



GENERAL TERMS AND CONDITIONS

2020

WeGo B.V.

www.wegocarsharing.com
info@wegocarsharing.com
Willem Fenengastraat 2a, 1096 BN, Amsterdam, The Netherlands

Chamber of Commerce No.: 52275965
IBAN: NL95ABNA0453886876
VAT No.: 850373062B01



I. DEFINITIONS

“WeGo”

This refers to WeGo B.V. a private company with limited liability, with its registered office in Amsterdam and principal place of business at Willem Fenengastrat 2a, 1096 BN Amsterdam, The Netherlands.

“Client”

This refers to the Client specified in the Agreement.

“Force Majeure”

This refers to any cause which may reasonably be said to be beyond the control of the affected party and which influences the implementation of the Agreement, including but not limited to long-term absence of transport, failures in telecommunications and mobile communication services, electrical power outages, late delivery and/or stagnation of supply from WeGo suppliers, incomplete deliveries from WeGo suppliers, the non-acquisition of all products and/or services (including those of third parties) required by WeGo for correct compliance with its contractual obligations, due to circumstances which may not reasonably be attributed to WeGo.

“Intellectual property rights”

This refers to all inventions, patents, registered designs, design rights, database rights, copyrights, knowledge, trademarks (including the Trademarks), trade secrets and other intellectual property rights, as well as any applications for these, and rights or forms of protection of a comparable nature and with the same or a similar effect on these, arising anywhere in the world.

“Area”

This refers to the area in which the WeGo service must be operational: all European Union countries and the United Kingdom.

“Party/Parties”

This refers to WeGo or the Client, or both.

“Products”

This refers to the Products purchased or hired directly from WeGo, as stated in the Agreement.

“WeGo’s General Terms and Conditions”

This refers to the General Terms and Conditions applying to the WeGo service and the purchase or hire of Products, where applicable.

“WeGo Platform”

This refers to the IT systems through which the WeGo service is implemented.

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“Trademarks”

This means WeGo’s names, trademarks and logos (regardless of whether application has been made for their registration or they have been registered) and all other names, trademarks, logos, designs and symbols intended for use on or in connection with the Products or Services supplied by WeGo.

“User”

This refers to anyone whom the Client has authorised to obtain access to and use the WeGo service.

“WeGo service”

This refers to the online service made available through WeGo’s website, intended for the Client to be able to control and manage the vehicle fleet, insofar as it is located in the Area, by displaying location details and enabling the transfer thereof between the WeGo Platform and the built-in systems.

II. RATES

1. Unless otherwise stated, all rates in our proposal are in euros, and exclusive of VAT.
2. The amounts stated in this contract apply solely to the work described in this agreement. Supplementary, occasional or exceptional consultancy services - whether involving the engagement of specialists or not - will be charged separately. Such supplementary services will only be implemented once the Client has provided a separate contract for this purpose.
3. WeGo applies a price indexation on commencement of each new calendar year. This price indexation is 2.5%. Should WeGo decide not to apply this indexation, you will be informed thereof in writing.

III. TITLE RETENTION CLAUSE

The transfer of ownership of the hardware only takes place once all of the initial costs have been paid.

IV. LIABILITY

1. Whether on contractual grounds, due to unlawful act (including negligence), deception (other than misrepresentation), failure to comply with statutory obligations or on other grounds arising under the Agreement, WeGo’s total liability remains limited to the amount paid out in such case under the liability insurance taken out by WeGo. In this context, omissions are deemed events. WeGo’s liability will be excluded in all other cases.

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2. In no event is WeGo liable for: (I) lost profits, expected savings, income, trade, loss of use, loss of goodwill, damage due to delays or (II) any indirect damage or consequential loss whatsoever. Nothing in these General Terms and Conditions or in the Agreement as a whole will be considered to preclude or limit the liability of the parties in relation to:
 - I. loss or damage caused through the wilful conduct or gross negligence of a party or officers, employees and representatives of or contractors to that party; or
 - II. injury, damage to the health or death of any person, caused by a party or officers, employees, representatives of or contractors to that party.
 - III. the payment of the amounts owed under this Agreement; or
 - IV. any other obligation which may not be precluded by operation of law.
 3. Any claim due to loss or damage (except those due to damage arising from WeGo's General Terms and Conditions) must be reported to WeGo within twelve (12) months from the date on which the damage is caused, in the absence of which such a claim will be deemed to have been cancelled.
 4. Any guarantees, terms or other statutory conditions not stated in the Agreement are excluded from the Agreement, where legally permitted.

