

## EMP 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

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(Insert full name (including an indication of legal form) and address of the EMP)

– 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**”). This allows EMPs to offer those of their customers who use electric vehicles (“**EM Users**”) the option to use the charging points provided by the charging stations CPOs have registered on the Platform. 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 an EMP and wishes to register its EM Users 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 setup and maintenance services. The Partner shall have the right to use the Platform and to register its EM Users on the Platform and in doing so allow its EM Users to use the charging points provided by the charging stations that have been registered on the Platform by CPOs.

- I.2 The Partner shall have no obligation to register its EM Users on the Platform. The Partner hereby acknowledges that it is aware of the fact that the CPOs have no obligation to register their 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 Contractual Terms User Agreement EMP 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 Contractual Terms User Agreement EMP including the Appendices may contain inconsistent or contradictory provisions.
- I.6 The Parties agree to communicate the partnership of this user agreement in a joint press release with the respective company logo within three months of both parties signed the agreement.

## **II. Minimum Term**

This Agreement may be terminated by either party for the first time one year after the contract has been signed by both parties.

**III. Fee Plan**

The Partner registers \_\_\_ EM Users and opts for fee plan \_\_\_\_\_.

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

IV.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)

IV.2 Invoices will be sent to the following billing address (incl. name of the relevant contact person) of the Partner: \_\_\_\_\_. The VAT of the Partner is: \_\_\_\_\_.

**V. 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 _____