

Amendment 1 to Local Operator Agreement

This Amendment to the Local Operator Agreement v5 ('**Amendment**') is entered into and made effective as of 14.08.2024 ('**Effective Date**') by and between:

TIER Mobility Slovakia s. r. o. with its registered seat at Landererova 12, 811 09 Bratislava, Company ID: 53 804 091, registered in the Commercial Register of the District Court Bratislava I, Section: Sro, File No.: 152919/B", represented by Mathieu Deloly, acting as Member of the Management Board ("**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, IČO: 31609651, IČ DPH: SK2020479714, represented by executive manager Mgr. Igor Rozenberg, PhD., MBA ("**Local Operator**").

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

Preamble:

- On 16 June 2023 the Parties signed a Local Operator Agreement (the 'Agreement') relating to the Territory of Žiar nad Hronom or its surroundings.
- TIER is replacing the software applications and platforms provided to the Local Operator for the performance of the Services, including but not limited to the Ranger App. Consequently, the Agreement must be amended to incorporate new specific terms and requirements applicable to the Services as a result of the new software applications and platforms.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and in the Agreement, **the Parties agree as follows:**

1. Amendments

1.1. Clause 1 of the Agreement is deleted in its entirety and replaced with the following clause:

"1. Subject of the Agreement

1.1. *TIER 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 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 ("**Relocate**");*
- (e) *assessing health/ maintenance status of the Scooters and lithium-ion batteries in accordance with clause 1.9 ("**Quality Control**");*
- (f) *return of Scooters needing repairs to TIER's warehouse at [address] on an agreed schedule between the Parties or as instructed by TIER, 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;
- (h) **Find Missing** to recover stolen or lost Scooters in accordance with clause 1.12.

1.2. In order to carry out the Services, the Local Operator will use the software applications and platforms made available by TIER to the Local Operator to (i) locate, track and manage the availability of the Scooter, (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 (“**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 all applicable laws:

1.4. The Local Operator is aware that the Services are to be carried out either during the day or at night, and the necessity of providing services at different times of day may fluctuate in accordance with business and/or at different periods of the year.

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 TIER in the App;
- (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”;
- (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 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. Local Operator must duly respect the capacity shown in App in regards to the parking locations for Scooters (“**Spot**”).

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

- (a) loading the Vehicles with a number of batteries specified by TIER 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 battery swap, 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 by the parties 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 Vehicle.*

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

- (a) *picking up Scooter from the Extended Service Area shown as needing 'Relocate' on the App to a different location within the Service Area;*
- (b) *carrying out an external visual inspection of the Scooters looking for obvious external defects;*
- (c) *proper loading in the Vehicles of the Scooters and lithium-ion batteries; and*
- (d) *deploy of the Scooters at locations defined by TIER within the Service Area. 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.*

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;*
- (b) *In the event that the Scooter fails the safety inspection, collecting the Scooter for a future Return to TIER'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 Vehicles;*
- (b) *unloading of damaged Scooters at TIER's warehouse;*
- (c) *proper loading of replacement Scooters made into the Vehicles;*
- (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 Scooter 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;*
 - *TIER 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 the 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 you have found the Scooter.*

1.13. *During the term of this Agreement, 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 TIER.*

1.14. *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.*

1.15. *The Local Operator shall at all times provide a sufficient number of qualified and trained personnel to perform the Services. The Local Operator shall take all the necessary measures to guarantee that personnel complies with all obligations and requirements provided under this Agreement in a competent and professional manner.*

The personnel of the Local Operator are bound by their individual employment agreements with the Local Operator, and possess no employment relationship with TIER or any other of its affiliates. The Local Operator declares expressly that all times during the contract, 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.

For said purpose, the scheduling tools Humanity and Portal ("the tools") will be used. TIER will make available user accounts for the 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 TER and the employees of the Local Operator. In those cases where, for reasons of efficiency or due to technological limitations, TIER schedules or supervises work, the 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 the Local Operator does not interfere or supervise, this will not be construed as an instance of direct oversight by TIER or its affiliated companies on the employees of the Local Operator, but

solely as an implicit agreement of the Local Operator that in said case its occasional supervision is warranted, while maintaining its power to adjust or change said schedules at will.

The Local Operator declares that it will ensure the utmost diligence in exercising its functions described in the paragraphs above, it will without delay notify TIER 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 TIER. 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.

Whereas the requirements and service levels laid down in this Agreement constitute 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.”

- 1.2. For avoidance of doubt, all references to defined terms in the original clause 1, identified by an initial capitalized letter and assigned a particular definition in the document, shall be replaced throughout the Agreement with the new defined terms used in the new redaction of clause 1 as per clause 1.1 above, including but not limited to the following:
 - All references to “Ranger App” or “TIER Operations App” in the Agreement are replaced with “App” or “Apps”.
 - All references to “Drop-off” are replaced with “Deploy”.
 - All references to “Swap” are replaced with “Swap battery”
 - All references to “Rebalancing” are replaced with “Recolate” and “Pick up & Deploy”
 - All references to “Check” are replaced with “Quality Control”
 - The term “Safety Check” in appendix 3 is replaced by “Quality Control”.
- 1.3. The Parties agree that Park services as described in clause 1.10 of the Agreement will now fall under the scope of ‘Relocate’ or ‘Pick up & Deploy task categories, consequently all references to Park(s) and/or Park services are removed from the Agreement.
- 1.4. Paragraphs (a) to (h) of clause 2.1 of the Agreement are modified as follows:

“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 Relocate 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”*
 - 1.5. Due to the addition of a new paragraph (h) in clause 2.1 of the Agreement “(h) execution of Find Missing in accordance with clause 1.12.”, the original paragraph (h) i.e “(h) first pick-up of the Scooters and charging infrastructure at TIER’s warehouse which will be

acted by a handing-over protocol signed by the Parties” is renumbered as paragraph (i) and all subsequent paragraphs in such clause 2.1 will be renumbered accordingly.


2. All other terms and conditions of the Agreement and description of contracted Services remain unchanged and in full force and effect.

For TIER

Name: Michal Cesnak

Title: proxyholder

Signature:


Signed by:

5663492859E846F...

Local Operator,

Name: Igor Rozenberg

Title: Executive Manager

Signature:

Signed by:

7428448413B24BD...