

**Contract Terms for EMP User Agreements**

- 1 Scope of application**  
The provisions set out below shall apply to all EMP User Agreements made between Hubject and its EMP Partners (with each such EMP User Agreement below being referred to as “**Agreement**”).
- 2 Bundling**  
2.1 The Partner shall not only have the right to register any of its own EM Users in accordance with the provisions of this Agreement but also any EM User who is a customer of any other provider of mobility services which has authorised the Partner to do so (“**Bundled Provider**”). The same shall apply with respect to any EM User who is a customer of any entity affiliated with the Partner as defined by sections 15 et seq. of the German Stock Corporation Act (*AktG*), where and to the extent that the Partner has designated such entity to Hubject in writing as being entitled under this Agreement (“**Affiliate**”).
- 2.2 For the purposes of this Agreement any EM User who is a customer of an Affiliate or Bundled Provider shall be deemed to be an EM User of the Partner. Accordingly, each Bundled Provider or Affiliate shall be deemed to be acting as a vicarious agent (*Erfüllungsgehilfe*) of the Partner, with the Partner being fully liable for any and all breaches of any obligation caused by that Bundled Provider or Affiliate during or in connection with the performance of this Agreement.
- 2.3 No Bundled Provider or Affiliate will become a party to this Agreement.
- 3 Use of Platform by third parties not permitted**  
The Partner shall not have the right to grant access to the Platform to any third party, including any Bundled Provider, or to otherwise allow any third party to use the Platform in any other way. The Partner shall have the right to grant access to the Platform to any of its Affiliates.
- 4 Platform setup, maintenance, updates and administration; troubleshooting**  
Hubject shall create one or several user accounts for the Partner on the Platform, provide access to the Hubject test system to the Partner for each such user account and test the connection(s) established by the Partner (collectively the “**Setup Services**”). Hubject will carry out the Setup Services within three months after payment of the corresponding fee has been received, provided and to the extent that the Partner, on its part, complies with its obligations to enable Hubject to do so as required in accordance with the documentation provided to the Partner on execution of this Agreement. Hubject shall have the right to maintain, update and administer the Platform in accordance with the provisions set forth in the **Appendix [Service Level]**. Any faults or failures to be rectified by Hubject shall be rectified in accordance with the provisions set forth in the **Appendix [Service Level]**.
- 5 Procedure for making charging points operated by CPOs available to users**  
5.1 The following procedure must be followed to enable EM Users to use any charging point on any Platform-registered charging station:
- In a first step, the EM User must prove its identity (“**Authentication Request**”).
  - In a second step, the Partner must confirm the identity of the EM User (“**Authentication Confirmation**”).
  - In a third step, the Partner must confirm the EM User’s right to charge (“**Authorization**”).
  - In a fourth step, the relevant CPO activates the relevant charging station (“**Activation**”).
- 5.2 Once the activation process has been successfully completed, the relevant EM User may use the relevant charging point.
- 5.3 The details of the individual steps required to make charging points operated by CPOs available to users as described above are governed by the **Appendix [OICP]**, which sets out additional binding provisions in relation thereto. Hubject and the Partner shall each perform such measures as are assigned to each Party in said Appendix. The Partner shall maintain and hold available a corresponding back-end system.
- 5.4 All CPOs have corresponding responsibilities and obligations under their CPO User Agreements. Under the eRoaming Agreement some of those responsibilities and obligations may also apply directly between the Partner and CPOs.
- 5.5 The Partner and Hubject are each responsible for complying with their own responsibilities and obligations arising under the relevant contracts. In particular, without limitation, no CPO shall be deemed to be acting as a vicarious agent of Hubject in any dealings with the Partner. Accordingly and in particular, without limitation, Hubject shall have no liability to the Partner for any breach of any responsibility or obligation to be performed by any CPO.
- 6 Authentication options**  
6.1 Compulsory: remote authentication  
6.1.1 As a minimum, in order to allow its EM Users to authenticate remotely (by means of a QR code, by entering an EVSE ID or authentication via location based services) the Partner shall assign to each EM User a unique Electric Vehicle Contract ID (“**EVCO ID**”) pursuant to ISO 15118-2, Annex H.1 and provide each EM User with an app that enables the EM User to authenticate by means of the QR code which is displayed on each charging station.
- 6.1.2 For this purpose the Partner may either obtain an app from Hubject which is made available by Hubject subject to the terms and conditions provided on the Platform or develop such an app based on the relevant software provided by Hubject on the Platform.
- 6.1.3 The Partner shall use the interchange compatibility logo in any such app.
- 6.1.4 In order to enable its EM Users to use the app the Partner shall assign to each EM User a password which will allow the EM User to authenticate via app and QR code.
- 6.2 Compulsory: RFID card and/or Plug&Charge plug or other medium  
6.2.1 The Partner shall further enable EM Users to authenticate by means of an RFID card and/or a Plug&Charge plug or any other authentication option approved by Hubject pursuant to the **Appendix [Technical Specifications and IT Security]**. Whether EM Users will be able to use either of these authentication options depends on whether the charging station visited by the EM User has been equipped accordingly. If the Partner offers one or more of these additional authentication options this shall not

affect its obligation to enable its EM Users to authenticate remotely.

