

## **Terms and conditions for the product reev Dashboard**

**Disclaimer: Pure translation of the original document in German. In the event of discrepancy, inconsistency or conflict with the German version (in particular due to translation delays), the German version shall prevail.**

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## **Preliminary remarks**

- (A) reev GmbH, registered in the commercial register of the local court of Munich under HRB 237214 (**reev**) offers various products and services in the field of electromobility, in particular
- IT infrastructure services and software solutions for the operation and marketing of charging infrastructure by the Customer via the internet as "Software-as-a-Service",
  - the marketing of individual charging points of the Customer by reev in its own name and for its own account and at its own risk, including billing between reev and the Customer as so-called "roaming services" or "roaming marketing", and
  - the marketing of the electricity supplied by the Customer's charging stations to battery-only electric vehicles as part of so-called GHG quota trading.
- (B) The Customer wishes to obtain the aforementioned services from reev in the agreed scope of services.

## **Part I:**

### **Applicability and common definitions**

#### **1 Applicability**

These terms and conditions apply when ordering the reev Dashboard products.

#### **2 Definitions**

- 2.1 **Ad Hoc User** means users of an electric vehicle who are not Authorized Users and whose charging processes are billed directly (ad hoc) via the PSP with the help of the Application after the user has recorded the corresponding means of payment.
- 2.2 **Application** means the software solution operated by reev in its IT infrastructure in the agreed scope of services, including its provision to the Customer via the internet as "Software-as-a-Service".
- 2.3 **Authorized Users** means the users of an electric vehicle to whom the Customer has granted an authorization (e.g. tenants or employees of the Customer) (regularly on the basis of a separate agreement between the Customer and the Authorized User) and whose Charging Processes are subsequently billed (regularly once a month) using the Application via the PSP.
- 2.4 **Charging Key** means the authentication options provided for the respective product or function as set out in **Appendix Authentication Options**.
- 2.5 **Charging Point** means an individual charging connection of a charging station via which a Charging Process can take place (connector or plug).
- 2.6 **Charging Process** means the connection of an electric vehicle by a User at the charging station with a minimum consumption of 0.1 kWh. Processes that are below this limit are referred to as faulty charging processes and are not billed.
- 2.7 **Customer** means the subscriber of SaaS Services or Roaming Services from reev in the agreed scope of services (e.g. the owner, tenant or operator of a charging infrastructure (also known as a "charge point operator" or "CPO") for electric vehicles and/or the owner of electric vehicles (which he makes available to Company Car Users).
- 2.8 **Customer Charging Station** means a system for charging the Customer's electric vehicles (e.g. own, rented or Customer-operated charging stations). The charging station can have one or more charging connections (so-called charging points).

- 2.9 **Electricity Cost Tariff** means the price in EUR/kWh (gross) to be determined individually for each Company Car User in the Application and verified by the Customer, which the respective Company Car User pays himself for the procurement of the charging electricity.
- 2.10 **EMS** refers to the product reev EMS, an energy management system which, with the help of the application, integrates static and dynamic load management and monitoring during a charging process at the customer's charging station. EMS is part of the SaaS services and can be activated during setup of the application (known as onboarding) by the customer or by persons on the customer's side who are responsible for installing the charging infrastructure, as well as by reev. reev is entitled, but not obliged, to activate EMS. If the customer does not want the EMS function, it can be deactivated at any time upon request to reev.
- 2.11 **PSP** means a *payment service provider* that carries out payment processing in the context of fee-paying charging processes.
- 2.12 **reev Platform** means the IT infrastructure operated by reev with which the Application is made available to the Customer.
- 2.13 **reev Preconfigured** means the possibility of using SaaS Services for a period of one (1) month without being charged the monthly basic fee per Charging Point for SaaS Services from reev when purchasing corresponding hardware (charging stations) from a third party on which the reev software is already pre-installed. This option is only available for new Customers, i.e. if there is no previous contractual relationship between the Customer and reev regarding the reev Dashboard products.
- 2.14 **SaaS Services** means the provision of the Application via the internet as "Software-as-a-Service".
- 2.15 **Tariff** means the price in EUR/kWh set by the Customer in the Application for Charging Processes of Ad Hoc Users and Authorized Users.
- 2.16 **User** means the users of an electric vehicle who carry out a Charging Process at a Customer Charging Station using the Application, including users authorized for internal Charging Processes (free charging), Authorized Users, Ad Hoc Users and EM Users (see Sec. 11.2).

**Part II :**  
**Terms and conditions for SaaS Services**

**3 Services and obligations of reev**

**3.1 Scope and location of services**

The SaaS Services to be provided by reev result from the scope of services agreed between reev and the Customer whereby the version of the respective list of services valid at the time of the order by the Customer is decisive.

Changes to the scope of services can be agreed with the consent of the Customer; unilateral changes to the scope of services by reev are only permitted within the framework of these terms and conditions.

The place of performance is the WAN port of the router in reev's data center. The Customer must independently ensure that the service can be received.

The existence, functionality, configuration and operation of the IT infrastructure and software required by the Customer shall be the sole responsibility of the Customer, unless otherwise agreed.

reev is entitled to commission subcontractors as vicarious agents for the provision of services at its own discretion. As far as reev is legally obliged to inform the Customer (e.g. due to data protection regulations), reev will inform the Customer about the commissioning of a subcontractor in accordance with the respective legal provision.

**3.2 Granting of the right of use**

As part of the SaaS Services, reev grants the Customer the personal, non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of the agreement, to use the Application according to these terms and conditions by way of a Software-as-a-Service. The Customer has no claim to access to and/or rights to source codes or other software of reev.

reev reserves the right to introduce deviating or additional terms of use or license conditions of third parties in connection with changes to the scope of services or in the context of software updates of the reev Platform or the Application, insofar as this is necessary due to additional third-party components or changed terms of use or license conditions of third parties and this does not lead to unreasonable restrictions of the agreed services for the Customer.

### 3.3 Personal nature

The rights of use are personal and are granted exclusively to the Customer. Any resale or transfer by the Customer is not permitted.

### 3.4 Operation and maintenance of the reev Platform

The operation and maintenance of the reev Platform is the responsibility of reev.

The average annual availability of the reev Platform is 99%. This excludes necessary planned maintenance work and disruptions that are beyond the control of reev. Such disruptions include, in particular, all force majeure events.

If possible, reev will inform the Customer in text form about planned maintenance work at least 72 hours in advance. However, reev reserves the right to carry out unannounced maintenance work if necessary, especially if this is required for data and operational security purposes.

For its own purposes, reev carries out appropriate data backups of the data processed and stored by the Customer. A validation of the correctness and completeness of the data backups does not take place and is not owed by reev.

### 3.5 Further development and changes to the scope of services

reev is entitled, but not obliged, to extend 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 Customer purchases an extension or further development for a fee through a corresponding agreement in addition to an existing agreement, these terms and conditions apply accordingly. If reev provides extended or additional functions free of charge after the conclusion of an agreement, these terms and conditions also apply.

reev can amend the scope of services and functions of the SaaS Services at any time to a reasonable extent for the Customer. The amendment is particularly reasonable if it becomes necessary for an important reason - for example due to disruptions in the provision of services by subcontractors or for security reasons - and the expressly agreed service features as well as the main service obligations of reev remain essentially unchanged. If an amendment does not exclusively concern extensions of the function or not only insignificant components of the SaaS Services to be provided by reev, reev will inform the Customer about the amendment in text form at least four (4) weeks before it comes into force. In this case, the Customer has a special right of termination (see Sec. 31.5).



