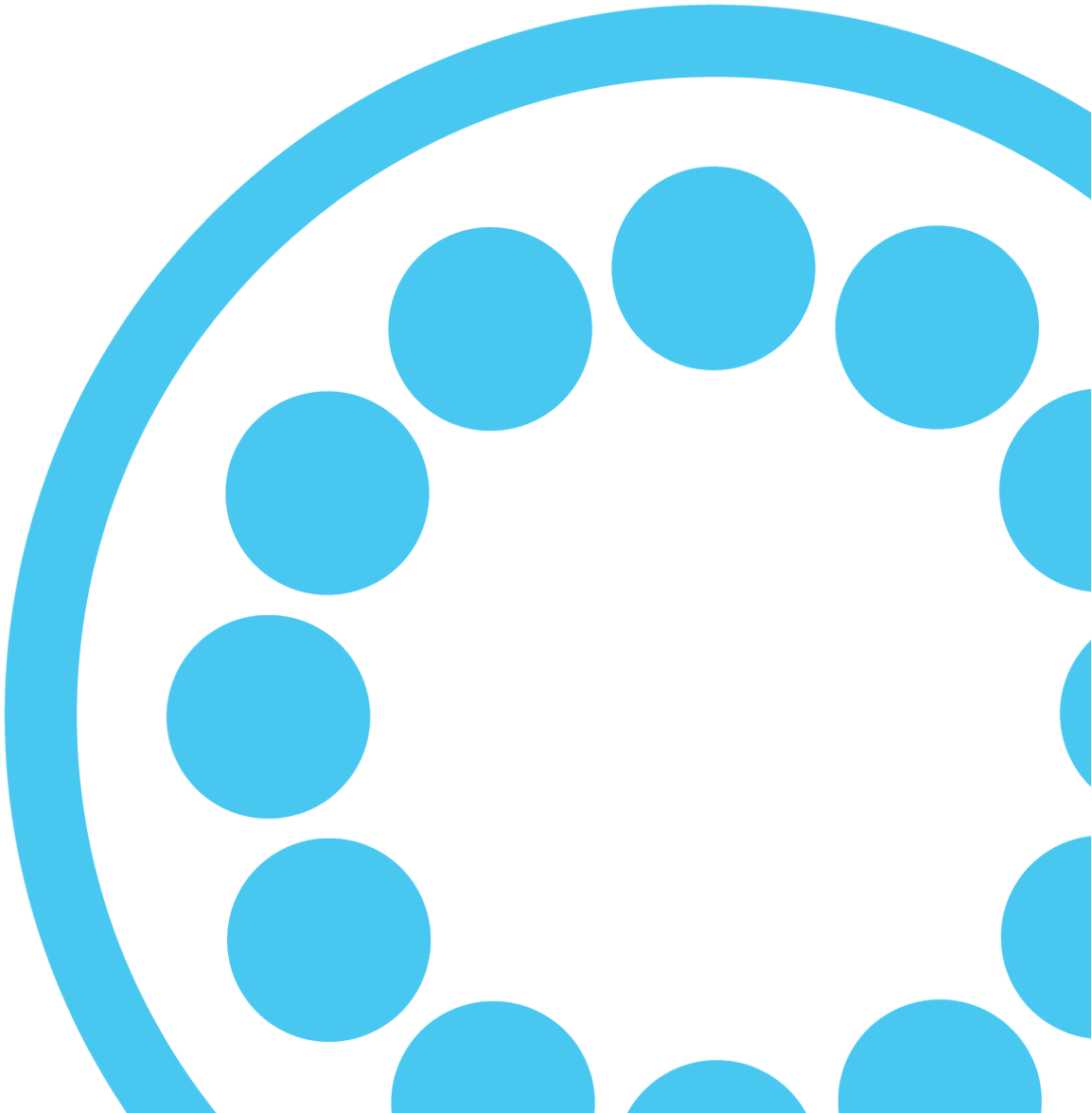




EVBox General
Terms & Conditions





EVBox General Terms & Conditions

PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY as they apply to each offer, supply and use of Products and Services to the fullest extent relevant.

These general terms and conditions together with EVBox's offers, quotations, order acknowledgments, invoices and specifications (and all supplements and attachments thereto issued by EVBox from time to time) (collectively "Specific Terms") shall constitute the entire agreement ("Agreement") between EVBox and Customer for each supply and/or use of Products and/or Services. In the event of any inconsistency between these general terms and conditions and the Specific Terms, the Specific Terms shall prevail. Any conduct by Customer (including, without limitation, payment for, or use of, the Products and/or Services) which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by Customer of this Agreement.

EVBox has the right to implement changes to the Agreement. If Customer does not agree with such changes, it shall be entitled to terminate the Agreement according to clause 13.5.



