

AMENDMENT
to the Local Operator Agreement

concluded between:

TIER Mobility Slovakia s.r.o. with its registered office at Landererova 12, 811 09 Bratislava, Slovakia;
Company ID: 53 804 091, registered in the Commercial Register of the District Court Bratislava I, Section:
Sro, File No.: 152919/B” (“**Client**” or “**TIER**”)

and

TECHNICKÉ SLUŽBY Žiar nad Hronom, spol. s.r.o. with its registered address at A.Dubčeka 380/45
965 01 Žiar nad Hronom, Company ID: 31609651, IČ DPH: SK2020479714 represented by Mgr. Igor
Rozenberg, PhD., MBA, (“**Local Operator**”).

The Client and the Local Operator will be further referred to jointly as the “**Parties**” and separately as
“**Party**”.

Preamble

- A. **TIER Mobility Slovakia s.r.o.** concluded with the Local Operator the Local Operator Agreement dated 04.07.2024 concerning the Territory of Žiar nad Hronom, as amended by annexes and amendments from time to time („**Agreement**”);
- B. The Parties wish to amend the Agreement by this amendment to the Agreement (“**Amendment**”).

§ 1.

- 1. The Parties hereby mutually agree to repeal the existing wording of the Agreement in whole and adopt the new wording of the Agreement as provided in Schedule 1 to this Amendment (“**New Agreement**”).
- 2. The New Agreement provided in Schedule 1 to this Amendment supersedes and replaces in its entirety the existing Agreement, as well as any other arrangements between the Parties.
- 3. For the avoidance of doubt, the Parties confirm that the Deposit retained by the Client under the Agreement shall be counted towards the Deposit required under the New Agreement.

§ 2.

- 1. In matters not covered by this Amendment, the provisions of Slovak law shall apply.

2. Any disputes arising in connection with the conclusion and implementation of this Amendment, the Parties shall submit to the settlement of the common court competent for the registered seat of the Client.
3. This Amendment comes into force on the Effective Date specified in Schedule 1.

Schedule 1 – Local Operator Agreement v6 with Appendices

On behalf of TIER	On behalf of Local Operator
Name: Mathieu Deloly	Name: Igor Rozenberg
Title: Member of the Management Board	Title: Managing Director
Signature: <i>Mathieu Deloly</i> <small>Mathieu Deloly (25 February, 2025 11:40:41 UTC)</small>	Signature: <i>Igor Rozenberg</i> <small>Igor Rozenberg (26 February, 2025 04:54:28 UTC)</small>
Date: February 25, 2025	Date: February 26, 2025

SCHEDULE 1

Revenue-Share Local Operator Agreement v6

This Operations Partner Agreement ('**Agreement**') is entered into and made effective as of 24.02.2025 ('**Effective Date**') by and between:

TIER Mobility Slovakia s.r.o. with its registered office at Landererova 12, 811 09 Bratislava, Slovakia; Company ID: 53 804 091, registered in the Commercial Register of the District Court Bratislava I, Section: Sro, File No.: 152919/B" ("**Client**"); and

TECHNICKÉ SLUŽBY Žiar nad Hronom, spol. s.r.o. with its registered address at A.Dubčeka 380/45 965 01 Žiar nad Hronom, Company ID: 31609651, IČ DPH: SK2020479714 represented by Mgr. Igor Rozenberg, PhD., MBA, ("**Local Operator**").

Client and Local Operator are each referred to individually as a "**Party**" and jointly the "**Parties**".

Introduction:

- A. Client carries out the business of renting micro mobility vehicles, notably electric scooters (the "**Scooters**").
- B. Local Operator already operates a business in Žiar nad Hronom and/or its surroundings (the "**Territory**") and has assets, including vans and warehousing, that may be used for the purpose of Client's business. The Territory shall consist of:
 - (a) '**Service Area**' shall refer to the geographic area specified in the customer application in which Client offers to its customers its mobility services and in which its customers are required to return a Scooter following its use. The Service Area does not have to be limited to the legal boundaries of a city or a region and can extend such boundaries as well as be limited to certain areas of a region or a city.
 - (a.i) The Service Area consists of "**Operating Zones**". The Operating Zones shall be defined by the Client and are subject to unilateral change as decided by the Client. The Local Operator is prohibited from performing tasks outside its Operating Zone(s) without the Client's prior written consent. Tasks performed by the Local Operator outside its defined Operating Zone(s), without prior approval by the Client, shall not be remunerated and shall be considered as a material breach of contract. Additionally any attempt to subvert, alter, or manipulate the number of available tasks in any Local Operator's Operating Zone(s) shall constitute a material breach of contract.
 - (b) '**Extended Service Area**': shall refer to the Service Area extended by an additional [20 km] from any point of the Service Area.
- C. Client wishes to engage the Local Operator to provide operations support for Client's business in the Territory on the terms and conditions of this Agreement.

The Parties agree as follows:

1. Subject of the Agreement

- 1.1. The Client engages the Local Operator to perform the following services in the Territory on the terms and conditions of this Agreement (together the "**Services**"):
 - (a) collection of the Scooters and lithium-ion batteries (the "**batteries**" or "**lithium-ion batteries**") from the Territory in accordance with clause 1.5 ("**Pick-ups**");

- (b) deployment of the Scooters and lithium-ion batteries in accordance with clause 1.6 (**"Deploy"**);
- (c) replacing the battery in the Scooters with lithium-ion batteries in accordance with clause 1.7 (**"Swap battery"**);
- (d) collection and redistribution of the Scooters in accordance with clause 1.8 (**"Rebalance"**);
- (e) assessing health and maintenance status of the Scooters and lithium-ion batteries in accordance with clause 1.9 (**"Quality Control"**);
- (f) return of Scooters needing repairs to the Client's warehouse at Kominárska 3C, Bratislava 83102, on an agreed schedule between the Parties or as instructed by Client , in accordance with clause 1.10 (**"Return"**);
- (g) **Pick-up & Deploy** as part of fleet redistribution from low performing to high performing areas, in accordance with clause 1.11 (**"Pick-up & Deploy"**);
- (h) **Find Missing** to recover stolen or lost Scooters, in accordance with clause 1.12 (**"Find Missing"**);
- (i) **Micro-Rebalance** or tidying up wrongly parked Scooters in accordance with clause 1.13 (**"Micro-Rebalance"**).

1.2. In order to carry out Services, the Local Operator will use the software applications and platforms made available by the Client to the Local Operator to (i) locate, track and manage the availability of Scooters, (ii) identify Services to be performed by the Local Operator; (iii) create tasks for its personnel; and (iv) track the Services (the **"App(s)"**).