## **4 Payment processing of Charging Processes via the PSP**

### **4.1 Enabling payment processing through the Application**

A key component of the SaaS Services is the facilitation and support of payment processing for Charging Processes carried out by Ad Hoc Users and Authorized Users.

**If the Customer wishes to market the Customer Charging Stations via the reev Platform in whole or in part to Ad Hoc Users and Authorized Users himself, payment processing is not carried out by reev itself but by a payment service provider or PSP to be commissioned for this purpose (cf. in detail Sec. 4.3).**

The Customer is not obliged to make the Customer Charging Stations available to Ad Hoc Users or Authorized Users. He can optionally activate these functions in the Application.

### **4.2 Setting the Tariff and other conditions by the Customer**

A prerequisite for the use of payment processing is setting the Tariff applicable to the respective function (charging by Ad Hoc Users or charging by Authorized Users) in the respective national currency per kWh (e.g. EUR per kWh) by the Customer via the Application. The Customer is entitled to change the Tariff or the conditions at any time.

In addition, the Customer may also define further conditions for the Charging Process on their own responsibility. The Tariff stored in each case and the other conditions are displayed to the Ad Hoc User or Authorized User before the start of the Charging Process.

The Customer undertakes to indemnify reev against all claims of third parties which are asserted against reev by third parties with regard to the conditions applicable to the purchase of charging electricity due to possibly legally incorrect or incomplete information. This does not apply if reev has inaccurately or incompletely reproduced the information received from the Customer on the reev Platform.

### **4.3 Commissioning of a payment service provider/PSP; Customer and User requirements**

The prerequisite for facilitating payment processing (and thus for the charging by Ad Hoc Users and Authorized Users) is that the Customer has registered with a payment service provider or PSP authorized by reev at the time of the Charging Process and has a corresponding merchant account there, to which the respective separate terms and conditions of the corresponding PSP apply.

By agreeing to these terms and conditions and marketing the Customer Charging Station to Ad Hoc Users and/or Authorized Users via the reev Platform, the Customer accepts the respective

applicable separate terms and conditions of the PSP commissioned. The Customer (and also reev) shall conclude any additional agreements with the PSP that may be required for this purpose.

As a prerequisite for the Customer to be able to use the PSP's payment services via the reev Platform, the Customer further agrees to provide the necessary information about himself and his organization to reev and to authorize reev to pass it on in connection with the use of the payment services offered by the respective PSP.

Which PSPs are authorized by reev for the Charging Processes can be seen on the reev website. reev is entitled to withdraw the authorization from an authorized PSP at any time.

#### 4.4 Billing of Charging Processes by the payment service provider

The payment service provider settles the Charging Process with the Ad Hoc User or Authorized User and returns the respective payments to the Customer after deducting a fee per transaction. The transaction-related fees can be found in the current version of the price list for the respective reev Dashboard product. In order to avoid errors in billing and the collection of claims, the maximum costs incurred per Charging Process are limited to a net amount. The currently applicable amount of the limit is displayed to Ad Hoc Users and/or Authorized Users on the reev.one website before the start of the Charging Process.

#### 4.5 Disbursement of payments

At the end of a billing period of one (1) month, the Customer shall be paid all fees charged for the Charging Processes carried out for this billing period within 14 days after the end of the billing period. The Customer has the option of retrieving the billing documents created by the PSP for the respective billing period in its system. For the duration of the contractual relationship between reev and the Customer, reev provides a corresponding link on the reev Platform. The Customer is responsible for the collection and storage of tax-relevant accounting documents. After termination of the contractual relationship, reev no longer guarantees access to the relevant accounting documents. From this point on, the Customer must request the provision of accounting documents from the respective PSP himself.

#### 4.6 The Customer bears the risk of payment defaults

The Customer bears the risk for payment defaults of the Ad Hoc Users or the Authorized Users. reev or the PSP commissioned by it only distributes the amounts actually collected from the Ad Hoc Users or the Authorized Users (less the respective fee per transaction) to the Customer. No guarantee is given that the amounts owed by the Ad Hoc Users or Authorized Users will actually be distributed to the Customer.

#### 4.7 No payment processing of third-party Charging Processes via the PSP

For the avoidance of doubt, the provisions of this Sec. 4 do not apply to third-party Charging Processes, i.e. charging by Company Car Users at third-party charging stations within the meaning of Sec. 8 et seq. reev does not enable payment processing via the PSP for third-party Charging Processes, but (i) the reimbursement of the Company Car User's costs by reev in the name and for the account of the Customer after the Customer's prior approval (Sec. 9.1(a)) or (ii) the creation of a receipt on the basis of which the Customer can reimburse the costs of the Company Car User himself (Sec. 9.1(b)).

## 5 Warranty

#### 5.1 Defect definition

Defects are significant deviations from the agreed scope of the services to be provided. reev is only liable for defects in the Application that were already present when it was provided to the Customer if it is responsible for these defects.

#### 5.2 Right to rectification

If the services owed by reev are defective, reev will, at reev's discretion, either remedy the defect or provide the services again within a reasonable period of time after receipt of a notice of defect from the Customer in written or text form. Insofar as reev has licensed third-party software for use by the Customer, the rectification of defects consists 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 with which the Customer can reasonably circumvent the defects that have occurred in order to use the Application in accordance with the agreement shall also be deemed to be rectification.

#### 5.3 Right of reduction of the Customer

If the defect-free provision of the services fails within a reasonable period of time set by the Customer in writing for reasons for which reev is responsible, the Customer may reduce the agreed remuneration by a reasonable amount. The right to reduction is limited to the amount of the remuneration relating to the defective part of the service.

#### 5.4 Notification of defects and support in remedying defects by the Customer

The Customer shall immediately notify reev of any defects in writing or text form. In addition, the Customer will support reev free of charge in the remedy of defects and in particular provide reev with all information and documents that reev requires for the analysis and remedy of defects.

## 5.5 Consequences of unjustified notification of defects; apparent defect

If the Customer notifies reev of a defect that is not attributable to reev or makes a corresponding support request, the Customer must reimburse the expenses of reev (or third parties commissioned by reev) that were caused by such notification of defects; the same applies if an alleged defect turns out to be an operating error by the Customer or does not exist at all (so-called apparent defect). The claim for reimbursement does not exist if the Customer did not recognize that such defect was only apparent and could not have recognized it even if he had exercised the necessary diligence.

# 6 Duties and obligations of the Customer

## 6.1 Requirements for the use of SaaS Services

The Customer is responsible for ensuring that the required settings and information are made in the Application (such as the assignment of booking accounts or the registration and assignment of Authorized Users or Company Car Users, the Tariffs for fee-paying Charging Processes of Ad Hoc Users or Authorized Users or the Electricity Cost Tariffs for Charging Processes of Company Car Users) in order to be able to use the respective services in full.

The Customer is responsible for ensuring that the Customer Charging Stations registered on the reev Platform and third-party charging stations have a functioning GSM/LTE or Ethernet connection.

The Customer is responsible for ensuring that the latest firmware by the respective manufacturer is always installed on its Customer Charging Stations and third-party charging stations registered on the reev Platform and will carry out the corresponding software updates. reev is entitled but not obliged to carry out the corresponding software updates.

In order to use the EMS function in the 'dynamic load management' variant, the Customer is responsible for setting up additional hardware components at their own expense, as described in the **Appendix Technical Requirements for Customer Charging Stations**. The Customer must ensure that the hardware components are set up by qualified installers.

## 6.2 Protection of access data

The Customer must keep his access data to the reev Platform safe and confidential and may only make them accessible to authorized employees. The Customer undertakes to oblige its

employees to handle the access data confidentially and to inform reev immediately if there is a suspicion that the access data may have become known to unauthorized persons.