1. 1. Definitions

1.1 In the Agreement, capitalised terms shall have the meaning given to them in this clause and as otherwise determined in the Agreement, unless the context requires otherwise:

"**Application**" means EVBox's user interfaces through which Subscription can be accessed;

"**Business Days**" means every day except Saturdays, Sundays and official public holidays in the country of the relevant EVBox entity, as specified in the Agreement;

"**Business Hour**" means 9h to 18h CET on a Business Day;

"**Charging Point**" means a facility, including all associated and underlying installations, where an electric vehicle can be charged;

"**Customer**" means the natural or legal person that is bound by the Agreement in relation to the purchase and/or use of the Products and/or Services;

"**Customer Data**" means any data, content and/or information that Customer creates, transmits, displays or stores through the systems and infrastructure of EVBox following the purchase and/or use of the Products and/or Services;

"**Data Protection Laws**" means all privacy Laws that apply to EVBox's performance under the Agreement or to Customer's receipt and/or use of the Products and/or Services;

"**Documentation**" means the user guide, installation instructions and any other guidelines from EVBox to Customer under the Agreement in relation to the Products and/or Services;

"**Effective Date**" means the moment the Agreement comes into force, which shall be upon the earlier of (i) written acceptance by EVBox of an order by the Customer, or (ii) activation of the Subscription or use of the Products, which shall be deemed such written acceptance;

"**Error**" means any material, verifiable and reproducible failure of the Platform or Products to conform in all material respects to features and functions as described in the Documentation (specifically excluding any nonconformity resulting from Misuse);

"**EVBox**" means the entity concluding the Agreement with Customer;

"**EVBox Network**" means the collection of all Charging Points accessible with the Token;



"**Force Majeure**" means any event which is beyond the reasonable control of a Party and which impacts the execution of its obligations under the Agreement, including, but not limited to, natural disasters, extreme weather conditions, fire, riots, war and military operations, national or local emergency situations, acts or negligence of the government, import, export and/or transit prohibitions, economic disputes of any nature whatsoever, strikes or other labour actions, flooding, lightning, explosions, collapses, disruptions in traffic or power networks, the reduced or non-functioning of networks, systems or equipment of third parties as well as any act of negligence of a person or entity which is outside of the reasonable control of that Party;

"**Intellectual Property Rights**" means:

(a) patents, utility models, right to inventions, copyright and related rights (including software rights), goodwill, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), database rights, design rights, trademarks and service marks, business names and domain names and semiconductor topography rights;

(b) all registrations or applications to register and the right to apply for and be granted registration, renewal or extension of, and right to claim priority from, any of these rights; and

(c) all equivalent or similar rights or forms of protection; together with all rights of action, powers and benefits arising from ownership thereof;

"**Laws**" means all applicable local, state, national, and international laws, treaties and regulations, codes, ordinances, rules, restrictions, licenses, and judicial or administrative orders (including their subsequent modifications);

"**Misuse**" shall mean any use of the Products and/or the Services otherwise than in accordance with the Agreement, the Documentation or any other instructions provided by EVBox and/or applicable Laws;

"**Party/Parties**" means EVBox and/or Customer, as applicable;

"**Personal Data**" has the meaning as specified in the Data Protection Laws;

"**Platform**" means the charging management software offered by EVBox under the terms of the Agreement, including any modifications, enhancements, additions, extensions, translations and derivative works and programming code and other associated technologies related thereto;

"**Process**" shall have the meaning attributed to it in the Data Protection Laws (and "Processed" and "Processing" shall be construed accordingly);



"**Products**" means the products, including but not limited to charging stations and their accessories, supplied by EVBox to Customer as set out in the Agreement;

"**Services**" means the services, including but not limited to delivery, installation and Subscription, supplied by EVBox to Customer as set out in the Agreement;

"**Subscription**" means EVBox granting access to the functionalities of the Platform or access to the EVBox Network by use of the Token;

"**Term**" shall have the meaning as set out in clause 13 (Term and termination);

"**Token**" means the card, key ring, digital ID or any other means provided by EVBox to Customer by which Customer can identify itself at a Charging Point;

"**Updates**" means updates, enhancements, improvements to and translations of the Platform and/or any of the related Services (including any software included in the Product (e.g. firmware, operating system software), if applicable) and new features or versions;

"**Website**" means the EVBox websites, including – but not limited to – www.evbox.com, the Platform portal, hey.evbox.com, and any other website used by EVBox at any time;

"**Workaround**" means a suggested set of actions or recommendations intended, when properly implemented, to correct an Error in the Products and/or Services, including the Platform, and/or to restore its functionality or to provide equivalent or similar, but not inferior, functionality.

2. EVBOX'S COMMITMENT

2.1 Any quotation by EVBox is valid for a period of thirty (30) days from its date of issue. Acceptance of this quotation constitutes an offer to purchase Products and/or Services in accordance with the Agreement, meaning the Agreement shall only be effective upon written acceptance by EVBox.

2.2 All obligations of EVBox under the Agreement are performed on the basis of an obligation of means, unless expressly provided otherwise in writing. Any dates quoted for performance are approximate only, and such dates are not of the essence.