1.3. For the performance of the Services, the Local Operator will use a sufficient number of suitable transport vehicles to transport the Scooters (**"Operations Vehicles"**) and staff. The Local Operator is aware that the goods to be transported are class 9 dangerous goods and that dangerous goods may be transported in accordance with the Agreement concerning the International Carriage of Dangerous Goods by Road of 1957 (as amended) (**"ADR"**). The Local Operator confirms that it will comply with all provisions of the ADR and the Slovak Act No. 79/2015 Coll. on waste, as amended and the secondary legislation to this Slovak act.

1.4. The Local Operator:

- (a) is aware that the Services are to be carried out either during the day or at night, and necessity of providing services at different times of day may fluctuate in accordance with business and/or at different periods of the year;
- (b) shall comply with local labour laws at all times, particularly in relation to the regulation of working hours. Specifically and for the avoidance of any doubt, the Local Operator shall be bound to pay all the payrolls, salaries, indemnification, severance payments, compensations, or any other amounts due to its personnel arising from their employment contracts;
- (c) undertakes that it or anyone on its behalf shall not claim, demand, sue or bring any cause of action against the Client or any of its affiliated companies in connection with its personnel. The Local Operator shall indemnify and hold the Client and its affiliated companies harmless, upon first demand, in respect of any claim, expense or loss incurred by the Client or any of its affiliated companies as a result of the Local Operator's breach of this clause 1.4, including for the avoidance of doubt any associated legal fees.

1.5. As part of a **Pick-up**, the Local Operator shall provide the following services:

- (a) collection of the Scooters from the Service Area or Extended Service Area on the basis of the geographic coordinates of the Scooters provided by Client in the Apps;
- (b) transport of the Scooters to a warehouse location of the Local Operator previously

- agreed between the Parties;
- (c) unloading the Scooters at the warehouse location;
- (d) carrying out an external technical and hygienic visual inspection of the Scooters in accordance with the checklist attached by the parties as Appendix 3 of this Agreement, together with the so-called "Quality Control"; and,
- (e) separation and marking of damaged Scooters.

1.6. As part of a **Deploy**, the Local Operator shall provide the following services:

- (a) carrying out an external visual inspection of the Scooters looking for obvious external defects;
- (b) proper loading of Scooters and lithium-ion batteries into the Operation Vehicles; and
- (c) delivery and parking of the Scooters in locations in the Service Area defined in the App and in accordance with applicable local rules and regulations. The Local Operator must duly respect the capacity shown in Apps in regards to the correct parking location in the Business Area where the Scooter should be dropped-off (the "**Spot**").

1.7. As part of a **Swap battery**, the Local Operator will provide the following services:

- (a) loading the Scooters with a number of lithium-ion batteries specified by Client in suitable transport boxes in accordance with regulations mentioned in clause 1.3;
- (b) transport of the batteries to the Scooters displayed in the App for Swap battery, based on the geographic coordinates of the Scooters provided in the App;
- (c) exchange of discharged batteries for charged batteries;
- (d) carrying out a Quality Control in accordance with the checklist attached as Appendix 3 of this Agreement;
- (e) return transport of the discharged batteries to the warehouse location of the Local Operator;
- (f) connecting the batteries to the charging infrastructure at the warehouse location; and
- (g) The transported lithium-ion batteries must not exceed a total weight of 333 kilograms per Operation Vehicle.

1.8. As part of a Rebalance, the Local Operator shall provide the following services:

- (a) picking up Scooters from the Extended Service Area or Service Area shown as needed and deploying them to a different location within the Service Area, while following protocols on the App;
- (b) carrying out an external visual inspection of the Scooters looking for obvious external defects;
- (c) proper loading in the Operations Vehicles of the Scooters and lithium-ion batteries; and
- (d) deploy of the Scooters at locations defined by Client within the Service Area. The Local Operator shall follow the instructions to deploy the number of Scooters in selected Spots based on the capacity of the Spot, as indicated on the App.
- (e) a rebalance is done successfully only when the Scooter is deployed at a location greater than or equal to 100m from the location where the Scooter is picked-up and points 1.8 a) - d) are adhered to

1.9. As part of a **Quality Control**, the Local Operator shall provide the following services:

- (a) carrying out an external visual inspection of the Scooter looking for obvious or specific defects, particularly in relation to the safety of a consumer riding with the Scooter as described in the Appendix 3 of this Agreement; and,
- (b) in the event that the Scooter fails the safety inspection, collecting the Scooter for a future Return to the Client's warehouse.

The Local Operator notes that safety inspections are part of other task services, but a Quality

Control task may be required to be performed also as a stand-alone inspection.

- 1.10. As part of a **Return**, the Local Operator shall provide the following services:
- (a) proper loading of damaged Scooters into the Operations Vehicles;
 - (b) unloading of damaged Scooters at Client's warehouse;
 - (c) proper loading of replacement Scooters made available by Client into the Operations Vehicles; and,
 - (d) deployment of replacement Scooters.
- 1.11. As part of a **Pick-up & Deploy**, the Local Operator shall provide the following services:
- (a) relocate Scooters located in the Service Area shown as needing 'Pick-up' on the App (under 'Rebalance Runs') to a different location within the Service Area, as follows:
 - Local Operator will pick up the Scooters in a specified location in the Service Area, as indicated on the App;
 - Local Operator shall follow the instructions to deploy the number of Scooters in selected Spots based on the capacity of the Spot, as indicated on the App;
 - Client may request the Local Operator evidence that the correct number of Scooters has been dropped-off at selected Spots, which shall be provided via the App or as otherwise agreed between the Parties;
 - Local Operator is required to scan via the App the Scooter upon pick-up to begin the task and upon drop-off to complete the task.
- The relevant App will indicate the Scooters to be Picked up, as well as the pick-up point(s) and Spots, with their respective details (e.g. capacity).
- 1.12. As part of a **Find Missing**, the Local Operator shall provide the following services:
- (a) prioritise finding missing Scooters according to the following diagnosis as indicated on the App (in order of priority):
 - Bad GPS area, No issue or Special case;
 - Privatized,
 - Vandalized.
 - (b) check Scooters' GPS and connection status and open 'Recent locations' button on App;
 - (c) click on 'Ring vehicle' and look for the Scooter in the streets around and halls of buildings;
 - (d) open 'Inspector Gadget' on App if you don't see the Scooter and review data displayed in there to find last reported position;
 - (e) complete 'Quality Control' if the Scooter has been found.
- 1.13. As part of a **Micro-Rebalance**, the Local Operator shall move Scooters a short distance in order to ensure tidiness of the fleet, remove Scooters from creating obstructions, pick up fallen Scooters, and organise Scooters into small and organised rows. Specifically, the Local Operator shall provide the following Services:
- a) upright fallen down Scooters;
 - b) move Scooters that are parked poorly or blocking sidewalks, streets, cars, bike lanes, etc. and re-arrange to facilitate accessibility and ease of use to the customers;
 - c) arrange Scooters in organised groups to increase visibility and tidiness;
 - d) ensure Scooters are organised, easily accessible, not creating obstructions, and available

to customers.