In the event that the agreed services also include the billing of Authorized Users and/or Company Car Users and thus a provision of Charging Keys of the Customer to Authorized Users or Company Car Users takes place, the Customer must ensure that these Charging Keys are not passed on to unauthorized third parties. He must oblige the Authorized Users/Company Car Users accordingly. reev is not liable for the misuse of these Charging Keys, insofar as this is due to the use of the Charging Keys by unauthorized persons or due to a violation of this Sec. 6.2.

#### 6.3 Obligation to back up data

It is the Customer's responsibility to back up its data regularly and in accordance with the risks involved. This applies both to the data on the Customer's local systems and to the data that the Customer stores on the reev Platform.

#### 6.4 Granting of rights of use to the Customer content

The Customer grants reev a simple right of use, unlimited in time and space, to all non-personal usage data and content (in particular e.g. electricity consumption, load profile data), which he transfers to the servers of reev in the context of using the software or the reev Platform, to use the usage data and content to the extent necessary for energy industry forecasts (in particular e.g. for the evaluation of the total load profile and the implementation of load management). Personal data is not collected in this context. This right of use includes in particular the right to reproduce the usage data and content and to make them accessible to third parties to the extent required. reev is entitled to grant sublicenses to its vicarious agents insofar as this is required for the performance of the agreement. Apart from that, the right of use is not transferable. reev is entitled to retain usage data and content of the Customer beyond the duration of the agreement, as far as this is technically and legally required. In particular, reev is authorized to keep backup copies of the usage data and content provided by the Customer and to temporarily and permanently store such information that is required for accounting, documentation and billing purposes.

#### 6.5 Compliance with legal regulations and indemnification against third-party claims

When using the SaaS Services of reev, the Customer will observe all applicable legal regulations, in particular those of copyright and data protection law. The Customer indemnifies reev from all claims of third parties, which they assert against reev due to a non-compliant use of the Application by the Customer, for which the Customer is responsible. reev will inform the Customer immediately about claims asserted by third parties and provide the information and documents necessary for the defense upon request. In addition, reev will either leave the defense to the

Customer or undertake it in consultation with the Customer. In particular, reev will neither acknowledge nor dispute claims asserted by third parties without consultation with the Customer. The provisions of this Sec. 6.5 apply accordingly to contractual penalties as well as governmental or judicial fines and administrative fines, insofar as the Customer is responsible for them.

#### 6.6 Making certain settings in the Application

In order to make full use of the services set forth in the list of services, the Customer must make certain settings in the Application on their own responsibility. In addition to storing the Tariffs or Electricity Cost Tariffs, these are in particular

- (a) For the use of the functions "internal allocation / billing to booking accounts" and "Charging Company Cars at Home": Creation of booking accounts, configuration of Charging Keys including assignment of vehicles or users authorized for internal Charging Processes or Company Car Users;
- (b) For the use of the "billing of Authorized Users" function, the Authorized Users must be stored in the system and provided with Charging Keys. In this context, the Customer shall also ensure that the Authorized Users record a valid means of payment and perform the actions and make the declarations required for the use of the means of payment and payment processing by the PSP.
- (c) For the use of the 'EMS' function, the following information must be stored in the application, depending on the number of charging points: (i) the maximum limit of the charging infrastructure in amperes, (ii) the phase rotation of the charging points, and (iii) the topology of the charging infrastructure. The information required for the customer's charging points is displayed in the application.

## 7 Blocking access to the reev Platform

7.1 reev is entitled to block the Customer's access to the reev Platform and Application (and thus suspend the SaaS Services) if

- (a) there are indications that the Customer's access data has been or is being misused or that the Customer's access data has been or is being provided to an unauthorized third party or that the Customer's access data is being used by employees other than those recorded on the reev Platform by the Customer;

- (b) there are indications that third parties have otherwise gained access to the Application provided to the Customer;
  - (c) the blocking is necessary for technical reasons;
  - (d) reev is legally, judicially or officially obliged to block it;
  - (e) the Customer is more than one (1) month in arrears with payment of the agreed fee;
  - (f) the Customer has provided incorrect bank details in the case of payment by direct debit and fulfillment of the Customer's performance obligations is not guaranteed;
  - (g) the Customer has provided incorrect or invalid contact details and communication between reev and the Customer is not possible.
- 7.2 reev shall give the Customer reasonable notice of the blocking in text or written form, but no later than one (1) working day before the blocking takes effect, provided that the notice is reasonable and compatible with the purpose of the blocking, taking into account the interests of both parties.

### **Part III:**

## **Additional terms and conditions for "Charging Company Cars at Home"**

### **8 Further definitions for "Charging Company Cars at Home"**

- 8.1 **Expense Reimbursement Receipt Management** means the version of the "Charging Company Cars at Home" function in which reev enables the creation of a receipt on the basis of which the Customer reimburses the electricity costs incurred by the Company Car User due to Third-Party Charging Processes.
- 8.2 **Expense Reimbursement Receipt Management and Payment** means the version of the "Charging Company Cars at Home" function under which reev reimburses the electricity costs incurred by the Company Car User due to Third-Party Charging Processes in the name and for the account of the Customer and after prior approval by the Customer.
- 8.3 **Third-Party Charging Station** means a system for charging electric vehicles that is used by a Company Car User and is not a Customer Charging Station.
- 8.4 **Third-Party Charging Process** means the connection of an electric vehicle by a Company Car User to a Third-Party Charging Station with a minimum consumption of 0.1 kWh. Processes that are below this limit are referred to as faulty charging processes and are not recorded.

- 8.5 **Company Car User** means users of an electric vehicle of the Customer (company car) who are users of Third-Party Charging Stations (e.g. own wallboxes) and to whom the Customer has agreed (usually on the basis of a separate agreement between the Customer and the Company Car User) to pay the charging costs incurred by charging the company car.

## **9 Services provided by reev; billing of Third-Party Charging Processes**

### **9.1 Selection of product version by the Customer**

When ordering the "Charging Company Cars at Home" function, the Customer selects between the product version Expense Reimbursement Receipt Management and the product version Expense Reimbursement Receipt Management and Payment:

- (a) As part of the product version Expense Reimbursement Receipt Management and Payment, reev will regularly provide the Customer with an overview of the Third-Party Charging Processes carried out by the respective Company Car Users and the resulting electricity costs for the approval of the resulting reimbursement payment. In this case, the Customer and reev hereby agree on the payment procedure, according to which the Customer instructs reev to pay the individual reimbursement payment to the respective Company Car User by approving the individual reimbursement payment within the Application. reev sends the Customer a monthly statement of the reimbursement payments, collects the corresponding payments from the Customer and forwards them to the respective Company Car User. This payment procedure is limited to payments of reimbursements from the "Charging Company Cars at Home" function.
- (b) As part of the Expense Reimbursement Receipt Management product version, reev enables the creation of a receipt on the basis of which the Customer himself reimburses the electricity costs of the Company Car User for Third-Party Charging Processes. In this case, no payment processing of Third-Party Charging Processes takes place via reev (or the PSP).

### **9.2 Changing the product version**

The Customer can change the product version by notifying reev four (4) weeks before the end of a billing period.

## **10 Rights and obligations of the Customer**

### **10.1 Obligations of the Customer and liability**



Obligations under this Sec. 10 apply to the Customer as a contractual partner of reev, even if Third-Party Charging Stations are owned by a third party. Insofar as the Customer makes use of the Company Car User to fulfill his respective obligations, he is responsible for the fault of the Company Car User to the same extent as his own fault.

