

GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY**I. Scope and contractual partner**

1. The customer's contractual partner within the meaning of these General Terms and Conditions of Business and Delivery is The Mobility House GmbH, St.-Cajetan-Straße 43, 81669, Munich, Germany, Managing director: Marcus Fendt, Daniel Heydenreich, Robert Hienz, Commercial register: Munich District Court, HRB 195965 (hereinafter referred to as TMH).

2. The business relationship between TMH and the customer is governed exclusively by the following General Terms and Conditions of Business and Delivery in their valid version at the time of the order/when a voucher is redeemed/at the time the offer is submitted. All contractual offers made by the customer with reference to its own Terms and Conditions are hereby rejected.

3. No verbal ancillary agreements have been made. Third parties who perform work for TMH but are not employees of TMH are not authorized to reach agreements that deviate from these contractual terms or to give warranties. This also applies in case of subsequent changes and amendments.

4. Under these Terms, customers can be either consumers (private customers) or companies (business customers). Consumers as defined by these Terms are natural persons with whom business relations are established without this involving commercial or independent professional activity. Companies as defined by these Terms are natural persons or legal partnerships with whom business relations are established and who are pursuing commercial or independent professional activities, as well as legal entities under public law.

II. General**1. Formation of contract**

a. The presentation of products in the online shop along with software and hardware solutions and other services does not constitute a legally binding offer, but rather a non-binding online catalog.

The customer can place a selected article in the virtual shopping basket by clicking on "Add to shopping basket". The customer is then forwarded to the virtual shopping cart. There the customer can check the added item and, if needed, make corrections, e.g. changing the quantity of the added article from the shopping basket by clicking on "Empty shopping basket" and/or select further articles, if required. By clicking on "Update shopping basket", the number of articles will be changed and updated in the system.

Within the framework of the described process for submitting an offer, the customer can check his previously

made input again by pressing the input button (on the confirmation page that then opens).

It is possible to make a correction by clicking on the "Back" button of the browser to return to the previous page of the article or by simply closing the browser window and aborting the whole process. The page of the article can then be accessed again. Any corrections can be made using the normal keyboard and mouse functions in the corresponding input fields.

b. By clicking on the button "Checkout", the customer can enter additional data needed for the conclusion of the contract, e.g. name, address, billing address and the details of the means of payment to be used. The customer can then make a binding order for the goods contained in the shopping basket by clicking on the "Buy now" button.

If the system has automatically sent a confirmation of receipt of the customer's order, this does not represent acceptance of the offer, but is only meant to inform the customer that the offer for the conclusion of a contract has been received by TMH. If a confirmation of receipt of the customer's order is provided together with the acceptance of the order directly after it has been sent by means of an automated e-mail, the sales contract is concluded upon this e-mail confirmation.

c. Prior to sending the order through the online shopping basket of the TMH shop, it is possible to print out the order data with the print function of the browser or to save it electronically. After receipt of the order by TMH, the order data, the required legal information for remote sales contracts and the General Terms and Conditions will be sent to the Customer again via e-mail. TMH will not provide any additional information about the contract. Insofar that the customer has created a customer account in the online shop prior to submitting the order, the customer can retrieve the order data free of charge and at any time via the password-protected customer account by entering the corresponding login data until deletion of the customer account. TMH will also retain the contract for the duration of the statutory retention periods.

d. If TMH submits a written offer to the customer for products and/or services, the contract is established if the customer accepts the order, preferably in writing, within the deadline and/or if the customer makes use of the services offered by TMH.

2. Scope of service

The content and scope of the service owed by TMH are based on the description of services provided by TMH in the order form, voucher, or offer. TMH or third parties engaged by TMH to perform services are not obliged to carry out work that exceeds the contractually owed service (e.g. passthroughs, adjustment work and/or extra work,

particularly if the existing electric installation is insufficient and/or no utility-scale power connection is provided). The customer bears sole responsibility for such tasks.

