TERMS AND CONDITIONS FOR PRIVATE CUSTOMERS FOR THE PRODUCT REEV SERVICE CAR HOME CHARGING

(as of November 2021)

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Terms and conditions for private customers

for the reev company car charging at home product

Preliminary remark

- (A) reev GmbH, registered in the commercial register of the Munich Local Court under HRB 237214 (reev or provider), offers various products and services in the field of electromobility, in particular IT infrastructure services and software solutions for recording and supporting the billing or reimbursement of charging processes via the Internet as "Software-as-a-Service".
- (B) The customer is the driver of a company car provided by their employer (hereinafter also referred to as the company car user). To charge the company car, the customer uses their own charging station or a charging station that is supplied with charging current which the customer procures and (initially) pays for themselves. The customer would like to be reimbursed by their employer for the charging processes caused by charging the company car and the corresponding costs.
- (C) The employer is the owner of electric vehicles (e.g. electrically powered motor vehicles, other electric vehicles or hybrid electric vehicles) which it makes available to its employees (including customers) as company cars.

1 Validity

- 1.1 These terms and conditions apply when consumers order the "Charge your company car at home" product and govern the conditions under which they, as company car users, are entitled to use the application or software solution provided by reev.
- 1.2 When using the application for the first time, the company car user must expressly agree to these terms and conditions. The terms and conditions apply between reev GmbH and the company car user.

2 Definitions

- 2.1 **Application** refers to the software solution operated by reev in its IT infrastructure, including its provision to the company car user via the Internet as software as a service.
- 2.2 **Employer** refers to the owner of electric vehicles who is responsible for the charging costs incurred by charging these vehicles (usually as part of the employment contract between the employer and the company car user).
- 2.3 **Company car user** refers to the driver or user of an electric vehicle owned by their employer who wants to record the charging processes of their company car at their home charging station and bill their employer for this (regularly as part of the employment relationship between the employer and the company car user) and who wants to purchase the product "Charge your company car at home" from reev for this purpose.
- 2.4 **Home charging station** refers to a system for charging electric vehicles that is supplied with charging current procured and (initially) paid for by the company car user and which the company car user uses to charge the company car.
- 2.5 **Charging key** refers to the authentication options provided for the product "charging company cars at home" in the **authentication variants section**.
- 2.6 **Charging** refers to the connection of an electric vehicle by a company car user to a home charging station with a minimum consumption of 0.1 kWh. Processes that fall below this threshold are referred to as faulty charging processes and are not recorded.
- 2.7 **The reev platform** refers to the IT infrastructure operated by reev, which makes the application available to the company car user.
- 2.8 **SaaS services** refers to the provision of the application via the Internet as "Software-as-a-Service".

2.9 **Electricity tariff** refers to the electricity tariff in EUR/kWh (gross) stored by the company car user in the application.

3 Services and obligations of reev

3.1 Scope and location of services

The SaaS services to be provided by reev are determined by the scope agreed between reev and the company car user. The version of the respective service specifications valid at the time of the order by the company car user is authoritative.

Changes to the scope of services may be agreed with the consent of the company car user; unilateral changes to the scope of services by reev are only permitted within the framework of these contractual terms and conditions.

The place of performance is the WAN port of the router in reev's data centre. The company car user is responsible for ensuring that they are able to receive the service.

The existence, functionality, configuration and operation of the IT infrastructure and software required by the customer is the responsibility of the company car user, unless otherwise agreed in the contract.

reev is entitled to commission subcontractors as vicarious agents at its own discretion for the provision of services.

3.2 Granting of the right of use

Within the scope of the SaaS services, reev grants the company car user the personal, non-exclusive, non-transferable and non-sublicensable right, limited to the term of the contract, to use the application as intended by way of software as a service. The company car user has no claim to access and/or rights to source codes or other software from reev.

reev reserves the right to introduce deviating or additional terms of use or licence conditions of third parties in connection with changes to the scope of services or as part of software updates to the reev platform or the application, insofar as this is necessary due to additional third-party components or changed terms of use or licence conditions of third parties and this does not lead to unreasonable restrictions on the contractual services for the company car user. reev will notify the company car user of the deviating or additional licence conditions in text form and will separately point out the changes or additions. The changes or additions shall then be deemed to have been approved by the company car user if the latter does not object within a period of two weeks from

has objected to disclosure. reev will inform the company car user separately of the consequences of (failure to) object.

