General Terms & Conditions

1. Scope of Application

These Contract Terms apply to all Partner Agreements entered into between Hubject Inc. ("**Hubject**") and its Partners. These Contract Terms are incorporated into and deemed a part of the Partnership Agreement and its Appendices. Each Appendices and these Contract Terms, together, form the "**Agreement**". By executing either in writing or electronically, the Partner agrees to be bound by this Agreement. Capitalized terms not otherwise defined in these Contract Terms will have meanings assigned to them in the Definitions

2. Intercharge Bundling

Subject to the terms of this Agreement, the Partner may use the Plaform to register any charging station operated by the CPO itself and/or any of its own EV drivers:

2.1 CPO

CPO may use the Platform to register any charging station operated by the CPO itself and also any charging station which is owned or otherwise the property of any other entity if that entity has engaged the CPO to operate such charging station ("**Bundled Providers**"). The same shall apply with respect to any charging station that is operated by an entity affiliate of CPO, where and to the extent that CPO has designated such entity to Hubject in writing as being entitled under this Agreement ("**Affiliate**").

Any charging station operated by an Affiliate or Bundled Provider, once registered on the Platform, shall be deemed to be a charging station of the CPO. Accordingly, each Bundled Provider or Affiliate shall be deemed to be acting as an agent of the CPO, with the CPO fully liable for any and all actions or inactions of the Bundled Provider and Affiliates, including any failure to comply with the terms of this Agreement

2.2 EMP

EMP may use the Platform to register any of its own EV Drivers and also any EV Drivers who are a customer of any other provider of eMobility services, which has authorized EMP to do so ("Bundled Providers"). The same shall apply with respect to any EV Driver who is a customer of any entity affiliate of EMP, where and to the extent EMP has designated such entity to Hubject in writing as being entitled under this Agreement ("Affiliate").

Any EV Driver who is a customer of an Affiliate or Bundled Provider, once registered on the Platform, will be deemed to be an EV Driver of EMP. Accordingly, each Bundled Provider or Affiliate shall be deemed to be acting as an agent of EMP, with EMP fully liable for any and all actions or inactions of the Bundled Providers and Affiliates, including any failure to comply with the terms of this Agreement.

For the avoidance of doubt, no Bundled Provider or Affiliate will be deemed a third party beneficiary of this Agreement and will have no direct rights under this Agreement. Any action to enforce this Agreement must be brought by the Partner identified in the Order Form. The Partner will have written agreements with each Bundled Provider and Affiliate that disclaims all liability and warranties of Hubject. The Partner is solely responsible for ensuring its Affiliates and Bundled Providers comply with all relevant terms of this Agreement, and any failure to comply will constitute a breach by the Partner.

3. Restrictions

The Partner may only use the Platform and/or Ecosystem as described in this Agreement and in the current documentation made generally available by Hubject regarding use of the Platform and Ecosystem. Except

as expressly authorized by this Agreement, the Partner will not, and will not allow any third party to: (i) permit any third party, including any Bundled Provider, to access or use the Platform or Ecosytem, other than an Affiliate; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Platform or Ecosystem, except to the extent expressly permitted by applicable law; (iii) use the Platform, Ecosystem or any Hubject Confidential Information to develop a competing product or service; (iv) uses any Confidential Information disclosed by Hubject to dispute the validity of any Hubject's intellectual property rights, including those comprising the Platform; Ecosystem; and, (v) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the documentation and Platform or Ecosystem. Under no circumstances will Hubject be liable or responsible for any use, or any results obtained by the use, of the Platform or Ecosystem in conjunction with any services, software, or hardware that are not provided by Hubject. All such use will be at the Partner's sole risk and liability.

The Partner shall be solely responsible for all activities using its login credentials to the Platform and Ecosystem. The Partner shall protect and secure those credentials from use by unauthorized third parties.

4. Platform & Ecosystem Setup; Maintenance

Hubject will create accounts for the Partner and/or Ecosystem on the Platform, provide reasonable access to the Hubject test system, and test the connections established by the Partner (collectively the "Setup Services"), all as more practically described in Hubject's generally available documentation for the Setup Services. The Parties will work together to complete the Setup Services within three (3) months after payment of the corresponding fees. The Partner is responsible for cooperating with Hubject and providing any and all relevant information to complete the Setup Services. Hubject will maintain, update, make corrections, and administer the Platform in accordance with the provisions set forth in the **Appendix [Service Level Agreement]**. Hubject may, from time-to-time and in its discretion, modify, add, or remove functionality and services from the Platform and Ecosystem. Notice of any material changes will be posted on Hubject support website. Hubject may, without prior notice, immediately suspend the Partner's access to the Platform and Ecosystem to protect the Platform and Ecosystem from damage or disruption or to avoid or minimize legal liability.