3. Delivery, shipment

a. The goods will be shipped ex works to the curb at the delivery address indicated by the customer. For cross-border delivery or service, the customer must pay the customs duties, fees, and other charges incurred. The transfer of risk is determined by Clause 4 of these General Terms and Conditions for Delivery and Service.

b. The delivery period for goods and services will be agreed individually or indicated by TMH upon acceptance of the order. Unless a binding date is expressly agreed, TMH makes no guarantees for a delivery period. If the customer fails to be present on the delivery date despite prior announcement and the customer did not communicate this absence in advance with a notice period of 3 days, TMH is entitled to demand compensation for all extra costs incurred as a result, particularly for additional delivery attempts or storage costs.

c. The customer is entitled to withdraw from the purchase if TMH culpably fails to comply with a bindingly agreed deadline or if TMH enters into default for another reason and the customer subsequently sets an appropriate grace period for TMH to provide the service that elapses unsuccessfully.

d. TMH reserves the right to refrain from carrying out an installation service due to unanticipated reasons or reasons for which TMH is not responsible. TMH will communicate this to the customer by email without undue delay. Any payment already made will be refunded to the customer.

e. TMH is entitled to perform partial deliveries as long as this is reasonable for the customer.

4. Transfer of risk

a. If the customer is a company, the risk of accidental destruction or accidental deterioration of the goods is transferred to the business customer upon handover, or in case of purchase involving shipment, upon delivery of the goods to the forwarding company, freight carrier, or other person specified to carry out the shipment.

b. If the customer is a consumer, the risk of accidental destruction or accidental deterioration of the purchased goods, even in case of purchase involving shipment, is not transferred to the buyer until the handover of goods.

c. The transfer of risk is the same if the customer is in default of acceptance.

5. Performance of services by third parties

TMH is entitled to engage third parties to perform the services owed, either in part or in full.

6. Prices, payment and maturity

a. The definitive prices are the prices indicated in the order form at the time of ordering the goods, when purchasing the voucher or in the offer for goods (notwithstanding Clause III.). All listed prices are in Euros including VAT before the delivery and shipping costs also listed there, where available. Extra services or special services are billed separately.

b. The costs for ordered goods or services are invoiced to the customer after shipment of the goods or completion of the ordered service unless otherwise stipulated in III. or separately. If the payment method is credit card or PayPal, the costs for ordered services or goods will be collected immediately after completion of the order process. No option to deduct discounts is provided.

c. If the customer enters into default of payment by receiving a warning after the due date or otherwise automatically after three days have elapsed since receipt of the invoice, TMH reserves the right to claim default damages (e.g. collection fees, reminder fees (for companies, 40.00 Euros in accordance with the statutory regulations), default interest).

d. When using a voucher, redeeming a voucher is considered equivalent to settling an invoice amounting to the voucher value or for the service described on the voucher. Points 6b. and 6c. are not relevant.

7. Reservation of title

Until complete payment, the delivered goods remain the property of TMH. The customer is obliged to properly insure the reserved goods that are still the property of TMH (i.e. theft, fire, water and low-voltage insurance). On request, evidence of appropriate insurance must be submitted to TMH. In case of damages, the customer's insurance claim is transferred to TMH.

8. Cooperation obligation of the customer

a. The customer is individually responsible for obtaining all necessary public and private authorization for the assembly, connection and operation of the charging infrastructure.

b. If the agreement involves the assembly and connection of the charging infrastructure or an installation check/site check, the customer must

(1) ensure that a suitable cleared space is provided for the installation check/site check, the assembly and connection of the charging infrastructure,

(2) perform any adjustment work to enable the assembly and connection of the charging infrastructure as well as subsequent operation,

(3) personally attend the installation appointment at the agreed time or be represented by an authorized third party,

(4) provide TMH or the third party engaged by TMH with the necessary information about the location of concealed power, gas, water lines or similar facilities along with the required static data, if required.

(5) grant TMH or the third party engaged by TMH the required rights of use, access and manipulation for the affected properties, buildings and rooms,

(6) guarantee that, insofar as the customer is not the owner of the property, the customer has obtained all authorizations in order to ensure the assembly and connection of the charging infrastructure and will fully indemnify and hold harmless TMH or the third party engaged by TMH in this regard.

c. If the assembly and connection of the charging infrastructure with regard to the services outlined under III is carried out by an installer not engaged by TMH, the customer must ensure that the installation is carried out within 3 months after the delivery of goods and the handover certificate is sent to TMH according to the latest template.

d. If it is not possible to perform the services at the agreed time due to a breach of the customer's cooperation obligations or other reasons for which the customer is responsible, a new date and time will be agreed and TMH is entitled to separately charge the extra costs for the delay of services or interruption of services (e.g. additional travel required).