#### 10.2 Registration and storage of Third-Party Charging Stations in the Application

In order to be able to use the "Charging Company Cars at Home" function, the Customer must enter all the necessary data for the Third-Party Charging Station and the Electricity Cost Tariff applicable for billing the Third Party Charging Processes at the Third-Party Charging Station via the Application for the reev Platform. As long as the Third-Party Charging Station is not fully recorded via the Application, the Customer cannot use the "Charging Company Cars at Home" function. The Customer is responsible for the completeness and accuracy of the required data. This also applies if the Customer gives the Company Car User the option of entering the data themselves via the reev app.

#### 10.3 Recording of the Electricity Cost Tariff by the Customer

The Customer is solely responsible for correctly recording the Electricity Cost Tariff applicable for billing the reimbursement of expenses. The reev app enables the Customer to save a corresponding proof to be provided by the Customer (e.g. electricity bill or contractual documents). The Customer can give the Company Car User the option of entering the Electricity Cost Tariff and/or the proof themselves via the app. It is the Customer's responsibility to check the accuracy of the information provided by the Company Car User. reev is not responsible for checking the accuracy, completeness and/or legal conformity of any Electricity Cost Tariffs, proof provided or other information provided by the Customer or the Company Car User. The Customer himself shall ensure that he receives the information and documents required for the proper documentation of a wage tax-exempt reimbursement of expenses and keeps them in accordance with the legal requirements. After termination of the contractual relationship, reev is no longer obliged to provide accounting documents.

#### 10.4 Technical requirements for Third-Party Charging Stations

- (a) The Customer is responsible for establishing and maintaining the functionalities, technical requirements and devices necessary for the connection of the Third-Party Charging Stations registered by it to the reev Platform (in particular (i) the technical requirements in accordance with the **Appendix Technical Requirements for Customer Charging Stations**, and (ii) the implementation of one of the Charging Keys provided for in the **Appendix Authentication Options** for Third-Party Charging Stations).

- (b) If Third-Party Charging Stations do not meet the requirements of these terms and conditions, in particular this Sec. 10 the "Charging Company Cars at Home" function cannot be used. reev also has the right to have such Third-Party Charging Stations disconnected from the reev Platform after setting a reasonable deadline and to correct the Third-Party Charging Stations recorded on the reev Platform accordingly.

#### 10.5 Compliance with regulatory and tax law requirements

reev assumes no responsibility for the procurement of the charging electricity and compliance with all energy and measuring law, civil and tax law regulations associated with the operation of the Third-Party Charging Stations or the reimbursement of expenses as well as the payment of all associated taxes and duties, in particular electricity tax or wage tax.

### Part IV:

## Additional terms and conditions for Roaming Services

### 11 Further definitions for Roaming Services

- 11.1 **EMP** means an e-mobility provider that is a partner of the Third-Party Platform. A contractual relationship between the EMP and the Customer is not established with these terms and conditions or otherwise in the context of the Roaming Services; the Customer solely enters into a contractual relationship with reev.
- 11.2 **EM User** means customers of EMPs who use electric vehicles. An EM User carries out a Charging Process at a Customer Charging Station via the Third-Party Platform and can have several identification media. Roaming Marketing of Customer Charging Stations to users of electric vehicles who do not have a contractual relationship with an EMP and only want to charge occasionally is not part of Roaming Services; however, such marketing can take place via ad hoc charging.
- 11.3 **Service Price** is the price agreed between reev and the Customer for Charging Processes of EM Users in EUR/kWh.
- 11.4 **Roaming Services** means the registration of the Customer Charging Stations to the Third-Party Platform by reev, the commercial marketing, use and exploitation of the Customer Charging Stations via the Third-Party Platform by reev in its own name and for its own account and risk, and the billing of the Charging Processes generated via the Third-Party Platform between reev and the Customer.
- 11.5 **Roaming Marketing** means the marketing of Customer Charging Stations by reev as part of Roaming Services.

- 11.6 **Third-Party Platform** means a software-based e-mobility B2B service platform operated by third parties (e.g. Hubject GmbH) that connects operators and/or marketers of charging stations for electric vehicles and providers or users of e-mobility services.

## **12 Granting of commercial rights of use and exploitation**

For the provision of Roaming Services, the Customer commissions reev to also make the Customer Charging Stations available to EM Users for Charging Processes and grants reev the right to use and exploit the Customer Charging Stations exclusively for the purpose of providing the Roaming Services, limited in time to the duration of the contractual relationship, but not limited in terms of location or customer.

## **13 Services and obligations of reev**

### **13.1 Limits to the provision of services**

reev provides the Roaming Services to the Customer. In the context of the provision of Roaming Services, reev is not obliged to,

- (a) provide the Customer with access to the Third-Party Platform or otherwise make the Third-Party Platform available to the Customer for use;
- (b) ensure a certain capacity utilization of the Customer Charging Stations or a certain number of Charging Processes.

Furthermore, reev would like to point out that in the context of the provision of Roaming Services, the terms and conditions of the Third-Party Platform over which reev has no influence apply. The possible inclusion of terms of use of the Customer (also vis-à-vis EMPs or EM Users) by means of clearly legible notices at the Customer Charging Stations (including their legal review) remains reserved to the Customer.

### **13.2 Contractual relationships between reev and the EMPs**

For the purpose of Roaming Marketing, reev concludes a participation agreement with the EMPs registered on the Third-Party Platform. By concluding and complying with the terms and conditions of the participation agreement with the EMPs, reev ensures that the EM Users of the respective EMPs have the possibility to access and use the Customer Charging Stations provided by the Customer.

### **13.3 Billing of Charging Processes as part of the service**

reev will carry out the Roaming Marketing of the Customer Charging Stations in its own name, for its own account and at its own risk in accordance with Sec. 13 and will either itself or through a PSP issue a monthly credit note for the Charging Processes carried out with an itemized invoice to the Customer.

## **14 Billing of Charging Processes for Roaming Marketing**

### **14.1 Service Price**

The Service Price owed by reev to the Customer corresponds to an amount in EUR per kWh for each Charging Process, which can be found in the service and price list of the respective product reev Dashboard in its then current version.

### **14.2 Adjustments of the Service Price**

reev reserves the right to adjust the agreed Service Price at any time at its reasonable discretion to the development of electricity prices and/or the prices of a Third-Party Platform.

- (a) reev will notify the Customer of an increase of the Service Price via the Application. The increase of the Service Price shall enter into force at the end of the calendar month following the notification with effect for the future.
- (b) reev will inform the Customer of a reduction of the Service Price via the Application at least four (4) weeks before it comes into effect. The reduction of the Service Price shall enter into force at the beginning of the following quarter with effect for the future.

In the event of a reduction of the Service Price by reev, the Customer is entitled to revoke the right of use and exploitation granted pursuant to Sec. 12. In this case, reev will disconnect the affected Customer Charging Stations from the Third-Party Platform and correct the charging station list stored in the Application accordingly.

### **14.3 Billing of the Service Price and payment to the Customer**

The billing of the Charging Processes generated via the Third-Party Platform and their payment to the Customer is either (i) carried out by reev itself or (ii) reev will, at its own discretion, use a PSP commissioned by it to process the necessary financial transactions.

The Charging Processes carried out by EM Users are billed to the Customer either by reev or the PSP per hundredth of a kWh. For this purpose, reev or the PSP issues a credit note to the Customer by the 15th calendar day of the following month, which contains a list of the Charging Processes carried out. Faulty Charging Processes are not listed. The invoiced amounts for the Charging Processes shown in the credit note (less the respective fee per transaction, which can

be found in the price list of the respective reev Dashboard product in its then current version) will be paid out by reev or the PSP to the Customer to a bank account to be specified by the Customer within 20 calendar days of the credit note being issued. The payment is made net plus any applicable VAT.