2.3 The quantity and description of the Products and/or Services are set out in the Agreement and the Documentation. Any samples, drawings, descriptive matter or advertising are only meant to provide an approximate idea of the Products and/or Services described in them. They shall not form a part of the Agreement or have any contractual value.



2.4 EVBox reserves the right to make any reasonable changes to the specifications or settings of the Products and/or Services, including the Platform. Additionally, EVBox has the right to take all steps required in order to monitor the use of the Services, including the Platform, and to verify whether the use is in compliance with the Agreement.

2.5 EVBox has the right to involve its affiliates or subcontractors in the performance of the Agreement, if this is necessary for the performance of the Agreement. EVBox has also the right to transfer part or whole of the rights and obligations under the Agreement to a third party. Customer agrees that EVBox can share any relevant data provided by Customer hereto with such third party.

2.6 In the event that EVBox transfers whole or part of the rights and obligations under the Agreement to a third party, the agreement for the provision of the assigned Service(s) will be concluded directly with the relevant third party, in which case EVBox cannot be held liable for any act or omission by such third party.

3. DELIVERY OF PRODUCTS AND ACCEPTANCE

3.1 Delivery is carried out, subject to the respect of the terms of payment. Except if the Agreement specifies that the delivery will be carried out otherwise, the Products shall be delivered Ex Works (Incoterms 2010) at the location indicated in the Agreement, meaning that EVBox's delivery obligation is fulfilled if EVBox has made the Products available for loading by Customer.

3.2 In the event of a delivery Ex Works, Products can be picked up during Business Hours on Business Days. If Customer fails to take delivery of the Products within five (5) Business Days of EVBox notifying Customer that the Products are ready, then except where such failure or delay is caused by Force Majeure or by EVBox's failure to comply with its obligations under the Agreement in respect of the Products:

- (a) Delivery of the Products shall be deemed to have been completed at 9:00am CET on the 6th Business Day following the day on which EVBox notified Customer that the Products were ready; and
- (b) EVBox shall store the Products until delivery takes place, and charge Customer for all related costs and expenses.



If ten (10) Business Days after EVBox notified Customer that the Products were ready for delivery Customer has not taken delivery of them, EVBox may, without prejudice to its rights under the Agreement or otherwise, resell or otherwise dispose of part or all of the Products without being due any compensation or reimbursement to Customer.

3.3 In the event of any other type of delivery, Customer shall ensure that it or its representative is present to accept the delivery. If Customer fails to accept the delivery, EVBox will contact Customer to arrange another delivery date. All costs incurred by EVBox due to the fact that Customer was unable to take possession of the Products as agreed will be borne exclusively by Customer.

3.4 EVBox may deliver the Products in instalments, which shall be invoiced and paid for separately. Any delay in delivery or Error in an instalment shall not entitle Customer to cancel any other instalment.

3.5 Customer shall inspect the Products at delivery for damage or missing parts. If there is a default, Customer shall specify it on the delivery note and confirm in writing within forty-eight (48) hours from delivery, with copy to EVBox. Failure to comply with these formalities will result in any claim being rejected, and, in relation to visible defects, the Products then will be deemed conform in quantity and quality to the Agreement.

4. PRODUCT'S TITLE AND RISK

4.1 The risk in the Products shall pass to Customer on delivery as described under clause 3.1.

4.2 Title to the Products will only pass to Customer when EVBox has received payment in full (in cash or cleared funds) of all amounts due in respect of all Products supplied by EVBox to Customer.

4.3 Until title to the Products has passed to Customer, Customer shall:

- (a) Store the Products separately from all other goods held by Customer so that they remain readily identifiable as EVBox's property;
- (b) Not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- (c) Maintain the Products in satisfactory condition and keep them insured for their full price on EVBox's behalf against all risks with a reputable insurer from the date of delivery;



- (d) Notify EVBox immediately if it becomes subject to any of the events listed in clause 13.3;
- (e) Give EVBox such information relating to the Products as EVBox may require from time to time; and
- (f) Ensure that EVBox shall have access to Customer's premises in order to inspect the Products or in order to reclaim the Products in the event Customer fails to comply with its payment obligation.

5. INSTALLATION OF PRODUCTS

5.1 Installation of the Products shall be carried out by a qualified installer.

5.2 Customer shall, at its own expense and risk:

- (a) Ensure that the location where the Products are to be installed complies with the relevant requirements and applicable Laws, that all necessary facilities and personnel are available for the installation and that all necessary authorizations to enter the premises have been procured in time; and
- (b) take all necessary precautions (including the observance of the instructions of EVBox and/or the installation partner) to enable a safe and trouble-free installation of the Products on site.

Customer shall indemnify EVBox and/or any third party engaged by EVBox in the performance of the installation against any damage they suffer if Customer fails to comply with the obligations of this clause.

5.3 EVBox and/or its installation partner cannot be held liable for damage caused by or related to the temporary interruption of the electricity supply on the site required for the installation of the Products.

