

**General Terms and Conditions of Sale (GTC) applicable to the Belib' electric charging service
Individual and professional visitors**

Effective as of November 12, 2024

PREAMBLE

These General Terms and Conditions of Sale (GTC) apply to the charging service (hereinafter referred to as the "Charging Service") for electric or plug-in hybrid vehicles called "BELIB'", accessible at charging stations installed by the City of Paris on public roads and in private parking lots, and operated by TEVGO – Société par Actions Simplifiée à Associé Unique with a capital of 3,050,000 euros, RCS Nanterre number 879 321 487 – Tour Michelet, Building B/C, 24 Cours Michelet, 92800 Puteaux. TEVGO is a 100% subsidiary of TotalEnergies Marketing France.

These General Terms and Conditions of Sale (GTC) are supplemented by a Subscription Form; all these documents forming the Contract as defined below and constituting an indivisible whole.

ARTICLE 1: DEFINITIONS

The terms starting with a capital letter in these present conditions have the meaning given below.

"Subscriber": refers to any natural or legal person (private or public law) who subscribes to the Charging Service.

"Subscription": refers to the subscription plan to the BELIB' service, with pricing specified in the offer in effect at the time of subscription by the Subscriber. It allows a Subscriber to charge their Vehicle, identified during Subscription, according to the conditions specified in the BELIB' contract and at the rates listed in Annex 1. A Subscriber can only hold one Subscription for charging a Vehicle. If a Subscriber has multiple Vehicles, they must have as many Subscriptions as Vehicles.

"Accessories": refers to any approved equipment allowing the connection of the Vehicle to a Charging Station (for example, the approved connection cable).

"Mobile Application": refers to the application available within the Belib' Charging Service, operating in iOS and Android environments, which allows a Subscriber to locate – and possibly reserve – a Charging Station, create and access a Personal Space to consult or modify their personal data, view their charging and reservation history, and the corresponding invoices, as well as perform a charge. It also allows a Visitor to locate a Charging Station and pay for a charge without creating an account.

"Belib' Badge": refers to the RFID badge(s) issued to the Subscriber upon subscription or during the contract allowing access and use of the Charging Service and benefiting from outbound Roaming for Charging during the Subscription period.

"Third-party Badges": refers to the badge(s) offered by other mobility operators than the Operator, allowing a Third-party Visitor to access and use Charging Stations as part of inbound Roaming for Charging.

"Charging Stations" or "Charging Point": refers to the vehicle charging stations operated by the Operator and available as part of the Charging Service subject to these General Terms and Conditions of Sale. A Charging Station is equipped with one or more Charging Points, allowing vehicle charging according to the restrictions and pricing conditions detailed in Annex 1.

"Third-party Charging Stations": refers to the vehicle charging stations operated by other charging operators than the Operator, which a Subscriber can use with a Belib' Badge, as part of outbound Roaming for Charging.

"General Terms and Conditions of Sale" or "GTC": refers to this document accepted by the Subscriber when subscribing to the Charging Service, or by the Identified Visitor when using the Application.

"Contract": refers to the charging service contract subscribed by the Subscriber with the Operator. The Subscription Form and these GTC form the Contract.

"Operator": refers to the company TEVGO as mentioned in the preamble.

"Subscription Form": refers to the subscription form completed and accepted by the Subscriber from the Website or the Application. The Subscription Form is an integral part of the Contract.

"Inbound Roaming for Charging": refers to the ability of a Third-party Visitor to use Charging Stations with a Third-party Badge and without subscribing to a Contract with the Operator.

"Outbound Roaming for Charging": refers to the ability of a Subscriber to access and use Third-party Charging Stations with the Belib' Badge, within the framework of the Contract and without the need to conclude a subscription with the operators of the Third-party Charging Stations.

"Individual": qualifies any natural person using the Charging Stations for purposes not related to their commercial, industrial, artisanal, or liberal activity.

"Payment Service Provider": refers to the company designated below and the payment service provider of the Operator within the framework of the Charging Service: FISERV.

"Charging": refers to the different types of charging that can be offered within the framework of the Charging Service, namely:

- MOTO Charging: corresponds to a charging power equal to or less than 3.7kW for Visitors or subscribers of electric two-wheelers.

- FLEX Charging: corresponds to a charging power equal to or less than 7kW.

- BOOST Charging: corresponds to a charging power equal to or less than 22kW.

- BOOST+ Charging: corresponds to a charging power equal to or less than 50kW.

"RFID": a method of remote identification using markers and radio frequency readers.

"Charging Service": the electric charging service provided by the Operator.

"Website": refers to the Charging Service's Website accessible at the following address: [URL].

"Charging Station": refers to an electric charging station in the city of Paris, which consists of parking spaces each equipped with a Charging Station. The list of Charging Stations available within the framework of the Charging Service is available on the Website and the Mobile Application.

"**User**": refers to any natural or legal person (private or public law) using the Belib' electric charging network.

"**Vehicle**": refers to the private vehicle of the Subscriber or Visitor, electric or plug-in hybrid, for which the Charging Service is used. Without further details, the term "Vehicle" refers to the Vehicle itself and its Accessories. The Vehicle can be a private car, a light utility vehicle, or an electric two-wheeler, including bicycles.

"**Visitor**": indiscriminately refers to an Identified Visitor and/or a Third-party Visitor and/or a natural person with a bank card, using the Charging Service.

"**Identified Visitor**": refers to any natural or legal person (private or public law) using the Charging Service with the Mobile Application or the Website.

