

GENERAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS

1. DEFINITIONS

Unless the context clearly specifies or requires otherwise, the following terms and expressions shall have the meanings assigned to them below.

- 1.1 **"Agreement"** means the Order Document and these General Terms.
- 1.2 **"Customer"** means the party identified as such in the Order Document.
- 1.3 **"Customer Affiliate"** means any company in Customer's group agreed between the Parties to be covered by the Agreement.
- 1.4 **"Effective Date"** means the date the Order Document has been signed by both Parties.
- 1.5 **"General Terms"** means these general terms and conditions.
- 1.6 **"Order Document"** means the order document regarding the Service signed by the Parties, and its appendices.
- 1.7 **"Party"** means either of Supplier and Customer and **"Parties"** means both of them.
- 1.8 **"Supplier"** means Volvo Car Mobility Sweden AB, reg. no 556575-8298.
- 1.9 **"Services"** means the car sharing service that Supplier provides to users in the Territory.
- 1.10 **"Territory"** means Sweden.
- 1.11 **"User"** has the meaning set out in Section 3.1.
- 1.12 **"User Terms"** has the meaning set out in Section 4.1.

2. TERM AND TERMINATION

- 2.1 The Agreement shall enter into effect on the Effective Date and remain in force until further notice. Either Party may at any time terminate the Agreement by giving the other Party at least one month's notice.
- 2.2 Either Party may terminate the Agreement with immediate effect if:
 - (a) the other Party commits a material breach of the Agreement and fails to remedy the breach, if capable of being remedied, within 30 days after receiving notice of the breach; or
 - (b) the other Party becomes bankrupt or insolvent or enters into liquidation.
- 2.3 Termination of the Agreement shall be made in writing.

3. SCOPE OF THE AGREEMENT

- 3.1 Supplier shall provide Customer and Customer's personnel ("**Users**") access to the Service on the terms and conditions set out in the Agreement.
- 3.2 The Agreement solely covers Customer's and Users' use of the Service for business travel within the scope of Customer's business. For Users' private use of the Service, see Section 6.
- 3.3 The Parties acknowledge that the Agreement cannot regulate all matters and events that may arise as a result of continuous development and changed circumstances and that it is the joint intention of the Parties to adapt to new circumstances that arise during the term of the Agreement in order to cater to each other's changed needs. The Agreement is based on mutual confidence between the Parties.
- 3.4 If the Parties have agreed (in any Order Document or otherwise) that any Customer Affiliate shall be covered by the Agreement, such Customer Affiliate shall have the right to use the Service on the same terms as Customer.
- 3.5 Customer shall be fully responsible and liable for any Customer Affiliate's use of the Service under the Agreement as if the Service was used by Customer itself, including for the payment of any fees under the Agreement.

4. CUSTOMER'S OBLIGATIONS

4.1 User Terms

Customer undertakes, and shall ensure that all Users undertake, to comply with the general terms and conditions for the Service from time to time applied by Supplier, which are available at Supplier's website and/or the mobile application for the Service provided by Supplier (the "**User Terms**").

4.2 Registration, Approval and Deregistration

- 4.2.1 Customer shall inform its Users about the Service and how they can access the Service and shall provide the Users with the information and marketing material from time to time provided by Supplier.
- 4.2.2 Customer shall ensure that all Users that register for and use the Service on behalf of Customer have the authorisation to do so and Customer shall be responsible and liable for all Users' use

of the Service in accordance with these General Terms.

- 4.2.3 Customer shall ensure that any User that leaves Customer or for any other reason no longer has the right to use the Service shall be deregistered from the Service.

4.3 Technical Requirements

Customer acknowledges that any User' usage of the Service is subject to the User complying with the technical requirements that Supplier from time to time applies for the Service, such as requirements for the User's mobile phone operative system. Customer is responsible for ensuring that the Users comply with such technical requirements.

4.4 The Users' Usage of the Service

- 4.4.1 Customer is responsible for ensuring that each User:

- (a) fulfils the age limit for the Service from time to time communicated by Supplier;
- (b) has a valid driver's license;
- (c) when using a vehicle in the Service, refuels the vehicle before returning it if the fuel level is below 25 percent;
- (d) returns the vehicle by the end of the respective booking period;
- (e) returns the vehicle clean inside;
- (f) notifies Supplier of any discovered damage to the vehicle and, if requested, can show that such notifications have been made;
- (g) is responsible for the vehicle's fuelling card during a booking; and
- (h) otherwise complies with the User Terms.