In turn, reev will invoice the EMP in its own name and for its own account and risk for a fee plus administrative surcharge for the billing of the Roaming Services. reev is free to choose the amount invoiced to the EMP and is not bound by instructions to the Customer. reev has no influence on the fees that the EMP subsequently invoices to the respective EM User. reev bears the settlement risk vis-à-vis the EMP for the billing.

#### 14.4 Objections

In the event of objections regarding the correctness of Charging Processes carried out by EM Users, reev will check the process indicated by the EMP technically and in terms of content. reev will verify that the data transmitted by the Customer Charging Station is plausible and correct in terms of content. If reev determines that the data transmitted by the Customer Charging Station is incorrect and/or not plausible, reev will respond to the EMP's objection and procure an amicable solution to the objection. If this results in a refund of fees to the EMP or EM User, the respective Service Price credited to the Customer accordingly will be deducted from the subsequent credit note and offset against the turnover made. reev will ensure that objections are kept to a minimum through preventive data validation.

**Part V:**  
**Additional Terms and Conditions for Payment Terminal**

**15 Further definitions for Payment Terminal**

- 15.1 **Charging Process with Customer Payment Terminal** means the charging of an electric vehicle of the PT User at a Customer Charging Station without prior login or registration of the PT User with the Customer with contactless payment at the Customer Payment Terminal, which enables spontaneous charging even without a previously existing contractual relationship between PT User and Customer.
- 15.2 **Customer Payment Terminal** means a card payment system of the Customer (e.g. own or rented system) for payment processing between PT User and Customer at Customer Charging Stations via physical or digital payment cards, which is operated by a Third-Party Platform. The Customer Payment Terminal can be installed free-standing in the area of the Customer Charging Stations or integrated into the Customer Charging Station.
- 15.3 **PSP Payment Platform** means a digital payment infrastructure operated by the PSP (e.g. Elavon), via which the processing of payments from PT Users to the Customer is carried out in whole or in part during a Charging Process with Customer Payment Terminal and which is technically connected to the reev Platform by reev.
- 15.4 **PT Services** means Software as a Service services as part of the technical connection of the Customer Payment Terminal to the reev Platform by reev, and the facilitation of commercial marketing of Charging Processes with Customer Payment Terminals by the Customer.
- 15.5 **PT Tariff** means the price in EUR per kWh set by the Customer in the reev Application for Charging Processes of PT Users.
- 15.6 **PT User** means the users of an electric vehicle who conduct a Charging Process with Customer Payment Terminal.
- 15.7 **Third-Party Platform** means a digital infrastructure operated by a third party (e.g. myPayter) by means of which the Customer Payment Terminal is operated and which is technically connected to the reev Platform by reev.

**16 Services of reev, granting of commercial rights of use**

- 16.1 Services provided by reev, granting of rights of use
- (a) The Customer commissions reev with the provision of PT Services. reev provides these PT Services for a fee. The commercial marketing of the Customer Charging Stations via

the Customer Payment Terminal is carried out in the name, for the account and at the risk of the Customer using the reev Application.

- (b) The Customer commissions reev to make the Customer Charging Stations with Customer Payment Terminals available for Charging Processes via the Third-Party Platform.
- (c) The Customer commissions reev as an intermediary to process payments by PT Users from Charging Processes with Customer Payment Terminals via the PSP Payment Platform in the name and for the account of the Customer. An electricity supply and usage agreement is only concluded between the Customer and the PT User. The Customer commissions reev as an intermediary to accept payments from PT Users under the electricity supply and usage agreement. Billing and payment to the Customer is described in Sec. 19.3 below.
- (d) Exclusively as part of the provision of PT Services, reev grants the Customer the right to use the Customer Charging Stations for the duration of the contractual relationship, but not limited in terms of location or customer.

#### 16.2 Personal attachment

The rights of use within the scope of the provision of PT Services are personal and are granted exclusively to the Customer. Any resale or transfer by the Customer is not permitted.

### 17 Term and termination

The term and notice period of the agreement on the provision of PT Services correspond to the term and notice period of the SaaS Services.

If cancellation fees are incurred by the providers of the Third-Party Platform and/or the PSP Payment Platform as part of PT Services, these shall be borne by the Customer.

### 18 Services and obligations of reev

#### 18.1 Limits to the provision of services

As part of the provision of PT Services, reev is not obliged to,

- (a) provide the Customer with access to the Third-Party Platform or the PSP Payment Platform or otherwise make it available for use;
- (b) ensure a certain utilization of the Customer Payment Terminals or a certain number of Charging Processes.

Furthermore, reev would like to point out that the possible inclusion of terms of use of the Customer vis-à-vis PT Users is also reserved for the Customer by means of clearly legible notices at the Customer Charging Stations and at the Customer Payment Terminals (including their legal review).

#### 18.2 Marketing of Customer Charging Stations

reev will market the Customer Charging Stations via the Customer Payment Terminal in the name, for the account and at the risk of the Customer in accordance with Sec. 16 and will either itself or through a PSP issue a monthly credit note for the Charging Processes carried out with an itemized invoice to the Customer.

### 19 Billing of Charging Processes via the Customer Payment Terminal

The billing of PT Users' Charging Processes is an essential part of PT Services. Insofar as the Customer markets the Customer Charging Stations to PT Users via the Customer Payment Terminal, payment to the PT User is not processed by reev itself, but by the PSP in the name and for the account of the Customer.

#### 19.1 Determination of the PT Tariff by the Customer

- (a) A prerequisite for the use of payment processing is setting the PT Tariff in EUR per kWh by the Customer via the reev Application. The Customer is entitled to change the PT Tariff or the conditions at any time.
- (b) In addition, the Customer may also define further conditions for the Charging Process on their own responsibility. The PT Tariff set in each case and the other conditions are displayed to the PT User before the start of the Charging Process.
- (c) The Customer undertakes to indemnify reev against all claims of third parties which are asserted against reev by third parties with regard to the conditions applicable to the purchase of charging current due to possibly legally incorrect or incomplete information. This does not apply if reev has inaccurately or incompletely reproduced the information received from the Customer on the reev Platform.

#### 19.2 Billing of Charging Processes to a PT User by the PSP

- (a) The PSP bills the PT User for the Charging Process.
- (b) Via the reev Application, the PT User receives a receipt for each transaction in the name and on behalf of the Customer.



- (c) Charging Processes are invoiced to PT Users by the PSP. In order to avoid errors in billing and the collection of claims, the maximum costs incurred for a Charging Process are limited to a net amount. The current amount of the limit is displayed to PT Users on the Customer Payment Terminal before the Charging Process is started.

#### 19.3 Billing and payment to the Customer

- (a) The payment of the amounts collected by reev via the PSP from the Charging Processes conducted via the Customer Payment Terminal is carried out via the reev Application. For this purpose, reev creates a monthly payment request on behalf of the Customer to reev.
- (b) At the end of each billing period of one (1) month, the Customer shall be paid all corresponding amounts for the Charging Processes carried out for this billing period within 14 days of the end of the billing period. The Customer has the option of viewing the statements for the respective billing period in the system.
- (c) The PSP receives a fee per transaction. The transaction-related fees are invoiced to the Customer by reev on a monthly basis and can be found in the then current version of the price list.