"**Third-party Visitor**": refers to any natural or legal person (private or public law) using the Charging Stations as part of inbound Roaming for Charging.

ARTICLE 2: PURPOSE – DESCRIPTION OF THE CHARGING SERVICE

2.1. The General Terms and Conditions (GTC) define the terms and conditions under which the Charging Service is subscribed to and executed, between the Operator and the Subscriber or Visitor. The use of the Charging Service and the Charging Stations is subject to acceptance and compliance by the Subscriber or Visitor with the rights and obligations set out in these GTC, as well as the General Terms of Use governing the use of the Belib' Website and the Belib' Application.

2.2. The Charging Service includes the following services:

• **Access to Vehicle Charging**

As part of the Charging Service, the Subscriber or Visitor can charge their Vehicle at a Charging Station, in a parking space equipped with a Charging Station. The Subscriber accesses and uses the Charging Service with the Belib' Badge.

The Identified Visitor accesses and uses the Charging Service with the Application.

• **Access to the Personal Space for Subscribers, accessible from the Website and the Application**, allowing the Subscriber to activate a Belib' Badge, view their invoices, or consult their consumption history (location, duration, cost of each charge), view and modify their personal information.

• **Access and use of Third-Party Charging Stations with the Belib' Badge or the Application**, under the conditions and terms defined below.

ARTICLE 3: DURATION

The Subscription is taken out and comes into force on the day of the Subscription for a period of one (1) year and is renewed on each anniversary date of the subscription date.

As the Contract is entered into remotely, it is deemed to have come into force on the date of receipt by the Subscriber of the recap email sent to the Subscriber to confirm their subscription request.

The Subscription will renew automatically on each subscription anniversary date, unless the Subscriber notifies the Operator of their will not to renew their subscription, up until the day before the renewal date.

The subscriber logs into their customer account, in the section "My subscription" and selects "Cancel" next to the subscription they do not wish to renew. Once the request is proof-read and confirmed by the Subscriber, it is received and treated as soon as possible. The subscriber receives an e-mail once his request had been completed.

ARTICLE 4: CONDITIONS AND TERMS OF SUBSCRIPTION

4.1. Subscription to the Charging Service is open to legal entities and individuals of legal age, subject to the acceptance and compliance with these T&Cs, provision of the required information, and payment of the subscription fees mentioned in Article 7.1. The Subscriber declares that all information and documents provided during the subscription process are accurate and agrees to inform the Operator of any changes without delay via the Personal Space or by phone as mentioned in Article 15.1. Failure to notify or provision of insufficient or incorrect information may result in the automatic termination of the Charging Service.

4.2. The Subscriber can request to benefit from the Charging Service by subscribing to a Contract by logging into the Website or the Application. The Subscriber must complete the online Subscription Form to create an account, read, and accept the T&Cs.

The Subscriber may set up an account on the Application (iOS or Android) or Website, respectively by downloading the Belib' Application to their smartphone or visiting the Belib' Website. After clicking on "Create an Account", the Subscriber is invited to enter the following information:

- Email address
- Password

The Subscriber must then check the box to accept the Terms and Conditions of Access and Use and choose whether he/she accepts to receive promotional offers.

The Subscriber is sent a 4-digit code from Belib' to the email address provided to set up the account. This code must be entered in the Subscription Form.

The Subscriber then confirms registration.

Once the account has been set up:

The Subscriber selects the type of account (Personal or Business), then clicks "Next" to access their account

where they can "Subscribe to an offer":

If the customer is a resident of Paris → resident offer

If they live outside Paris → non-resident offer

To subscribe to the offer, the Subscriber must:

- Enter their personal information
- Check the box to confirm their personal data
- Enter their payment information.

By subscribing to the Charging Service, the Subscriber warrants that they have read and accepted these TCAUs and the Subscription Form.

4.3. The Identified Visitor can access and use the Charging Service by purchasing a One-off Charge using their mobile phone from the Website or the Application, subject to the acceptance and compliance with the General Terms and Conditions of Sale (GTC), and the approval of the pre-payment authorization.

Before using the Website or the Mobile Application, the Identified Visitor must accept the General Terms and Conditions of Sale.

The Identified Visitor must place their order when standing in front of a Charging Station and then follow the instructions provided below and on the Charging Station.

From the Website or the Mobile Application, the Identified Visitor purchases a Recharge by completing the online Form directly:

- The Identified Visitor selects the Charging Station and the type of Recharge they wish to purchase, acknowledges and accepts the General Terms and Conditions of Sale (GTC), then enters their first name, last name, and email address, before confirming the order;
- The Identified Visitor is redirected to the Payment Service Provider's Website to enter their banking details and obtain a payment pre-authorization for the amount of the Recharge they wish to carry out. The payment pre-authorization amount is limited to 150 euros;
- The Identified Visitor receives a confirmation email of their purchase at the email address they provided;
- The Identified Visitor starts the Recharge using the Application under the conditions outlined in Article 6.4 below; they will receive a notification by email and/or on their Smartphone when the vehicle's charging has started.
- Upon completion of the Recharge, the Identified Visitor receives a notification of the charging process's end via email and/or on their Smartphone, and they are billed according to the conditions described in Article 7.4 below. The Identified Visitor must start the Recharge within the specified time frame. Otherwise, they will need to make a new request via the Website or the Mobile Application. No charge will be made to the Identified Visitor if they have not started charging their Vehicle.