9. Liability

a. The customer's claims to compensation for damages are excluded. This does not apply for the customer's claims to compensation owing to the injury of life, body or health, or to liability for other damages that are owing to a willful or grossly negligent breach of duty on the part of TMH, its legal representatives or agents. Furthermore, this does not affect liability for the breach of duties which are indispensable for the fulfillment of the contract, and for which the customer regularly relies and is entitled to rely on compliance, or for maliciously concealed defects. For merely negligent breaches of these contractual duties, TMH is only liable for foreseeable damages that are typical for this type of contract, unless customer's claims to compensation are due to the injury of life, body, or health.

b. Paragraph 1 also applies to the benefit of the legal representatives and agents of TMH if claims are asserted directly against these parties.

c. The regulations of product liability law remain unaffected.

d. Liability for indirect or consequential damages such as lost profits, unrealized savings, interruption of operation, third-party claims and damages owing to defects or loss of data are excluded as far as legally permissible.

e. Temporary disruptions, restrictions and/or interruptions of the ChargePilot web portal or TMH customer portal (e.g. due to maintenance work) are possible and are not considered a technical defect. They do not entitle the customer to claims for refunds and/or compensation.

f. The services owed by TMH under contract rely in part (see also Clause III.) on necessary communications infrastructure such as mobile or cable-based internet connections. TMH is not liable for damages that occur as a result of a disruption to the communications infrastructure and/or power supply. The same applies if the customer engages third parties to install and/or configure the components and/or the vehicle contains defects that make proper charging impossible at least temporarily. The Smart Charging Controllers acquired by TMH only work in conjunction with the software provided by TMH. The charging infrastructure acquired by the customer only works subject to the presence of additional conditions that TMH is unable to influence, in conjunction with the software provided by TMH.

g. In compliance with the applicable statutory regulations, TMH is only liable for damages for which a sufficient causal relationship can be identified.

h. In case of loss of data for which TMH is responsible, the liability of TMH is restricted to the expense required for data recovery.

i. No liability is accepted for consequences arising due to changes made by the customer or a third party to the software and/or charging infrastructure or due to improper handling or incorrect use of the software and/or charging infrastructure.

10. Claim for defects

a. The warranty is provided based on the statutory regulations.

b. Insofar as the customer is a company, the customer must inspect the goods promptly after delivery to the extent feasible in the ordinary course of business. If necessary, the goods must also be subjected to a functional test. If the

inspection or functional test reveals defects, TMH must be informed in writing without undue delay. The customer, who is an entrepreneur, must handle the goods with the due care of a prudent enterprise. If defects are not reported, all liability for defective goods is excluded. The quality of the goods is deemed as approved if no defect report is received by TMH within 14 days after delivery of the goods. Concealed defects that cannot be discovered within the above period can only be asserted against TMH if the notice of defects is received within one year after the handover of the goods.

c. TMH does not assume responsibility for warranty promises of equipment manufacturers.

d. If the installation of a product is not carried out by TMH or a third party authorized by TMH, TMH is not liable for faulty installation or defects or damages that can be attributed to the faulty installation, in particular failure to comply with the applicable installation regulations.

e. The customer, in particular if the customer is an entrepreneur, must describe defects in as much detail as possible and report them to TMH in writing.

11. Limitation period for claims for defects

a. If the customer is a company, defect claims for the manufacture and delivery of new goods become time-barred after one year. If the business customer resells the goods delivered by TMH during the course of usual business, the customer's recourse claims under Section 478 BGB remain unaffected, by way of derogation from the limitation period mentioned in Sentence 1.

b. If the customer is a consumer, defect claims for the manufacture and delivery of new goods become time-barred after two years, and defect claims involving the delivery of used goods become time-barred after one year.

12. References

The business customer agrees to be mentioned as a reference by The Mobility House GmbH after placing an order. The Mobility House GmbH is also entitled to use the business customer's logo on its own website and in marketing documents. This agreement can be withdrawn at any time without indicating reasons.

13. Transfer of contract

TMH is entitled to transfer this contract along with all rights and obligations to a company of its choice. If this contract is transferred to another company, the user is entitled to a special right of termination that must be asserted vis-à-vis TMH within one week after written notification.

14. Service and support

Customer inquiries (e.g. questions about operation, reports of technical disruptions etc.) can be submitted by email and/or phone from Monday to Friday from 8:00 a.m. to 6:00 p.m. Inquiries are generally answered within two working days. Nevertheless, the customer is not entitled to receive an answer within 2 days. Regulations deviating from Clause II. 13. must be agreed separately in writing between TMH and the user.

15. Force majeure

In case of obstacles to performance that are caused by force majeure or similar unforeseen events for which neither party is responsible, either contracting party is entitled to suspend the services owed under this contract for the duration of the impediment for as long as fulfillment is impossible due to this situation, provided that one contracting party receives notification of these circumstances from the other contracting party within two weeks after the occurrence of the force majeure event. This does not apply for payments owed under the respective contractual relationship.

