its employees about the processing of their personal data within the framework of the Agreement.

The data is reserved for use by TEAL Mobility and may only be transmitted to companies of the TEAL Mobility Group or to service providers, suppliers and partners involved in the performance of the contract. This data will be kept by TEAL Mobility in accordance with the regulations in force. Personal data processed under the Agreement may be transferred outside the European Economic Area for the purpose of performing the Agreement. Where applicable, they will be protected in accordance with the applicable regulations, by signing the European Commission's Standard Contractual Clauses or, where applicable, by TEAL Mobility Group's Binding Corporate Rules (or BCRs).

The customer and the driver have the right to access, rectify, delete and oppose the processing of their personal data. To the extent provided for in the applicable regulations, the Customer or the Driver may request the transfer of their personal data and has the right to establish guidelines for the fate of their personal data after their death, the limitation and portability of their data and/or to lodge a complaint with the competent supervisory authority. In cases where the Customer acts as a data controller within the meaning of the applicable regulations, the Customer must comply with its obligations to protect the personal data of its employees. The customer must inform its employees of their rights in accordance with the applicable regulations. The customer is informed of the existence of a policy on the management of personal data in the TEAL Mobility customer area, which can be accessed through the website. All requests must be sent by email: dataprivacy@tealmobility.com or to the following address: TEAL Mobility, 6 boulevard de Pesaro - 92000 Nanterre, France.

24. HEED

21.1. TEAL Mobility and the Customer undertake to perform the Agreement in strict compliance with the laws and

regulations applicable to them.

21.2. In particular, in accordance with the anti-corruption laws applicable to the activities governed by this Agreement and, more generally, to TEAL Mobility and the Customer or its parent companies, and in application of their policies and procedures:

- a. the Customer acknowledges that neither the Customer nor any person acting on its behalf has made or will offer or offer any payment, gift, promise or other benefit, whether directly or through intermediaries, for the use or benefit of any person in relation to the Contract, to the knowledge of the Customer; whether or not it is a public official (the "Beneficiary"), provided that such payment, gift, promise or benefit has or will have the purpose of (i) influencing any act or decision of the Beneficiary, (ii) encouraging the Beneficiary to take or refrain from taking any action in breach of its legal obligations, (iii) obtain an undue advantage and/or (iv) induce the beneficiary to use its influence to obtain an act or a decision of a public service, public authority or public undertaking;
- b. the Client undertakes to impose on its employees the obligations set out in this Article 24 ("Compliance");
- c. the Client shall organise and carry out appropriate internal controls to ensure that all payments made in connection with the performance of this Agreement are authorised and comply with the Agreement and in particular with this Article 24 ("Compliance");
- d. in the event that a public official (or a close personal acquaintance of such official, a "close member") directly or indirectly owns or holds shares or shares in the Client or is an officer, director or representative of the Client, the Client undertakes to inform TEAL Mobility in writing and to take appropriate measures to ensure that such public servant (or a related member) complies with the applicable legislation, in particular with regard to conflicts of interest and the anti-corruption provisions described in Article 24(2)(a).

21.3. TEAL Mobility and the Customer undertake to reject any form of money laundering of funds, securities or assets whose origin is unlawful and not to use the contractual relationship in any way for the purpose of money laundering and/or terrorist financing. As part of the performance of the contract, the customer certifies the lawful origin of the promised funds and undertakes to provide TEAL Mobility with all supporting documents upon request.

21.4. In addition, TEAL Mobility and the Customer undertake to comply with the laws, regulations, embargoes or other restrictive measures relating to economic sanctions and export controls issued and/or applied by the American, European and French authorities responsible for the parties and/or this Agreement.

Neither party shall be obligated to perform its obligations under this Agreement if such performance constitutes, or may constitute, a breach of, or is inconsistent with it, or exposes such party (the "Affected Party") to a judgment under the laws or regulations applicable to the Parties with respect to economic sanctions and export controls. If this is the case, the affected party shall immediately inform the other party in writing of its inability to perform this Agreement.

Upon such notice, the affected party may then (i) suspend the performance of its affected contractual obligations until it is able to lawfully perform its obligations, or (ii) terminate this Agreement if the affected party is unable to lawfully perform its obligations without the other party having the opportunity to exercise the indemnification rights provided for in the agreement.

25. ELECTRONIC CONTRACT SIGNING

The Parties expressly agree that in the case of electronic signature of the Agreement, the Agreement is the original of the Agreement and is binding between the Parties. The parties undertake not to challenge the admissibility, enforceability or probative value of the contract on the basis of its electronic nature. The parties expressly acknowledge that the electronically signed contract constitutes written evidence and has the same probative value as a written document in paper form. Consequently, the parties expressly acknowledge that the contract can be validly enforced against

them. These provisions apply to any amendment to the contract that must be signed electronically by the parties. The electronic signature solution used is the solution of a trusted service provider qualified by the General Security Repository (RGS) that declares to ensure the technical security and evidentiary value of the implemented electronic signature system. The archiving of the electronic evidence is carried out by this service provider.

26. CUSTOMER ACCEPTANCE

These T&Cs are expressly approved and accepted by the Customer, who declares and acknowledges that, prior to signing the contract, he has received all the useful and necessary information that will allow him to give free and informed consent. The Client therefore waives the right to invoke contradictory documents and, in particular, its own General Terms and Conditions of Purchase.

GENERAL TERMS AND CONDITIONS OF SALE