ARTICLE 5: RIGHT OF WITHDRAWAL

5.1 Subscribing Parties

The Individual Subscriber and the Professional Subscriber with fewer than 5 employees in the company, whose primary business activity is excluded from the scope of this Agreement, are entitled to a right of withdrawal in the case of a remote or off-premises subscription. This right can be exercised without penalty and without providing a reason, within fourteen (14) days from the date of subscription. If this period expires on a Saturday, Sunday, or public holiday, the withdrawal period is extended to the next working day.

The concerned Subscribers must inform the Operator of their exercise of the right of withdrawal by sending a letter to the Operator at the address provided in Article 15.1. This letter is available in the General Terms and Conditions of Sale (GTC) in your client area and in Appendix 2 of this document.

When the right of withdrawal is exercised, the Operator will refund, if applicable, the Subscriber for all sums paid under the Agreement, within fourteen (14) days from the date the Operator was informed of the Subscriber's decision to withdraw. The refund will be made using the payment method chosen by the Subscriber during their subscription request.

After 14 days, the right of withdrawal can no longer be exercised.

The Subscriber may expressly request to immediately benefit from the Recharge Service, without prejudice to the right of withdrawal. In this case, if the Subscriber exercises their right of withdrawal, they will be liable for any amounts due to the Operator for the subscription and use of the Recharge Service up to the date of the withdrawal.

5.2. Identified Visitor

In the case of a remote purchase of a Recharge through the Website or Mobile Application, the Identified Visitor is informed that they cannot exercise their right of withdrawal, as they request that the Recharge be fully executed before the end of the withdrawal period, and the Recharge is for immediate use with a limited validity period. The Identified Visitor is invited to waive their right of withdrawal at the time of ordering.

ARTICLE 6: CONDITIONS FOR ACCESS AND USE OF THE RECHARGE SERVICE

Access to the Recharge Service is provided either anonymously, when payment is made at the time of charging via credit card, or when the Visitor identifies themselves through a subscription, or by using the Belib' Application or Website www.belib.paris. Identification does not imply subscription.

6.1. Belib' Badge

Subscribers access the Charging Stations of the Recharge Service using a Belib' Badge. Each Belib' Badge allows:

- Access to the Charging Stations available as part of the Recharge Service, as well as the ability to charge a Vehicle by identifying themselves as a Subscriber;
- The activation of the Vehicle's charging and the start of billing for the associated Recharge Service by placing the Belib' Badge on the reader located on the Charging Station.

The use of Third-Party Charging Stations by the Subscriber with a Belib' Badge as part of Outgoing Roaming for Recharge must be carried out in accordance with the usage and safety instructions set forth by the operator of the respective Services, as displayed on the Third-Party Charging Stations or on their Website, and which the Subscriber agrees to follow.

The Belib' Badge is not a payment method. The Belib' Badge becomes the property of the Subscriber upon receipt and requires activation by the Subscriber on the Website or Mobile Application to become functional, using the number printed on the Belib' Badge.

Usage Precautions

Each Belib' Badge contains a chip and an antenna, the proper functioning of which depends on basic usage precautions. The Subscriber is solely responsible for the use of each Belib' Badge issued and agrees to follow all usage instructions made available to them, particularly to avoid subjecting the Badge to twisting, bending, cutting, extreme temperatures, electromagnetic effects, high humidity, or any other treatment that could impair the proper functioning of the Belib' Badge. Failure to comply with these

instructions may result in degradation of the Recharge Service, and the Subscriber may experience billing anomalies.

Loss, Theft, or Defect of Belib' Badge(s)

In the event of the loss or theft of Belib' Badge(s), the Subscriber is advised to immediately inform the Operator by phone. The Subscriber must provide their contract number and/or the number of the Belib' Badge. The Subscriber may request a replacement Belib' Badge from Customer Service, which will be issued and charged according to the terms specified on the Website and Mobile Application.

In the absence of such notification, the Operator disclaims any liability for misuse of a lost or stolen Belib' Badge by a third party, and the Subscriber will remain liable for all amounts owed for any use of the Belib' Badge(s) in their possession.

If a Belib' Badge malfunctions, the Subscriber should immediately inform the Operator and return the defective Belib' Badge to the Operator at the contact details provided in Article 15.2. If the malfunction is not attributable to the Subscriber, the defective Belib' Badge will be replaced free of charge. The Operator's liability is limited to the replacement of the defective Belib' Badge. If, after verification, the malfunction is attributable to the Subscriber, they can submit a new request for a Belib' Badge via the Website, and the Badge will be charged according to the terms specified on the Website and Mobile Application.

In all cases:

- The Operator will deactivate the Belib' Badge as soon as it receives the report of loss, theft, or defect of the Belib' Badge.
- The Operator will not refund Belib' Badges requested by the Subscriber under a new Contract between the date of loss, theft, or defect of the Belib' Badge and the date the Subscriber receives the replacement Belib' Badge.

Request for Replacement and Withdrawal of Belib' Badge

The Operator may take the initiative to deactivate or replace the Belib' Badge in the event of contract termination by the Operator, fraud, tampering, or counterfeiting of the Belib' Badge, or incompatibility with enhancements made by the Operator to the Recharge Service and/or Charging Stations. In all cases, the Operator will inform the Subscriber in advance, provide a new Belib' Badge, and deactivate the previous one, making it non-functional at the Charging Stations. The Subscriber must activate the new Belib' Badge according to the procedures outlined herein.