16. Right of cancellation

If the customer as a consumer has concluded a contract with TMH concerning the delivery of goods, the private customer has a right of cancellation in accordance with the following cancellation policy:

a. Cancellation policy for goods

(1) Right of cancellation: The private customer has the right to withdraw from the contract within fourteen days without indicating reasons. The cancellation period is fourteen days starting from the day on which the private customer or a third party named by the private customer who is not the freight carrier took the last goods into their possession. In order to exercise the right of cancellation, the private customer must inform TMH: The Mobility House GmbH, St.-Cajetan-Straße 43, 81669 Munich, Germany, support@mobilityhouse.com, Fax: +49 89 4161430 80 by means of an unambiguous declaration (e.g. a mailed letter, faxed or email) regarding the customer's decision to withdraw from the contract. The private customer can use the [Sample Cancellation Form](#) for this purpose, though this is not required. To comply with the cancellation deadline, it is sufficient if the private customer sends the notification about exercising the cancellation right before the cancellation period has elapsed.

(2) Consequences of cancellation: If the private customer withdraws from a contract, TMH must reimburse all payments that TMH has received from the private customer including delivery costs (with the exception of additional costs resulting because the private customer chose a delivery

method other than the cheapest standard delivery method offered by TMH) without undue delay, no later than within fourteen days starting from the date on which TMH received the notification of withdrawal from the contract. For this reimbursement, TMH will use the same payment method that the private customer used for the original transaction unless otherwise expressly agreed with the private customer; the private customer will not be charged for fees due to this reimbursement under any circumstances. TMH can refuse reimbursement until the goods have been returned to TMH or until the private customer has provided proof that the goods were shipped back, depending on whichever date is earliest. The private customer must send back or hand over the goods to TMH without undue delay and no later than fourteen days after the date on which the customer informed TMH of its withdrawal from the contract. To observe the deadline, the private customer must send the goods before the period of fourteen days has elapsed. The private customer will bear the direct costs of return shipping for goods whether or not they can be shipped in parcels. The costs for return shipment of goods that cannot be shipped in parcels is estimated at no more than 30.00 Euros. The private customer only has to pay for a potential loss of value in the goods if this loss of value can be attributed to handling the goods in a manner other than as required to inspect their quality, characteristics, and functionality. The goods only need to be picked up by TMH or at the cost of TMH if this was separately agreed or if the goods cannot be sent back by mail according to the statutory regulations.

b. Cancellation policy for services

(1) Right of cancellation: The private customer has the right to withdraw from the contract within fourteen days without indicating reasons. The cancellation period is fourteen days starting from the date of contract conclusion. In order to exercise the right of cancellation, the private customer must inform TMH (at the contact address outlined under II. 16. a. (1)) by means of an unambiguous declaration (e.g. a mailed letter, faxed or email) regarding the customer's decision to withdraw from the contract. The private customer can use the [Sample Cancellation Form](#) for this purpose, though this is not required. To comply with the cancellation deadline, it is sufficient if the private customer sends the notification about exercising the cancellation right before the cancellation period has elapsed.

(2) Consequences of cancellation: If the private customer withdraws from the contract, TMH must reimburse the private customer for all payments that TMH has received from the private customer including delivery costs (with the exception of additional costs that are incurred because the private customer chose a delivery method other than the cheapest standard delivery method offered by TMH) without

undue delay and no later than within fourteen days starting from the date on which TMH received the notification of withdrawal from the contract. For this reimbursement, TMH will use the same payment method that the private customer used for the original transaction unless otherwise expressly agreed with the private customer; the private customer will not be charged for fees due to this reimbursement under any circumstances. If the private customer has requested for the services to begin during the cancellation period, the private customer must pay TMH an appropriate amount corresponding to the part of the service already completed by the date on which the private customer informs TMH of his or her withdrawal from the contract, in proportion to the total scope of the services outlined in the contract.

(3) Special note: For a contract concerning the provision of a service, the right to cancellation lapses prematurely if the contract is fully performed by both parties at the express request of the private customer before the private customer exercises the right of cancellation.

17. Data protection/Confidentiality

TMH obliges its employees to comply with the provisions of data protection law. More information can be found at "www.mobilityhouse.com/int_en/privacy-policy".

Furthermore, the contracting parties will treat as confidential any business and trade secrets of the other contracting party of which they obtain knowledge during the business relationship and after the end of the business relationship, unless one party releases the other party in writing from this obligation of secrecy.