5. Communication

5.1 Intercharge ("Platform")

a) Any and all communication taking place between Hubject, the EMP, and any CPO or service provider under or for the purposes of the Agreement shall be effected in the form of web-based communication. All such communication must be capable of being performed in real time as defined in greater detail in that Appendix.

b) Any and all other communication taking place between the Parties shall be affected via an individual account created on the Platform for the Partner by Hubject. Except as otherwise provided in this Agreement, or the Appendices hereto, that account may also be used to submit any legally binding declarations in relation to this Agreement (e.g., termination notices). In no event, however, shall the account be used to submit any legally binding declarations of either or both Parties which relate to the processing of personal data by Hubject on behalf of Partner, which must be made in writing and signed by the Parties

5.2 Plug&Charge ("Ecosystem")

Any back-end communication between CPO and Charging Station (EVSE) must use Open Charge Point Protocol (OCPP).

6. Billing

6.1 Intercharge (“Platform”)

Once an authorized charging session is completed, the CPO shall deactivate the relevant charging station for the EMP and promptly provide to the EMP using the Platform or through any other method as expressly designated by Hubject all Charge Detail Records data relating to the use of the charging station by the EV Driver (“**Charge Detail Records**”),which include the start and end time of the charging session and the meter readings before and after charging, among other data as required by Hubject. If the CPO is not able to promptly transmit or provide such information and data because of a cause beyond the CPO’s reasonable control that it could not have mitigated, avoided, or prevented through the exercise of reasonable care and precautions, the CPO shall securely store the Charge Detail Records and other required information and transmit the Charge Detail Records and information within fourteen (14) days after the end of the applicable charging session. In this process, The CPO shall not provide any personally identifiable data of the EV Driver.

The CPO shall further notify Hubject of the fees it applies to the charging services for use of the charging stations it has registered on the Platform and enter such fee information on the Platform. The CPO shall immediately notify Hubject of any changes there to and make the corresponding changes on the Platform. For changes to fees, the notice periods set out in the eRoaming Agreement shall apply. In determining the applicable fees, the CPO may choose to apply either a uniform fee system covering all of its Platform-registered charging stations or, subject to the technical functionality provided on the Platform, a fee system that uses varying fees for different categories of charging stations.

6.2 Plug&Charge (“Ecosystem”)

The Partner is responsible for payment as described in the Appendix [Fees & Payment] and Section 7 ‘Fees; Payment Terms.

7. Fees; Payment Terms

7.1 All fees paid are non-cancellable and non-refundable. Fees do not include applicable sales, use, excise, and other taxes, tariffs, and governmental charges and assessments. In addition to any other payments due under this Agreement, the Partner will pay, indemnify, and hold Hubject harmless from any and all such taxes and charges which are levied or imposed by reason of the performance of this Agreement and provision of the Platform; Ecosystem; excluding, however, income taxes on profits which may be levied against Hubject.

7.2 For the avoidance of doubt, the CPO shall be responsible for the payment of all sales tax associated with the sale of the charging session services to EV Drivers.

7.3 Intercharge (“Platform”)

For the purpose of enabling Hubject to implement its pricing system EMP shall provide to Hubject the EVCO IDs and (where applicable) UIDs assigned to each EV Driver. If EMP fails to provide such information in a timely fashion before the end of the billing period, Hubject shall be entitled to charge the fee based on the number of EVCO-IDs and UIDs contained in the Charge Detail Records or uploaded to the Platform. All fees paid are non-cancellable and non-refundable. Fees do not include applicable sales, use, excise, and other taxes, tariffs, and governmental charges and assessments.

8. Changes and Amendments

8.1 Hubject may, at any time and in its sole discretion, change the fees set forth in the Agreement and Appendices, modify the terms of these Contract Terms, subject to the conditions set out below.

8.2 Any changes or amendments Hubject intends to make shall be announced on the Platform and Ecosystem, to be published no later than three (3) months before the end of the relevant quarter and planned changes to the Agreement, fees, or Contract Terms to be published no later than two (2) months before the end of the relevant quarter; in addition, Hubject shall notify the Partner via Partner's account of the intended change or amendment. Any changes or amendments announced accordingly on the Platform and/or Ecosystem will take effect at the start of the quarter following their publication.