6.2. Access and Use of Charging Stations with a Third-Party Badge

In the case of incoming roaming, Third-Party Visitors access the Recharge Service's Charging Stations with an authorized Third-Party Badge issued by the Operator. In this case, the use of the Recharge Services must comply with the usage and safety instructions displayed on the Charging Stations and on the Website or Application, as well as the terms of use for Third-Party Badges issued by the

respective operators. The list of authorized Third-Party Badges is available and regularly updated on the Website and Mobile Application.

6.3. Reservation of a Charging Station

Reservation via the Application or Website

The Subscriber may reserve a Charging Station using the Application or Website. The Operator will send a confirmation email to the Subscriber regarding the reservation. The reservation duration is limited to 15 minutes after the confirmation email is received. Reservations cannot be canceled.

Interoperability Reservation

If this feature is available with their mobility service, a Third-Party Visitor may also make a reservation. After confirming the reservation, the 15-minute window is due.

It should be noted that a reservation may not guarantee the availability of the charging station within the Belib' network, as external events may occur, such as illegal parking of a vehicle in the reserved spot.

The reservation fee is specified in Appendix 1.

6.4. Conditions for Using the Recharge Service

To use a Charging Station, the Subscriber or Visitor parks their Vehicle at a Charging Station, identifiable by specific signage and ground markings. The parking spaces at the Charging Stations dedicated to the Recharge Service can only be used for the purpose of charging Vehicles. Therefore, the Subscriber or Visitor must i) not park in these spaces without charging their Vehicle, and ii) release the space if their Vehicle is not being charged or if they decide to interrupt the charging process.

In accordance with Article R417-12 of the French Highway Code, any uninterrupted parking exceeding 7 days is considered abusive. The Operator reserves the right to stop the transaction for Subscribers whose connection exceeds 7 days and to request that the City of Paris remove the vehicle from the charging spot. The Operator will not be held liable for any damage resulting from this disconnection. The Subscriber will be billed for the energy used and the time spent up until the disconnection.

The Subscriber or Visitor must use a certified cable that is compatible with the Charging Station and allows the Vehicle to be connected.

Before using the Charging Station, the Subscriber or Visitor must ensure they use the appropriate socket that matches their needs and their Vehicle's technical specifications. The Belib' network Charging Stations have various types of sockets: Type 2, Type 3, domestic E/F, Combo 2 cable, or CHAdeMO cable.

Charging cables between the station and the vehicle are provided at Boost Stations for Combo and CHAdeMO recharging (Type 2 and E/F cables must be supplied by the user), and at Boost+ Stations

for Combo, CHAdeMO, and Type 2 recharging. For other stations and types of charging, the user must provide the appropriate cable.

To proceed with the charging of their Vehicle, the Subscriber or Visitor must place their Belib' Badge, Third-Party Badge, or credit card on the Charging Station's badge reader or use the Application or scan the QR code and follow the instructions to unlock access to the socket and connect their Vehicle.

At the end of the session, the Subscriber or Visitor must free up the Charging Station.

If the Charging Station has an attached cable, the Subscriber or Visitor releases the station by disconnecting the cable from the Vehicle and placing their Badge on the reader or using the Application or Website to trigger the opening of the station's flap.

Access to the socket is then unlocked, allowing the Subscriber or Visitor to place the integrated cable back into the Charging Station.

The Subscriber or Visitor must then close the Charging Station's flap. Only the complete closure of the flap will stop the billing for the Recharge Service.

If the Charging Station does not have an attached cable, the Subscriber or Visitor frees up the station by placing their Badge on the reader or using the mobile Application or Website. This unlocks access to the socket, allowing the Subscriber to unplug both the Vehicle's cable and the Charging Station's cable.

In case of failure to correctly release the Charging Station, the Identified Visitor or Subscriber must notify the Operator by phone at the number mentioned in Article 15.1. The Third-Party Visitor must contact their mobility operator.

6.5. Safety

The Subscriber or Visitor is reminded of the need to ensure that all Accessories are in good condition before using the Charging Stations. They should remain vigilant for any warning signals displayed on the Charging Station and/or their Vehicle. In case of an alert, such as a malfunction or defect on the Charging Station, the Subscriber or Visitor must take immediate safety measures, such as disconnecting the Vehicle and calling the number provided in Article 15.1.

6.6. Charging Power Delivered

The power defined for each type of recharge corresponds to the maximum power under the most favorable conditions.

This power may be reduced depending on:

- The characteristics of the vehicle (especially the capacity and the maximum tolerated power of the vehicle's battery);
- The type of socket and cable used;
- The state of charge of the battery during the recharge: the first and last 20% of the charging process typically take the longest;

- Weather conditions;
- The number of vehicles charging at the station.

Please refer to the technical specifications of your vehicle for the first four factors.

ARTICLE 7: PRICING – BILLING AND PAYMENT TERMS

7.1. Subscription Fees

Access to and use of the Recharge Service by the Subscriber will incur subscription fees, as specified in Appendix 1.

7.2. Pricing for the Recharge Service

For Subscribers

The prices excluding taxes for the Recharge Service applicable to Subscribers include both the recharge and parking fees, and are determined by:

- i) the time of use of the Charging Station (daytime/nighttime),
- ii) the duration of use, and
- iii) the type of station.

In all cases, the Recharge Service is billed per kWh and/or per time unit (quarter-hour or minute). Any minute on BOOST+ stations and any quarter-hour on other network stations that has started is due.

The unit price varies depending on:

- Whether the Vehicle's recharge is performed during the day (8:00 AM - 8:00 PM) or at night (8:00 PM - 8:00 AM),
- The duration of the recharge,
- The profile: Visitor or Subscriber,
- The power of the Charging Station.