#### 19.4 Objections

- (a) In the event of objections regarding the correctness of Charging Processes carried out by PT Users, reev will check the process displayed by the Customer Payment Terminal technically and in terms of content. reev will verify whether the data transmitted by the Customer Charging Station is correct in terms of content.
- (b) If reev determines that the data transmitted by the Customer Charging Station and the Customer Payment Terminal is incorrect, reev will respond to the PT User's objection procure an amicable solution to the objection. If this results in a refund of fees to the PT User, the Service Price credited to the Customer will be deducted from the subsequent credit note and offset against the turnover made. reev will ensure that objections are kept to a minimum through preventive data validation.

## 20 Warranty, duties and obligations

The terms and conditions set forth in Part II, 5 and 6 apply.

## Part VI:

### Additional terms and conditions for the product reev GHG quotas

#### 21 Further definitions for the product reev GHG quotas

- 21.1 **Battery Electric Vehicle** means a pure battery electric vehicle within the meaning of Section 2 (3) of the 38th German Ordinance on the Implementation of the Federal Immission Control Act (*38th BImSchV*) whose owner is the Customer.
- 21.2 **Market Price** means the price published by Argus Media Ltd. for trading GHG quotas in EUR per ton of CO<sub>2</sub>.
- 21.3 **Quota Fee** means the fee applicable between reev and the Customer for the transfer of the GHG quotas by reev.
- 21.4 **Quota Obligated Party** means a person who is obliged to reduce the greenhouse gas emissions caused by placing petrol or diesel fuels on the market in accordance with Section 37a (1) and (4) German Federal Immission Control Act (*BImSchG*). The reduction takes place via so-called compliance options. The extraction of electricity for use in road vehicles is one such compliance option.
- 21.5 **GHG Quota Trading** means the fulfillment by a third party of the obligation to reduce greenhouse gas emissions of a Quota Obligated Party in return for payment.
- 21.6 **Quota Trader** means a service provider that (i) markets GHG quotas to Quota Obligated Parties and (ii) handles GHG Quota Trading with the competent authorities.

#### 22 Transfer of the right to participate in GHG Quota Trading

When ordering the reev GHG quota product, the Customer transfers to reev the right to participate in GHG Quota Trading with the publicly accessible Charging Points and/or Battery Electric Vehicles registered on the reev Platform to the extent agreed in each case (designation of a person as a third party within the meaning of Sections 5 (1) sentence 2 and 7 (5) of the 38th BImSchV).

## **23 Services and obligations of reev**

### **23.1 Commissioning of a Quota Trader**

reev commissions a Quota Trader to participate in GHG Quota Trading with the Customer's Charging Points and/or Battery Electric Vehicles registered on the reev Platform, in each case to the agreed extent.

### **23.2 Quota Fee**

reev owes the Customer a Quota Fee for the transfer of the right to participate in GHG Quota Trading.

- (a) The Quota Fee valid at the respective time and for the remainder of the current calendar year will be displayed to the Customer by reev in the Application when a Charging Point and/or Battery Electric Vehicle of the Customer is registered. For Charging Points and/or Battery Electric Vehicles that are registered at a different time, a different Quota Fee may apply (which applies to these respective Charging Points and/or Battery Electric Vehicles for the remainder of the current calendar year).
- (b) If the Customer registers Charging Points and/or Battery Electric Vehicles for the reev GHG quota product, the Quota Fee displayed to the Customer in the Application for the respective Charging Points and/or Battery Electric Vehicles shall apply for the remainder of the current calendar year.
- (c) In the following cases, reev reserves the right to adjust the applicable Quota Fee within the current calendar year,
  - (i) in the event of a change in the Market Price by more than 20% within a calendar year to the then current Market Price for GHG quotas;
  - (ii) in the event of the commissioning of another Quota Trader to participate in quota trading, if this substitution results from an imminent insolvency or the filing of an application for the opening of insolvency proceedings against the assets of the previously commissioned Quota Trader.

reev will inform the Customer of the adjustment of the Quota Fee immediately in text form.

- (d) In the event of a reduction in the Quota Fee pursuant to Sec 23.2(c) the Customer is entitled to deactivate the reev GHG quotas product in the reev Application. This has no effect on other services agreed between the parties (e.g. SaaS Services).

- (e) Four (4) weeks before the end of the calendar year, reev shall inform the Customer (e.g. via the Application and/or by e-mail) of the Quota Fee valid for the following calendar year for the Customer's Charging Points recorded at that time. The Customer then has the option of deactivating the GHG quota function in the reev Application until 15 January of the following calendar year. If the Customer deactivates the GHG quota function within this period, the transfer of the right to participate in GHG Quota Trading ends at the end of the current calendar year in accordance with Sec. 26. If the function is not deactivated within the deadline, the Customer shall transfer the right to participate in GHG Quota Trading with the Customer's registered Charging Points for the following calendar year at the Quota Fee applicable at that time.

#### 23.3 Due date of the Quota Fee for publicly accessible Charging Points

In order to participate in GHG quota trading, certification of the electricity supplied via the customer's agreed publicly accessible charging points for use in electric vehicles is required. The quota trader is responsible for handling the certification with the competent authority (currently the Federal Environment Agency). Certification is based on the information to be provided regularly by the customer in accordance with Section 24.1. The quota trader forwards this information to the competent authority. The quota fee is paid – taking into account the average processing time of the competent authority – no later than eight (8) weeks after reev has been notified of the successful certification and (in the case of payment by reev) the quota trader has paid the corresponding marketing proceeds to reev.

#### 23.4 Due date of the Quota Fee for Battery Electric Vehicles

The quota fee for battery electric vehicles will be paid to the customer no later than eight (8) weeks after reev has been notified of successful certification and (in the event of payment by reev) the quota dealer has paid reev the corresponding marketing proceeds.

#### 23.5 Payment of the Quota Fee

The Quota Fee is paid out either by reev itself or by a third party (e.g. the Quota Trader or a payment service provider commissioned by the latter). If the Customer is offered several payment options when ordering the product reev GHG quotas, the Customer is free to choose between them. reev is not obliged to offer the Customer several payment options. The Quota Fee is a net amount and will be paid to the Customer plus any applicable VAT. The Customer is responsible for the payment of VAT.

## 24 Rights and obligations of the Customer

### 24.1 Enabling GHG Quota Trading for publicly accessible Charging Points

- (a) The Customer is obliged to ensure that its publicly accessible Charging Points registered on the reev Platform meet all the necessary requirements for using the reev GHG quota product. The requirements result from the provisions of the 38th BImSchV (or from a legal regulation replacing it) and can be found in the **Appendix Requirements for participation in GHG Quota Trading**. reev is entitled, but not obliged, to adapt the Appendix to the applicable legal situation. The provisions of Sec. 27 shall remain unaffected.
- (b) In accordance with Section 6 (1) of the 38th BImSchV (or a statutory provision replacing it), reev requires the information specified in the **Appendix Requirements for participation in GHG Quota Trading** for participation in GHG Quota Trading for publicly accessible Charging Points. reev will automatically retrieve this information via the reev Platform. reev is entitled to make this information available to the Quota Trader for the purpose of GHG Quota Trading.

Insofar as information cannot be retrieved automatically (e.g. in the event of a change in the information required by law), the Customer undertakes to take all reasonable and necessary actions and make declarations to enable reev to (continue to) participate in GHG Quota Trading with the Customer's publicly accessible Charging Points.