5.4 If Customer cancels an installation appointment less than forty-eight (48) hours in advance or if there is no one present at the time of the appointment, EVBox will charge travel costs, plus a penalty up to twenty-five percent (25%) of the quoted charge for installation.

6. PRODUCT WARRANTY

6.1 EVBox warrants to Customer on delivery and for a period of three (3) years thereafter that the Products are free from material defects in material and workmanship and conform in all material aspects with the specifications as explicitly listed in the Documentation, except for charging cables, their connectors and software, for which the warranty is limited to three (3) months from delivery. Except



as stated in this clause 6.1, EVBox provides no warranties of any kind in respect of the Products.

6.2 Subject to clause 6.3, EVBox shall, at its option, repair or replace defective Products, or refund the price of defective Products if:

- (a) Customer gives notice in writing during the warranty period within a period of fourteen (14) days after the Customer has discovered or should reasonably have discovered that some or all of the Products do not comply with the warranty as set out in clause 6.1;
- (b) Customer returns such Products to EVBox (at the location specified by EVBox) at Customer's cost and following the RMA (return merchandise authorization) instructions from EVBox, if the nature of the Product allows such return; and
- (c) EVBox is given a reasonable opportunity of examining such Products and provided by Customer with all information it may reasonably require to proceed to such examination.

With respect to repair, EVBox is entitled to apply problem avoiding restrictions and/or Workarounds.

6.3 EVBox shall not be liable for the Products' failure to comply with the warranty in clause 6.1 if:

- (a) Customer makes any further use of such Products after giving a notice in accordance with or failed to provide notification within fourteen (14) days as set out in clause 6.2;
- (b) The Error arises because Customer failed to follow EVBox's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice (such as but not limited to use of the Products with parts, accessories or software not provided or approved by EVBox);
- (c) The Error arises as a result of EVBox following any customisation or Product specification supplied by Customer;
- (d) Repairs or other interventions on the Products are performed by persons not trained for this purpose, against EVBox's oral or written instructions, or with parts not supplied or approved by EVBox; or
- (e) The Error arises as a result of fair wear and tear, wilful damage or negligence by Customer and/or a third party, or abnormal working conditions (such



as but not limited to damages resulting from vandalism, animals, high-pressure cleaners, or Error in connected vehicles).

6.4 In all cases, the following are excluded from the coverage of the warranty:

(a) Travel costs and labour costs of repair, including time spent on preliminary work or on disassembly and reassembly, if the repair of the Products is to take place at the installation site due to the nature of the Products;

(b) Cleaning, routine maintenance and preventative maintenance operations of the Products as defined in the Documentation, as well as the supply of products necessary for these operations;

(c) Restarting operations after the Product has been secured, for example by circuit breakers, ground fault circuit interrupters (GFCIs), fuses or emergency stops; and

(d) In general, all operations on site, especially if no parts need to be replaced.

6.5 The Agreement shall apply to any repaired or replacement Products supplied by EVBox.

7. PROVISION OF OTHER SERVICES

7.1 Platform subscription. Customer can set-up an account and subject to a Subscription, register its Charging Point(s) and/or Token(s) in order to use the subscribed functionalities.

7.2 Guest use. When registering Charging Point(s), business Customer may activate Charging Point(s) for guest use by other end-users and set a chargeable rate for such guest use. EVBox is not liable for any damage suffered by the set rate.

The amount of total compensation for guest use is determined by EVBox and will be communicated monthly by EVBox to Customer. Payment of compensation by EVBox will take place within thirty (30) days from such monthly communication.

7.3 Roaming. When registering Token(s), Customer may subscribe to roaming, which is a Subscription granting Customer access to the EVBox Network, including Charging Points operated by third parties. EVBox cannot guarantee that Customer can use all Charging Points domestically or abroad through roaming since it depends on EVBox having concluded a roaming agreement with the respective third party.



By subscribing to roaming or using the Token to this respect, Customer agrees to the rates of EVBox and other Charging Point operators. EVBox has no influence on the applicable rates of other Charging Point operators within the EVBox Network. Customer is responsible for knowing and complying with the parking policy and the terms of use associated with the Charging Point, including Charging Points where EVBox is the Charging Point operator.

7.4 Application. In order to facilitate use of the Services, Customer can use the Application. Unless otherwise indicated, the Application is provided without charge by EVBox through its Website and various app stores. Use of the Application is subject to clause 14.5.

8. SERVICES WARRANTY

8.1 EVBox warrants that the Services, including the Platform, will perform substantially in accordance with the Documentation and will undertake reasonable efforts to provide support and maintenance services to this end as provided in clause 9 (Support and maintenance).

8.2 Other than as provided in clause 8.1 and to the maximum extent permitted under applicable Laws, the Services are provided “as is” and EVBox makes no representations or warranties, express or implied, of any kind whatsoever (including, without limitation, satisfactory quality, fitness for a particular purpose, custom or usage in trade). EVBox does not guarantee that the Platform and/or Application shall be without Errors and shall function without interruption. EVBox further makes no representations or warranties regarding, without limitation, the security, integrity, efficiency or capabilities of the Platform and/or Application.