The current amounts at the time of subscription to the Recharge Service are listed in Appendix 2 and in the online Subscription Form. They are also available on the Website and the Application.

The Operator may change the Recharge Service pricing at any time.

For Subscribers, any new pricing will be communicated via email at least 30 days before it becomes effective. From that date, the new prices will automatically apply to the Recharge Service usage by Subscribers, starting from the date the new rates come into effect. If the Subscriber does not accept the new prices, they have the right to terminate the Contract under the conditions set forth in Article 11.

For Individuals with a Credit Card

The pricing for the Recharge Service, excluding taxes, applicable to individuals with a credit card includes the Recharge Service. In all cases, the Recharge Service is billed per kWh and/or per time

unit (quarter-hour or minute). Any minute on BOOST+ stations and any quarter-hour on other network stations that has started is due.

The current amounts at the time of subscription for individuals with a credit card are indicated in Appendix 1.

Parking Fee Deduction During a BOOST+ Charging Session

When charging at a High Power BOOST+ station, parking fees, converted to a per-minute rate, are deducted from the recharge amount. The actual duration of the recharge serves as the basis for calculating the deduction of parking fees.

The total amount paid by the user will therefore be the recharge amount minus the parking fees, calculated on a per-minute basis.

The parking fee deduction is contingent upon charging at a BOOST+ station. No deduction will be made if no charging session takes place during the parking period in the private parking lot.

7.3. Taxes, Fees, and Charges

The prices excluding taxes for the Recharge Service are automatically increased by the amount of any applicable taxes, fees, charges, duties, or contributions of any kind, whether current or future, that the Operator is required to pay or collect under the applicable laws and/or regulations at the time of billing.

7.4. Billing and Payment Terms

For Subscribers

Subscription fees for the Recharge Service are due in full by the Subscriber upon signing the Contract. Subscription fees are billed on the first invoice or at the first anniversary date of the subscription.

Invoices for the use of the Recharge Service will be issued either monthly on the anniversary date of the Subscription, if the invoice amount is less than €30, or when the outstanding balance reaches €30. Invoices must be paid by the Subscriber immediately upon issuance.

Payment is considered completed on the date the funds are made available by the Subscriber. No discount will be applied in case of early payment.

In the event of a dispute over an invoice, the obligation to pay is not suspended. Any claim must be submitted to customer service by phone as specified in Article 15.1.

The Subscriber may choose to pay the subscription fees and the Recharge Service invoices by credit card or via a SEPA direct debit mandate, through the Website or Mobile Application.

For SEPA direct debit payments, the relevant information for each debit will be included in the mandate issued by the Subscriber to authorize the SEPA payments. The addition of a SEPA mandate will incur a charge of €0.10 (including tax), which will be deducted by the Payment Service Provider. These fees will not be refunded, even if the SEPA mandate is not used.

Each invoice, whether sent by mail or electronically, will remind the Subscriber that payment will be made by SEPA direct debit according to the due date specified on the invoice. This invoice will serve as a pre-notification for the SEPA direct debit.

Measures in case of non-payment of an invoice

A Subscriber who has not paid their monthly invoice may have their access to the Recharge Service suspended. Once payment is made, the Subscriber will regain access to the Recharge Service.

A Visitor wishing to dispute an invoice must file a complaint with customer service by phone, as specified in Article 15.1.

7.5. Replacement Fees for a Belib' Badge or Additional Belib' Badge

In case of a request for a replacement or an additional Belib' Badge, a fee of €7 (including tax) will be charged to the Subscriber.

7.6. Access to interoperable networks with the Belib' badge

Access to other interoperable networks of charging stations using the Belib' badge is available without any additional subscription. The access and use of Third-Party Charging Stations by a Subscriber with the Belib' badge, as part of the outgoing roaming of the Recharge service, will be billed by the Operator based on the data transmitted to the Operator by the operator of the Third-Party Charging Stations and according to the price set by the latter. Roaming charges for outgoing recharges will apply and are mentioned in Annex 1.

7.7. Access and use of Third-Party Charging Stations using the Belib' badge

The access and use of Third-Party Charging Stations by a Subscriber using the Belib' badge, as part of outgoing roaming of the Recharge service, will be billed by the Operator in accordance with the terms set out in Article 7.6, based on the data transmitted to the Operator by the Third-Party Charging Station operator and according to the price set by the latter.

7.8. Use of Charging Stations by an Identified Visitor using the Application

The Identified Visitor pays the recharge fee to the TEVGO payment provider. The payment for the recharge fee is only made when the Identified Visitor has completed a recharge as described in Article 6.4. The amount is then debited from the bank account that the Identified Visitor provided during the purchase of the recharge to obtain a pre-authorization for payment. Receipts are available to the Identified Visitor in their Personal Space accessible from the Website or Mobile Application.

7.9. Access and Use of Charging Stations with a Third-Party Badge

Access and use of Charging Stations with a Third-Party Badge will be billed to the Third-Party Visitor based on the data transmitted to the mobility operator of the Visitor by the Operator, without prejudice to any subscription fee applied by the operator and the contract signed by the Third-Party Visitor with

the latter. The Third-Party Visitor must settle these amounts in accordance with the payment terms specified by their mobility operator.