- 4.4.2 Customer is responsible for ensuring that each User, when using a vehicle through the Service:

- (a) does not overload the vehicle or brings more passengers than the vehicle is intended for;
- (b) does not use the vehicle in violation of applicable law;
- (c) does not use the vehicle outside the Territory;
- (d) does not use the vehicle for practice driving, racing, speed tests, or other competitive driving;
- (e) does not use the vehicle for any purpose that requires a regulatory permit, such

as taxi services, or any other purpose than within Customer's scope of business;

- (f) does not allow any other person to pick up or drive the vehicle on the User's behalf;
- (g) does not bring animals in the vehicle;
- (h) does not leave the vehicle unlocked;
- (i) does not drive the vehicle under the influence of drugs or alcohol; and
- (j) otherwise complies with the User Terms.

4.5 Customer's Liability

- 4.5.1 If Customer or any User breaches the undertakings set out in Section 4.4, Customer is responsible for any loss or damage caused by the User, such as but not limited to vehicle damages, parking tickets etc.

- 4.5.2 Any objections against parking tickets shall be made directly to the parking company by the User itself.

4.6 Damage Report

Customer shall ensure that the User, in case of damage to a vehicle, fills out a damage report and promptly sends it to Supplier and contacts Customer's customer care function. If the damage has been caused by an unknown party, the User shall contact the police. If Supplier does not receive a damage report, Supplier will charge Customer the entire repair cost. Customer is obligated to be able to show that a damage report has been received by and registered with Supplier.

4.7 Theft

In case of theft of a vehicle, Customer shall ensure that the User immediately reports the theft to the police, notifies Supplier and provides a report of the event.

4.8 Sanctions

Customer confirms that it is not a person, or acting on behalf of a person, designated on any sanctions list imposed by the UN, EU, United Kingdom or US, and that Customer will not sell, provide or transfer the right to access and make use of the Service to any such sanctioned person, or to any person located in (a) a country or territory which is, or whose government is, the subject of comprehensive sanctions, as may be in place or imposed from time to time, including (but not limited to) Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called

Donetsk People's Republic region of Ukraine, the so-called Kherson People's Republic region of Ukraine, the so-called Luhansk People's Republic region of Ukraine and the so-called Zaporizhzhia People's Republic region of Ukraine, (b) Russia or (c) Belarus. If at any time this turns out not to be true, the Agreement will be terminated with immediate effect, without any liability for Supplier to compensate Customer whatsoever. Furthermore, according to law Supplier may not be able to repay any payments that Customer may have made to Supplier.

5. FEES AND PAYMENT

- 5.1 As consideration for Customer's and its Users' usage of the Service pursuant to the Agreement, Customer shall pay to Supplier the fees set out in the price plan chosen by Customer.
- 5.2 Supplier may from time to time offer Customer different price plans and Customer may at any time switch between offered price plans. A switch of price plan will enter into effect 30 days after Customer's notice thereof to Supplier, or such shorter period from time to time offered by Supplier.
- 5.3 In case of a User's breach of the User Terms, Supplier has the right to charge Customer the relevant fees set out for such breach in the User Terms, such as in case of return insufficiently cleaned car etc.
- 5.4 Payment of any fee shall be made in accordance with the payment terms set out in the Order Document.
- 5.5 In case of late payment, Supplier is entitled to interest in accordance with the Swedish Interest Act (*Sw. räntelagen*) (1975:635).
- 5.6 Supplier is entitled to adjust the fees for the Service, including the fees in the price plan chosen by Customer. If Customer objects against the price adjustment, in the chosen price plan, it is entitled to, within 30 days from the price adjustment, terminate the Agreement by giving Supplier 30 days' notice. The previous prices shall apply during Customer's notice period.
- 5.7 In addition Section 5.6, Supplier may make fee adjustments due to change of laws or regulations or decisions by authorities, such as but not limited to changes to vehicle tax, congestion charges or bridge or ferry tolls. Supplier may further adjust the fees in case of changes to other external costs that are outside Supplier's control, such as but not limited to fuel prices. Supplier may also annually adjust the fees in accordance with the Swedish consumer price index (*Sw.*

konsumentprisindex (KPI)). Fee adjustments pursuant to this Section 5.7 shall not entitle Customer to terminate the Agreement.