8.3 Where Hubject intends to make any changes or amendments pursuant to Section 10.1 above, the Partner may terminate this Agreement for convenience. If the Partner wishes to exercise this right to termination, it shall do so within one (1) month after it receives notice of the change via its account. This Agreement will then be terminated, effective on Hubject's receipt of the termination notice.

8.4 The Partner's right to terminate this Agreement, as provided above, does not apply to any technical changes to interfaces made by Hubject and any amendments made to the Appendices hereto in connection therewith if and where such changes or amendments are merely aimed at resolving minor technical issues, and do not require any changes to the underlying data model or data processing procedures. However, Hubject shall, in any event, notify the Partner of any such changes or amendments in a timely manner.

8.5 In the event the Partner fails to provide notice of its intent to terminate within the period set forth above, the Partner shall be deemed to have consented to and be bound by the change. No change or amendment may have a retrospective effect.

8.6 The Partner may not modify or amend this Agreement unless reflected in a written amendment signed by both Parties.

9. Liability; Disclaimers; Indemnification

9.1 THE PLATFORM, ECOSYSTEM, MOBILE APPLICATION, AND SERVICES PROVIDED BY HUBJECT AND ITS VENDORS AND LICENSORS ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. HUBJECT AND ITS VENDORS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HUBJECT OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE ANY WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF HUBJECT'S OBLIGATIONS HEREUNDER. THE PLATFORM, ECOSYSTEM AND MOBILE APPLICATION MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CPO ACKNOWLEDGES AND AGREES THAT HUBJECT AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR, (II) UNAUTHORIZED PARTIES (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CPO'S DATA, WEB SITES, COMPUTERS, OR NETWORKS.

9.2 NEITHER HUBJECT NOR ITS VENDORS AND LICENSORS WILL HAVE ANY LIABILITY TO CPO OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF OR INABILITY TO USE THE PLATFORM, ECOSYSTEM,

MOBILE APPLICATION, OR SERVICES. THE TOTAL LIABILITY OF HUBJECT AND ITS VENDORS AND LICENSORS TO CPO OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR THE PLATFORM, ECOSYSTEM, MOBILE APPLICATION, OR SERVICES IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE) WILL NOT EXCEED THE TOTAL FEES PAID HEREUNDER BY CPO DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF OTHER REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

9.3 The Partner will defend and indemnify Hubject and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by Hubject as a result of any claim by a third party arising from: (i) the Partner's use of the Platform and/or Ecosystem in breach of this Agreement; (ii) any warranties or representations made by the Partner to any third party, including an EV Driver, regarding the Platform, Ecosystem or mobile application furnished by Hubject; (iii) Partner's breach of Sections 2 (Intercharge Bundling) or 3 (Restrictions); and, (iv) Partner's violation of any applicable law or regulation.

9.4 It shall be Partner's sole responsibility to ensure its compliance with laws and regulations governing the supply of electricity to electric vehicles. In particular, without limitation, Hubject shall not have an obligation to verify the accuracy, completeness, and/or lawfulness of any energy regulations, tax laws, international trade or tariff laws, contract terms, or other user information submitted by the Partner for the purpose of supplying electric vehicle electricity.

10. Confidentiality; Intellectual Property

10.1 In relation to any trade secrets or other information of the other Party obtained in connection with this Agreement ("Confidential Information"), either Party shall: (i) use any such Confidential Information only to the extent necessary for the performance of this Agreement or of the eRoaming Agreement, and otherwise keep such Confidential Information confidential and not make such Confidential Information accessible to any third party (other than its auditors, lawyers, and other professionals or a part of diligence in connection with an acquisition) without the prior consent of the Party affected; (ii) convey any such Confidential Information only to such of its employees and personnel as require such Confidential Information for the purposes of this Agreement; and, (iii) apply in the handling of any such Confidential Information the same standard of care that the receiving Party uses in respect of its own Confidential Information; in no event, however, shall either Party apply less than a reasonable standard of care. For the avoidance of doubt, the Platform and Ecosytem constitutes Hubject's Confidential Information.

10.2 The confidentiality restrictions in this Section 10 (Confidentiality; Intellectual Property) do not apply to any such Confidential Information: (i) which at the time of receipt by the receiving Party is already in the public domain or later becomes publicly available other than through any act or omission by the receiving Party in violation of any obligation to maintain the confidentiality of such Confidential Information; (ii) which is already known by the receiving Party prior to receiving such Confidential Information from the disclosing Party and which is not subject to any confidentiality requirement or which is developed by the receiving Party itself; (iii) which the receiving Party legitimately receives from any third party who is not subject to a confidentiality requirement in respect of such Confidential Information; (iv) the disclosure of which is authorized in writing by the affected Party; or (v) which is disclosed by a Party pursuant to a court or administrative order following the exhaustion of any and all legal defenses at the disposal of that Party; however, in any such case the disclosing Party shall (unless precluded by the order) notify the affected Party in a timely manner of any such court decision.