3.3 Personal nature

The rights of use are personal and are granted exclusively to the company car user. Resale or transfer by the company car user is not permitted.

3.4 Operation and maintenance of the reev platform

The operation and maintenance of the reev platform are the responsibility of reev.

The average availability of the reev platform is 98% on an annual basis. This excludes necessary scheduled maintenance work and disruptions that are beyond reev's control. Such disruptions include, in particular, all events of force majeure.

reev will notify the company car user in writing of any planned maintenance work at least 72 hours before it begins, where possible. However, reev reserves the right to carry out unannounced maintenance work if necessary, in particular if this is necessary for data and operational security.

reev shall carry out appropriate data backups of the data processed and stored by the company car user for its own purposes. The accuracy and completeness of the data backups shall not be checked and is not owed.

3.5 Further development and modification of the scope of services

reev is entitled, but not obliged, to expand and further develop the scope of services and functions of the SaaS services. reev reserves the right to offer extensions and further developments only against payment of an additional fee. If the company car user obtains an extension or further development for a fee by means of a corresponding agreement in addition to an existing agreement, the present contractual terms and conditions shall apply accordingly. If reev makes extended or additional functions available free of charge after conclusion of an agreement, these contractual terms and conditions shall also apply.

reev may adjust the scope of services and functions of the SaaS services at any time for good cause, provided that this does not result in additional costs for the company car user and the expressly agreed service features and the main service obligations of reev remain essentially unchanged. Good cause shall include, in particular, adaptation to a new technical environment, an increase in the number of users or

other operational reasons, as well as safety risks and performance disruptions caused by subcontractors. reev shall notify the company car user of the change in writing at least four weeks before it comes into effect. In this case, the company car user has a special right of termination (see Section 12.4).

4 Enabling billing or reimbursement of charging processes

4.1 Enabling billing or reimbursement through the application

The main component of the SaaS service is enabling billing or reimbursement for charging transactions carried out by the company car user. To this end, the company car user can use the application to generate a receipt for the charging transactions carried out.

4.2 No payment processing

The billing or reimbursement of charging transactions is carried out exclusively within the framework of the employment or service contract between the employer and the company car user. reev is not responsible for payment processing. reev is only responsible for providing the SaaS service to enable the receipt to be generated.

5 Warranty

5.1 Definition of defect

Defects are significant deviations from the agreed scope of services to be provided. reev shall only be liable for defects in the application that were already present when it was handed over to the company car user if reev is responsible for these defects.

5.2 Right to rectification

If the services contractually owed by reev are defective, reev shall, upon receipt of a notice of defect from the company car user in writing or text form and within a reasonable period of time, remedy the defects or provide the services again at reev's discretion. Insofar as reev has licensed third-party software for use by the company car user, the rectification of defects shall consist in the procurement and installation of generally available upgrades, updates or patches or in the procurement of essentially equivalent third-party software. The provision of instructions for use which enable the company car user to reasonably circumvent defects that have occurred in order to use the application in accordance with the contract shall also be deemed to constitute rectification.

5.3 Right of reduction of the company car user

If the services are not provided free of defects within a reasonable period set in writing by the company car user, the company car user may reduce the agreed remuneration by a reasonable amount. This does not apply if reev is not responsible for the defective service. The right to reduction is limited to the amount of remuneration relating to the defective part of the service.

5.4 Notification of defects and support in remedying defects by the company car user

The company car user shall immediately report any obvious defects to reev in writing or text form. In addition, the company car user shall assist reev in remedying defects free of charge and, in particular, shall provide reev with all information and documents required by reev for the analysis and elimination of defects. reev shall reimburse the company car user for any costs incurred in this regard if and to the extent that reev is responsible for the defect.