### 24.2 Enabling GHG Quota Trading for Battery Electric Vehicles

The Customer enables reev to participate in GHG Quota Trading for Battery Electric Vehicles by providing reev with a copy of the current and properly executed registration certificate(s) Part I in accordance with the German Vehicle Registration Ordinance (*FZV*) via the reev Application immediately after ordering the product reev GHG quotas, but in any case no later than January 31 of the calendar year following the order. The Customer shall send reev a new copy if the copy provided is illegible, of insufficient quality or otherwise unsuitable. Further conditions for the use of the reev GHG quotas for Battery Electric Vehicles can be found in the **Appendix Requirements for participation in GHG Quota Trading**.

## 25 Exclusivity

### 25.1 Guarantee and omission of other transfers

The Customer guarantees by way of an independent guarantee promise in accordance with Section 311 German Civil Code (*BGB*) that he has not designated any person as a third party to

participate in GHG Quota Trading with the agreed publicly accessible Charging Points or the Battery Electric Vehicles.

For the term of the reev GHG quota product, the Customer shall refrain from (i) appointing other persons as third parties to participate in GHG Quota Trading with the agreed publicly accessible Charging Points or Battery Electric Vehicles and (ii) itself participating in GHG Quota Trading with the agreed publicly accessible Charging Points or Battery Electric Vehicles.

#### 25.2 Legal consequences of breaching the guarantee or making other transfers

If the Quota Trader or the competent authority informs reev that the Customer has already designated another person as a third party to participate in GHG Quota Trading, reev is entitled to refuse payment of the Quota Fee for the corresponding calendar year for the respective publicly accessible Charging Points or Battery Electric Vehicles. reev will inform the Customer immediately of such notification by the Quota Trader or the Federal Environment Agency.

The Customer is obliged to compensate reev for any damage arising from the transfer of the right to participate in GHG Quota Trading to another party. The nature and extent of the damage to be compensated shall be governed by Sections 249 et seq. BGB.

## 26 Term

In deviation from Sec. 31, the transfer of the right to participate in GHG Quota Trading in the case of Battery Electric Vehicles and public Charging Points is limited to the calendar year in which the reev GHG quotas for the relevant Battery Electric Vehicles or public Charging Points are ordered.

The mutual right of the parties to extraordinary termination for good cause remains unaffected.

**Part VII:**  
**Common terms and conditions**  
**for SaaS Services, "Charging Company Cars at Home", Roaming Services**  
**and GHG quotas**

**27 Requirements for Customer Charging Stations**

27.1 Registration and labeling of Customer Charging Stations (or individual Charging Points)

(a) Registration of Customer Charging Stations in the Application

In order to be able to use the SaaS Services, Roaming Services and GHG quotas, the Customer must record all the necessary data (e.g. charging capacity, temporal and spatial access restrictions and, if applicable, proof of green electricity) of the Customer Charging Stations on the reev Platform via the Application. Once all relevant charging station data has been recorded, all service components (excluding roaming, ad hoc charging, "Charging Company Cars at Home" and GHG quotas) of the selected product are initially activated. If the Customer does not wish to use service components that have already been activated, it must deactivate them. As long as the Customer's Charging Stations are not fully registered via the Application, the Customer cannot make full use of reev's services.

(b) QR codes of the reev Platform

Based on the charging station data recorded by the Customer, reev generates stickers with a QR code including EVSE ID for each recorded Customer Charging Station and makes these available to the Customer. The Customer is obliged to affix the stickers with QR code including EVSE ID provided by reev to all recorded Customer Charging Stations. In this respect, the Customer is entitled and obliged to use these stickers.

Stickers with a QR code including EVSE ID may no longer be affixed to Customer Charging Stations that are no longer registered on the reev Platform and must be removed at the Customer's own expense.

(c) Compatibility logo of the Third-Party Platform

In addition, the Customer must clearly display the interchange compatibility logo provided by reev at all Customer Charging Stations registered for the use of Roaming Services to the Third-Party Platform at the latest at the time of registration of the Customer Charging Station to the Third-Party Platform by reev. In this respect, the Customer is entitled and obliged to use this logo.

The interchange compatibility logo may not be affixed to Customer Charging Stations that are not or no longer registered to the Third-Party Platform; the Customer must remove any logos attached immediately at its own expense.

## 27.2 Communication of static and dynamic location data

The Customer must provide reev with the static and dynamic location data of its Customer Charging Stations registered to the reev Platform. This data may be stored, released and used by reev on the reev Platform and the Third-Party Platform (and in particular also communicated to the EMPs so that the EMPs can display this data to their respective EM Users). In addition, reev is entitled to commercially use and exploit the data released by the Customer unchanged or edited (e.g. in aggregated form or in the form of a link with other data) or to provide it to third parties, in particular third-party providers (e.g. Hsubject GmbH), for commercial exploitation in return for payment and/or free of charge.

## 27.3 Technical requirements for Charging Stations

- (a) The Customer shall ensure that the Customer Charging Stations registered to the reev Platform comply with the relevant public law standards and regulations applicable at the time of their commissioning and are operated and maintained in accordance with the applicable standards and regulations. They must also meet the technical requirements in accordance with the **Appendix Technical requirements for Charging Stations**.
- (b) The Customer is obliged to establish and maintain the functionalities, technical requirements and devices (in particular for the implementation of one of the Charging Keys specified in the **Appendix Authentication Options**) necessary for the connection of the Customer Charging Stations registered by it to the reev Platform.
- (c) If the operational capability of a registered Customer Charging Station fails, the Customer must inform reev immediately. The same applies in the event of a subsequent restoration of operational capability.
- (d) If Customer Charging Stations meet the requirements of these terms and conditions, in particular this Sec. 27 (including the **Appendices Technical Requirements for Charging Stations** and **Authentication Options**), reev has the right to have such Customer Charging Stations disconnected from the reev Platform after setting a reasonable deadline and to correct the list of Customer Charging Stations registered on the reev Platform accordingly.



#### 27.4 Compliance of Customer Charging Stations with measurement and calibration law

The Customer must ensure that its Customer Charging Stations recorded on the reev Platform comply with measurement and calibration law in accordance with the provisions of the applicable German Measurement and Calibration Act (*MessEG*).

#### 27.5 Provision of Customer Charging Stations to Users

The Customer undertakes to make its Customer Charging Stations registered on the reev Platform available for use by Users in accordance with the contractual relationship between reev and the Customer. The obligation is subject to the reservation of free capacities of the respective Customer Charging Station. This does not affect the Customer's right to deactivate ad hoc charging or roaming, to restrict the general usage options of Customer Charging Stations in terms of time or to make the use of Customer Charging Stations located in semi-public or private areas dependent on the Users simultaneously using other services offered on site by the Customer. The Customer must inform reev in advance via the reev Application of such restrictions and, if applicable, the subsequent discontinuation of such restrictions.

### 28 Compliance with regulatory and tax law requirements by the Customer

The Customer (e.g. as owner, tenant or operator of the Customer Charging Stations) is responsible to reev for the procurement of the charging electricity, the operation of the Customer Charging Stations as well as compliance with all associated energy and measurement/calibration law, civil, regulatory and tax law provisions and the payment of all associated taxes and duties, in particular electricity tax.

In particular, reev is not responsible for checking the accuracy, completeness and/or legal conformity of the pricing, contractual conditions with an electricity supplier or other information provided by the Customer for the purchase of charging electricity.

### 29 Fees for SaaS Services, "Charging Company Cars at Home" and Roaming Services

#### 29.1 Monthly fees

For the SaaS Services, the "Charging Company Cars at Home" function and Roaming Services, the Customer pays the agreed remuneration, which consists of (i) a monthly basic fee per Charging Point or registered Third-Party Charging Station and, if applicable, (ii) a monthly fee per SIM card ordered and/or (iii) a monthly basic fee per location. The fees stated can be found in the price list for the respective product in the currently valid version. Unless otherwise stated therein, all prices are shown as net prices and do not include statutory VAT.