ARTICLE 8: COMMITMENTS AND RESPONSIBILITY OF THE SUBSCRIBER AND VISITOR

8.1. The Subscriber or the Identified Visitor agrees to use the Recharge Service in accordance with these Terms and Conditions and after having accepted them. In this regard, the Subscriber or the Visitor agrees to:

- Use the Charging Station properly, in accordance with its intended purpose and the technical specifications of their Vehicle.
- Follow the vehicle manufacturer's instructions on the duration and maximum power of the recharge.
- Only plug in electric vehicles or plug-in hybrid vehicles that are commercially available on the market. If they use a cable or any other accessory that they provide, it must be homologated.
- Inform the Operator of any malfunction or damage affecting the Charging Station by calling the number provided in Article 15.1;
- In the case of using Third-Party Charging Stations with the Belib' Badge, comply with the usage conditions and instructions set by the operator of the Third-Party Charging Stations.

8.2. The Subscriber or Visitor is responsible, both towards the Operator and third parties, for their Vehicle and Accessories, for which they bear full and complete custody during the recharging and/or parking within the Charging Stations.

Except in cases of force majeure as defined by law and jurisprudence, the Subscriber or Visitor is liable towards the Operator for any damage and costs incurred by the Operator due to the use of the Charging Station and/or Accessories not in compliance with these Terms and Conditions that are attributable to them and have caused damage. The liability of the Subscriber or Visitor may include the costs of repairs necessary to restore the normal operation of the Charging Station.

8.3. These Terms and Conditions apply both to the Subscriber or Visitor, the payer (if different), and any holder of a Belib' Badge, even if the latter has not personally subscribed to the Contract. The Subscriber is fully responsible for the custody and use of the Belib' Badge and for compliance with the provisions of these Terms and Conditions, including by holders of a Belib' Badge. The Subscriber is solely responsible towards the Operator.

ARTICLE 9: OPERATOR'S LIABILITY

9.1. The Operator shall be liable to the Subscriber or Visitor for any direct damage caused by the non-fulfillment of its contractual obligations, under common law conditions.

However, the Operator shall not be held responsible towards the User for:

- Loss or damage caused to the Vehicle and its Accessories during recharging, as well as to any personal items or belongings. The Operator assumes no surveillance obligations and shall not be held responsible for any deterioration or loss of the Vehicle, Accessories, or equipment, unless such damage results from the Operator's actions, particularly in cases of vandalism.
- Fraud or improper use of the Belib' Badge, or the use of a Belib' Badge that is not compliant with its intended purpose by the Subscriber.
- Any malfunction or temporary disruption of the Recharge Service, one or more Charging Stations, the Website, or the Application, which may be disrupted or temporarily unavailable, particularly in the following cases:
 - Disruption and/or partial or total unavailability of GSM/GPRS/3G networks, the Internet network,
 - Computer viruses transmitted through the Internet network,
 - Disruptions caused by maintenance, reinforcement, redevelopment, or expansion work on the GSM/GPRS/3G networks operated by the telecommunications provider used for the Recharge Service by the City of Paris,
 - Degradation of the GSM/GPRS/3G signal or GPS signal, due in particular to weather conditions,
 - Inability to provide the Recharge Service, inaccessibility or unavailability of one or more Charging Stations due to roadwork or network work initiated by a third party requiring the temporary shutdown of facilities, particularly at the initiative of public authorities, or due to power outages in the electricity distribution network.
- In cases of force majeure as defined by law and case law,
- Indirect damages such as loss of market, commercial damage, loss of customers, any commercial disruption, loss of profit, and damage to brand image.

9.2. Furthermore, the Operator assumes no responsibility towards the Subscriber or the Visitor regarding the services provided by third-party Charging Station operators (including, but not limited to: unavailability, malfunction of third-party Charging Stations or third-party Badges, or any damage of any kind suffered by the Subscriber or the Visitor during the use of third-party Charging Stations) or by the interoperability platforms used in the context of Charging Roaming.

9.3. The Operator is responsible for the maintenance and upkeep of the Charging Stations. In the event of a malfunction, breakdown, or defect in a Charging Station that prevents the Subscriber or Visitor from charging their Vehicle, they should directly contact the Operator, who may call upon the service provider if resolving the malfunction requires their intervention.

9.4. The Charging Service may be interrupted due to work or inspection of the public space initiated by the City of Paris, its contractors, or a third party. The Operator shall not be held liable by the Subscriber

or Visitor in the event of a Charging interruption, unavailability of the Charging Service, or inaccessibility of the Charging Stations as a result.

9.5. Since the Charging Service operates on a self-service basis, the Operator cannot be held responsible for the unavailability of Charging Stations.

9.6. The list of available Charging Stations may be modified at the sole discretion of the Operator. Users are encouraged to check the availability of Charging Stations via the Mobile Application and/or the Website before using the Charging Services.

ARTICLE 10: PERSONAL DATA

The personal data collected under these General Terms and Conditions (GTC) are subject to processing (for which the data controller is the City of Paris). The purpose of this processing is to provide the electric charging service on Belib' charging stations and to monitor it in accordance with the execution of the GTC, which forms the legal basis for the processing.

The mandatory or optional nature of the personal data collection is indicated on the collection forms. Any failure to provide mandatory data will result in the inability to provide the service defined in these terms.

Personal data is reserved for use by the City of Paris and its subcontractors and may only be shared with service providers (e.g., IT providers, payment service providers, operators of the charging stations) involved in the processing of personal data.

Personal data is kept for as long as necessary to execute and manage the contractual relationship. It may also be retained by the data controller to comply with legal and regulatory obligations.

Any transfer of data to a third country outside the European Economic Area (EEA) is carried out in compliance with applicable regulations and in a way that ensures adequate protection of the data.