TMH is obliged, and commits to obliging its employees through appropriate contractual provisions, to maintain secrecy concerning all documents handed over by the client, information exchange and knowledge obtained concerning this contract and its performance, even if they were not expressly designated as secret or confidential. The confidentiality obligation for TMH and its employees continues to apply after the end of the contract. This does not apply for disclosure to a court or an authority insofar as this disclosure occurs due to statutory obligations or based on the order of a court or an authority. Nor does this apply for those documents, information and knowledge obtained if and insofar as the customer consented in writing to their publication.

This obligation does not apply to information

(a) that was demonstrably known to the recipient when concluding the contract or subsequently became known due to a third party without any breach of a confidentiality agreement, statutory regulations, or official orders; or

(b) that was public knowledge when concluding the contract or subsequently became public knowledge as long as this is not due to a breach of this contract.

18. Amendment of these General Terms and Conditions

Unless otherwise specifically provided, TMH is entitled to amend or supplement these Terms and Conditions for continuing contractual relationships in the following manner:

TMH will notify the customer of any amendments or additions in writing within four weeks prior to such amendments or additions taking effect. If the customer disagrees with the amendments or additions to the contractual terms and conditions, the customer may object to the amendments or additions with one week's notice to the date on which the amendments or additions are intended to take effect. The objection must be made in writing and must be sent either by post to The Mobility House GmbH, St.-Cajetan-Straße 43, 81669 Munich or by e-mail to terms@mobilityhouse.com or by fax to +49 89 4161430 80. If the customer does not object, the amendments or additions to the contractual terms and conditions will be considered to have been approved by the customer. TMH is obliged to inform the customer of the changes or amendments to the contractual terms and conditions and of the consequences of the customer's conduct.

III. TMH Services

1. ChargePilot charging and energy management system

a. Scope of service, operation, use

(1) Based on a separate agreement, TMH also offers the customer the service ChargePilot – the charging and energy management system from TMH. This involves the sale of a service consisting of hardware and software.

(2) The contracting partner must protect the access rights granted to the customer - in particular the access details required for the use of ChargePilot - from access by third parties and must not pass this data on to unauthorised third parties. If the contracting partner incurs the risk of improper or unauthorised use of the certificate and/or access rights, e.g. due to staff turnover or organisational change, the contracting partner must inform TMH in writing without delay and ensure that the access rights are changed without delay.

(3) With the exception of the non-exclusive rights of use for the software granted to the customer during the term of the contractual relationship, the ownership and all rights including (to the extent existing under applicable law) industrial property rights and supplementary ancillary copyrights in ChargePilot will remain the property of TMH or the relevant rights holders. The contracting party is not entitled to provide third parties access to the ChargePilot

services and/or to enable third parties to use ChargePilot without the prior written consent of TMH. In addition, any other use of ChargePilot, beyond non-exclusive rights of use, is not permitted.

(4) TMH is authorised to suspend the access of the customer to ChargePilot immediately, if

(a) the client breaches the data or information security safeguards and/or the confidentiality of access rights;

(b) the customer breaches the confidentiality agreed under (2);

(c) the customer unlawfully breaches the access rights granted under (3);

(d) the customer seeks to gain access to the intellectual property of TMH, such as the source code of ChargePilot;

(e) a risk of damage to or interference with the systems of TMH or a risk of injury to other project participants or the general public exists;

(f) the processes or data transmitted by the contracting party via shared IT interfaces are in breach of applicable legal provisions or violate the rights of third parties; or

(g) circumstances exist, which entitle TMH to terminate the contract without notice (cf. Section III. 1. b. (4)).

TMH will inform the customer about the suspension of access, specifying the reasons for such decision. TMH retains the right to assert a claim for damages in addition to this. The customer is obliged to continue paying the contractually agreed fee for the duration of the suspension.

b. Formation of contract, duration, default of payment, price adjustment, termination

(1) The following applies to business customers within the meaning of § 14 BGB:

(a) The contract for the services offered under Clause III. 1. can be concluded as a subscription for a period of 24 months, as an advance payment for several years or as a "lifetime" model with a one-off payment. The duration of the advance payment model is based on the contractually agreed term. In the case of contracts with an agreed one-time payment, including the "lifetime" offer, the contracts concluded are contracts with an indefinite term, for which ordinary termination with the consequence of a repayment obligation is excluded. Upon conclusion of the contract, the customer must effect a one-off payment to be agreed individually with TMH.