8.3 Customer's exclusive remedy for damage or loss arising from breach of the warranty as set out in clause 8.1 shall be, at EVBox's option,

- (a) the replacement of the Service concerned at no cost to Customer;
- (b) a Workaround and/or Update to address the Error in a manner that provides Customer with reasonably equivalent functionality as provided in the Documentation, at no cost to Customer; or
- (c) in the event EVBox is unable to replace or correct such failure by exercising commercially reasonable efforts for a reasonable period of time, either Party may terminate the Agreement in accordance with clause 13.4(b). Customer's sole remedy shall be for EVBox to provide a pro-rata refund of any pre-paid charges for periods after the effective date of termination.



9. SUPPORT AND MAINTENANCE

9.1 Customer can contact EVBox to report any Error and ask questions about the operation of its Products or Services at the telephone number (on Business Days during Business Hours) or the e-mail address as set out in the Agreement or on the Website. EVBox will undertake reasonable efforts to answer all notifications and questions as soon as possible.

9.2 EVBox has an obligation of means to repair Errors in the Platform, to the extent possible, within a reasonable time. EVBox is entitled to apply problem avoiding restrictions and/or Workarounds, as well as postpone repair until an Update is issued.

9.3 EVBox has the right to suspend access to the Platform due to scheduled downtime for maintenance purposes and unscheduled maintenance. Although EVBox will use reasonable efforts to allow internet access to the Platform, EVBox can make no guarantee that the Platform is accessible at any given time, or that the Platform (and any features thereof) will always be fully available and functional.

9.4 In its own full discretion and according to its own timetable (although preferably during planned maintenance), EVBox may issue Updates to the Platform. Customer only has access to the latest version of the Platform. EVBox reserves the right, when issuing an Update to the Platform, to remove any existing feature or functionality from the Platform and Customer has no right to demand those features or functionalities to be supported by EVBox. Where such removal would have a material impact on the Platform, EVBox will inform Customer thereof reasonably in advance but no later than thirty (30) days prior to implementing the Update unless where such notice would be impossible or impractical due in particular but not exclusively to legal or security requirements or performance related issues.

10. PRICE AND CHARGES

10.1 Customer shall pay the price and/or charges as set out in the Agreement.

10.2 The price for the Products and charges for the Services are set out in Euros and are exclusive of VAT and other applicable taxes, contributions, and similar or associated fees and costs.

10.3 Any (on site) intervention as a result of the delivery and/or installation of Products or of support in the Services will be charged as per the quotation issued for the intervention.

10.4 EVBox reserves the right to:



(a) In case of Services (i) index the charges on an annual basis with effect from each anniversary of the Effective Date in line with the local indexation formula for such Service and the first such increase shall take effect on the first anniversary of the Effective Date and (ii) increase the charges upon renewal of the Subscription;

(b) Increase the price of the Products, by giving notice to Customer at any time before delivery, to reflect any increase in the cost of the Products to EVBox that is due to (i) market conditions, (ii) any factor beyond the control of EVBox (including without limitation any foreign exchange fluctuation, alteration of duties or taxes, change in Law, increase in the costs of labour, materials or other costs of manufacture), (iii) any request by Customer to change the delivery date(s), quantities or specifications for the Products, or (iv) any delay caused by any instructions of Customer in respect of the Products or failure of Customer to give EVBox adequate information or instructions in respect of the Products.

11. PAYMENT

11.1 Payment of the Products and/or Services is to take place within a payment term of thirty (30) days from the invoice date or as otherwise set out in the Agreement.

11.2 If Customer does not agree with the invoice, Customer must notify EVBox in writing within the payment term, giving the reasons for its objections.

11.3 If Customer does not pay within the agreed payment term, EVBox shall be entitled to, without prejudice to EVBox's other rights and remedies under the Agreement or at law:

(a) without requirement of a notice of default, as from the due date until the moment of full payment, payment of an interest of 1% per (part of a) month on the outstanding amount with a minimum of € 40,- (forty Euro's) ;

(b) recovery of all judicial costs and extrajudicial collection costs incurred by EVBox in order to achieve fulfilment of the obligation. The extrajudicial collection costs amount to 15% of the outstanding invoice amount, with a minimum of € 40,- (forty Euro's);

(c) at EVBox's option, suspend, terminate or rescind the execution of the Agreement and all related agreements, without prejudice to the right of EVBox to recover/claim any incurred damages;

(d) prompt payment by Customer of any amounts under any invoice issued by EVBox, whether or not such invoices are due at the time of non-payment.



11.4 Set-off by Customer of any amount is not permitted, unless explicitly permitted by EVBox in writing.

11.5 If the Customer is a legal entity, EVBox shall be entitled to run a credit check. In the event the credit check results in the assessment that the Customer has had or is in financial difficulties, then EVBox will be permitted to demand security from Customer for the proper and timely fulfilment of its payment obligations.