5.5 Consequences of unjustified notification of defects; apparent defects

If the company car user reports a defect to reev that is not attributable to reev, or submits a corresponding support request, the company car user shall reimburse reev (or third parties commissioned by reev) for the expenses incurred as a result of the defect report; The same applies if a supposed defect turns out to be an operating error on the part of the company car user or does not exist at all (so-called apparent defect). The claim for reimbursement does not apply if the company car user did not recognise the existence of such an apparent defect and could not have recognised it even with the exercise of due care.

6 Obligations and duties of the company car user

6.1 Requirements for using the SaaS services

The company car user is responsible for ensuring that the necessary settings and information (described in section 8) are entered into the application in order to be able to use the respective service components to their full extent.

The company car user must ensure that the charging stations registered on the reev platform have a functioning GSM/LTE or Ethernet connection.

6.2 Protection of access data

The company car user must keep their login details for the reev platform and their charging key safe. They undertake to notify reev immediately if they suspect that login details or charging keys may have fallen into the hands of unauthorised persons.

6.3 Obligation to back up data

It is the responsibility of the company car user to back up their data regularly and in accordance with the risks involved. This applies both to data stored on the company car user's local systems and to data stored by the company car user on the reev platform.

6.4 [Granting of rights of use to the content of the company car user

The company car user grants reev a simple, spatially and temporally unlimited right to use all non-personal usage data and content (in particular, for example, electricity consumption, load profile data) that he transfers to reev's servers in connection with the use of the software or the reev platform, a simple right of use, unlimited in terms of time and location, to use the usage data and content to the extent necessary for energy industry forecasts (in particular, for example, for evaluating the total load profile and performing load management). No personal data is collected in this context. This right of use includes, in particular, the right to reproduce the usage data and content and to make it available to third parties to the extent necessary. reev is entitled to grant sub-licences to its vicarious agents to the extent necessary for the fulfilment of the contract. Otherwise, the right of use is non-transferable. reev is entitled to retain usage data and content of the company car user beyond the term of the contract to the extent that this is technically and legally necessary. In particular, reev is authorised to store backup copies of the usage data and content provided by the company car user and to store such information temporarily and permanently as is necessary for accounting, documentation and billing purposes.

7 Blocking access to the reev. e platform

- 7.1 reev is entitled to block the company car user's access to the reev platform and application (and thus suspend the SaaS services) if
 - (a) there are indications that the access data of the company car user has been or is being misused or that the access data of the company car user has been or is being disclosed to an unauthorised third party;
 - (b) there are indications that third parties have otherwise gained access to the application provided to the company car user;

- (c) the blocking is necessary for technical reasons;
- (d) reev is legally, judicially or administratively obliged to block access;
- (e) the company car user is more than one month in arrears with the payment of the agreed remuneration;
- (f) the company car user has provided incorrect bank details in the event of payment by direct debit and fulfilment of the company car user's performance obligations cannot be guaranteed.
- 7.2 reev shall notify the company car user of the suspension in text or written form with reasonable notice, but no later than one working day before the suspension takes effect, provided that the notification is reasonable, taking into account the interests of both parties, and compatible with the purpose of the suspension.

8 Requirements for the " " home charging station

8.1 Registration and storage of the charging station in the application

In order to use the company car charging at home product, the company car user must enter all the necessary data for the home charging station and the electricity tariff applicable to the charging station via the application on the reev platform. As long as the charging station has not been fully registered via the application, the company car charging at home product cannot be used by the company car user.

8.2 Verification of the electricity tariff

reev checks the recorded electricity tariff by comparing it with proof provided by the company car user (e.g. electricity bill or contract documents). No further verification takes place. If there are discrepancies between the stored electricity tariff and the proof provided, the home charging station is not fully recorded and the company car charging at home product cannot be used by the company car user.

- 8.3 Technical requirements for the home charging station
 - (a) The company car user is responsible for establishing and maintaining the functionalities, technical requirements and equipment necessary for connecting the home charging station registered by them to the reev platform (in particular (i) the technical requirements in accordance with the Technical Requirements at charging stations, and (ii) of the

implementation of in system authentication variants (1)

(b) If the home charging station does not meet the requirements of these contractual terms and conditions, in particular this Section 8, the product "Charge your company car at home" cannot be used.