Under these GTC, your personal data may be transferred to the following recipients: banking service providers or companies within the TotalEnergies Group located in a European Union country or outside the European Union.

To ensure adequate protection of personal data transferred from the European Economic Area to entities within the TotalEnergies Group established outside the EEA, "Binding Corporate Rules" (BCRs) have been adopted.

For transfers of personal data that are not covered by the BCRs and are made to countries outside the EEA, other measures are put in place to ensure the data is adequately protected. For more information about these measures, please contact the address listed below.

The data controller implements appropriate measures to ensure the security and confidentiality of personal data, particularly to prevent them from being altered, damaged, or accessed by unauthorized third parties.

In accordance with data protection regulations, any individual has the right to access, rectify, delete, port, limit, object to, and set directives regarding the fate of their personal data after their death. These rights should be exercised with TEVGO at the following address: Tour Michelet, Building B/C, 24 Cours Michelet, 92800 Puteaux, or by email at: donneespersonnelles@tevgo.fr.

The data subject may also file a complaint with the CNIL (French Data Protection Authority).

ARTICLE 11: TERMINATION OF THE SERVICE – TERMINATION OF THE CONTRACT

11.1. Termination by the Subscriber

The Subscriber may terminate the Contract at any time and without notice or penalties, particularly if they no longer wish to use the Charging Service or in case of non-acceptance of a price change or modification of the General Terms and Conditions (GTC) in accordance with Article 12.

To terminate, the Subscriber must go to their customer account, in the "Subscriptions and Badges" section, and click on "Terminate" for the subscription they wish to cancel. After reviewing and confirming their request, it will be processed as soon as possible. The Subscriber will receive an email once their termination request has been processed.

11.2. Termination of the Contract in Case of Breach by the Subscriber

The Contract may be terminated in the event of the Subscriber's failure to meet any of their contractual obligations. In this case, the Operator will send the Subscriber a formal notice via email (with acknowledgment of receipt) to fulfill their obligations within 30 days. If the Subscriber fails to comply within the specified time frame, the Contract will be terminated. The termination will take effect from the date the email is received.

11.3. Automatic Termination

If the Charging Service or its management by the Operator is discontinued for any reason, this will result in the automatic and immediate termination of the Contract.

11.4. Common Provisions

Termination of the Contract obligates the Subscriber to pay all amounts due up until the effective date of termination. A final invoice will be sent to the Subscriber.

ARTICLE 12: AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

The Operator reserves the right to amend these GTC at any time. For Subscribers, any changes will be communicated via email at least 30 days before the date they take effect.

From that date, the modified GTC will replace the previous version and will automatically apply to any use of the Charging Service from the effective date of the modification(s). The Subscriber will be required to confirm their acceptance of the modifications as communicated. However, in case of non-acceptance of the modification(s), the Subscriber may terminate the Contract in accordance with Article 11.2. They must submit their request to the Operator within 30 days from the date they were informed of the changes.

These provisions do not apply to contractual changes mandated by law or regulation.

ARTICLE 13: INVALIDITY

If any provision of the GTC is found to be wholly or partly null, illegal, or unenforceable under applicable law, that provision or the affected part will be deemed not to form part of the GTC to the extent it is deemed null, illegal, or unenforceable. However, the remaining provisions of the GTC will remain in full effect.

ARTICLE 14: GOVERNING LAW - DISPUTE RESOLUTION - DOMICILE

14.1. The law governing the Contract is French law.

14.2.

For Individual Subscribers or Individual Visitors:

Only the courts of the jurisdiction where the Subscriber or Individual Visitor resides will be competent in the event of any dispute or claim related to the formation or execution of the Contract. Before any legal action, in accordance with Article L.211-3 of the French Consumer Code, the consumer may request to use a conventional mediation procedure or any other alternative dispute resolution method, including those specified in Articles L.611-1 et seq. of the Consumer Code.

Additionally, under Articles L.612-1 of the Consumer Code and L.122-1 of the Energy Code, we inform you that if you are a non-professional consumer or a professional consumer falling under the category of micro-enterprises as per Article 51 of Law No. 2008-776 of August 4, 2008, on economic modernization, and if your written complaint to the Operator's customer service has not received a satisfactory response within two months, you may file a free complaint with the Paris Mediation and Arbitration Centre: <https://www.cmap.fr/>

Mediator contact details:

39 Avenue Franklin D. Roosevelt

75008 Paris

Phone: +33 1 44 95 11 40

Email: cmap@cmap.fr

For Professional Subscribers or Professional Visitors:

Any dispute arising from the Contract that cannot be resolved amicably will, where permitted by law, fall under the jurisdiction of the competent court in the Paris Court of Appeal jurisdiction.

ARTICLE 15: CORRESPONDENCE AND INFORMATION

15.1. The Operator provides the following phone number for Subscribers and Visitors:

Customer Service:

+33 1 85 16 94 02 (non-premium rate call) available 7 days a week, 24 hours a day. This number is displayed on each Charging Station.

