Blulinc.Charge

White-label MSP platform and charging cards for Lukoil Benelux fleet customers, connected to FLEETGATE.

CONTRACTING PARTY

BLULINC NV (ISSUER)	CUSTOMER
Blulinc NV Booiebos 8A, 9031 Drongen, Belgium VAT BE0775.669.111 Represented by Cihan Kranda cihan@blulinc.com | +32 497 480 894	**LUKOIL Belgium NV** Address: Medialaan 28 B/1, 1800 Vilvoorde, Belgium VAT: BE0400.700.961 Represented by

DOCUMENT DETAILS

Document reference	SA/260921-LUKOIL
Agreement effective date	24.10.2026
Initial term	12 months
Renewal term	Successive 12-month periods, automatically
Notice period	3 months before end of current contract term
Status	Draft for signature

This document comprises the Service Order Form, the Agreement, Annex A (Statement of Work), the General Terms and Conditions and Annex B (Service Level Agreement). All amounts exclude VAT.

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Service Order Form

CUSTOMER DETAILS

Legal name: LUKOIL Belgium NV
Enterprise number: BE0400.700.961
VAT number: BE0400.700.961
Address: Medialaan 28 B/1, 1800 Vilvoorde, Belgium

CONTACT DETAILS

Contact person:
Position:
Email:
Telephone:

SERVICE

Blulinc.Charge is a software service enabling Lukoil Benelux, as an eMSP, to issue and manage charging cards for its professional fleet customers. All charging sessions are transferred to FLEETGATE so that charging and refuelling appear on a single invoice. Blulinc acts as the operator behind the scenes. The service is supplied entirely under Lukoil branding.

SERVICE CAPACITY

- Unlimited registered end users and charging cards.
- Management environment for user management, card management and reporting.
- Configurable parameters per card or customer group: geographical area, budget cap, active or blocked.
- Roaming coverage throughout Europe, reaching over 900.000 public and semi-public charging points, through Gireve, Hubject and Enapi and direct connections with, among others, Fastned, Spirii and Plugsurfing. Blulinc enters into all roaming agreements itself.
- Full API access, including activation and management of charging cards and delivery of CDR data.
- Provision of API endpoints for FLEETGATE. FLEETGATE establishes the connection and determines the processing interval.
- Physical charging cards with RFID chips under Lukoil branding, ordered by Lukoil or supplied by Blulinc on request.
- Service level in accordance with Annex B.

SELECTED MODEL

☐**Lite Model**	☐**Full Model**
(tick upon signing)	

RATES BY COMPONENT

COMPONENT	LITE MODEL	FULL MODEL
1. Platform setup One-off, upon signing	**EUR 1.499,00**	**EUR 14.990,00**
2. Platform and management environment Maintenance, updates, server space and uptime. Under Full, also for the app.	**EUR 620,00 per month**	**EUR 950,00 / month** First 12 months, goodwill for Lukoil From month 13: EUR 1.250,00 / month
3. Other recurring costs	**None**	**None**
4. Cost per active charging card At least one session or charging attempt in that month. Separate from the purchase of the card.	**EUR 1,50 per month**	**EUR 1,25 per month**
5. Discount on charging prices Base: CPO cost + 10%, less a 5% discount. The Customer sets the selling price and keeps the full markup. A markup above 15% requires prior consultation.	**5% discount on all charging prices**	**5% discount on all charging prices**
6. White-label app iOS and Android	**Not included. May be activated later by upgrading to Full.**	**Included, entirely under Lukoil branding.**
7. Physical charging cards with RFID chips Optional. The Customer orders its own cards; on request Blulinc supplies them in batches of 500.	**On request:** **EUR 2,07 per card**	**On request:** **EUR 2,07 per card**
8. RFID chip registration and upload	**By the Customer via API or CSV import, at no extra cost.**	**By the Customer via API or CSV import, at no extra cost.**

PAYMENT TERMS

The setup fee shall be invoiced upon signing and covers the setup and implementation services in Annex A. Performance shall commence after payment of the setup fee. The fixed monthly fee shall be invoiced in advance. Active charging cards shall be invoiced in arrears based on actual use. Physical charging cards shall be invoiced upon ordering. Invoices are payable within 30 calendar days of the invoice date.

