Agreement for the Certification of Charging Systems "intercharge CHECK Hardware"

(hereinafter referred to as "Agreement")

This Agreement is made and entered into by and between

Hubject GmbH, EUREF-Campus 22, 10829 Berlin (Germany),

- hereinafter referred to as "Hubject" -

and

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

- hereinafter referred to as "Partner" -

1

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

WHEREAS

Hubject operates a software-based emobility roaming (eRoaming) platform (the "Platform") through which it connects different market participants in the field of emobility. In particular, Hubject's Platform provides a link between providers of emobility services and operators of charging stations for electric vehicles. In order to connect to the Platform via the dedicated interfaces and to ensure the compatibility between the charging station and the Platform's interfaces required for this purpose, the charging stations are subject to certain physical and software-related requirements inter alia.

With a view to enabling manufacturers of charging systems to appropriately advertise the physical compatibility of their charging systems with the Platform, against payment of a one-time user licence fee Hubject offers them the right to use the seal "Hubject eRoaming Technology" in accordance with the provisions set out hereinbelow, without this constituting a certification by Hubject of the system's compatibility.

The Partner manufactures charging systems and wishes to obtain the seal "Hubject Certified eRoaming Technology".

Current as at: 01 January 2019

NOW THEREFORE, the Parties agree as follows:

I. **Object of the Agreement**

- 1.1 Hubject provides the information outlined in detail in the Contract Terms intercharge CHECK Hardware including Appendices to be downloaded under http://www.hubject.com/en/terms-and-conditions/ to the Partner and grants the Partner in case the conditions defined in the Contract Terms intercharge CHECK Hardware are met the right to use the Seal "Hubject Certified eRoaming Technology".
- 1.2 The Partner accepts the Contract Terms intercharge CHECK Hardware 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-<u>conditions/</u>. However, the provisions of the Agreement set out in this contract document shall always prevail in case the Contract Terms intercharge CHECK Hardware including the Appendices may contain inconsistent or contradictory provisions.

II. 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.

I

III.	Billing address of the Partner		
	Invoices shall be sent to the following billing address (incl. name of the relevant contact person) of the Partner:		
Place,	date	Place, date	
	. <u></u> _		
		·	
Hubje	ct	Partner	