11.6 All orders by Customer are accepted in consideration of the legal, financial and economic situation of Customer at the time of the order by Customer. It follows that if such situation of Customer were to deteriorate between the date of the order by Customer and the date of delivery, EVBox shall be entitled to demand payment before delivery, suspend, or terminate the Agreement.

11.7 In addition to the previous clauses, EVBox is at all times entitled to demand security from Customer for the proper and timely fulfilment of its payment obligations.

11.8 If Customer is required under any applicable law to withhold or deduct any amount from the payments due to EVBox and/or if certain costs or charges are applied in the framework of the payment transaction by Customer, then Customer shall increase the sum it pays to EVBox by the amount necessary to leave EVBox with the sum it would have received if no such withholdings or deductions had been made and/or costs or charges had been applied. Customer shall not be entitled to suspend and/or delay any of its obligations, including any payment obligation.

12. CUSTOMER'S OBLIGATIONS

12.1 Customer shall cooperate with EVBox in all matters relating to the provision of Products and/or Services and in particular:

- (a) provide EVBox with such information and materials as EVBox may reasonably require in order to quote and provide the Products and/or Services, and ensure that such information is complete, accurate and correct;
- (b) inform EVBox immediately upon becoming aware of any facts and circumstances which may impact the proper performance by EVBox in providing the Products and/or the Services;
- (c) provide all reasonable assistance and information required in order to respond and/or resolve an incident, problem and/or Error discovered by or reported to EVBox;
- (d) obtain and maintain all necessary licenses, permissions and consents which may be required for the use of Products and/or Services before any such use;



- (e) comply with all Laws applicable to Customer's use of the Products and/or Services, including the Platform, including consumer Laws, employment Laws and social security Laws;
- (f) treat any commercial or financial information it receives from EVBox as strictly confidential and not share this information with any third party nor use it for any other purpose than the execution of the Agreement; and
- (g) obtain, maintain and pay for all hardware, software and communications equipment necessary to access and use the Products and/or Services and comply with the requirements as set out in the Documentation.

12.2 Customer will not and shall ensure that its end-users shall not Misuse the Products and/or Services, including the Platform, and in particular:

- (a) use the Products and/or Services with any product not operable with such Products and/or Services, e.g. charging cables without CE mark or not suitable for the load capacity of the electric vehicle charge; or attempt to charge anything else but suitable electric vehicles;
- (b) interfere with or disrupt the Platform, the data contained on the Platform or networks connected to the Platform and in particular upload or distribute files that contain malware, viruses, malicious files or other harmful code or any other similar software or programs that may access or damage the operation of the Platform, the related systems and networks or any other computer or device;
- (c) use, send or store through the Platform any content which is or may be construed as obscene, indecent, pornographic, seditious, offensive, defamatory, libellous, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous, harmful to children, violating third party intellectual or industrial property rights or otherwise in breach of any Law or not intended for the use of the Platform as described in the Documentation;
- (d) attempt to gain unauthorized access to the Platform or the related systems or networks, or access or use the Platform and/or Application in a way intended to avoid incurring charges; or
- (e) copy or alter the Token in any way or form.

12.3 In the event of breach of any obligation set out in this clause 12:

- (a) Customer shall, within the shortest term possible after becoming aware of it, notify EVBox and shall, without prejudice to EVBox's other rights and remedies, assist EVBox, at its own cost and expense, in any way EVBox sees fit to remedy such breach and/or to limit its consequences.



(b) Customer shall bear exclusively any costs and losses directly or indirectly arising thereof and reimburse EVBox on written demand for such costs or losses sustained or incurred by EVBox or any of its partners.

13. TERM AND TERMINATION

13.1 Any Subscription is concluded for the initial subscription term indicated in the Agreement ("Term"). Without prejudice to clause 17 (Force Majeure), during this Term, Customer is only entitled to terminate the Agreement if EVBox is in material breach of its obligations under the Agreement and such breach is not remedied within a reasonable period.

13.2 After the Term, Subscriptions are renewed for consecutive periods of one (1) year, unless a Party provides a notice in writing to the Party at least sixty (60) days before the end of the then current term stating that it does not wish to extend the subscription.

13.3 EVBox has the right to terminate the Agreement without further notice or judicial intervention, in whole or in part, with immediate effect by means of a written notice:

- (a) if Customer is unable to pay its debts, becomes insolvent, or if Customer is declared bankrupt;
- (b) when the undertaking of Customer is voluntarily or involuntarily liquidated;
- (c) if a considerable part of the capital and reserves of Customer is seized;
or
- (d) if the company of Customer merges or is acquired by a third party.

13.4 In the event of a breach by Customer of any of the terms of the Agreement, EVBox shall have the right to:

- (a) immediately suspend without prior notice a part or all of the Services and access thereto until the breach is remedied, and/or
- (b) terminate the Agreement without court intervention upon ten (10) Business Days prior written notice specifying the breach.