15.2. The Subscriber or Visitor may also send a request to the Operator by mail:

TEVGO

Customer Service

Tour Michelet, Building B/C, 24 Cours Michelet, 92800 Puteaux, France

15.3. The Subscriber may return their badge by mail to:

TEVGO

Customer Service

Tour Michelet, Building B/C, 24 Cours Michelet, 92800 Puteaux, France

APPENDIX 1 –

FEE SCHEDULE APPLICABLE TO THE ON-STREET CHARGING SERVICE PROVIDED FOR HYBRID AND ELECTRIC VEHICLES BY THE “BELIB” NETWORK IN PARIS

In effect as of November 12, 2024

The fee schedule for the electric vehicle Charging Service provided under the Belib’ brand is as follows:

| VISITORS | | | |
|---|--|------------------------------|-------------------------------|
| MOTO Up to 3.7 kW | FLEX* Up to 7 kW | BOOST* Up to 22 kW | BOOST+* Up to 50 kW |
| 0.29 € / kWh incl. Tax and VAT + 0.20 € / 15 min incl. Tax and VAT | 0.29 € / kWh incl. Tax and VAT + 0.55 € / 15 min incl. Tax and VAT | 2.23 € / 15 min | 2.23 € / 15 min |
| To ensure access to the charging service to as many people as possible, we inform our customers after 14 consecutive hours plugged to a charger, a flat rate of 10 € incl. tax and VAT per hour will be applied. Any hour started is due. | | | |
| <i>*You will be charged according to the time your vehicle remains plugged. On Flex and Boost charging points, any quarter of an hour started is due. On Boost+, any minute started is due.</i> | | | |

| BELIB’S PARISIAN RESIDENT SUBSCRIBERS (Subscription fee 7€ incl. Tax and VAT) | | | | |
|---|--|---|-------------------------------------|-------------------------------------|
| | MOTO* Up to 3.7 kW | FLEX* Up to 7 kW | BOOST* Up to 22 kW | BOOST+* Up to 50 kW |
| Day Fees | €0.29 / kWh incl. Tax and VAT + €0.15 / 15 min incl. Tax and VAT | €0.29 / kWh incl. Tax and VAT + €0.35 / 15 min incl. Tax and VAT | €1.98 / 15 min incl. Tax and VAT | €0.35 / min incl. Tax and VAT |
| Night Fees – peak Hours From 8 pm to 11 pm | €0.29 / kWh incl. Tax and VAT | 0.29 € / kWh incl. Tax and VAT | | |
| Night Fees – offpeak Hours From 11 pm to 8 am | €0.22 / kWh incl. Tax and VAT | €0.22 / kWh incl. Tax and VAT | | |
| To ensure access to the charging service to as many people as possible, we inform our customers after 14 consecutive hours plugged to a charger, a flat rate of 10 € incl. tax and VAT per hour will be applied. Any hour started is due. | | | | |
| <i>*You will be charged according to the time your vehicle remains plugged. On Flex and Boost charging points, any quarter of an hour started is due. On Boost+, any minute started is due</i> | | | | |

| BELIB'S NON-RESIDENT SUBSCRIBERS (Subscription fee 7€ incl. Tax and VAT) | | | |
|---|---|-------------------------------------|----------------------------------|
| MOTO* Up to 3.7 kW | FLEX* Up to 7 kW | BOOST* Up to 22 kW | BOOST+* Up to 50 kW |
| €0.29 / kWh incl. Tax and VAT + €0.15 / 15 min incl. Tax and VAT | €0.29 / kWh + €0.35 / 15 min incl. Tax and VAT | €1.98 / 15 min incl. Tax and VAT | €0.35 / min incl. Tax and VAT |
| To ensure access to the charging service to as many people as possible, we inform our customers after 14 consecutive hours plugged to a charger, a flat rate of 10 € incl. tax and VAT per hour will be applied. Any hour started is due. | | | |
| <i>*You will be charged according to the time your vehicle remains plugged. On Flex and Boost charging points, any quarter of an hour started is due. On Boost+, any minute started is due</i> | | | |

Booking: Booking forbids the use of the station for a maximum of 15 minutes for any other user than the person who made the reservation. Booking fees apply, see below for details.

| BOOKING (Resident Subscribers) | | | | |
|--------------------------------|-----------------------|----------------------|-----------------------|------------------------|
| | MOTO* Up to 3.7 kW | FLEX* Up to 7 kW | BOOST* Up to 22 kW | BOOST+* Up to 50 kW |
| Booking Fees | €0.10 Incl. Taxes | €0.15 Incl. Taxes | €1.98 Incl. Taxes | €5.25 Incl. Taxes |

| BOOKING (Non-Resident Subscribers) | | | | |
|------------------------------------|-----------------------|----------------------|-----------------------|------------------------|
| | MOTO* Up to 3.7 kW | FLEX* Up to 7 kW | BOOST* Up to 22 kW | BOOST+* Up to 50 kW |
| Booking Fees | €0.15 Incl. Taxes | €0.35 Incl. Taxes | €1.98 Incl. Taxes | €5.25 Incl. Taxes |

Once you plugged your car into the charging point, the rate specific of the charging service begins, in accordance with the rates mentioned above. Cost of the outgoing charge roaming: 1 euro (VAT included) per charge charged by the operator. (1) For charging sessions in parking lots, parking is offered for the duration of your charge. Parking fees are automatically deducted from the total amount of your charging session (parking fees are calculated by the minute)

APPENDIX 2 – CANCELLATION FORM

(Please complete and send this form only if you wish to cancel your contract)

To the attention of TEVGO, 24 cours Michelet 92800 Puteaux (assistance.commerciale@tevgo.fr):

I/We (*) hereby notify my/our (*) decision to cancel my/our (*) contract regarding Belib', the Charging Service for Electric Vehicles which I/we (*) subscribed on:

Name of User(s): _____

Address of User(s):

User's signature: (only if this form is submitted on paper)

Date: _____

(*) Delete as appropriate