10.3 Each Party acknowledges and agrees that due to the unique nature of the Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third parties to unfairly compete with the other Party, resulting in irreparable harm to such Party, and therefore, that upon any such breach or any

threat of breach, each Party will be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss.

10.4 The receiving Party's duty to hold in confidence any Confidential Information that is disclosed under this Agreement will continue for three (3) years after termination or expiration of this Agreement (except with regard to trade secrets, which shall remain subject to these terms as long as the information is protected as a trade secret under applicable law).

10.5 The Partner acknowledges and agrees that the Platform, Ecosystem and any mobile application furnished by Hubject are protected by intellectual property rights, as applicable, of Hubject and its vendors/licensors. This is not a "work made for hire" agreement, as that term is defined in Section 101 of Title 17 of the United States Code.

10.6 The Partner may provide suggestions, comments or other feedback (collectively, "Feedback") to Hubject with respect to its products and services, including the Platform and Ecosystem. Feedback is voluntary. Hubject may use Feedback for any purpose without obligation of any kind. To the extent a license is required under the Partner's intellectual property rights to make use of the Feedback, the Partner grants Hubject an irrevocable, nonexclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with Hubject's business, including the enhancement of the Platform and Ecosystem.

11. Term; Termination

11.1 This Agreement will become effective on execution of the initial the Agreement and Appendices between the Parties and remain in effect until the Partnership Agreement has expired.

11.2 Notwithstanding the foregoing, either Party may terminate this Agreement on five (5) days' notice in the event the other Party is in material breach of its obligations hereunder. Without limitation, Hubject may terminate this Agreement immediately, in the event:

a) The Partner becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors;

b) Any proceedings (whether voluntary or involuntary) are commenced against the Partner under any bankruptcy or similar law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof;

c) The Partner is more than thirty (30) days late on any payment due under this Agreement, without this precluding Hubject from asserting any other rights arising in relation thereto, including suspending access to the Platform; and/or Ecosystem.

d) The Partner assigns this Agreement without Hubject's prior written authorization except as expressly permitted in the Agreement.

e) Any termination notice must be submitted by letter, by fax, or via the Partner's account.

f) The following Sections will survive any termination or expiration of this Agreement: 7 (Fees; Payment Terms); 9 (Liability; Disclaimers; Indemnification); 10 (Confidentiality; Intellectual Property); 12.2; and, 13 (General).

12. Data Protection

In connection with the activation of charging stations and the related communication between the Parties required for this purpose, Hubject may become aware of or handle the personal data of EV Drivers, if only indirectly. The Parties hereby agree that Hubject is commissioned to collect, process, and use any such data on behalf of the CPO and the EMPs and that any such collection, processing, and use of such data must be carried out in accordance with applicable laws and regulations of the territories and governing laws described in the Partnership Agreement.

13. General

13.1 The Partner consents to Hubject using the Partner's company logo and names on Hubject's websites or other marketing materials as a reference to indicate the Partner's relationship with Hubject.

13.2 Any standard terms of business or other such contractual terms put forward by the Partner shall not become a part of this Agreement, neither at the time this Agreement is executed nor at any other time, even if they are introduced into this business relationship in whatsoever form after execution hereof. All such terms are deemed rejected in their entirety.

13.3 If any provision set out in this Agreement is held to be invalid or ineffective in its entirety or a part thereof, it shall not serve to invalidate the remaining provisions set out in this Agreement, which shall remain in full force and effect as if such provision had not originally been contained in this Agreement.

13.4 The Partner may not assign this Agreement or its rights hereunder without Hubject's prior written authorization.

13.5 Except for the payment of fees, neither Party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such Party, including fire, explosion, unavailability of utilities or raw materials, Internet delays and failures, telecommunications failures, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

13.6 This Agreement, including the Appendices, sets forth the entire agreement between the Parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either Party to the other with respect to the subject matter of this Agreement, except as referenced herein.

13.7 This Agreement will be construed according to, and the rights of the Parties will be governed by, the law of the State of California, without reference to its conflict of laws rules. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a Party elects to file an action in federal court) located in Los Angeles, California. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified the Partnership Agreement. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section.

13.8 If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they will be severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement.

13.9 This Agreement or portions of this Agreement may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and either Party's acceptance will be deemed binding between the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form.