The following examples of events shall be considered as a breach by Customer upon which EVBox can suspend and/or terminate the Agreement: (a) any form of Misuse of the Products and/or Services, including the Platform; (b) any infringement on EVBox's Intellectual Property Rights; (c) any non-compliance with payment obligations.

13.5 In the event Customer does not agree to material changes to the Products and/or Services as set out in clause 2.4, it will be entitled to terminate the Agreement within twenty (20) Business Days from the notification of the change by EVBox, except if such change results from the application of a Law or manufacturer's recommendations.

13.6 If the Agreement is terminated, any outstanding amounts payable by Customer are due immediately.

13.7 In the event of expiry or termination of the Agreement, the rights of use granted to Customer in respect of the Services hereunder, including the Platform, shall immediately cease and Customer shall, upon the effective date of such expiry or termination, cease using the Services (including the Platform) and, at EVBox's discretion, immediately return to EVBox or destroy all copies of the Documentation, the Token(s) and any other confidential or proprietary information belonging to EVBox.

14. INTELLECTUAL PROPERTY

14.1 EVBox (and its licensors, where applicable) owns all right, title and interest, including all Intellectual Property Rights in and to the Products and Services, including the Platform, Token and Application, as well as the processed (electronic) data.

14.2 The Agreement does not convey to Customer any rights of ownership in or related to the Products and/or Services, including the Platform, or any other Intellectual Property Right owned by EVBox (or its licensors, where applicable) except as explicitly provided in the Agreement, in which case the right of use shall in any case be revocable, non-exclusive, non-transferable and non-sublicensable.

14.3 Customer is not allowed to remove or change any Intellectual Property Rights, including logos and trademarks in the Products, the Services, the Platform, the Documentation and materials, unless agreed otherwise.

14.4 Customer has a limited, revocable, non-transferable, non-exclusive and non-sublicensable right to:

- (a) access and use the Platform during the Term;



(b) use software solely for the proper functioning of the Products and for the duration of Customer's use of the Products (where software is included in the delivery).

14.5 Customer may solely use the Platform, the Application and the software contained in the Products (collectively "Software") as agreed in writing by EVBox. For example, but without limitation, Customer shall not (nor will allow or facilitate a third party to):

(a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party (access to) the Software in any way;

(b) copy, reproduce, translate, adapt, modify, alter, tamper with or make derivative works of all or any part of the Software;

(c) use the software contained in the Product with any other product than the Product; or

(d) unless to the extent it cannot be prohibited under applicable Law, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software or access the Software in order to: (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions or graphics of the Software; or (iii) copy any ideas, features, functions or graphics of the Software.

14.6 Customer grants EVBox a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by Customer to EVBox for the term of the Agreement for the purpose of providing the Services to Customer.

15. DATA

15.1 Customer Personal Data will be Processed in accordance with the applicable Data Protection Laws and with the provisions stated in EVBox's privacy policy (available on its Website).

15.2 Customer shall indemnify EVBox against any claim by any third-party individual whose Personal Data are recorded or Processed by Customer or for which Customer is responsible pursuant to the Laws, a data processing agreement or otherwise, unless Customer is able to demonstrate that the acts that form the basis of the claim are exclusively attributable to a default of EVBox.

15.3 Customer is solely responsible for (and EVBox, acting as a mere service provider, has no responsibility to Customer or any third party for) Customer Data.



EVBox has no obligation to monitor Customer Data, but EVBox has the right at all time, to remove Customer Data which infringes applicable Laws and/or the Agreement.

15.4 Customer shall take all appropriate steps to back-up or otherwise secure or protect Customer Data. In case of loss or corruption of Customer Data, EVBox is only obliged to undertake reasonable efforts to perform a restoration based on the most recent available back-up. Under no circumstances is EVBox obliged to reconstruct Customer Data.

15.5 Customer acknowledges and accepts that EVBox has the right to share Customer Data with third parties in order to perform the Services, as well as the right to use Customer Data for improving its Services, including anonymized statistical purposes.

15.6 If Customer wants EVBox to send Customer Data to Customer upon expiry or termination of the Agreement, then Customer must within thirty (30) days ("Retention Period") send such request to EVBox. Following the expiration of the Retention Period, EVBox will disable the applicable account(s) and then has the right to delete the associated Customer Data in its possession (or in the possession of any affiliate or subcontractor), save for archival copies, which will be erased/destroyed according to EVBox's standard back-up and retention process. Other than as described in this clause, EVBox has no obligation to continue to hold, export or return the Customer Data.

16. LIABILITY

16.1 Without prejudice to clause 17 (Force Majeure), EVBox is only liable for a breach of its obligations under the Agreement if Customer notifies EVBox in writing through a notice of default, containing a complete and detailed description of the breach and with observance of a reasonable period for remedy of at least twenty (20) Business Days, and EVBox fails to take remedial measures within that reasonable period.

