

## Appendix [EMP Fees and Payment]

### A. Setup fee

In consideration for the creation of a user account for the Partner on the Platform, the provision of access to the Hubject test system and IT implementation of the connection established by the Partner (collectively referred to as “**Setup Services**”) Hubject will charge the Partner a one-off fee in the amount of €5,000.00 plus VAT (where and as applicable) per user account.

Payment of the fee must be made within 14 calendar days following execution of the Agreement; Hubject will provide the Setup Services within three months after payment has been received, provided the Partner, on its part, enables Hubject to do so as required in accordance with the documentation provided to the Partner on execution of the Agreement. If Hubject cannot fully carry out the Setup Services within six months following execution of the Agreement due to a failure on the part of the Partner to enable it to do so and the Setup Services are therefore carried out at a later point, the setup fee will be charged again. The fee payable pursuant to sentence 1 above includes implementation support by Hubject for subsequent OICP releases. If the Partner’s connection to the Platform needs to be re-established or an additional connection is to be established, the Partner shall pay a fee of €3,500.00 plus VAT (where and as applicable) for IT implementation of such connection.

### B. Monthly fee

In consideration for its use of the Platform and the Platform services the Partner shall pay to Hubject a monthly fee which varies according to the number of EVCO IDs the Partner has registered on the Platform. Payment of the monthly fee shall be made by the 15<sup>th</sup> day of each calendar month.

#### B.1 Fee plans

The following fee plans are available:

- I. For a maximum of 25 registered EVCO IDs the Partner shall not be required to pay a monthly fee.
- II. For a minimum of 26 and a maximum of 75 registered EVCO IDs the Partner shall pay a monthly fee of €199.00 plus VAT (where and as applicable).
- III. For a maximum of 250 registered EVCO IDs the Partner shall pay a monthly fee of €549.00 plus VAT (where and as applicable).
- IV. For a maximum of 500 registered EVCO IDs the Partner shall pay a monthly fee of €829.00 plus VAT (where and as applicable).
- V. For a maximum of 1,000 registered EVCO IDs the Partner shall pay a monthly fee of €1,658.33 plus VAT (where and as applicable).
- VI. For a maximum of 1,500 registered EVCO IDs the Partner shall pay a monthly fee of €2,487.50 plus VAT (where and as applicable).
- VII. For a maximum of 2,000 registered EVCO IDs the Partner shall pay a monthly fee of €3,316.67 plus VAT (where and as applicable).
- VIII. For a maximum of 2,500 registered EVCO IDs the Partner shall pay a monthly fee of €4,145.83 plus VAT (where and as applicable).
- IX. For a maximum of 3,000 registered EVCO IDs the Partner shall pay a monthly fee of €4,975.00 plus VAT (where and as applicable).
- X. For a maximum of 4,000 registered EVCO IDs the Partner shall pay a monthly fee of €6,633.33 plus VAT (where and as applicable).
- XI. For a maximum of 5,000 registered EVCO IDs the Partner shall pay a monthly fee of €8,291.67 plus VAT (where and as applicable).

#### B.2 Selection of fee plan

The Partner shall notify Hubject on execution of the Agreement of the relevant number of registered EVCO IDs and the fee plan it wishes to select. The Partner shall further give notice in writing to Hubject without undue delay if the number of its registered EVCO IDs exceeds the number covered by the fee plan previously selected (“**Notice**”). In its Notice the Partner shall indicate whether it wishes to switch to the next higher fee plan as defined above that would cover a higher number of registered EVCO IDs. If so the Partner shall pay the applicable fee starting from the next calendar month following the date on which the Notice was received.

If the Partner does not wish to switch to another fee plan, or where it has failed to indicate in its Notice whether or not it wishes to do so, the Partner shall pay a monthly fee in the amount of €2.90 plus VAT (where and as applicable) for each EVCO ID registered in excess of the number covered by the applicable fee plan as defined above (each such EVCO ID an “**Additional User**”). Payment of any fees payable in respect of Additional Users must be made by the end of the relevant calendar year following receipt of a valid invoice from Hubject.

#### B.3 Switching to new fee plan

During the first six calendar months following execution of the Agreement the Partner shall have the one-time right to switch to a fee plan comprising a lower number of registered EVCO IDs than initially selected by the Partner on execution of the Agreement by giving at least one month’s prior notice in writing ahead of the end of the sixth calendar month following execution of the Agreement, provided the new fee plan selected by the Partner covers the number of currently registered EVCO IDs of the Partner.

In each calendar year the Partner shall further have the right to switch to a different fee plan effective from the start of the following calendar year or, if the Partner’s selected fee plan comprises a number of registered EVCO IDs greater than 1,000 (fee plan VI. as defined in section B.1 above or higher), also effective from 1 July in the current calendar year, by giving at least three months’ notice in writing to Hubject ahead of the end of the current calendar year or ahead of 30 June in the current calendar year, respectively, with each such notice to specify the relevant number of registered EVCO IDs and the new fee plan selected by the Partner. The Partner shall notify Hubject of all EVCO IDs that will no longer be registered in the following calendar year (if any).

B.4 Storing of EVCO IDs and UIDs

For billing purposes the Partner shall provide to Hubject the EVCO IDs and (where applicable) corresponding UIDs of its EM Users, with the IDs for the first calendar month following execution of the Agreement to be provided on execution thereof and the additional IDs registered in each subsequent calendar month to be provided by the end of that month. Hubject shall have the right to use and store these EVCO IDs and (where applicable) corresponding UIDs for the purpose of implementing its pricing system.

**C. "Prepaid" option**

Other than provided for in section B above the Partner may also pay its fees in advance for a period of one year.

If the Partner decides to make a one-year advance payment, the fee payable will reduce by 3% of the total invoice amount. Any such one-year advance payment becomes due and payable at the start of each billing period.

If during the course of any period in respect of which the Partner has made advance payment the Partner switches to a higher fee plan as defined in section B above, the Partner shall for each calendar month in respect of which the Partner owes a higher amount pay the difference between the monthly fee paid in advance and the monthly fee owed, with payment to be made by the end of the relevant calendar year. Payment of this fee must be made within 14 calendar days following receipt of an invoice from Hubject.