6.2.2 Where the Partner offers its EM Users the option to authenticate by means of an RFID card, the RFID card they use must be either of the type MIFARE "RFID classic" or MIFARE "RFID DESfire EV1", with the identification procedure to be based on UIDs (Unique Identifier). The Partner shall affix the interchange compatibility logo to all RFID cards the Partner provides to its EM Users.

6.2.3 Where a CPO offers EM Users the option to authenticate by means of Plug&Charge plugs, the EM User must use a certificate-based Plug&Charge plug pursuant to ISO 15118.

6.3 Additional application of OICP  
In addition to the provisions set forth in this section 6 the provisions set out in the **Appendix [OICP]** shall apply.

**7 Charge Detail Records; location details**

7.1 Once an authorized charging session (section 5.2) has ended the relevant CPO will deactivate the relevant charging station and provide to the Partner all relevant data relating to the use of the relevant charging point by the relevant EM User ("**Charge Detail Records**"), which include the start and end time of the relevant charging session and the meter readings before and after charging, among other data. In this process the CPO will not supply any data that might enable Hubject to identify any EM User.

7.2 The Partner will further receive the static and dynamic location details relating to each charging station.

7.3 Additional details relating to Charge Detail Records and location details are set out in the **Appendix [OICP]**.

7.4 The Partner shall not use either Charge Detail Records or location details outside of its business relationships with its EM Users; furthermore, the Partner may use Charge Detail Records in relation to the affected EM User only. The Partner shall not commercially exploit this data in any other way, in particular, without limitation, the Partner shall not provide it to any third party for commercial exploitation by that third party. Hubject shall have the right to use the Charge Detail Records for research purposes, provided it does so in anonymized form.

7.5 The Partner shall ensure that all static and dynamic location details are displayed for each Platform-registered charging station if and when any of its EM Users submits a corresponding search request. The Partner may decide at its discretion in what way and form to display this data; providing a link which leads to a website intended for its EM Users that shows the aforementioned charging stations along with the aforementioned details is sufficient for this purpose.

**8 Communication**

8.1 Any and all communication taking place between Hubject, the Partner and any CPO under or for the purposes of sections 5 to 8 shall be effected in the form of web-based communication in accordance with the provisions set forth in the **Appendix [OICP]**. All such communication must be capable of being performed in real time as defined in greater detail in that Appendix.

8.2 Any and all other communication taking place between

the Parties shall be effected via an individual account created on the Platform for the Partner by Hubject. Except as otherwise provided in this Agreement or the Appendices hereto, that account may also be used to submit any legally binding declarations in relation to this Agreement (e.g. termination notices). In no event, however, shall the account be used to submit any legally binding declarations of either or both Parties which relate to the processing of personal data by Hubject on behalf of the Partner, which must be made in writing and signed by the Parties in accordance with section 126 of the German Civil Code (*BGB*).

**9 Fees and terms of payment**

In consideration for the services provided under this Agreement the Partner shall pay such remuneration as is set forth in the **Appendix [EMP Fees and Payment]**. For the purpose of enabling Hubject to implement its pricing system the Partner shall provide to Hubject the EVCO IDs and (where applicable) UIDs assigned to each EM User. If the Partner fails to provide this information or does not do so in due time before the end of the relevant billing period, Hubject shall be entitled to charge the Partner based on such number of EVCO IDs and UIDs as can be determined from the relevant Charge Detail Records or from the information uploaded to the Platform.

**10 Amendment of Agreement; requirements as to form**

10.1 Hubject shall have the right to change the fees set forth in the **Appendix [EMP Fees and Payment]** and to amend the procedure described in the **Appendix [OICP]** subject to the conditions set out below.

10.2 Any changes or amendments Hubject intends to make shall be announced on the Platform, with planned amendments to the **Appendix [OICP]** to be published no later than three months before the end of the relevant quarter and planned changes to the **Appendix [EMP Fees and Payment]** to be published no later than two months before the end of the relevant quarter; in addition, Hubject shall notify the Partner via the Partner's account of the intended change or amendment. Any changes or amendments announced accordingly on the Platform will be made with effect for the future and will take effect at the start of the quarter following their publication. The documents containing the relevant changes or amendments will be made available on the Platform for download by the Partner. The current version of the OICP protocol shall be indicated by Hubject on its website. Further information about the applicability and validity of each OICP version is provided in the **Appendix [OICP]**.