V. CONFIDENTIALITY

The Parties undertake not to publish, disclose or make available by other means any confidential information to third parties either directly or indirectly during or following the expiry of the Agreement, unless such is expressly permitted or is required by law. The provisions of this article do not apply to information of which the receiving party can demonstrate that it (I) pertains or will in the future pertain to the public domain, other than due to infringement of a duty to confidentiality; or (II) was in the possession of the receiving party without limitation in respect of disclosure prior to this information having been received from the disclosing party; or (III) has been received from a third party which acquired the information lawfully and which is not obliged to limitation of the disclosure thereof; or (IV) has been developed without access to the confidential information. Where so required by law or in compliance with an order from a court or other government or regulatory body with legal authority over the receiving party, the receiving party may further disclose the confidential information which has been disclosed by the disclosing party, provided that the receiving party: (I) informs the disclosing party thereof in writing within a reasonable period, such that it may request a preliminary injunction or take other appropriate legal action, and may provide the assistance that the disclosing party potentially requires in order to effect such an injunction or legal action; (II) discloses only that information required by the

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government or regulatory authority; and (III) does everything within reason to ensure that confidential information disclosed on such grounds is treated confidentially.

VI. WEGO BOX, SIM CARDS (LOCATION TOOLS)

- 1.** WeGo provides resources (the WeGo Box) in order to be able to establish the location of users (and/or their vehicles). The Client is responsible for the permission of its users to be able to use these details. The Client is aware that some vehicle characteristics (such as opening/closing, immobiliser) also change when use is made of the WeGo Box.
- 2.** Certain functionalities are dependant on the presence of a GPS signal. This may include, for example, the determination of the vehicle's precise location. This GPS signal falls outside WeGo's control, and therefore outside WeGo's scope.
- 3.** Certain functionalities are dependant on the presence of a GPRS / UMTS signal. The presence of this signal ("coverage") is required in order for the WeGo solution to function properly. This GPRS /UMTS signal is beyond WeGo's control, and therefore beyond WeGo's scope.
- 4.** WeGo reserves the right to make changes to the appearance of the WeGo service and the manner in which the location details are displayed.
- 5.** WeGo will provide the Client with SIM cards for each WeGo Box for which the Client has a user licence in relation to the WeGo service. The Client will only use these SIM cards: (I) in combination with the WeGo Box; and (II) to send location details between the vehicle fleet and the WeGo Platform.
- 6.** Ownership of the SIM cards supplied by WeGo rests with WeGo and the Client must return or destroy such SIM cards following the expiry or termination of the Contract.
- 7.** The Client will only use the SIM cards supplied by WeGo for WeGo Box use in the WeGo Box for which a WeGo Service user licence has been purchased. All other uses are improper use. Any costs arising from improper use must be charged to the Client.

VII. EXCLUSIVITY

The Client will not use any similar reservation software developed by them with any vehicles already connected via WeGo for a term of 60 months.

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VIII. TRANSFER OF RIGHTS AND OBLIGATIONS

Neither party is permitted to grant, outsource, assign or transfer its respective rights and obligations under the Agreement either wholly or in part without the prior written consent of the other party, with the proviso that WeGo may grant, outsource, assign or transfer its rights and obligations under the Agreement wholly or in part to its third party without the prior written consent of the Client.

IX. AMENDMENT OF THE MAIN CONTRACT

1. Unless expressly provided for otherwise here, any changes to the Agreement are only valid and binding when made in writing.
2. All notifications, approvals, waivers or other statements under this contract must be made in writing and delivered in person or by post, registered post, courier or email to the correct address(es), as stated in the Agreement (or to those addresses at which a party may occasionally contact the other party). A notification takes effect on its receipt and is considered to have been received when delivered (if delivered in person or by registered post or courier) or when sent successfully (in case of delivery by email).

X. CLIENT DATA

WeGo will provide the Client with a copy of all details at WeGo's disposal under the Agreement on request, and inform the Client immediately if such details are lost or have been destroyed damaged, impaired or have become unusable. WeGo will recover such details at its own expense.

XI. PAYMENT TERMS

1. The Client's debts to WeGo become immediately due and payable when: (I) the Client is filing for a winding-up petition, or intends to do so, or (II) a winding-up petition has been filed, or (III) an insolvency practitioner or administrator is appointed with regard to the Client, or (IV) suspension of payment has been applied for or granted, or (V) the Client offers its creditors a private repayment arrangement or its assets are seized, or (VI) the Client is unable to pay his debts or has become insolvent in any other way. After any such event, WeGo is entitled to suspend the implementation of the Agreement until the Client has met all of its obligations under the Agreement.
2. In case of payment later than the payment term:

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- I. The Client is guilty of breach of contract, without notice of default being required, and all amounts the Client owes to WeGo are immediately due and payable;
 - II. The Client is obliged to pay the statutory interest for commercial debts on the overdue amount, as well as all court and extrajudicial costs incurred by WeGo in connection with the recovery and collection of the amounts owed;
 - III. WeGo reserves the right to suspend the access of the Client to and use by the Client of the WeGo service until all overdue amounts (including interest and costs) have been paid; and
 - IV. the costs of suspension and reactivation will be at the Client's expense.
3. WeGo is entitled to impose credit limits on the Client's account or to demand that the Client provide sufficient guarantee. Should the Client exceed the credit limit or fail to provide the required guarantee, WeGo is entitled to terminate the Agreement with immediate effect and to withhold such amounts as are necessary to cover the invoices unpaid by the Client in respect of the rates for Products and the subscription costs of the WeGo service and/or costs arising from the Client's failure to return the hired Products to WeGo, depending on the case at hand.
 4. All payments made by the Client must be implemented without setoff, reduction and/or suspension of any kind whatsoever, unless agreed otherwise expressly in writing.

XII. FORCE MAJEURE

1. Should a party be prevented from meeting its obligations under the Agreement or be delayed in doing so as a result of Force Majeure, that party is discharged from the obligation to compliance (or strict compliance, in the case of delay) with its obligations for as long as such situation of force majeure continues, and such party will do everything reasonably possible in order to overcome or circumvent the situation of force majeure with a view to complying with its obligations under the Agreement.
2. Should the situation of force majeure as a result of which a Party cannot meet its obligations extend beyond 30 calendar days, each Party is entitled to terminate the Agreement in writing, without obligation as to the consequences thereof or having to pay any compensation in relation thereto.
3. Should, on commencement of the situation of force majeure, WeGo have partially met its obligations, or be capable of only meeting some of its

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obligations, notwithstanding the previous article of these WeGo General Terms and Conditions, WeGo is entitled to charge the Client for all work done prior to commencement of the situation of force majeure and any costs associated therewith as though such costs were part of a separate agreement.

XIII. INTELLECTUAL PROPERTY RIGHTS

- 1.** WeGo reserves all Intellectual Property rights established to the “WeGo” service, the “WeGo” Website, the WeGo Platform and the Products. The Client does not at any time acquire rights, ownership or any interest in these Intellectual Property rights on the basis of any use that the Client may make thereof under the Agreement.
- 2.** The Client: (I) will neither cause nor allow that a third party damage WeGo’s Intellectual Property rights in any way or endanger these; (II) will indemnify WeGo against damage suffered by WeGo as a consequence of any use by the Client or user of WeGo’s Intellectual Property rights other than in accordance with the Agreement, notwithstanding all of WeGo’s other rights; (III) will not change the packaging or labelling of the products as supplied by WeGo in any way whatsoever, unless such changes have first been approved by WeGo in writing; (IV) will not change, remove or tamper with the trademarks in any way whatsoever, nor introduce or add another name, trademark, logo, design or symbol to a Product or the packaging thereof, unless this has been approved by WeGo in writing; (V) will not use Trademarks with the intention of thereby damaging WeGo’s character, validity or goodwill.
- 3.** Should the Client directly or indirectly dispute WeGo’s ownership of the Intellectual Property rights at any time, or should the Client act in a manner which damages WeGo’s rights to the WeGo service, the WeGo website, the WeGo Platform or the Products or reduces the value of the Intellectual Property rights vested therein, WeGo is entitled to terminate the Agreement with immediate effect.

XIV. FINAL PROVISIONS

- 1.** Notwithstanding these WeGo General Terms and Conditions, the rights of the parties under the Agreement do not affect any other rights or legal remedies at the disposal of the parties and the failure of any party to exercise any right under the Agreement, or the tardy exercise of such right, may not be interpreted by any party as the waiver of such right under the Agreement.
- 2.** The unlawfulness, nullity or impracticability of any provision of the Agreement is of no influence on the lawfulness, validity or practicability of the remainder of the article or section containing the relevant provision, or of any other provision in the Agreement. Should the rest of the provision remain unaffected, the

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parties will do all within reason to reach agreement within a reasonable period on lawful and reasonable changes to the Agreement which may be required in order to achieve to the greatest possible extent the same effect as that which would be achieved through the article or section of article concerned.

3. The Client will refrain from behaviour which, in WeGo's opinion, is damaging, or which may in the future be damaging to WeGo's commercial activities or the marketing of WeGo's Products.

XV. APPLICABLE LAW

Any dispute arising from the agreement must, in first instance, be settled by the competent court in Amsterdam, which will have exclusive jurisdiction where such disputes are concerned. The agreement is subject to Dutch law.

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