- 1.14. During the Term, the Local Operator shall not provide the Services directly or indirectly to third parties which are active in the rental of electric vehicles or other forms of micro-mobility services without the prior written consent of Client.
- 1.15. The Local Operator shall perform the Services under this Agreement with the diligence of a prudent businessman, and in particular, shall maintain the necessary technical and human resources properly trained and available.

2. Obligations and responsibilities of each Party

- 2.1. The Local Operator shall provide the following services and is solely responsible for the following at its own expense:
 - (a) execution of Pick-Ups in accordance with clause 1.5;
 - (b) execution of Deploy in accordance with clause 1.6;
 - (c) execution of Swap batteries in accordance with clause 1.7;
 - (d) execution of Rebalance in accordance with clause 1.8;
 - (e) execution of Quality Control in accordance with clause 1.9;
 - (f) execution of Returns in accordance with clause 1.10;
 - (g) execution of Pick-up & Deploy in accordance with clause 1.11.;
 - (h) execution of Find Missing in accordance with clause 1.12;
 - (i) first pick-up of the Scooters and charging infrastructure at Client's warehouse which will be acted by a handing-over protocol signed by the Parties;
 - (j) provision of contact details to Client (mobile phone number and email address) of the person from the Local Operator responsible for the Services under this Agreement;
 - (k) employment of adequately trained and qualified personnel for the performance of the Services;
 - (l) all damage to the Scooters attributable to the Local Operator;
 - (m) all costs related to the provision of the Services, including but not limited to electricity costs for charging the batteries, fuel costs, leasing of vans, equipment for the Local Operator's personnel (ex: working clothes, mobile phones, personal protective equipment, etc.), adaptation works of the Local Operator's warehouse to match safety standards and requirements of Appendix 1;
 - (n) handling of lithium-ion batteries in accordance with Client's operating instructions in Appendix 1 and which may be updated from time to time at Client's discretion;
 - (o) acquisition and maintenance of all licences and permits according to local law required for the performance of the Services, provided that obtaining the permit to operate Scooters in the Territory (if applicable) is the responsibility of Client;
 - (p) covering of the costs of lost or vandalized Scooters (not including the battery) in an amount of 175 EUR net plus statutory VAT (if applicable) per scooter for each scooter over the Scooters Decay rate threshold set by the KPIs in Appendix 2 which can be updated from time to time;
 - (q) covering the costs of lost or damaged lithium-ion batteries in an amount of 175 EUR net, plus statutory VAT (if applicable) per battery for each battery over the Batteries Decay rate threshold set by the key performance indicators ("KPI") in Appendix 2 which can be updated from time to time;
 - (r) compliance with the KPI set out in Appendix 2;
 - (s) return of the Scooters, the charging infrastructure and all the Client's assets made available by the Client for the provision of the Services to the Client's warehouse within five (5) business days after termination of this Agreement;
 - (t) storage of the Scooters during low demand period or during full city shutdown in a manner

- ensuring safe care and proper storage minimising risk of damage or harm, if and when required;
 - (u) hard count of batteries and reporting the numbers to the Client on time once per quarter according to instructions from the Client.
- 2.2. In accordance with the provisions of this Agreement, the Client is solely obliged to provide the following services or is solely responsible for the following at its own expense:
- (a) timely determination of the number of Scooters for Pick-ups, Deploys and Battery Swaps;
 - (b) timely provision of the geographic coordinates of all Scooters for upcoming pick-ups in the App;
 - (c) provision of the Apps to the Local Operator with the required number of licences; and
 - (d) provision of all information and documents required by the Local Operator for the proper provision of the Services in accordance with this Agreement.
- 2.3. The Parties shall act in good faith to resolve any obstacles or differences of opinion quickly and amicably in the interests of both Parties.

3. Term of the Agreement / Termination

- 3.1. This Agreement is effective on the date of signature by the Parties, and is concluded for an unlimited period of time (the “**Term**”). Either Party may terminate this Agreement for any reason with twenty (20) days prior written notice. For these purposes “written notice” shall include notices signed via DocuSign, SpotDraft (whether qualified electronic signature or not) or other electronic (i.e. documentary form) means and sent via e-mail by authorised persons.
- 3.2. The Client shall have the right to terminate this Agreement with immediate effect (i) for material breach of the Agreement by the Local Operator, (ii) if the Local Operator conducts or is part of an activity that results in a change of control, without the written consent of Client, which will not be unreasonably withheld, (iii) if Client loses its permission to operate in the Territory, (iv) if a new model of Scooters is to be used in the Territory, (v) the Local Operator violates its confidentiality obligations or exclusivity obligations, (vi) the Local Operator becomes insolvent, or a petition in bankruptcy is filed, or the Local Operator makes a general assignment for the benefit of creditors; (vii) in case the Local Operator fails to adapt its warehouse to the fire safety audit report within the time indicated in Appendix 1 to this Agreement.
- 3.3. If the Local Operator does not achieve the KPIs set in Appendix 2, this will be considered as a material breach of the Agreement.

4. Remuneration

- 4.1. For the provision of the Services under this Agreement, the Local Operator shall receive:

- A net remuneration equal to a certain percentage (“**Percentage**”) multiplied by a revenue proportion (“**Revenue Proportion**”) of the Adjusted Net Revenue from rentals of the Scooters within the Territory within the time covered by respective invoice, whereas:

Adjusted Net Revenue = [Gross Revenue - Minimum (Discounts; 0.08 x Gross Revenue)]

Where:

Gross Revenue = (i) solely includes revenues generated from rides taken by customers in the Service Area, with exclusion of any fees paid by customers that are not in

consideration for the ride, including but not limited to fees associated with parking fees violations of parking or riding regulations, or breaches of the Client's terms of services; (ii) excludes VAT and applicable taxes; (iii) will be determined before deducting all applicable Discounts

Discounts = sum of the ride discounts consumed by the riders (ex.: free rides under the referral program, free rides from vouchers, promocodes)

The Percentage and the Revenue Proportion is set between the Parties in accordance with the Appendix 4.

