

## **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**

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. By clicking the button "ORDER NOW", the customer submits a binding order for the goods in the shopping cart. Confirmation of order receipt occurs together with acceptance of the order directly after sending in the form of an automatic email. The purchase agreement is established by this email confirmation.

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, 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. The previously paid purchase price will be reimbursed 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 delivery of the goods or completion of the ordered service unless otherwise stipulated in III. or separately. 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 without being requested to do so.

(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 without undue delay. The business customer 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 business customer 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. Offsetting**

The customer only has the right to offset claims if the counterclaims are established by a legal decision or uncontested.

#### 14. 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.

#### 15. 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 14. must be agreed separately in writing between TMH and the user.

#### 16. 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.

#### 17. 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. 17. 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.

#### **18. 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](http://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.

### **III. TMH Services**

#### **1. ChargePilot charging and energy management system**

##### **a. Scope of service**

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.

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

(1) The contract for the services offered under Clause III. 1. can be concluded as a subscription for a period of 24 months or with a one-time payment for a period of 60 months. It 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. After 24 months have elapsed, the subscription contract is renewed automatically for another 12 months unless it was terminated in advance by one of the parties (see III. 1. b. (3)). If one-time payment was agreed, the contract ends automatically after 60 months have elapsed.

(2) 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.

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

(4) In the event that the contract is renewed, TMH is entitled to adjust the relevant price list to changing market conditions in case of significant changes to the procurement costs, changes to VAT or to procurement prices. If the price increases significantly exceed the regular increase in costs of

living, the customer is entitled to terminate the contract. In such cases, TMH will inform the customer of these circumstances.

(5) Both parties can terminate the contractual relationship in writing after the end of the first contract term 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](mailto:support@mobilityhouse.com) 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.

(6) 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.

#### d. Module: Billing

##### (1) Scope of service and prices

TMH offers a billing service together with the ChargePilot. Detailed descriptions of the specific services can be found at [www.mobilityhouse.com](http://www.mobilityhouse.com). The service is restricted to recording power consumption for certain charging processes, recording the power costs incurred, and managing billing.

(aa) The billing module enables companies to allow users such as employees, users of company cars or guests to charge their electric car at a charging station on the company premises either free of charge or for a fee. RFID cards are used to identify free users or paying users at the charging stations. TMH does not check whether the car being charged actually corresponds to the user. On behalf of the company,

TMH handles the billing of electrical costs between the company and the paying users who generate these costs when charging their electric vehicles. TMH accepts no liability for the accuracy of the data provided. TMH charges the company a service fee for the provision of services according to a separate agreement. The paying users are billed for the electrical costs incurred on behalf of the company and the company is reimbursed accordingly after TMH has received the determined amount from the paying user. TMH is not obliged to make advance payment and accepts no liability for delays in payments if a paying user fails to pay, does not pay in full, or pays late. The company also obtains an overview of all charging processes.

(bb) The service fee is billed to the company along with the ChargePilot bills. The electrical costs incurred by paying users are reimbursed on a quarterly basis to the bank account provided by the company after TMH receives the relevant invoice amounts.

(cc) The electrical costs incurred by each paying user is billed to this user on a quarterly basis on behalf of the company and withdrawn from the user's account by automatic direct debit. The deadline for prior notification of the SEPA direct debit is reduced to one day. The user must ensure that the outstanding amounts can be withdrawn from the indicated bank account. If the automatic direct debit cannot be carried out, TMH will charge the user a processing fee of 10 Euros (net) for each incorrect process during billing.

(dd) In case of a breakdown in the data connection, incorrect measurement values etc., TMH and the company agree that charging processes which last longer than 5 minutes will be remunerated at a maximum of €5 if TMH is responsible for the breakdown. In this case, no bill will be issued to the user.

##### (2) Obligations of the company

(aa) The company is obliged to send the completed annex "Information concerning the billing module" to TMH along with the ChargePilot contract.

(bb) The company concludes a contract with each user according to the template provided by TMH. This contract clarifies the billing address, billing conditions, direct debit mandate, RFID management, data protection, etc. The company will send a copy of the contract to TMH including the user's activation information. TMH will bill for the creation of new users on a monthly basis according to the contractual agreement.

(cc) The company is obliged to inform TMH and the users in writing of the charging rate based on Kilowatt hours (€/kWh) before billing and before the charging processes,

respectively. Rate changes enter into force at the start of the following month if they are received by TMH in writing 3 business days before the start of the month. The company is obliged to inform all users in writing before the new rate enters into force.

(cc) The company is notified that charging processes can only be billed at calibrated charging stations. The offered solution can only be used in conjunction with charging stations featuring a storage and display module.

### (3). Liquidated damages

User identification at the charging station and the provision of services occur by means of an RFID card or RFID chip. These are used exclusively to identify the user at charging stations where the corresponding RFID number is stored. TMH only checks the identification of the user.

(aa) Loss or theft of the RFID cards must be reported promptly to TMH. After receiving the loss or theft report, TMH may block the RFID card using the card identification number. The user will be charged for all transactions placed with the RFID card before the card was reported by the user as lost or stolen and blocked by TMH.

(bb) In the event of loss or theft of the RFID card, TMH will issue a new RFID card to the user in exchange for an additional fee.

