

Appendix 1. Definitions

Capitalized terms used in the Purchasing Conditions Electric Charge Points shall have the meaning set out below:

Clause	means a clause of these Purchasing Conditions Electric Charge Points
Client	means LeasePlan's contracting party
Control	means (i) the direct or indirect ownership of 50% or more of the voting capital, (ii) the right to exercise in aggregate 50% or more of the votes at the relevant company's general shareholders' meeting, or (iii) the right to act as a purchasing entity and/or to contract on behalf of the company
Driver	means Client's employee and/or any other person authorized to drive a Vehicle
Electric Charge Points	means electric charge points used for charging Vehicles
Lease Installment	means the monthly fees charged to the Client which consist of the following elements: Interest Rate; depreciation; taxes (e.g. road tax, radio tax and other vehicle related taxes), levies, duties; Management Fee; budgeted costs of maintenance, repair and tyres plus all other costs for selected products (e.g. insurance premium) (which are charged via the Lease Instalment).
LeasePlan	means LEASEPLAN GLOBAL and/or the LeasePlan Companies individually or collectively, as applicable
LeasePlan Company	means a company that directly or indirectly through one or more other companies, Controls, or is Controlled by, or is under common Control with LEASEPLAN GLOBAL
Management Fee	means the fee due by the Client to the LeasePlan Company for the management of the services by the LeasePlan Company.
Material Breach	means a breach under these Purchasing Conditions Electric Charge Points, which shall only be deemed material: (i) if such breach is capable of being remedied and the breaching Party, after being notified of the same in writing by the other Party, fails to cure such breach within thirty (30) days upon

	receipt of that notice or (ii) a breach that cannot be remedied and is of such a nature that continued performance of the relevant agreement by its counterparty can reasonably not be expected.
Material Event	means one of the following events: (i) if Client files for bankruptcy or a moratorium of payments, becomes bankrupt or files or becomes subject of any comparable measure under applicable solvency laws or (ii) if Client ceases or threatens to cease its activities or (iii) in case that a guarantee has been issued, circumstances which in LeasePlan's reasonable opinion indicate that guarantor's ability to perform all of its obligations under such guarantee is or may be adversely affected or that the guarantee may otherwise not be enforceable or (iv) if a financial screening of Client by LeasePlan indicates in LeasePlan's reasonable opinion that Client may be unable to timely and fully comply with all of its financial obligations towards LeasePlan (v) a Divestment or (vi) unethical behaviour by Client.
Order	has the meaning ascribed to it in Clause 2.2.
Order Request	has the meaning ascribed to it in Clause 2.1.
Parties	means LeasePlan and Client together
Party	means each of LeasePlan or Client, as the case may be
Purchase Agreement	has the meaning ascribed to it in Clause 2.3.
Purchasing Conditions Electric Charge Points	means these purchase conditions for the purchase of Electric Charge Points
Services	means the Vehicle leasing and/or fleet management and any additional services, including with respect to Electric Charge Points, provided to Client by LeasePlan under any agreement
Structured Finance Transaction	means any transaction with a third party for purposes of raising finance
Vehicle	means the vehicle that is provided by LeasePlan to Client pursuant to an (individual lease) agreement between Parties

Exhibit 1 to schedule 1: Charge Card Conditions

1 Definitions and applicability

- 1.1 The definitions in Appendix 1 "Definitions" to the Purchasing Conditions Electric Charge Points will also apply to these Charge Card Conditions. In addition, the following definitions apply to these Charge Card Conditions:

Charging Station: a charging station that can be used with the Charge Cards or the App, as further specified in the App.

Charge Card: the card that can be used to activate the Charging Stations.

App: the app for IOS or Android that will be used to connect to the Charging Stations.

- 1.2 These Charge Card Conditions will apply to the use of a Charge Card to be made available by LeasePlan to the Client. These Charge Card Conditions will form an integral part of such agreement or agreements.

2 Use of Charge Card

- 2.1 A Charge Card will be the property of LeasePlan. The Charge Card to be provided by LeasePlan may be used by the Client to charge the relevant Vehicle at Charging Stations.
- 2.2 The Charge Card shall always be used in accordance with the instructions issued by LeasePlan and the Charge Card remains the property of LeasePlan.

3 Fees

- 3.1 A fee for the use of the Charge Card and the associated handling, administration and reporting by LeasePlan may be included in the Lease Instalment.
- 3.2 All payments made using the Charge Card will be fully payable by Client. Any costs related to the use of the Charge Card shall be added to the monthly invoices.
- 3.3 The costs for using any Charging Station shall be indicated in the App (including VAT) and/or on the Charging Station itself before the start of the charging process.
- 3.4 After termination of the use right of the Charge Card, Client may no longer use the Charge Card and the Client will be under the obligation immediately to render the Charge Card unusable, or cause third parties to do so.
- 3.5 LeasePlan will charge the Client for any electricity costs reimbursed to any of its Drivers for the electricity used by such Drivers via their home chargers. LeasePlan's administration shall be considered conclusive evidence of such payments and the Client cannot dispute such payments.

4 Abuse, loss and liability

- 4.1 Client will be liable for payments made using the Charge Card by unauthorized persons and for all damage suffered by LeasePlan or a third party as a result of unlawful use, misuse, abuse, loss or theft of the Charge Card. Client will indemnify LeasePlan against any third-party claims in that respect.
- 4.2 Client will not be liable if it has been objectively established that the relevant Charge Card has been subjected to 'skimming'.

- 4.3 In the event of unlawful use, misuse, abuse, loss, theft or suspected skimming of the Charge Card, Client will immediately notify LeasePlan thereof.
- 4.4 The electric Vehicle that is charged via a Charging Station as well as the required tools such as the cable must satisfy all the valid legal provisions at all times. LeasePlan shall not be liable if the electric Vehicle cannot be charged or cannot be safely charged due to a defect in the electric Vehicle and/or the used tools.
- 4.5 In no event will LeasePlan be liable for the consequences of a possible rejection of the Charge Card by or the occasional malfunctioning of a Charge Card.