- A net remuneration equal to 0.25 EUR for each driven distance km every time a **Return** is performed as per §1.10 using the Local Operator's big van. For the avoidance of doubt, the driven distance km is calculated as the shortest return-trip distance between the city centre of the Territory and the Client's warehouse address if located outside of the Territory.
 - A net remuneration equal to 0.05 EUR per Scooter for each day of storage of the Scooters in case of full city shutdown ("**City Shutdown Storage fee**"). A full city shutdown takes place when the business of renting the Scooters in the Territory is discontinued and the Client intends to keep it discontinued for a certain period of time. A full city shutdown can only be decided and triggered by the Client. The City Shutdown Storage Fee applies only in case of full city shutdown and to each individual Scooter being effectively stored by the Local Operator in its own premises for the whole duration of the full city shutdown. The Storage Fee will be paid to the Local Operator via a dedicated invoice issued after either a) the business of renting the Scooters in the Territory is resumed, or b) the Scooters and all related assets have been returned to the Client in the same quantity and condition in which they were handed over. The Client will notify the Local Operator about the full city shutdown and its planned duration. The Client can shorten or extend the duration of the full city shutdown, at its own discretion.
- 4.2. The Local Operator shall cover the costs of lost/vandalized Scooters and lost/damaged batteries according to the cost participation rules set in sec. 2.1. letter p) and q) and the KPI's set in Appendix 2. The coverage for lost/vandalized Scooters decreases the (net) remuneration calculated as outlined in clause 4.1 above.
- 4.3. The remuneration calculated according to clauses 4.1 and 4.2 is the net remuneration/price, which does not include the statutory Value Added Tax (VAT), if applicable.
- 4.4. The Local Operator must fulfil its obligations (as stated in Appendix 6) to enable the Client to issue proper self-billing invoices. If it turns out that the provided information (e.g. about the Tax/VAT status) was wrong and based on this, the Client issued non-compliant self-billing invoices, Client does not owe the VAT to the Local Operator. The Client is entitled to withhold any (VAT) payments until the Local Operator provides the information for the proper issuance/correction of self-billing invoices.
- 4.5. In accordance with Appendix 6, the Client will create a self-billing invoice every two (2) weeks for the Services provided, based on the information regarding Net Adjusted Revenues (clause 4.1 above) and lost and vandalized Scooters and lost and damaged batteries (clause 4.2 above). The Client is entitled to deduct the respective amount for lost and vandalized Scooters and lost and damaged batteries (clause 4.2 above) always in the next self-billing invoice, without the need to request for payment by the Client or make any further notifications, reminders of any

kind. When the cooperation under this Agreement is terminated and costs of lost/vandalized Scooters and lost/damaged batteries according to clause 4.2 have not been considered in the self-billing invoices so far, the Client will - once the amount referred to in clause 4.2 is finally determined - correct the self-billing invoice for the last (invoicing) period, to properly reflect the coverage of costs according to clause 4.2.

The remuneration is due for payment fourteen (14) days after the issuing of an invoice. The remuneration is deemed as paid on the day of debiting the account of the Client.

- 4.6. If the Local Operator is registered as an active VAT payer in Slovakia, all payments due within the Agreement will be made only to the bank account specified in the invoice, included in the List of entities referred to in Art. 52 (16) of the Act No. 563/2009 Coll, on Tax Administration, as amended, kept by the Financial Administration of the Slovak Republic, available on the website of the Financial Administration of the Slovak Republic at: www.financnasprava.sk.
- 4.7. As a deposit against the Client's assets and performance bond for the Services, the Client shall retain 15% from the net payments to the Local Operator until an amount equal to 7 EUR for each Scooter is reached (the "**Deposit**"). The Deposit minus any financial obligation from the Local Operator to the Client specifically from the required corrective self-billing invoice because of the (corrected) consideration of costs of lost/vandalized Scooters and lost/damaged batteries (cf. last sentence in clause 4.2) - shall be returned to the Local Operator within fourteen (14) days after all Client's assets have been returned to the Client by the Local Operator after termination or expiry of the Agreement. The 15% Deposit level may be reduced to 5% at Client's discretion at any time.

5. Confidentiality

- 5.1. Each of the Parties undertakes to maintain confidentiality for an indefinite period of time about all information that has come to its knowledge in the course of fulfilling this Agreement which should reasonably be regarded as business or trade secrets of the other Party, irrespective of their form ("**Confidential Information**"). For the above purpose each of the Parties undertakes to take any and all reasonable precautions to protect the Confidential Information which shall be in any case not lower than those undertaken by that Party to preserve the secrecy of its own confidential materials.
- 5.2. The obligation to maintain confidentiality referred to in clause 5.1 above does not apply to the information and documents: (i) which on the day of concluding hereof or at any time after that day became available to the public in a manner other than as a result of breach of the provisions hereof, and/or (ii) which are disclosed to any of the Parties by a third party which has lawfully come into their possession and which is entitled to disclose them, and/or (iii) of which any of the Parties was aware or which were in the possession of any of the Parties irrespective of the process of executing and performing hereof.
- 5.3. The Parties may disclose Confidential Information to the extent necessary to perform this Agreement to its employees, agents, subcontractors, proxies and/or authorized representatives. The Parties will ensure through suitable contractual agreements with their employees, agents, subcontractors, proxies and/or authorized representatives working for them that they are also subject to the above confidentiality obligation for an unlimited period.
- 5.4. The Parties may disclose the Confidential Information in the event such disclosure is required by applicable laws to the relevant public authorities, in particular administrative authorities or courts, or where such disclosure is necessary for dispute, litigation, arbitration, enforcement or

other similar proceedings involving the Parties. In this case, the Parties undertake to: (i) to the extent admissible by applicable laws, provide the Party whose Confidential Information is subject to disclosure with a prompt written notice of such requirement or order, and (ii) use diligent efforts to limit disclosure to the information which is legally required, and (iii) provide the Party whose Confidential Information is subject to disclosure with such other cooperation that is reasonably required in a given case.

6. Liability

- 6.1. The Local Operator is fully liable for its own and its employees, agents, subcontractors, proxies and/or authorized representatives' actions and omissions.
- 6.2. As the carrier, the Local Operator is liable for damage to the Scooters and other Client's assets (e.g batteries) that occur while the Local Operator keeps the Scooters, batteries and other Client's assets in its care or custody resulting from any incident or cause, including but not limited to, transport, theft, water damage, fire, lightning and explosion.
- 6.3. To the extent permissible by the applicable law and except for the damage caused intentionally, the Client shall only be liable for direct losses incurred by the Local Operator due to the Client's actions or omissions and subject to clause 6.4 below. For the avoidance of doubt, the Client's liability for the indirect or consequential damage as well as lost profits is fully excluded.
- 6.4. To the extent permissible by the applicable law and except for the damage caused intentionally, the total liability of the Client (whether in contract or in tort or otherwise) shall be limited to a maximum amount equivalent to 10,000 EUR in aggregate.
- 6.5. The Local Operator shall fully defend, hold harmless and fully indemnify the Client, its parent and Affiliated Companies, and its officers, directors, employees, agents and successors (together 'Indemnitees'), upon first demand, from and against any and all claims, damages, liabilities, losses and expenses incurred by or asserted against any Indemnitee of any kind of nature related to a breach or alleged breach by the Local Operator of any obligation, representation and warranty in the Agreement, or due to negligent or willful acts of the Local Operator and/or the Local Operator's personnel. The Client shall promptly notify the Local Operator of any such claims and actions, and shall provide assistance to the Local Operator, if requested. The Local Operator shall not enter into any settlement of agreement that includes an admission on behalf of the Client or otherwise affects the image of the Client, without the prior approval of the Client. The obligations established for the Local Operator in this clause shall also be binding for the Local Operator's personnel, including but not limited to employees, collaborators, both external and internal, and subcontractors, and therefore the Local Operator shall be liable to the Client if such obligations are breached by such parties.