10.3 Where Hubject intends to make any changes or amendments pursuant to section 10.1 above, the Partner shall have the right to terminate this Agreement on grounds of exceptional circumstances. If the Partner wishes to exercise this right to termination it shall do so within one month after it receives the relevant information via its account. This Agreement will then be terminated with effect at the date at which the changes or amendments take effect pursuant to the provisions set out herein.

10.4 The Partner's right to terminate this Agreement on grounds of exceptional circumstances does not apply to any technical changes to interfaces made by Hubject and any amendments made to the Appendices hereto in connection therewith if and where such changes or amendments are merely aimed at resolving minor technical issues and do not require any changes to the underlying data model or data processing procedures. However, Hubject shall in

- any event notify the Partner of any such changes or amendments in a timely manner.
- 10.5 No change or amendment may have a retrospective effect.
- 11 Liability**
- 11.1 Hubject shall not be liable for any loss or damage or any expenses suffered or incurred by the other Party, irrespective of the legal grounds on which any such claim may be based (breach of pre-contractual obligation, contract, tort etc.).
- 11.2 Notwithstanding the foregoing, Hubject shall be liable for any expense, loss or damage caused by wilful act or gross negligence; for any death, personal injury or damage to health for which Hubject is held responsible; where its liability arises under the German Product Liability Act (*Produkthaftungsgesetz*); and for any expense, loss or damage caused by any breach of any material obligation under this Agreement (*wesentliche Vertragspflicht*), i.e. any such obligation the performance of which is essential to the proper implementation of this Agreement and compliance with which the Partner may rely on, where and to the extent that Hubject is held responsible for such expense, loss or damage. Hubject's liability in the event of any breach of any material obligation under this Agreement shall be limited to such typical loss or damage as could reasonably have been foreseen, unless Hubject's liability is due to wilful acts or gross negligence, death, personal injury or damage to health, or where it arises under the German Product Liability Act.
- 11.3 Where and to the extent that Hubject's liability is excluded or limited pursuant to the provisions set out above this shall also apply with respect to any statutory or vicarious agents or employees acting on behalf of Hubject.
- 11.4 Nothing in this section 11 shall be construed so as to affect the Partner's burden of proof to the detriment of the Partner.
- 12 Confidentiality**
- 12.1 In relation to any trade secrets and/or other information of the other Party obtained in connection with this Agreement (hereinafter referred to as "**Information**") either Party shall (i) use any such Information only to the extent necessary for the performance of this Agreement or of the eRoaming Agreement, and otherwise keep such Information confidential and not make such Information accessible to any third party without the prior consent of the Party affected; (ii) convey any such Information only to such of its employees as require such Information for the purposes of this Agreement; and (iii) apply in the handling of any such Information the same standard of care that the receiving Party uses in respect of its own Information; in no event, however, shall either Party apply less than a reasonable standard of care (*angemessene Sorgfalt*).
- 12.2 The restrictions set forth hereinabove do not apply to any such Information (i) which at the time of receipt by the receiving Party is already in the public domain or later becomes publicly available other than through any act or omission by the receiving Party in violation of any obligation to maintain the confidentiality of such Information; (ii) which is already known by the receiving Party prior to receiving such Information from the disclosing Party and which is not subject to any confidentiality requirement or which is developed by the receiving Party itself; (iii) which the receiving Party legitimately receives from any third party who is not subject to a confidentiality requirement in respect of such Information; (iv) the disclosure of which is authorised in writing by the affected Party; or (v) which is disclosed by a Party pursuant to a court or administrative order following the exhaustion of any and all legal defences at the disposal of that Party; however, in any such case the disclosing Party shall notify the affected Party in a timely manner of any such court decision.
- 12.3 The receiving Party's duty to hold in confidence any Information that is disclosed under this Agreement will continue in effect beyond the end of this Agreement.
- 13 eRoaming Agreement**
- 13.1 By entering into this Agreement with Hubject the Partner agrees and accepts to automatically become a party ("**eRoaming Participant**") to the eRoaming Agreement, the provisions of which are set out in the **Appendix [eRoaming Agreement]**.
- 13.2 The Partner hereby agrees and accepts that any other entity may become an eRoaming Participant under the eRoaming Agreement upon their entering into a relevant User Agreement with Hubject. The Partner hereby irrevocably authorises Hubject for the term of this Agreement, and for this purpose releases Hubject from the self-contracting restrictions set forth in section 181 of the German Civil Code, to accept on behalf of the Partner any new party to the eRoaming Agreement subject to the provisions of the eRoaming Agreement, and to submit and receive any declarations of will required for such acceptance, by entering into the relevant user agreements with such parties. The authority granted hereinabove shall expire upon the termination of this Agreement.
- 13.3 An overview listing all current eRoaming Participants shall be made available on the Platform and updated on a daily basis.
- 13.4 The Partner's duty to comply with its obligations under the eRoaming Agreement shall also apply between the Partner and Hubject.
- 13.5 Hubject shall have no obligation or liability in relation to any service to be performed under the eRoaming Agreement.
- 13.6 The Partner hereby irrevocably authorises Hubject for the term of this Agreement to act on its behalf to ensure that any eRoaming Participant who is in breach of the eRoaming Agreement rectifies such breach, and to issue to such eRoaming Participant on behalf of the Partner any warning notice or to set any time limit required to such effect.
- 13.7 Hubject shall not accept as an eRoaming Participant any entity acceptance of which would require any data that might allow the identification of the affected person (e.g. contract IDs of current eRoaming Participants) to be transferred to any country outside the European Economic Area (EEA), unless Hubject has entered into a written agreement with all eRoaming Participants being a party to the eRoaming Agreement at such point in time which authorises such data transfer and governs the required data protection framework prior to Hubject's acceptance of any such entity.
- 13.8 Any reference to the Appendix [Connect] and/or the Appendix [Base Module] made in the eRoaming Agreement shall be read as referring to the Agreement