(b) Regardless of the contract in question, the contract commences from the time when the customer initially uses the service offered by TMH, but no later than 3 months following the delivery of the goods or if the commencement of the contract is delayed further after the expiry of these 3 months due to a breach of the customer's duty to cooperate or other reasons for which the customer is responsible, irrespective of the services not yet rendered by TMH. The above does not apply, if this has been agreed otherwise in writing between TMH and the user. Upon commencement of the contract term, the costs specified under Section III. 1. c.) apply in full.

(c) If the contract was concluded as a subscription, it shall be automatically renewed for another 24 months following the expiry of 24 months, subject to Section III. 1. b. (3), unless it was terminated before the end of the 23rd month. The contract shall thereafter be renewed for an indefinite period of time with a notice period of one month (cf. Section III. 1. b. (3)). If an advance payment model with a specific term has been agreed on, the contract terminates automatically after expiry of the agreed term without any further declarations on the part of either of the contracting parties being required. Contracts concluded with one-time payment (including "lifetime" offer) are open-ended and therefore do not terminate.

(d) If the customer defaults on payment, TMH is authorised to suspend the services agreed under the contract until the customer has complied with its payment obligations in full or until the parties have concluded a separate written agreement.

(e) TMH is entitled to adjust the applicable price list to changing market conditions, if there are significant changes in procurement costs, changes in value added tax or procurement prices, provided that the contract is extended. In the event of price changes, which substantially exceed the regular increase of the cost of living, the customer will be granted a special right of termination, which must be exercised by the customer within two weeks after written notification to TMH in writing (cf. Section III. 1. b. (3)). In this event, TMH will inform the customer of this in text form.

(2) The following applies to consumers within the meaning of § 13 BGB:

(a) The contract can be concluded for the services offered under Section III. 1. as a subscription for the duration of 24 months.

(b) The contract starts on the date the customer first uses the service and no later than 3 months after the delivery of the goods, unless otherwise agreed in writing between TMH and the user. If the start of contract is further delayed for 3

months after the delivery of goods due to a breach of the customer's cooperation obligations or other reasons for which the customer is responsible, the contract term begins regardless of the services that TMH is not yet able to provide. At the start of the contract term, the costs outlined under III. 1. c.) are due in full.

(c) The contract shall be automatically renewed for another 24 months following the expiry of 24 months unless it was terminated before the end of the 23rd month. The contract shall thereafter be renewed for an indefinite period of time with a notice period of one month (cf. Section III. 1. b. (3)).

(3) An ordinary right of termination is not applicable for the prepayment scheme, the lifetime scheme and the initial contract term of the subscription scheme with a duration of 24 months. Both parties can terminate the contractual relationship for a subscription contract of twenty-four months by the end of the month preceding the last month of the initial contract term, i.e. by the end of the twenty-third month. If the contractual relationship has already been renewed, both contracting parties may terminate the contractual relationship in writing by email, with a notice period of one month to the end of the next quarter. The receipt of the written declaration by TMH is authoritative for termination. The same conditions apply for individual ChargePilot modules and packages designated as such.

Termination is declared in writing by sending an email to the email address support@mobilityhouse.com or by post to The Mobility House GmbH, St.-Cajetan-Straße 43, 81669 Munich, including the customer's name and customer address, postal code, place of residence or business, and desired date of termination. The right of both parties to terminate the contract without notice remains unaffected.

(4) Both TMH and the user are entitled to terminate the contractual relationship without notice for good cause. TMH is considered to have good cause for terminating the contract particularly if the customer is in default of payment for more than 14 business days or if collection of claims from the customer is not possible and TMH set a grace period of 8 business days for the customer to remedy the situation. Good cause is also considered to exist if TMH is not able to continue providing the service. In case termination without notice is due to the fault of the customer, TMH reserves the right to demand compensation for the damages caused to TMH as a result of prematurely ending the contractual relationship and not properly performing the contract up to the earliest possible ordinary date of termination.

c. Costs

The customer must pay TMH for the costs of the service offered under Clause III. 1. based on a separated agreement.

2. ChargePilot – Billing Portal

a. Scope of service and prices

(1) TMH offers the customer the service ChargePilot – the billing portal – together with a billing partner under a separate agreement. This is an online platform for the management of charging stations, charging processes and charging station users. The service is only available in connection with smart, OCPP-enabled charging stations.

The service of TMH in this respect is limited to the creation and administration of your account and sub-accounts, the charging stations under your name, the administration of the charging cards as well as all support services for the billing portal. The service is subject to a non-recurring set-up fee, which will be charged in accordance with a separate individual agreement. TMH can only provide services linked to the billing portal subject to acceptance by the customer or the fee-paying users of the terms of use and subscription of the billing partner (cf. Section III. 2.b).