7. Insurance

- 7.1. The Local Operator shall maintain the following insurance coverage:
 - general liability insurance and transport insurance with appropriate coverage for the performance of the Services of at least 10,000 EUR per year or another amount as accepted by the Client in writing. The insurance shall include activity connected with the Services, in particular storing and charging lithium-ion batteries.
 - Insurance indemnifying the Client for all damage and loss to Client assets that occurs whilst in the Local Operator's care, custody, or control and resulting from any incident or cause,

- including but not limited to transit, theft, fire, water damage, storm, lightning, and explosion in the amount sufficient with regard to the Client assets entrusted to the Local Operator.
- 7.2. The Local Operator shall provide a copy of the insurance at Client's request within fourteen (14) calendar days.

8. Ownership / No rights of retention / Offsetting prohibition

- 8.1. Title to and ownership of the Scooters and lithium-ion batteries remain at all times with the Client. The Local Operator shall not receive any rights to the Scooters nor lithium-ion batteries.
- 8.2. The Local Operator shall not and shall ensure that its employees, officers and agents do not pledge, charge or encumber the Scooters or lithium-ion batteries as security for any indebtedness or for any other reason whatsoever.
- 8.3. In relation to any bona fide dispute or otherwise, the Local Operator; i) shall have no right of retention to or lien on the Scooters or lithium-ion batteries; and ii) shall not withhold the availability of the Scooters.

9. Naming rights / Advertising / Data Protection

- 9.1. All right, title, and interest in and to the Client's and/or its affiliated companies' intellectual property and technology (including the Client's Confidential Information and software applications) used for the performance of the Services are and shall remain the exclusive property of the Client and/or its affiliated companies (or, where applicable, the third-party licensor from whom the Client derives the right to use them). If required, during the Term, the Client grants to the Local Operator, and the Local Operator accepts, a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free licence to use the Apps (including 'Spott' as well as any other software made available by Client in the performance of the Services), solely as necessary for the Local Operator to carry out the Services and for no other purpose. Further rights and obligations relating to the use of the Apps are set out in the licence agreement which every user of the Apps has to accept. All rights with respect to intellectual property rights of the Parties that are not specifically granted under this Agreement are expressly reserved. In connection with this Agreement, or the activities of the Parties in furtherance of this Agreement, no licence, covenant, immunity, authorization or other right will be implied, whether by reason of statute, estoppel, or otherwise, with respect to any intellectual property right.
- 9.2. Neither Party is authorised to use the other Party's name for advertising or promotional purposes without the prior written consent of the other Party. Each Party should use its reasonable endeavours in good faith to avoid damage to the name and reputation of the other Party, particularly in the public media. Unless agreed otherwise in writing or in power of attorney granted by the Client to the Local Operator in writing under pain of nullity and only to the extent indicated explicitly in such an agreement or power of attorney, the Local Operator is not entitled to represent the Client and shall be obliged not to act on behalf of the Client, including in any way and by any means of communication, including in the media, social media, business or other conversations, or to claim that the Local Operator is entitled to represent the Client in any manner whatsoever.
- 9.3. The Parties recognize that, in the context of processing personal data as defined under the General Data Protection Regulation ("GDPR"), they each act as an independent controller. Each Party shall be accountable for its data processing activities, including those of its employees, agents, contractors, or processors.

The Local Operator shall ensure that all personal data processed, including names, email addresses, phone numbers, locations of vehicles (including Scooters) and warehouses, as well as timestamps and shift planning, are protected in accordance with Article 32 of the GDPR. This protection is to prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data. OP will access these data exclusively via the Spott application, ensuring a secure and compliant method of data handling.

The Local Operator is prohibited from transferring or otherwise processing personal data related to any third parties without obtaining the Client's prior written consent. Upon termination of this Agreement, the Local Operator shall promptly return or delete any remaining copies of personal data in their systems(if applicable) immediately.

10. Independent Consultant Relationship

- 10.1. The relationship between the Local Operator and the Client will be that of an independent contractor. Nothing in this Agreement should be construed to create a partnership, joint venture, joint enterprise or agency relationship between the Parties, or an employment relationship between Client and the Local Operator.
- 10.2. The employees of the Local Operator are bound by their individual employment agreements with the Local Operator, and possess no employment relationship with Client or any other of its affiliates. The Local Operator declares expressly that all times during this Agreement, it will have the final say in work allocation, in the management of its employees, the scheduling of work tasks, and the supervision of its employees.
- 10.3. If the Client's scheduling tools Humanity and Portal ("the tools") are implemented during the Term, the Client will make available user accounts for Local Operator, and provide assistance to effectively schedule work tasks. This assistance and the participation in the tools should not be construed as creating a direct employee relationship between the Client and the employees of the Local Operator. In those cases where, for reasons of efficiency or due to technological limitations, Client schedules or supervises work, Local Operator expressly declares that it retains the final say in all matters regarding its employees, and that it is expected to do so. In those cases where Local Operator does not interfere or supervise, this will not be construed as an instance of direct oversight by Client or its affiliates on the employees of Local Operator, but solely as an implicit agreement of Local Operator that in said case its occasional supervision is warranted, while maintaining its power to adjust or change said schedules at will.

Local Operator declares that it will ensure the utmost diligence in exercising its functions described in this clause 10.3; it will without delay notify Client immediately whenever it believes that work practices (for example, but not limited to: scheduling, oversight) could be interpreted as creating a direct relationship between its employees and Client. It is expected from the Local Operator to follow in this regard all regulations and to notify a risk immediately, and adjust accordingly, whenever it deems or should deem necessary.

- 10.4. Whereas this Agreement constitutes binding obligations of performance and service, the Local Operator remains responsible for the day-to-day execution of the contractually agreed outcomes, and will exercise its rights and duties as employer accordingly.
- 10.5. The Local Operator hereby declares and represents that it is not the agent of Client and is not authorised to make any representations or commitments, enter any contracts or transactions or grant any approvals, permissions, or authorizations of any type on behalf of Client.