16.2 Any liability that EVBox may incur derives from a reasonable effort obligation. Except in case of EVBox's fraud or fraudulent intent, EVBox's liability for a breach of its obligations under the Agreement is limited to compensation of proven direct damages in accordance with the following principles, which apply cumulatively:

(a) The cumulative total aggregate liability of EVBox is limited to the net invoice amount (i) in case of Products, the paid Products delivered under the Agreement, or (ii) in case of Services, the charge for the year in which the cause of action arises;



(b) EVBox is not liable for any indirect damage and/or consequential damage, such as but not limited to loss of profit, loss of business, loss of goodwill, loss of income, loss of revenue, loss of anticipated savings, loss of opportunity, loss of customers, claims of logistic service providers or other third parties, damage as a result of loss and/or corruption of data, loss of goodwill and reputational damage; and

(c) EVBox is not liable for any damages or costs of Customer or third parties as a result of a violation by Customer of its obligations under the Agreement or as a result of an act or omission by Customer or third party (including but not limited to the event where installation of the Products is performed by Customer or a third party).

17. FORCE MAJEURE

Neither Party shall be in breach of the Agreement nor liable for delay or failure to comply with its obligations under the Agreement, if this delay or failure was the result of Force Majeure. In such a case, EVBox may suspend or terminate the access to any of the Services by giving Customer a prior written reasonable notice to the extent possible. In such case and in the event there are still outstanding charges, charges for Services delivered until the termination date will be due on a pro rata basis.

18. APPLICABLE LAW AND JURISDICTION

18.1 The Agreement is governed by the Laws of the EVBox entity identified in the Agreement, without reference to the conflict of laws provisions. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded.

18.2 Each Party irrevocably agrees that the competent courts of the registered address of EVBox, as specified in the Agreement, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement.

19. GENERAL PROVISIONS

19.1 Unless explicitly agreed in writing between the Parties, the Agreement constitutes the entire agreement and understanding between the Parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) notwithstanding the terms of any such previous agreement or arrangement expressed to survive termination. The applicability of any of Customer's purchasing or other general terms and conditions is expressly rejected, unless agreed otherwise by EVBox in writing.



19.2 Without prejudice to EVBox's right to implement changes to the Agreement as stated in the preamble, deviations from the Agreement shall only apply where agreed in writing between the Parties and only apply to the specific agreement containing the deviation.

19.3 Unless stated otherwise in the Agreement, all notices under the Agreement may be sent through the Application, by e-mail or by registered mail with confirmation of receipt, addressed to the address as mentioned in the Agreement. In case of a change of address, either Party can notify this to the other Party following the rules as set out in this clause.

19.4 Customer is not allowed to transfer all or any of its rights and obligations under the Agreement to a third party without the prior written consent of EVBox.

19.5 If EVBox at any given time does not enforce any clause of the Agreement, this cannot be interpreted as a waiver to later rely on the said Agreement.

19.6 If any provision of the Agreement is or becomes illegal, invalid or unenforceable, in any respect it shall not affect or impair the legality, validity or enforceability of any other provision of the Agreement; and if such provision would be legal, valid or enforceable to the extent some part of it were deleted, such provision shall apply with the minimum modifications necessary to make it legal, valid or enforceable.

19.7 Termination or expiry of the Agreement, howsoever caused, shall not affect any provision of the Agreement which is expressly or by implication intended to come into or remain in effect on or after termination or expiry of the Agreement, including clauses 6 (Product warranty), 8 (Services warranty), 12.1(f) (Confidentiality), 14 (Intellectual Property), 15 (Data), 16 (Liability) and 18 (Applicable law and jurisdiction).

About EVBox

EVBox envisions a future where everyday transport is technologically advanced, emission-free, self-driven and sustained by a green charging infrastructure. EVBox's mission is to drive sustainable mobility, by bringing leading electric vehicle solutions to the world.

EVBox is the leading global manufacturer of electric vehicle charging stations and charging management software. With over 60,000 charging points across more than 45 countries worldwide, EVBox helps electric drivers get access to charging infrastructure at any point in their journey.

Founded in 2010, EVBox made its breakthrough when the market for electric vehicles (EVs) was still in its infancy. Its founders set their hearts and eyes on a clear concept: a fully modular charging station that facilitates easy installation, maintenance upgrades, and above all, uncompromising quality and durability.

Soon, EVBox became the sole supplier of public charging infrastructure in cities such as Amsterdam, Rotterdam and Monaco. Meanwhile, EVBox played an active role in promoting Smart Charging technologies and roaming of charging infrastructure with industry partners and public organizations.

In 2017, EVBox was acquired by energy utility and global service provider ENGIE, who identified EVBox as a disruptive, leading cleantech company making a difference in the fast-growing industry of electric mobility. In 2018, EVBox acquired the ultra-fast charging station manufacturer EVTronic, adding 700 previously installed fast charging stations to EVBox's European network.

Today, with projects running across Europe, North America, South America, and Asia, EVBox moves forward by perfecting its original recipe with a second generation of hardware and software that are energy-efficient, future-proof, and easy to use.



Learn more about electric driving and EV charging at [evbox.com](https://www.evbox.com)