(2) The billing portal allows companies and users to charge electric cars for a fee or free of charge at a charging station at the respective company's premises. The company issues RFID cards, with prior activation by TMH, for identifying users at the charging stations who are charged or not charged. TMH assumes no responsibility for the verification of whether the vehicle being charged is actually the intended user.

(3) In addition, the billing portal also allows companies to charge guests (unknown users), whose electric vehicle can be charged or not charged, at a charging station at the company's premises. The station can be advertised on the networks of supported charging card or charging app providers.

(4) The billing portal also allows users of company vehicles to be refunded automatically by the company when charging at the private charging station at home and when charging the electric vehicle used for business purposes.

To this end, the user of the company vehicle gives the company, TMH and its service providers permission to link the private charging station into the billing portal, if applicable, and to process the data supplied.

The user of the company vehicle must ensure that only vehicles approved by the company are charged at the charging station and, if necessary, provide written proof of this. TMH assumes no liability for the accuracy of the data

provided by the user regarding the charged vehicles. TMH is not obliged to verify the data.

(5) The company and users of company vehicles, who are subject to a charge, can always access an overview of all charging processes in the billing portal. It is also possible to administer charging stations incl. rates, users and customer data.

(6) If TMH creates a new user or an RFID card as a service on behalf of the user or the company, TMH will bill either the company or the user in accordance with the offer/framework agreement.

(7) TMH does not accept any liability for the accuracy of the data provided. TMH is not required to provide any advance performance and accepts no liability for delays in payments. TMH is authorised to have individual services carried out by third parties.

b. Performance of the billing partner

(1) All services regarding the operation of the platform as well as station and card subscriptions and automated billing are directly agreed with the billing partner in accordance with the special terms of use and subscription terms.

(2) To this end, the billing partner concludes a contract with each customer according to the terms of use and subscription terms of the billing portal. The contract becomes effective upon acceptance of the offer by TMH or the initial registration of the user on the platform or the activation of the charging stations or charging cards by actively agreeing to the terms and conditions of subscription concluded.

(3) When charging the electric vehicles, the billing partner assumes responsibility for billing the electricity charges incurred by the users, who are charged, and the charging card or charging app providers, in accordance with the terms and conditions of their subscriptions. In addition, the billing partner will pay for the electricity used at home by users charging their company vehicles. Costs incurred by charging are reimbursed to the company by the billing partner according to the rate specified or invoiced.

(4) The company or the chargeable users will be invoiced on a monthly basis by the billing partner of TMH for the fee for station and card subscriptions and for the charging costs, respectively, in accordance with Section III. 2. e.

c. Cooperation obligation of the customer

(1) The customer must check that all data provided in the billing portal, in particular the bank details, are correct and updated. The customer data must be reviewed and, if necessary, updated or completed. The user is obliged to provide all data in a truthful manner.

(2) Regardless of whether the customer is a consumer within the meaning of § 13 BGB or an entrepreneur within the meaning of § 14 BGB, the customer must keep all access rights provided to him/her secure and protected from misuse. This data must not be transferred to third parties.

(3) The company is required to inform the users in writing of the rate per kilowatt hour (€/kWh) before billing or charging, if these charging stations are not available to the public. Any changes to the rate will take effect immediately after the change is made in the billing portal. The company is obliged to inform all users in writing before the new rate comes into effect.

(4) The company is reminded that in Germany the billing of charging processes may only occur at calibrated charging stations. TMH and the billing partner assume no liability if uncalibrated stations are used.

(5) The loss or theft of an RFID card must be immediately reported to TMH. Following notification of the loss or theft, TMH may block the RFID card by using the card's identification number. All transactions effected with the RFID card, before this card has been reported lost or stolen by the user and blocked by TMH, will be charged to the user.

(6) The customer will be provided with a new RFID card by TMH at an additional cost, if the RFID card is lost or stolen.