11. Audit and compliance

- 11.1. For the Term and not more than once a year (unless the circumstances justify additional audits), the Client can have the procedures and documents relating to the implementation of the contractual relationship checked in full to ensure compliance with this Agreement and statutory provisions.
- 11.2. The Client must inform the Local Operator at least ten (10) business days in advance of an upcoming audit.
- 11.3. Notwithstanding the foregoing, the Parties agree that the Client may conduct an audit at any time in the event of (i) investigations into claims for embezzlement, fraud or business irregularities of a potentially criminal nature, or (ii) if the Client believes that an audit is necessary to address a material operational problem or issue that poses a threat to the counterparty's business.
- 11.4. The Local Operator undertakes to comply with all applicable laws, ordinances and regulations, including (but not limited to) all laws and regulations relating to the fight against corruption and money laundering, and shall comply with the Client's Supplier Code of Conduct available in this link <https://ridedott.com/code-of-conduct/>, as amended from time to time.
- 11.5. The Local Operator undertakes that it shall not commit any prohibited actions in connection with the Services to be provided to the Client. Prohibited actions include, in particular, promising, offering or granting or demanding or accepting an impermissible benefit or advantage in order to influence actions in an impermissible manner.
- 11.6. It is forbidden to unlock the scooters for personal reasons or other use via the Apps if not directly related to the performance of the Services. The Local Operator is obliged to compensate the Client for the loss caused by the misconduct.

12. Governing Law / Place of Jurisdiction

- 12.1. This Agreement is governed by the laws of Slovakia, in particular by the Act No. 513/1991 Coll., the Commercial Code, as amended. The language of the Agreement is English.
- 12.2. The exclusive jurisdiction for all disputes arising from or in connection with this Agreement shall be the common courts competent with regard to the registered office of the Client.

13. Final provisions

- 13.1. The following appendices are an integral part of this Agreement:
 - Appendix 1 - Lithium-ion battery handling operating instructions
 - Appendix 2 - KPI's & Penalties
 - Appendix 3 - Quality Control
 - Appendix 4 - Contractual Calculation of the Percentage
 - Appendix 5 - Scooters and batteries replacement pool
 - Appendix 6 - Self-Billing Agreement
- 13.2. The Local Operator is not entitled to subcontract the Services to a third party without prior written consent from the Client.
- 13.3. The Parties are not entitled to legally represent the other Party vis-à-vis third parties unless such power is granted through a dedicated power of attorney.

- 13.4. This Agreement is the sole binding agreement between the Parties. Any general terms and conditions of the Parties do not apply.
- 13.5. Unless expressly stated otherwise, a simple email is not sufficient for notifications in connection with this Agreement which must be in writing.
- 13.6. No amendment to this Agreement (including any amendment to this clause 12.7) will be effective unless it is in writing and signed by or on behalf of each Party.
- 13.7. Should any provision of this Agreement be or become void, ineffective, unenforceable or unenforceable in whole or in part, this shall not affect the effectiveness and enforceability of the remaining provisions. The Parties undertake to agree on a provision instead of the incorrect provision that, within the framework of legal possibilities, comes closest to what the Parties would have agreed according to the meaning and purpose of this Agreement if they had recognized the incorrectness of the provision. The same applies to any loopholes in this Agreement.
- 13.8. The Parties acknowledge and agree that this Agreement is the result of negotiations between them, that each of them has carefully negotiated, thoroughly comprehended the meaning and consequences of, and agreed upon each and every clause set forth herein. No Party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any Party. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof, all such other negotiations, commitments, agreements and writings will have no further force or effect, and the Parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

This Agreement has been signed by the Parties as follows:

Signed by:

Name: Mathieu Deloly

Position: Member of the Management Board

for and on behalf of **TIER Mobility Slovakia s.r.o.**
and

Mathieu Deloly

Mathieu Deloly (25 February, 2025 11:40:41 UTC)

.....
Date: February 25, 2025

Igor Rozenberg

Igor Rozenberg (26 February, 2025 04:54:28 UTC)

Signed by

Name: **Igor Rozenberg**

Position: Managing Director

for and on behalf of **TECHNICKÉ SLUŽBY Žiar nad Hronom, spol. s r.o**

.....
Date: February 26, 2025

Appendix 1 - Lithium-ion battery handling operating instructions

A) Swap batteries tasks:

To perform a Swap battery task, the Local operator must follow instructions given in the App and the On-Boarding presentation, updated from time to time.

B) Operating instructions:

Operating instructions will be provided by the Client after signature of the Agreement and the On-Boarding session, and will be updated from time to time.

Those Operating Instructions are given as guidelines for the Local Operator.

In addition to the above instructions, the Local Operator has to ensure that all national regulations and requirements will be implemented and followed. This includes the regulations for handling hazardous materials, written risk assessments (and regular reviews), familiarising the workers with safety procedures in case of outbreak of fire. The Local Operator has the duty to familiarise the workers with their job specifications, the method of fulfilling their work at their specific work posts, including the provision of training on occupational safety and health before allowing them to work and to ensure that training is held periodically in this respect.

C) Local Operator's warehouse's recommendations:

Local Operator's warehouse's recommendations <i>May vary based on fleet size and local requirement.</i>	
Status	Recommendations
Basics	
	Size <ul style="list-style-type: none">• Overall size for WH for 200 Scooters is roughly 80 - 200 sqm• Ground level
	Local requirements / Safety Laws <ul style="list-style-type: none">• WH complies with local safety and labour law requirements (e.g. escape routes)• Emergency exit as part of the charging area
	Connection requirements - across entire WH <ul style="list-style-type: none">• Solid GPS• Cell phone signal• WiFi
	Temperature <ul style="list-style-type: none">• Warehouse 17 - 20°C (if > 26°C in the summer additional measures needed)• Office 21°C

	WH construction is made of fire safe and non hazardous material (e.g. Asbestos)
	Fire Safety Audit The warehouse must be approved by a local fire safety expert.
	Location / Type <ul style="list-style-type: none"> • Preferred is "Warehouse/Storage" type of facility • Not accepted: residential building, hospitals
Arrival and departure	
	24/7 Access <ul style="list-style-type: none"> • Ideally at ground level / no stairs or at least heavy duty elevator • Gate: Ground level roll up door for vans and providers vehicles (ideally electric)
Charging Infrastructure	
	e-Scooter charging. Power requirements (including inefficiencies and buffer, depending on the charger types): <ul style="list-style-type: none"> • For 200 Scooters: • 63 kW (3A charger) • 43 kW (2A charger) • Based on 40 extra batteries for 200 Scooters, 1 charging rack with 40 batteries each leading to 40 charging spots • Electricity required for one charging station [Ampere] 130-140
	<ul style="list-style-type: none"> • <u>Safety distance approach</u>: 40 - 90m² of entire space • <u>Fire safety walls approach</u>: If there is not enough space the charging area must be surrounded by fire safety walls. The area is reduced to ca. 10 m².

D) Fire Safety Audit

Before the First pickup of the Scooters by the Local Operator at the Client's warehouse and unless it was done before the signature of the Agreement, Client will organise at its own costs a fire safety audit of the Local Operator's warehouse to be performed by an external independent accredited expert ("**Fire Safety Audit**").