8.4 Responsibility of the company car user

For clarification: The user of the company car is responsible for fulfilling the requirements of this section 8 even if the home charging station used is not owned by the user of the company car. reev accepts no responsibility for fulfilling the requirements for the home charging station.

9 None responsibility for the compliance regulatory and tax law requirements

reev accepts no responsibility for the procurement of the charging current, the operation of the home charging station or compliance with all associated energy and calibration regulations, civil

, and tax regulations and the payment of all associated taxes and duties, in particular electricity tax.

In particular, reev shall not be obliged to check the electricity tariffs provided by the company car user, the terms and conditions of any contract with an electricity supplier or any other information relating to the purchase of charging electricity for accuracy, completeness and/or legal compliance beyond the scope of Section 8.2.

10 Fees for the SaaS services

10.1 Monthly fees

For the SaaS services, the company car user pays the contractually agreed fee, which consists of (i) a monthly basic fee and, if applicable, (ii) a monthly fee for each SIM card ordered. The fees for the "charge company cars at home" function can be found in the price list for the reev Dashboard compact product in its currently valid version. Unless otherwise stated, all prices are net prices.

10.2 Invoicing and due date

Invoicing shall be made in advance, at the beginning of each agreed billing period. Unless otherwise agreed, the fees invoiced shall be due upon invoicing. If the company car user issues reev with a SEPA direct debit mandate.

reev will not debit the invoice amount from the agreed account before the seventh day after the invoice date and the SEPA pre-notification.

10.3 Adjustment of the agreed fees

reev reserves the right to adjust the contractually agreed fees at its reasonable discretion in line with the development of the costs that are decisive for the price calculation. An increase in fees may be considered if, for example, the costs for the procurement of software and energy, the use of communication networks, cloud infrastructure services or labour costs increase, or if other changes in the economic or legal framework lead to a change in the cost situation. Increases in a cost type, e.g. labour costs, may only be used to justify a price increase to the extent that they are not offset by any decreases in costs in other areas, such as software costs.

reev shall notify the company car user of the change by email at least four weeks before it comes into effect. In the event of an adjustment to the agreed fees by reev, the company car user shall be entitled to a special right of termination in accordance with Section 12.4.

11 Liability

11.1 Liability of reev

reev shall be liable in cases of intent or gross negligence, in the event of culpable injury to life, limb or health, and in the event of liability under the Product Liability Act. reev shall also be liable for culpable breach of essential contractual obligations (i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the company car user may rely), whereby liability in cases of slight or simple negligence shall be limited to compensation for foreseeable damage typical for this type of contract.

11.2 Disclaimer

Any further liability on the part of reev beyond that specified in Section 11.1 is excluded.

11.3 Disclaimer and limitations of liability also apply to vicarious agents

Insofar as reev's liability is excluded or limited, this also applies to reev's legal representatives, employees and vicarious agents.

12 Term and termination by reev

12.1 Term

The term of the contractual relationship between reev and the company car user is indefinite and begins with the submission of the order form. The minimum contract term is two contract years, unless otherwise agreed.

12.2 Notice

The contractual relationship may be terminated by either party – initially upon expiry of the agreed minimum contract term of two years, thereafter upon expiry of each contract year – by giving notice in writing (e.g. by email) with three (3) months' notice.

12.3 Right to extraordinary termination

The right of either party to terminate the contract for good cause remains unaffected. This must also be done in writing. reev is entitled to terminate the contract for good cause in particular if

- (a) the company car user is more than six weeks in arrears with the payment of the agreed remuneration and reev has given the company car user written notice of termination with two weeks' notice of the effective date of termination; or
- (b) after termination of the contractual relationship, a significant deterioration in the reliability of the company car user with regard to their solvency or creditworthiness becomes apparent, which jeopardises a claim by reev, in particular if an application is made to open insolvency proceedings against the assets of the company car user.

12.4 Special right of termination in the event of a change to the contract

reev reserves the right, in accordance with these terms and conditions, to change the services agreed in the order form for the product (Section 3.5) or to adjust its fees and charges (Section 10.3) under the respective conditions, reev shall inform the company car user of any intended changes to the contract in writing at least four (4) weeks before they come into effect and shall draw the user's attention to the new provisions separately.