(7) The user is only authorised to activate one vehicle assigned to each RFID card. In the event of breach of contract and the activation of several vehicles/users using the same RFID card, TMH reserves the right to impose a contractual penalty on the user amounting to a surcharge of 100% of the acquisition costs for each breach, in addition to the expenses not incurred for the procurement of an additional RFID card. TMH reserves the right to claim further damages, in which case the contractual penalty incurred so far will be offset against the damages. Furthermore, TMH is entitled to temporarily block the RFID card.

d. Conclusion of contract, term, default of payment, price adjustment, termination

(1) Regarding the performance of TMH

(a) The contract for the services provided by TMH as specified in Section III. 2. a. is concluded for a period of 24 months. The contract comes into force when the customer makes use of the services for the first time, but not later than three months after the commissioning, unless otherwise agreed in writing between TMH and the user. The service is deemed to have been made use of as soon as at least one of the customer's charging stations is connected to the platform. The contract shall be automatically renewed for another 24 months following the expiry of 24 months unless it was terminated before the end of the 23rd month. The contract shall

thereafter be renewed for an indefinite period of time with a notice period of one month (cf. Section III. 2. d. (1) (d)).

(b) If the customer is in default of payment, TMH is entitled to suspend the agreed services.

(c) TMH is entitled to adjust the relevant price list to any changes of the market conditions, in particular in the event of significant changes in the procurement costs, changes in the value added tax or in the procurement prices, when extending the contract. In the event of price increases, which significantly exceed the regular increase of living costs, the customer has an extraordinary right of termination for a period of two weeks after notification of the intended price change, which he must assert in writing against TMH. This will be communicated to the customer by TMH in text form in such cases.

(d) Both parties may terminate the present contractual relationship by the end of the month preceding the last month of the initial contract term, in other words, by the end of the twenty-third month. If the contractual relationship has been extended, both contracting parties may terminate the contractual relationship in writing by e-mail subject to a notice period of one month to the end of the subsequent quarter. The date of receipt of the written notice of termination by TMH applies.

Termination must be made in writing by e-mail to the e-mail address support@mobilityhouse.com or by post to The Mobility House GmbH, St.-Cajetan-Straße 43, 81669 Munich, stating the customer name and address, postcode, place of residence or establishment and the desired date of termination. This does not affect the right of both parties to terminate without notice.

(e) TMH as well as the user are entitled to extraordinary termination of the contractual relationship due to good cause. Good cause exists for TMH for the termination of the contract in particular, if the customer is in default of payment for more than fourteen working days, or if it is not possible to recover the receivables from the customer and TMH has given the customer a period of eight working days to remedy the situation to no avail. Good cause also exists, if TMH is unable to continue to provide the service. In the event of reasons for extraordinary termination caused by the customer through fault, TMH reserves the right to demand compensation for damages incurred by TMH due to the premature termination of the contractual relationship and failure to perform it properly until the next possible termination date.

(2) With respect to the billing partner

The conclusion of the contract, the term, the event of default in payment, a price adjustment as well as the possibility of termination are agreed individually between the customer/user and the billing partner.

e. Costs

The customer must pay costs for the service provided under Section III. 2. to TMH or the billing partner in accordance with a separate agreement. The amount of the costs will be agreed with TMH on the basis of the offer.

Any additional users/charging stations added by the customer or by TMH on behalf of the customer will be billed for the entire month as of the moment of activation.

f. Deletion of the customer account

TMH reserves the right to delete or deactivate as well as terminate user accounts, which have been inactive for a period of twelve months or longer. This deletion period will only begin as of the thirteenth month after the contract was concluded and the account was set up. Consequently, deletion of the customer account is possible at the earliest as of the beginning of the twenty-fifth month after the contract was concluded and the account was set up. "Inactive" refers to the absence of any log-in on the site or on the platform provided by TMH within a period of 12 months. TMH will notify the customer 30 days prior to the expiry of this twelve-month period following the last log-in on the site using one of the contact channels specified during registration and opening of the customer account, and will inform the customer of the imminent closure/deletion of the customer's account in 30 days' time.

After deletion, all data stored in the customer account by the customer will be deleted so that the customer no longer has access to it.

3. Updates

TMH will provide the user/customer with updates for TMH software as needed during the contract term. These generally involve enhancements of the standard products and ensure contractual functionality. The customer/user will not be charged any additional fees for such updates.

4. Upgrades

Where relevant, TMH may offer upgrades of the originally acquired software to the customer/user during the contract term in exchange for a fee. These generally involve additional product modules and packages that can be separately ordered or acquired by the customer/user.

IV. Final provisions

1. These General Terms and Conditions are subject to the

laws of the Federal Republic of Germany, to the exclusion of the UN Convention on the International Sale of Goods.

2. English is the sole contract language.

3. The place of jurisdiction for all disputes concerning contractual relationships between the customer and TMH is Munich if the customer is a company, a legal entity under public law or a public-law special fund.

4. The remaining sections of the contract remain binding even if individual points are legally invalid.

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