In case the Fire Safety Audit shows the Local Operator's warehouse is following short of matching state-of-art fire safety protection measures, then Local Operator will have fourteen (14) calendar days from the issuance of the Fire Safety Audit's report to adapt its warehouse to match expectations. In case of failure from the Local Operator to adapt its warehouse, Client has the right to terminate the Agreement with immediate effect.

E) Dealing with damaged batteries

A battery is damaged ("Damaged Batteries") when:

- A crack is visible,
- There is a break in housing without leakage of electrolyte or smoke/gas,

- The battery doesn't charge,
- The battery has a high temperature,
- There is a deformation of the housing,
- There is a leakage of electrolyte,
- There is smoke/gas coming from the battery.

Damaged batteries shall be handled by the Local Operator in accordance with the operating instructions given in B), and secured into specially designed for this purpose barrel(s) filled with sand.

The Client will provide the Local Operator with the sand barrel(s) and sand for sand barrel for pick up by the Local Operator at Client's warehouse together with the first pickup of Scooters. The sand barrel(s) will be used by the Local Operator solely for the purpose of storage of Damaged Batteries.=

On a regular basis, with the purpose of recycling the Damaged batteries, the Client will organize at its own costs the pickup and replacement of sand barrels at dates agreed with the Local Operator.

F) Accidents

In case of accidents during the performance of the Services, the Local Operator agrees to share non-personal data related to the accidents with Client with the purpose to always improve safety.

Appendix 2 - KPIs & Penalties

1. Scooters Decay Rate: 1,0% per calendar month.

In case of lost or vandalised Scooters in numbers up to 1,0% rounded up of the Local Operator's total (deployed) fleet size per month is considered to be a good performance of the Services by the Local Operator.

2. Batteries Decay Rate: 1,0% per calendar month

In case of lost or vandalised batteries in numbers per calendar month up to 1,0% rounded up of the Local Operator's total (deployed) number of batteries given by the Client to the Local Operator for performance of the Services is considered to be a good performance of the Services by the Local Operator.

3. Client's Intervention in the Territory

Should Client have to send a team to the Territory either as a consequence of an agreed request from the Local Operator or as a necessity to protect Client's ability to do business at Client's discretion (ex: if too many Scooters are in Unavailable state), then such intervention will be deducted from the net remuneration of the Local Operator at a rate of 140 EUR / intervention / day.

For avoidance of doubt, an intervention is equal to the mobilisation of 1 van + 1 driver.

Appendix 3 - Quality Control

Overall process:

The Quality Control is available in the App.

Quality Control shall refer to the performance of an external technical and hygienic visual inspection of the following parts of a Scooters, or as otherwise required by Client:

1. : QR code display, brake levers, bell, steering system, phone holder, grips, throttle, front light, front fender, front wheel and tyre, kickstand, rear fender, rear light, licence plate.

Details on how to perform a Quality Control will be provided together with the On-Boarding session.

Appendix 4 – Contractual Calculation of the Percentage

A) Definition of Available Scooters

Any Scooter that is deployed and available for rent to the customers in the Service Area. Available Scooters are defined on an hourly basis.

B) Definition of Deployed Scooters

Any Scooter that is deployed, but not necessarily that is available for rent to the customers, excluding Scooters marked as Lost, Decommissioned, or with the most recent GPS update more than one week prior. Deployed Scooters are defined on an hourly basis.

C) Definition of Rides per Available Vehicle (RPAV)

RPAV is calculated as following:

$$RPAV = (Total\ number\ of\ rentals\ over\ X\ days) / (Average\ Daily\ Available\ Scooters) / X$$

Where **X** is the number of operating days within the service period covered by each invoice respectively. Usually $X = 14$. It represents the average number of rentals per Scooter per day.

D) Definition of Average Adjusted Net Revenue per Ride. (Av. ANR/r)

Av. ANR/r over the service period covered by each invoice respectively is calculated as following:

$$Av.\ ANR/r = Adjusted\ Net\ Revenue / number\ of\ rides$$

with the Adjusted Net Revenue as defined in section 4.1 of the Agreement.

E) Definition of “Fleet Available Rate” (FAR)

The Fleet Available Rate is the percentage of all Deployed Scooters that are Available for rental to the consumer. The Fleet Available Rate is calculated as an average over each service period.

The Fleet Available Rate is calculated as following:
Fleet Available Rate = Available Scooters / Deployed Scooters

F) Definition of “Fleet Rebalanced Rate” (FRR)

The Fleet Rebalanced Rate is the number of scooters successfully rebalanced (according to Clause 1.8 of the Agreement), expressed as a percentage of the weekly average of Deployed Scooters. The Fleet Rebalanced Rate for the service period is defined as the average of the weekly Fleet Rebalanced Rates where:

$$Fleet\ Rebalanced\ Rate = Weekly\ Rebalanced\ Scooters / Average\ Weekly\ Deployed\ Scooters$$

G) Calculation of the Percentage

The Percentage is calculated for each invoice and service period independently.

The Percentage is equal to 12.60% and can be increased depending on the following factors:

- RPAV within the Territory
- Average ANR/r of the Territory
- Daily average of Available Scooters in the Operating Zone as above defined
- Fleet Available Rate
- Fleet Rebalanced Rate

1. Increase of the Percentage depending on RPAV within the Territory

If RPAV within the Territory for the given service period drops below 0.5, then the Percentage is increased by an additional 5% (i.e. $12.60\% + 5\% = 17.60\%$).

2. Increase of the Percentage depending on Av. ANR/r of the Territory

If Av. ANR/r of the Territory for the given service period drops below 2.20 EUR, then the Percentage is increased by an additional 1.40%

If Av. ANR/r of the Territory for the given service period drops below 1.60 EUR, then the Percentage is increased by an additional 2.80% instead.

3. Increase of the Percentage depending on the daily average of Available Scooters in the Operating Zone

If the daily average of Available Scooters for the given service period is above 350, then the Percentage is increased by an additional 2.50%

4. Increase of the Percentage based on Fleet Available Rate for the given service period:

a. Where 1) RPAV is greater than or equal to 0.5:

- i. the Percentage is increased by an additional 1% if FAR is greater than or equal to 88%, or;
- ii. The Percentage is increased by an additional 2% instead if FAR is greater than or equal to 94%

b. Where 1) RPAV drops below 0.5:

- i. The Percentage is increased by an additional 1% if FAR is greater than or equal to 86%

5. Increase of the Percentage based on Fleet Rebalanced Rate for the given service period:

a. Where 1) RPAV is greater than or equal to 0.5:

- i. The Percentage is increased by an additional 1% if FRR is greater than or equal to 2%, or;
- ii. The Percentage is increased by an additional 3% instead if FRR is greater than or equal to 4%

b. Where 1) RPAV drops below 0.5:

- i. The Percentage is increased by an additional 1% if FRR is greater than or equal to 1.5%

For the avoidance of doubt, the increases due to each factor separately are cumulative.