COMMENCEMENT OF THE SERVICE

The service is live once the management environment is accessible and the API endpoints for FLEETGATE are available. Under Full, the mobile applications must also have been submitted for publication to the App Store and Google Play. If delivery is delayed by more than 60 calendar days for reasons beyond Blulinc's control, Blulinc may treat the 60th day as the start date.

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Agreement

This agreement is entered into on 24.10.2026 between Blulinc NV, with its registered office at Booiebos 8A, 9031 Drongen, Belgium, registered under VAT number BE0775.669.111 (hereinafter “Blulinc”), and LUKOIL Belgium NV, as described in the Service Order Form (hereinafter “the Customer”), together the “Parties” and individually a “Party”.

This agreement includes and incorporates the Service Order Form, Annex A (Statement of Work), the General Terms and Conditions and Annex B (Service Level Agreement). In the event of a conflict, the following order of precedence shall apply: the Service Order Form, Annex A, the General Terms and Conditions and Annex B.

The Parties declare that they have read all parts of this agreement and accept them without reservation.

SIGNATURE

FOR BLULINC NV	FOR LUKOIL BELGIUM NV
Signature:	Signature:
Name: Cihan Kranda	Name:
Position: Managing Director	Position:
Date:	Date:

VALIDITY OF PROPOSAL

This proposal and the rates contained in it remain valid for 60 calendar days after the date of preparation.

ANNEX A

Statement of Work

A. SCOPE

- Technical setup and configuration of the Blulinc.Charge platform in a separate environment under the Customer's name and branding.
- Setup of card management: customer groups, tariff structures, geographical areas and budget caps.
- Delivery of API endpoints and technical documentation for FLEETGATE, including the CDR specification. The Customer or its technical partner establishes the connection and determines the processing interval.
- The Customer orders and registers the physical charging cards with RFID chips itself, supported by Blulinc through APIs and CSV import.
- Onboarding with training for the management environment and assistance with the initial configuration, limited to six remote sessions of three hours each.
- Full only: white-label mobile applications for iOS and Android, adapted to the Customer's corporate identity, with publication in the App Store and Google Play by Blulinc; the Customer is not required to provide a developer account, as this is included.

B. PHASES AND LEAD TIMES

PHASE	CONTENT	LEAD TIME
Phase 1 Go-live with Lite	Platform setup, import of the first card batch via API or CSV, API endpoints, training and go-live.	**4 to 6 weeks** Excluding delivery of the charging cards
Phase 2 Upgrade to Full	Development, delivery and publication of the iOS and Android app and setup of the separate back end. Upon transition, the Customer moves from the standard platform to its own white-label environment: the issued cards and the integration with the Customer's system are transferred, and Blulinc manages and supports that transition.	**12 to 15 weeks**

Lead times commence after signing and payment of the setup fee, provided that the Customer supplies corporate identity elements, approvals and technical contact persons on time.

C. RESPONSIBILITIES

- The Customer shall provide all necessary information, access rights, corporate identity materials and staff availability, and shall complete requested tasks on time.
- Blulinc shall perform the tasks to the extent permitted by the Customer's acts or omissions.
- The Customer shall make efforts to remove obstacles. If they persist, the affected tasks may fall outside the scope. Where causes are beyond the control of both Parties, they shall discuss the best possible solution.

D. MATTERS TO BE AGREED

ITEM	EXPLANATION
FLEETGATE integration	Blulinc supplies endpoints and documentation. FLEETGATE establishes the connection and determines the processing interval.
End user support	To be determined whether Blulinc or the Customer will provide first-line support to end customers.
Custom dashboard	The end customer logs in through the app. The scope, price and timing of an additional web portal shall be determined separately.
Start date	To be agreed upon signing.

E. TECHNICAL PREPARATION

- Before the API integrations, the Customer provides the commercial name, the portal URL and, where applicable, a neutral email domain.
- Until then, Blulinc can temporarily host the environment on lukoil.blulinc.com. The final domains are added before go-live.
- The back end can start before the app. The logo is only required for publication in the App Store and Google Play.

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General Terms and Conditions

1. DEFINITIONS

Service: the Blulinc.Charge platform and all related services set out in the Service Order Form.

Active charging card: a charging card with at least one charging session or charging attempt in a calendar month. Only active charging cards shall be charged for that month.

Monthly billing date: the day on which the service went live, and thereafter the same day of each subsequent calendar month.

CDR: Charge Detail Record, the data file for an individual charging session transmitted to FLEETGATE.