In the event of such contractual changes, the company car user has a special right to terminate the contractual relationship. The special right of termination must be exercised within thirty (30) days of receipt of the relevant information about the intended changes

. In this case, the termination shall take effect upon the changes coming into force in accordance with these contractual terms and conditions.

The special right of termination does not apply to software updates or technical changes to interfaces, provided that these are only intended to make technical improvements or to fix technical problems. In this case, reev will inform the company car user of the changes as soon as possible.

12.5 Special right of termination if the service can be obtained through the employer

The company car user has a special right of termination for the contractual relationship in the event that the employer concludes a contract with reev that includes the company car charging at home product in favour of the company car user.

reev is not obliged to investigate additional options for the company car user to receive benefits. Should reev or the company car user become aware of such an option, they shall inform the other party immediately.

Reev shall not be obliged to refund the monthly fees for periods during which reev was not aware of the additional option for receiving services and was not responsible for this lack of knowledge.

The special right of termination may be exercised at the end of each calendar month. reev shall not be liable for interruptions in the provision of services arising from reasons for which the company car user or the employer is responsible (e.g. failure to register and deposit the home charging station in accordance with Section 8.1).

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Each party undertakes to use all information that becomes known to it from the contractual relationship, trade secrets and information of the other party (hereinafter **referred to as information**) only to the extent necessary for the implementation of these contractual terms and conditions and the respective service specifications in their valid version and to treat such information as confidential and not to make it accessible to third parties without the consent of the other party.

- 13.1 The above obligations shall not apply to information that
 - (a) were already publicly known at the time of receipt or later became publicly known without any breach of confidentiality by the receiving party;

- (b) were already known to the receiving party prior to receipt by the disclosing party and were not subject to any confidentiality obligation or were developed by the receiving party itself;
- (c) the receiving party has obtained them in a lawful manner without being bound by any confidentiality obligation from third parties;
- (d) were released with the written consent of the respective party; or
- (e) have been released after all means of defence have been exhausted in order to comply with an official or court order; however, the affected party must be informed of such a court decision in good time.
- 13.2 The obligation to maintain confidentiality begins upon receipt of the confidential information and remains in force for the entire term of this agreement and for a period of five years after termination or expiry of the agreement, unless statutory provisions provide for a longer period of confidentiality.
- 13.3 The above provisions do not establish any intellectual property rights. All rights of use granted within the scope of the contractual agreement between the parties remain unaffected by the above provisions.

Insofar as reev provides the company car user with documentation, the company car user is not entitled to edit, distribute or make this documentation publicly available.

14 Data protection

In connection with the recording of the home charging station of the company car user and the communication between the parties that this requires, reev may, under certain circumstances, come into contact with personal data of the users, at least indirectly. The parties agree that the collection, processing and use of such data by reev by way of Auftragsdatenverarbeitung and shall be carried out exclusively in accordance with and of the in of **the Annex Agreement on** the Processing of **Personal** Data on Behalf of Others.

15 Communication

15.1 Communication between the company car user and reev can take place via an individual account set up by reev on the reev platform for the company car user. This account can also be used for legally binding declarations in connection with the contractual relationship between the company car user and reev, unless otherwise specified in these contractual terms and conditions, its annexes or the respective service specifications in

unless otherwise specified in the valid version. This does not apply to legally binding declarations made by the parties with regard to any processing of personal data undertaken by reev, which must be made in writing in accordance with Section 126 of the German Civil Code (BGB).

16 Right of withdrawal

The company car user has a statutory right of withdrawal.

Cancellation

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason

The withdrawal period is fourteen days from the date of conclusion of the contract (i.e. the date on which you first accepted our terms and conditions in the application).

To exercise your right of withdrawal, you must inform us (reev GmbH, Theo-Prosel-Weg 1, 80797 Munich, email: support@reev.com) of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post or email). You can use the attached sample withdrawal form, but this is not mandatory. You can fill out the sample withdrawal form or another clear statement and send it to us. If you make use of this option, we will immediately (e.g. by email) send you confirmation of receipt of such a withdrawal.