H) Calculation of the Revenue Proportion

The Revenue Proportion is calculated for each invoice independently.

The Revenue Proportion is the percentage of the total tasks completed by the Local Operator out of all tasks performed in the Territory. For avoidance of doubt, this also includes any tasks completed by the Client employees.

The percentage of total tasks is weighted by the task type as a reflection of the time required to perform each task and overall importance. The objective is the Local Operator shall receive a higher total payout

for completing a) more tasks and b) more important tasks. As a consequence, for each service period:

Revenue Proportion = \sum weighted tasks performed by the Local Operator / \sum all weighted tasks performed in the Territory.

The weighting of the tasks is defined as below:

Swap	Rebalance	Pick-Up	Drop-Off	Quality Control [Stand Alone]	Micro-Rebalance
1	1.25	1.1	0.9	0.9	0.1

For the avoidance of doubt, Returns are not considered in the calculation of the Revenue Portion. The Local Operator's obligation to perform Returns does not change and remains as per §1.10.

Appendix 5 - Scooters and batteries Replacement Pool

A) Definition of the Replacement Pool

The Replacement Pool is a number of Scooters (w/o battery) and batteries that can be picked-up by the Local Operator to replace “Broken beyond Repair (BBR)” or Lost Scooters and Batteries.

Replaced BBR/Lost Scooters and BBR/Lost Batteries from the Replacement Pool are counted outside of the calculation of the KPIs ‘Scooters Decay Rate’ and ‘Batteries Decay Rate’ set in Appendix 2.

B) Set-up of the maximum value of the Replacement Pool

With each fleet increase - including the 1st pick-up - the maximum value of the Replacement Pool increases by 1 Scooter and 1 battery for each 50 Scooters picked-up, and those amounts are added to the Replacement Pool.

Example: If the Local Operator picks-up an initial fleet of 150 Scooters, then the Replacement Pool is 3 Scooters and 3 batteries. 3 Scooters and batteries is the maximum value of the Replacement Pool.

C) Decrease of the Replacement Pool.

Each time the Local Operator withdraws Scooters and/or batteries from the Replacement Pool (i.e. picks-up those Scooters and/or batteries), the Replacement Pool decreases accordingly.

Example: Current Replacement Pool of Local Operator is 5 Scooters and 5 batteries. Local Operator decides to withdraw 2 Scooters and 2 batteries. After pick-up, the Replacement Pool becomes 3 Scooters and 3 batteries.

D) Increase of the Replacement Pool.

Besides increases due to fleet increases, the Replacement Pool increases with each full calendar months by 0.5 Scooter and 0.5 battery for each 50 Scooters if:

- The Local Operator met the KPI ‘Task Completion Rate’ set in Appendix 2 during the said month; and
- Services of the Local Operator were provided every day of the month.

Those increases are capped by the maximum value of the Replacement Pool.

Appendix 6 - Self-Billing Agreement

The Parties have agreed the following self-billing procedure: The Parties agrees, that under the Agreement and this Appendix (self-billing agreement), TIER will issue invoices in the name and on behalf of the Local Operator, for the duration of the Agreement, in accordance with Sec. 72 of the Act No. 222/2004 Coll., on Value Added Tax.

TIER agrees:

- To issue self-billing invoices every two (2) weeks for the Services provided under this Agreement, the remuneration (as defined in clauses 4.1 and 4.2 in the Agreement) payable to the Local Operator in accordance with the Agreement between the Parties and until its expiration. The remuneration is due for payment fourteen days after the issuing of an invoice by TIER. The remuneration is deemed as paid on the day of debiting the account of TIER.
- To issue proper self-billing invoices showing the Local Operator's name, address and Company Identification/Registration (Tax) Number respectively VAT Identification/Registration Number (if applicable), together with all other required details to constitute a proper VAT invoice. The invoice will be assigned a number from TIER's internal system, which will be by the Parties considered as the variable symbol of the invoice.
- To send electronically to the Local Operator the invoice issued under the Agreement and this Appendix, without undue delay after its execution.
- To inform the Local Operator if the issuance of self-billing invoices will be outsourced to a third party.

The Local Operator agrees:

- To accept the self-billing invoices raised by TIER on behalf of the Local Operator in accordance with the Agreement and this Appendix until expiry or termination of the Agreement.
- Not to raise invoices for the Services covered by this Agreement.
- The Local Operator declares it is a registered active VAT payer in Slovakia, with Company Identification/Registration (Tax) Number 31609651 respectively VAT Identification/Registration Number (if applicable) SK2121503197, DIČ: 2020479714
- To notify TIER immediately, i.e. without any delay, if the Local Operator:
 - Changes its Company Identification/Registration (Tax) Number respectively VAT Identification/Registration Number (if applicable);
 - Changes its VAT status;

- Changes of any other invoicing relevant data, including name, address, bank details etc.;
- Sells its business or part of its business.

Mathieu Deloly

Mathieu Deloly (25 February, 2025 11:40:41 UTC)

Signed by:

Name: **Mathieu Deloly**

Position: Member of the Management Board

for and on behalf of **TIER Mobility Slovakia s.r.o.**
and

.....
Date: February 25, 2025

Igor Rozenberg

Igor Rozenberg (26 February, 2025 04:54:28 UTC)

Signed by

Name: **Igor Rozenberg**

Position: Managing Director

for and on behalf of **TECHNICKÉ SLUŽBY Žiar nad Hronom, spol. s r.o**

.....
Date: February 26, 2025

CONTRACT NAME	[TIER Slovakia][Bratistlava Cluster] - Amendment_LO_change from v5 to v6- Žiar nad Hronom
CONTRACT ID	da4b0c78-59e9-4a83-bc1c-3dc9691ba640
STATUS	Executed
DATE TIME FORMAT	DD MMMM, YYYY HH:mm:ss Timezone
TIMEZONE	UTC

CONTRACT HISTORY



SENT

Sent for Signature to **Mathieu Deloly** (mathieu.deloly@ridedott.com) , **Igor Rozenberg** (igor.rozenberg@tszh.eu) by **Lukáš Gallée** (lukas.gallee@ridedott.com).

25 February, 2025 09:20:17

UTC

IP: 81.92.255.212



SIGNED

Signed by **Mathieu Deloly** (mathieu.deloly@ridedott.com).

25 February, 2025 11:40:41

UTC

IP: 89.64.65.195

Location unavailable



SIGNED

Signed by **Igor Rozenberg** (igor.rozenberg@tszh.eu).

26 February, 2025 04:54:29

UTC

IP: 62.169.180.11

Žiar nad Hronom District,

Slovakia



EXECUTED

This document has been signed and executed by all parties.