Roaming: charging at charging points on third-party networks through a roaming hub or direct connection.

2. FEES AND PAYMENT

2.1. The Customer shall pay the fees set out in the Service Order Form. Usage exceeding the Service Capacity shall be charged at the stated rates.

2.2. Blulinc may adjust the fixed fees at the end of the initial term or the current renewal term, only after consultation with the Customer or in line with an index agreed between the Parties. Blulinc shall confirm any adjustment in writing at least 45 calendar days in advance.

2.3. Any invoice dispute must be notified within 30 calendar days. After that period, the invoice shall be deemed accepted.

2.4. Invoices are payable within 30 calendar days of the invoice date.

2.5. In the event of late payment, default interest of 1% per month commenced shall be due automatically. Following formal notice by registered mail, Blulinc may suspend the Service after 14 calendar days until payment is made in full.

2.6. All fees exclude VAT and other levies.

3. DISCOUNT, CHARGING PRICES AND ROAMING

3.1. Blulinc's standard charging price is the charging point operator's cost (CPO cost) plus 10%. The Customer shall receive a 5% discount on all charging prices invoiced by Blulinc, including CPO costs and roaming costs. Blulinc enters into all roaming agreements and arranges all roaming connections itself. The Customer does not enter into roaming agreements itself and does not receive separate invoices from roaming hubs.

3.2. The charging price after discount constitutes the Customer's base price. The Customer determines the end customer price itself, per customer or environment, and retains the full markup above the base price. For a markup of more than 15% above the base price, the Parties shall consult in advance.

3.3. The discount shall be settled monthly through the invoicing of charging sessions.

3.4. Changes in the CPO costs of third-party networks shall be passed on using the same calculation. Blulinc shall notify structural changes as soon as they become known.

4. INVOICING PROCESS

4.1. Blulinc shall invoice the Customer for end customers' charging sessions and platform and card fees.

4.2. The Customer shall invoice its end customers through FLEETGATE, with charging and refuelling on a single invoice.

4.3. The Customer remains liable to Blulinc for payment of all charging sessions, regardless of payment by its end customers.

5. SOFTWARE AND RIGHT OF USE

5.1. The Customer shall not reverse engineer, decompile or replicate the software, create derivative works, make the Service available to anyone other than its own end customers, or remove proprietary notices.

5.2. Blulinc grants a non-exclusive, non-transferable right of use for the Customer's own service provision for the term of the agreement.

6. OBLIGATIONS OF THE PARTIES

6.1. Blulinc shall provide the Service with professional care and maintain its availability in accordance with Annex B.

6.2. Blulinc shall not be liable for failures involving third-party charging points, roaming partners, network connectivity or FLEETGATE.

6.3. The Customer shall use the Service solely for its intended purpose, provide accurate data and report misuse or loss of charging cards without delay.

6.4. The Customer is responsible for its obligations towards end customers, including the rates charged.

7. WARRANTIES

Except as expressly provided in this agreement and Annex B, the Service is provided as is. Blulinc gives no further warranty as to uninterrupted or error-free operation or suitability beyond the specified use.

8. LIABILITY

8.1. Neither Party shall be liable for indirect loss, consequential loss, loss of profit, loss of data or loss of revenue.

8.2. Blulinc's total aggregate liability shall be limited to the fees paid by the Customer in the six months preceding the event giving rise to the loss, excluding charging costs passed on to the Customer.

8.3. These limitations shall not apply in cases of wilful misconduct, fraud or gross negligence.

9. TERM, SUSPENSION AND TERMINATION

9.1. The initial term is 12 months, automatically renewable for successive 12-month periods.
Either Party may terminate with 3 months' written notice before the end of the current contract term.

9.2. Either Party may terminate if a breach remains unremedied following 30 calendar days' written formal notice, and without a notice period in the event of non-payment.

9.3. Upon termination, the Customer shall pay all fees up to the last day of service. In the event of early termination without fault on the part of Blulinc, fixed monthly fees for the remaining term shall remain payable.

9.4. Prepaid fees are non-refundable, except in the event of breach of contract or termination by Blulinc.

9.5. The Customer may export data up to the end date. Reasonable transfer assistance shall be charged at the applicable rates.

10. FORCE MAJEURE

Except in respect of payment obligations, delay shall not constitute a breach where it results from circumstances beyond reasonable control, including labour disputes, material shortages, fire, flooding, telecommunications failures or cloud provider outages.