To comply with the cancellation period, it is sufficient to send the notification of exercising the right of cancellation before the cancellation period expires.

Consequences of revocation

If you withdraw from this contract, we shall reimburse you for all payments we have received from you (via the distribution chain) without delay and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

(If you wish to withdraw from the contract, please complete this form and return it to us.)
To reev GmbH, Theo-Prosel-Weg 1, 80797 Munich, email: support@reev.com:
I hereby cancel the contract I have concluded for the purchase of the product reev Dashboard compact
Ordered on
Name
Address
Signature of consumer (only if notification is made on paper)
Date

17 Final provisions

- 17.1 The general terms and conditions of the company car user shall only become part of the contract if this has been expressly agreed in writing.
- 17.2 The company car user may only offset claims against reev if the counterclaim is undisputed or legally binding or is in a synallagmatic relationship to the respective claim.
- 17.3 The contract language is German. Translations into other languages are provided solely for the purpose of clarity and are not legally binding.
- 17.4 Should provisions of these contractual terms and conditions be wholly or partially invalid or unenforceable, or should their legal validity or enforceability be subsequently lost, this shall not affect the validity of the remaining provisions of the contractual terms and conditions.
- 17.5 The law of the Federal Republic of Germany shall apply, excluding conflict of law provisions.

Appendix – Technical requirements for home charging station

1. Requirements for the technology of the home charging station

(a) AC charging

(i) 1-phase and 3-phase AC charging (up to 43 kW)

The home charging station is equipped with one or more Type 2 charging points. The home charging station enables 1-phase AC charging with up to 7.4 kW and 3-phase AC charging with up to 43 kW. The home charging station adapts to the charging power required by the vehicle.

(ii) Single-phase AC charging (up to 3.7 kW)

The home charging station is equipped with one or more Type 2 charging points. The connection enables 1-phase AC charging with up to 3.7 kW.

(b) DC charging

(i) Combined Charging System

The Combined Charging System (CCS) integrates single-phase and fast three-phase AC charging, DC charging at home and ultra-fast DC charging at public charging stations in a vehicle-side charging socket (vehicle inlet). In Europe, the plug called "Combo 2" is based on the AC Type 2 plug and the Combo 2 plug (see Configuration FF in IEC 62196-3) for direct current charging.

(ii) CHAdeMO

The CHAdeMO standard (see ISO/IEC 61851-23 and ISO/IEC 61851-24) also supports fast DC charging. CHAdeMO requires a CHAdeMO charging plug for electric vehicles and CHAdeMO charging stations to charge the vehicle based on direct current. Reev may specify additional technologies.

2. Certification of home charging stations

With regard to the safe use of the home charging station, certification must be obtained in accordance with the requirements of existing standards and norms and in line with the design of the charging technology. The operator or manufacturer should ensure electrical safety and compliance with the standards. The minimum standards according to which the home charging station should be certified are as follows: CE certification, compliance with EMC

Directive, DIN specification 70121 and IEC 61439-7. For DC charging stations or charging systems, the following standards should also be taken into account: IEC 61851-23 (General requirements for a DC charging station), IEC 62196-3 (definition of DC charging connectors) and DIN SPEC 70121 (communication for direct current charging between charging stations and electric vehicles, based on ISO/IEC 15118) and the ISO/IEC standard 15118 for certificate-based communication between electric vehicles, charging stations and IT systems.

Authentication variants

1. Authentication using RFID card

If authentication is to be carried out using an RFID card, the home charging station must be equipped with a reader that can read either a MIFARE "RFID classic" or a "RFID DESfire EV1" RFID card, whereby the UID (Unique Identifier ID) identification system must be used in each case.

2. Authentication using Plug&Charge connector

If authentication is to be carried out using a Plug&Charge connector, the home charging station must have the necessary interface for using certificate-based Plug&Charge communication in accordance with ISO 15118.

3. Authentication using QR code and app

Authentication can also be carried out using a QR code via the app. To do this, a QR code must be attached to the home charging station and the app must be set up accordingly.