

Intercharge CPO User Agreement

This Agreement is made and entered into by and between

Hubject GmbH, EUREF-Campus 22, 10829 Berlin,

– hereinafter referred to as “**Hubject**” –

and

[Insert full name (including an indication of legal form) and address of the CPO]

– hereinafter referred to as the “**Partner**” –

– Hubject and the Partner hereinafter also referred to individually as a “**Party**” or collectively as the “**Parties**” –

WHEREAS

Hubject operates a software-based B2B emobility service platform (“**Platform**”) through which it connects operators of electric vehicle charging stations (Charge Point Operator, “**CPO**”) and providers of emobility services (Emobility Provider, “**EMP**”). The Platform allows CPOs to make the charging stations they operate available to EMP customers who use electric vehicles (“**EM Users**”) and/or to certain other users of electric vehicles who charge their vehicles on an ad-hoc basis without having any contractual relationship with any EMP (“**Ad-Hoc Users**”). For this purpose all CPOs using the Platform cooperate with all EMPs who have entered into an EMP User Agreement with Hubject under a multi-party contract (“**eRoaming Agreement**”) as well as under bilateral supplementary agreements (“**Supplementary Agreement**”).

The Partner is a CPO and wishes to register its charging stations on the Platform.

NOW, THEREFORE, the Parties have agreed as follows:

I. Object of the Agreement

- I.1 Hubject shall make the Platform available to the Partner so as to allow the Partner to use the Platform and shall provide maintenance and setup services. The Partner shall have the right to use the Platform and to register its charging stations on the Platform and in doing so allow EM Users and Ad-Hoc Users to use the Partner's charging stations.

- I.2 The Partner shall have no obligation to register any or all of its charging stations on the Platform.
- I.3 Hubject may provide additional services to the Partner as part of individual add-on modules comprising such additional services by offering use of any such add-on module to the Partner in writing. Where Hubject submits such a written offer for use of any such add-on module to the Partner it shall enclose an Appendix which sets out the terms and conditions governing participation in the relevant add-on module and the contractual obligations of the Parties arising in connection therewith. If the Partner wishes to accept any such offer it may do so by submitting a notice of acceptance to Hubject which must be made in writing and signed by the Partner.
- I.4 Upon the Partner's acceptance of any such offer in accordance with the terms set out in that offer the Appendix governing the relevant add-on module will become an integral part of this Agreement and the provisions of that Appendix will supplement the provisions set out herein without either Party having to make and/or submit any further declarations to this effect. The Partner may terminate any add-on module it has previously selected with effect at the end of any given calendar year by giving at least three months' notice.
- I.5 The Partner accepts the Contract Terms for CPO User Agreements including Appendices that in their respective current version form an integral part of the Agreement and can be downloaded under <http://www.hubject.com/en/terms-and-conditions/>. However, the provisions of the Agreement set out in this contract document shall always prevail in case the Contract Terms for CPO User Agreements including the Appendices may contain inconsistent or contradictory provisions.

II. No Termination of the Agreement before 31 December 2021

This Agreement may not be terminated by either Party before 31 December 2021.

III. Authorized person for data protection matters/billing address of the Partner

- III.1 If Hubject processes sensitive data on behalf of the Partner the Partner appoints the

following persons who are authorized to issue instructions to Hubject:

_____.

(Surname, name, telephone)

III.2 Invoices shall be sent to the following billing address (incl. name of the relevant contact person) of the Partner: _____. The VAT of the Partner is: _____.

IV. Choice of law, Place of Jurisdiction

This Agreement shall be governed by, and construed in accordance with, German law. The Parties hereby agree that the Berlin Regional Court (*Landgericht Berlin*) shall have exclusive jurisdiction to settle any disputes arising under or in connection with this Agreement.

Hubject GmbH	[PARTNER's company name]
Place, date _____	Place, date _____
Name in block letters _____	Name in block letters _____
Function _____	Function _____
Signature _____	Signature _____