11. INTELLECTUAL PROPERTY AND TRADEMARKS

11.1. The platform, software, documentation and copies shall remain the property of Blulinc and its suppliers.

11.2. The Customer's trade name, logo and corporate identity shall remain the Customer's property. The Customer grants a limited right of use to supply charging cards, the platform and, under Full, the apps bearing

its branding.

11.3. End customer and charging session data shall remain the Customer's property and shall be used solely to perform the agreement.

11.4. Neither Party shall use the other Party's trademarks or logo in commercial or public communications without written consent.

12. CONFIDENTIALITY

12.1. Each Party shall treat non-public information as confidential, use it solely to perform the agreement and not disclose it without written consent.

12.2. This obligation shall apply during the agreement and for five years thereafter.

13. PROCESSING OF PERSONAL DATA

13.1. Both Parties shall process personal data in accordance with the GDPR and Belgian privacy legislation.

13.2. The Customer is the controller and Blulinc is the processor for end user data. The Parties shall enter into a separate data processing agreement.

13.3. Data shall not be retained longer than necessary or required by law.

14. GENERAL PROVISIONS

14.1. No partnership. The Parties are independent contractors.

14.2. Assignment. Neither Party shall assign the agreement without prior consultation with the other Party. Each Party may assign the agreement to an affiliated company or in the event of an acquisition, subject to written notification and mutual consultation. Any assignment to a direct competitor of the other Party requires that Party's prior written consent.

14.3. Severability. The invalidity of any provision shall not affect the remaining provisions.

14.4. Notices. Notices shall be given in writing by email with acknowledgement of receipt or by registered mail to the stated addresses.

14.5. Entire agreement. This document supersedes all prior agreements on the same subject matter. Amendments require written confirmation by both Parties.

14.6. Governing law and jurisdiction. Belgian law shall apply. The courts of East Flanders, Ghent division, shall have exclusive jurisdiction.

14.7. Binding effect. These terms form an inseparable part of the Service Order Form and the annexes.

ANNEX B

Service Level Agreement

1. SUBJECT MATTER

This Service Level Agreement forms an integral part of the agreement and sets out the guaranteed level of availability and support for the Blulinc.Charge production environment.

2. AVAILABILITY

ELEMENT	STANDARD
Platform and API	99,5% per calendar month, excluding scheduled maintenance
Measurement period	Calendar month, 24 hours per day, 7 days per week
Exclusions	Scheduled maintenance, force majeure, failures involving charging point operators, roaming partners, FLEETGATE or charging station network connections

3. INCIDENT REPORTING AND RESPONSE TIMES

PRIORITY	DESCRIPTION	RESPONSE	TARGET RESOLUTION
P1 | Critical	Platform or API completely unavailable, no charging sessions possible on the own network, or an abnormally high error rate in charging sessions.	1 business hour	4 business hours
P2 | High	Core function not working, with no viable workaround.	4 business hours	1 business day
P3 | Normal	Limited disruption or a viable workaround.	1 business day	5 business days
P4 | Low	Information request, change request or cosmetic defect.	2 business days	As agreed

Business hours are Monday to Friday, 9.00 to 17.30, excluding Belgian public holidays. Reports shall be submitted by email to the designated support address. A telephone number is also available for P1.

4. SCHEDULED MAINTENANCE

TYPE	WINDOW
Standard maintenance	Tuesday and Thursday, 22.00 to 02.00
Extended maintenance	Saturday or Sunday, 00.00 to 06.00, no more than once per quarter
Emergency maintenance	At any time, with notification as soon as reasonably possible

5. AVAILABILITY CALCULATION

Availability is the number of available hours in the calendar month divided by all hours less scheduled maintenance and excluded causes. Below 99,5%, Blulinc shall, upon request, issue a credit note for 5% of the fixed monthly fee for each full percentage point below the standard, up to a maximum of 25%. The credit note is without prejudice to the Customer's other rights. If availability falls below 95% for three consecutive calendar months, the Customer may terminate the agreement without costs.

6. SUPPORT AND ESCALATION

Blulinc shall provide second- and third-line support for the platform, API integration and card issuance. The allocation of first-line support shall be set out in Annex A. A P1 incident that remains unresolved after 4 business hours shall be escalated to Blulinc's management.

End of document | Blulinc.Charge Service Agreement | SA/260921-LUKOIL