6. PRIVATE RENTALS

Supplier offers Customer's Users to use the Service for private rentals of vehicles. For private rentals, Supplier's general terms and conditions for private individuals shall apply. Customer is in no event responsible for any User's private usage of the Service.

7. SUPPLIER'S OBLIGATIONS

7.1 Depots

The Agreement covers all vehicle depots within the Territory that Supplier offers its customers within the Service and Supplier is entitled to close down and/or move any of its existing depots.

7.2 Insurance

During the term of the Agreement, Supplier shall ensure that the vehicles in the Service are sufficiently insured. Customer may further purchase additional insurance services directly from an insurance provider designated by Supplier in accordance with the information from time to time provided by Supplier.

7.3 Vehicle Maintenance

With regard to the vehicles in the Service, Supplier shall be responsible regular washing, service and repairs, regular checks, tire changes and tire storage.

7.4 Information to Users

Supplier undertakes to regularly supply any Users with such information that is relevant for using the Service. Such information will be communicated in the form and in the manner that Supplier normally communicates with users of the Service.

8. LIMITATION OF LIABILITY

- 8.1 Supplier shall in no event be liable for any indirect loss or damage arising out of or in connection with the Agreement, including but not limited to loss of profit or loss of goodwill or loss of business opportunity or loss of data or information. The foregoing shall apply irrespective of how the loss or damage was caused (including loss or damage caused by negligence) and of whether the loss or damage was foreseeable or not as of the Effective Date

(even if Supplier had been informed of the risk for such loss or damage).

- 8.2 Supplier's maximum liability for any event of loss or damage shall in no event exceed the aggregate fees paid by Customer and received by Supplier under the Agreement during the twelve month period preceding the event giving rise to the claim.
- 8.3 The limitation or exclusion of either Party's liability under this Section shall not apply in case of (i) gross negligence or wilful misconduct, (ii) death or personal injury, or (iii) such liability that cannot be limited or excluded under applicable law.

9. FORCE MAJEURE

If a Party is prevented from performing its obligations under the Agreement due to a reason of any circumstance beyond the control of such Party and that such Party could not reasonably have foreseen at the Effective Date and could not reasonably have avoided or prevented, such Party shall be relieved from liability for a failure to perform such obligations.

10. PROCESSING OF PERSONAL DATA

- 10.1 The Parties agree that Supplier is the controller of any processing of personal data with regard to Users that Supplier performs under the Agreement, including any such personal data that is provided by Customer.
- 10.2 Notwithstanding Section 10.1, the Parties agree that Customer is the controller of any processing of personal data carried out by Customer for its own purposes.

11. GENERAL PROVISIONS

- 11.1 Notices and other communications under the Agreement will be in writing and must be delivered by personal delivery or overnight courier, registered letter or e-mail transmission at the addresses set out in the Order Document. Notification of change of address shall be made in accordance with this Section 11.1. All notices and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) if sent by personal delivery or overnight courier: upon delivery;
 - (b) if sent by registered letter: two business days being sent; and
 - (c) if sent by e-mail: upon the time of transmission.

- 11.2 In case of conflict between the Order Document and these General Terms, the Order Document shall prevail.

- 11.3 Supplier has the right to make amendments to the Agreement that are not of material importance to Customer by giving Customer notice thereof. Supplier further has the right to make any other amendments to the Agreement, including changes that are of material importance to Customer, provided that Customer is informed of such amendments no later than 30 days in advance. If Customer does not accept the communicated amendments, Customer may terminate the Agreement by giving 30 days' notice, whereas the original terms shall apply during the notice period.

- 11.4 Neither Party may assign any rights or delegate any obligations under these terms without the other Party's written consent. However, Supplier may assign the Agreement to another entity within its group without the prior written consent of the other Party.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

- 12.1 The Agreement shall be governed by and construed in accordance with the substantive laws of Sweden, without regard to its conflict of law principles.

- 12.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations shall apply. The seat of arbitration shall be Stockholm, Sweden and the language to be used in the arbitral proceedings shall be Swedish.

- 12.3 Any arbitration proceedings carried out pursuant to this Section 12 and all information disclosed, statements made and documents provided or exchanged in connection with such proceedings as well as any decisions made and awards issued in relation thereto shall be used solely for the purpose of those proceedings and shall be treated strictly confidential, as shall the existence or content of the dispute or claim, and shall not be disclosed to any third party without prior consent from the Party to which the information relates.