set out herein so as to reflect the fact that in this version of the Agreement the provisions of these appendices have been incorporated into the main part of the contract.

#### 14 Term, termination

14.1 This Agreement is entered into for an indefinite period of time. Either Party may terminate this Agreement for convenience (*ordentliche Kündigung*) by giving at least three months' prior notice to the other Party, with such termination taking effect at the end of the calendar year.

14.2 Notwithstanding the foregoing, either Party may terminate this Agreement with immediate effect for cause (*außerordentliche Kündigung aus wichtigem Grund*). Without limitation, Hubject shall be deemed to have such cause entitling it to terminate this Agreement with immediate effect where

- a) at any time after the date this Agreement was entered into it becomes apparent that any claim Hubject may have under this Agreement might become unenforceable due to a significant deterioration of the Partner's solvency or creditworthiness, including without limitation where the Partner suspends its payments or an application is made for the initiation of insolvency proceedings against the Partner's assets;
- b) the Partner is more than two months late on any payment due under this Agreement, without this precluding Hubject from asserting any other rights arising in relation thereto;
- c) the Partner continues to be in breach of a material obligation under the eRoaming Agreement upon expiry of a time limit granted to the Partner for rectifying such breach or despite having been issued with a warning notice relating to such breach; no such warning notice or setting of a time limit shall be required in cases falling within the scope of section 314(2) of the German Civil Code.

14.3 Any termination notice must be submitted by letter, by fax or via the Partner's account.

#### 15 Data protection

In connection with the activation of charging stations and the related communication between the Parties required for this purpose Hubject may become aware of or handle the personal data of EM Users, if only indirectly. The Parties hereby agree that Hubject is commissioned to collect, process and use any such data on behalf of the Partner and that any such collection, processing and use of such data must be carried out in accordance with the provisions and data processing procedures described in more detail in the **Appendix [Data Processing Procedures]** attached hereto. Hubject shall further have the right to store for billing purposes the EVCO IDs and (where applicable) UIDs assigned to each EM User as provided by the Partner and to count and store the EVCO IDs and/or UIDs contained in the Charge Detail Records or uploaded to the Platform for the purpose of implementing its pricing system.

#### 16 Final provisions

16.1 Neither Party may set off any claim hereunder against any other claim it may have against the other Party, or exercise any right of retention in respect of any such claim, unless the relevant claim is undisputed or an enforceable judgment has been rendered in respect of that claim.

16.2 The Partner hereby gives its consent for Hubject to use the Partner's company logo on Hubject's websites as a reference to indicate the partners cooperating with Hubject.

16.3 Any standard terms of business or other such contractual terms put forward by the Partner shall not become a part of this Agreement, neither at the time this Agreement is executed nor at any other time, even if they are introduced into this business relationship in whatsoever form after execution hereof.

16.4 If any provision set out in this Agreement is held to be invalid or ineffective in its entirety or a part thereof, it shall not serve to invalidate the remaining provisions set out in this Agreement, which shall remain in full force and effect as if such provision had not originally been contained in this Agreement.

#### Appendices

**Appendix [Service Level]**

**Appendix [OICP]**

**Appendix [Technical Specifications and IT Security]**

**Appendix [EMP Fees and Payment]**

**Appendix [eRoaming Agreement]**

**Appendix [Data Processing Procedures]**