## 2. TMH billing service

### a. Scope of service and prices

TMH offers a billing service "@home" (see III. 2.a. (1)) and a billing service "@work" (see III. 2.a. (2)) that can be used in combination with the smart charging stations or smart meters offered by TMH. Detailed descriptions of the specific services and specific applicable prices (e.g. setup fees, service fees, fees for creation and management of additional charging stations and users) can be found at [www.mobilityhouse.com](http://www.mobilityhouse.com). The service provided by TMH in connection with the TMH billing service product is restricted to recording power consumption for certain charging processes, recording the power costs incurred, and managing billing.

(1) The billing service "@home" enables the users of company vehicles (users) to receive reimbursement from the company for privately paid electricity used to charge electric vehicles provided for business purposes. User identification at the charging station can occur using an RFID card (see III. 3.c). TMH does not check whether the car being charged is actually a company car. TMH only checks the identification of the user who asserts a personal claim to the company. On behalf of the user, TMH will also calculate the electrical costs and bill the electrical costs incurred between the user and company. TMH accepts no liability for the accuracy of the data provided. TMH charges the company a service fee for the provision of the billing service according to a separate agreement.

aa. TMH will bill the company on a monthly basis for TMH's service fee and the costs incurred for the user by charging at home.

bb. TMH will reimburse the customer on a monthly basis for the charging costs incurred through a payment to the bank account provided by the user after TMH has obtained the amount from the company. TMH is not obliged to make advance payment. The user also obtains an overview of all charging processes. TMH accepts no liability for delays in payments if the company fails to pay, does not pay in full or pays late.

cc. The user must ensure that only vehicles authorized by the company are charged using the billing service @home and may be required to provide written proof. TMH accepts no liability for the accuracy of the data provided by the user concerning the charged vehicles. TMH has no obligation of verification.

(2) The billing service "@work" enables companies to allow users such as employees, users of company cars or guests to charge their electric car at a charging station on the company

premises either free of charge or for a fee. RFID cards can be used to identify free users or paying users at the charging stations (see III. 3.c). On behalf of the company, TMH handles the billing of electrical costs between the company and the paying users who generate these costs when charging their electric vehicles. TMH charges the company a service fee for the provision of services according to a separate agreement. The paying users are billed for the electrical costs incurred on behalf of the company and the company is reimbursed accordingly after TMH has received the determined amount from the paying user. TMH is not obliged to make advance payment and accepts no liability for delays in payments if a paying user fails to pay, does not pay in full or pays late. The company also obtains an overview of all charging processes.

aa. The service fee is billed to the company on a monthly basis. The electrical costs incurred by paying users are reimbursed on a monthly basis to the bank account provided by the company after TMH receives the relevant invoice amounts.

bb. The electrical costs incurred by each paying user is billed to this user on a monthly basis on behalf of the company and withdrawn from the user's account by automatic direct debit. The deadline for prior notification of the SEPA direct debit is reduced to one day. The user must ensure that the outstanding amounts can be withdrawn from the indicated bank account. If the automatic direct debit cannot be carried out, TMH will charge the user a processing fee of 10 Euros (net) for each incorrect process during billing.

b. Formation of contract, duration, price adjustment, termination of the TMH billing service

(1) The contract for the billing service product (see III. 2.a.) is established for a duration of 12 months. It starts on the date the customer first uses the service(s). After 12 months have elapsed, the contract is renewed automatically for another 12 months unless it was terminated in advance by one of the parties (see III. 2.b (3)).

(2) In the event that the contract is renewed, TMH is entitled to adjust the relevant price list to changing market conditions in case of significant changes to the procurement costs, changes to VAT or to procurement prices. If the price increases significantly exceed the regular increase in costs of living, the customer is entitled to terminate the contract. In such cases, TMH will inform the customer of these circumstances.

(3) Both parties can terminate the contractual relationship in writing by email, with a notice period of one month before the end of the first contract term, or if the contract is renewed automatically, 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.

Termination is declared in writing by sending an email to the email address [support@mobilityhouse.com](mailto:support@mobilityhouse.com) 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 for the billing service 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.

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

c. Accounting, direct debit, liquidated damages

(1). The customer is given access to a customer portal provided by TMH. Customer data must be reviewed and updated or completed if necessary. The user is obliged to enter all data truthfully. If payment is made by automatic direct debit, the user must also upload a direct debit authorization from the company issued by an authorized individual to the benefit of TMH, unless this is already stored in the customer portal. The user is obliged to adjust changes to user data promptly in the customer portal or to inform TMH in writing.

(2). User identification at the charging station and the provision of services according to Clauses III. 1. to III. 2. occur by means of an RFID card or RFID chip. These are used exclusively to identify the user at charging stations where the corresponding RFID number is stored. TMH only checks the identification of the user.

aa. Loss or theft of the RFID cards must be reported promptly to TMH. After receiving the loss or theft report, TMH may block the RFID card using the card identification number. The user will be charged for all transactions placed with the RFID

card before the card was reported by the user as lost or stolen and blocked by TMH.

bb. In the event of loss or theft of the RFID card, TMH will issue a new RFID card to the user in exchange for an additional expense fee.

cc. The user is only entitled to authorize one allocated vehicle per RFID card. In case of culpable violation and authorization of multiple vehicles/users with the same RFID card, TMH is entitled to assert liquidated damages against the user amounting to a 100% surcharge of the acquisition cost per violation in addition to saved expenses for the acquisition of an additional RFID card. TMH reserves the right to assert more extensive damage claims, whereby the previous liquidated damages will be offset against the damage claim. In addition, TMH is entitled to temporarily block the RFID card.

### 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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