## 29.2 Invoicing and due date

Invoices are issued in advance, at the beginning of each agreed billing period. Unless otherwise agreed, the invoiced fees are due upon invoicing. If the Customer grants reev a SEPA direct debit mandate, reev will not debit the invoice amount from the agreed account before the seventh (7th) day after the invoice date and the SEPA pre-notification.

## 29.3 Adjustment of the agreed fees

reev reserves the right to adjust the agreed fees at its reasonable discretion to the development of costs, which 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 labor costs increase or other changes in the economic or legal framework conditions lead to a changed cost situation. Increases in one type of cost, e.g. wage costs, may only be used for a price increase to the extent that they are not compensated by any declining costs in other areas, such as software costs.

In the event of an adjustment of the agreed fees by reev, the Customer has a special right of termination in accordance with Sec. 31.5 to.

## 29.4 reev Preconfigured

In the case of reev Preconfigured, the monthly basic fee per Charging Point applicable to the use of SaaS Services is waived for a period of one (1) month from the conclusion of the agreement. For the avoidance of doubt, this does not apply to transaction-related fees which are incurred when using individual components of the SaaS Services in accordance with these terms and conditions or which are charged by third parties (e.g. fees charged by the PSP to the Ad Hoc User or Authorized User for billing the Charging Process, see Sec. 4.4). If other products of the reev Dashboard are used, the corresponding fees will be charged as agreed.

# 30 Liability

## 30.1 Liability of reev

reev is liable in cases of intent or gross negligence, culpable injury to life, body or health and in cases of liability under the German Product Liability Act (*ProdHaftG*). reev is also liable for the culpable breach of essential obligations (i.e. those obligations whose fulfillment is essential for the proper execution of the agreement and on whose compliance the Customer may rely), whereby liability in the case of only slight or simple negligence is limited to compensation for foreseeable and typical damage.

30.2 Exclusion of further liability

Any further liability of reev beyond Sec. 30.1 is excluded.

30.3 Exclusion and limitation of liability also for vicarious agents

As far as the liability of reev is excluded or limited, this also applies in favor of the legal representatives, employees and vicarious agents of reev.

30.4 Cooperation between reev and the Customer in the event of liability claims against Users (or EMPs)

In the event that reev or the Customer asserts or intends to assert liability claims due to the behavior of a User (or an EMP) arising from or in connection with the use of a Customer Charging Station by a User, the parties undertake to inform the other party immediately of such a claim and to cooperate with each other in clarifying the underlying facts and, in particular, to provide each other with the information necessary to clarify the facts if and to the extent that they are known to the other party or can be determined with reasonable effort.

30.5 Indemnification in favor of reev

The Customer shall indemnify reev against any claims by third parties (e.g. Users or EMPs) which they assert in connection with the use of the Customer Charging Station operated by the Customer. The Customer shall attach operating instructions or a notice of use to the Customer Charging Station to prevent erroneous use of the Customer Charging Station.

## **31 Term and termination**

31.1 Term

The term of the contractual relationship between reev and the Customer is indefinite and begins with the signing of the agreement. The minimum term is two (2) years, unless otherwise agreed.

31.2 Term reev Preconfigured

- (a) In the case of reev Preconfigured, the option to use the SaaS Services ends automatically at the end of the one-month period without the need for termination by reev or the Customer. The Customer has the option to extend the agreement accordingly. In the event of an extension of the agreement, all provisions of these terms and conditions shall apply with the exception of the provisions on reev Preconfigured set forth in Sec. 29.4 and this Sec. 31.2. The services to be provided by reev then result from the scope agreed between reev and the Customer.

- (b) If the Customer orders the product reev GHG quotas during the term of reev Preconfigured, the transfer of the right to trade quotas is valid for the current calendar year. This also applies if the Customer does not conclude an extension of the agreement after the term of reev Preconfigured has expired.

### 31.3 Notice period

The contractual relationship can be terminated by either party - for the first time at the end of the agreed minimum term of two years, thereafter at the end of each contractual year – by declaration in text form (e.g. by e-mail) with a notice period of three (3) months.

### 31.4 Right to extraordinary termination

The right of a party to extraordinary termination for good cause remains unaffected. This must also be made in text form. reev is entitled to extraordinary termination for good cause in particular if

- (a) the Customer is more than six (6) weeks in arrears with the payment of the agreed fee and reev has threatened the Customer with termination in text form with a notice period of two (2) weeks before the termination takes effect; or
- (b) after conclusion of the contractual relationship, a significant deterioration in the reliability of the Customer as operator of the Customer Charging Stations, solvency or creditworthiness of the Customer becomes apparent, which jeopardizes a claim of reev, in particular an application for the opening of insolvency proceedings against the assets of the Customer is filed; or

in the event that the Customer also uses the Roaming Services, additionally in the following cases:

- (c) the third-party provider has extraordinarily terminated the CPO usage agreement with reev; or
- (d) reev has extraordinarily terminated the CPO usage agreement with the third-party provider.

### 31.5 Special right of termination

reev reserves the right to amend the services agreed in the order form of the respective product or to adjust, limit or discontinue its fees and charges. reev will inform the Customer about an intended amendment of the agreement in text form at least eight (8) weeks before it comes into effect and will highlight the new provisions separately. In the event of intended amendments, the Customer has a special right of termination for the contractual relationship. The special right of termination must be exercised within eight (8) weeks of receipt of the corresponding information

about the intended amendments. In this case, the termination shall take effect when the amendments come into force in accordance with these terms and conditions.

The special right of termination does not apply to software updates or technical changes to interfaces if these are merely intended to pursue technical optimizations or rectify technical problems. In this case, reev will inform the Customer promptly about the changes.

## **32 Confidentiality and secrecy**

32.1 Each party undertakes with regard to the all information, trade secrets and information of the respective other party (hereinafter referred to as "**Information**") of which it becomes aware as a result of the contractual relationship

- (a) to only use such Information to the extent that this is necessary for the performance and implementation of these terms and conditions and the respective list of services in their applicable version or - in the case of reev for Roaming Marketing – the participation agreement and otherwise to treat them confidentially and not to make them accessible to third parties without the consent of the other party. Affiliated companies in which the Customer does not hold a majority of the capital or voting rights are also deemed to be third parties within the meaning of these terms and conditions. The Customer's employees and other third parties commissioned by the Customer (including subcontractors and freelancers) shall be obligated accordingly;
- (b) to only disclose such Information to those of its employees who need it for the purpose of these terms and conditions; and
- (c) to treat such Information with the same care and diligence that the receiving party applies to its own information, and in no event with less than reasonable care and diligence.

32.2 The above obligations do not apply to Information that

- (a) was already publicly known at the time of receipt or became publicly known at a later point in time without a breach of confidentiality by the receiving party;
- (b) was already known to the receiving party prior to receipt by the disclosing party and was not subject to any confidentiality obligation or was developed by the receiving party itself;
- (c) the receiving party has received from third parties in a lawful manner without being bound by a confidentiality obligation;
- (d) has been released with the written consent of the disclosing party; or

- (e) has been released after all means of defense have been exhausted in order to comply with an governmental or court order; however, the party concerned must be informed of such a governmental or court decision in due time.

32.3 The confidentiality obligation begins with the disclosure of the Information and continues for the entire term of this agreement and a period of five (5) years from a termination or end of the term of this agreement, unless statutory provisions provide for a longer confidentiality obligation.

32.4 Notwithstanding the above provisions, reev is entitled to name the Customer as a reference customer in marketing materials (including websites), stating the full company name and using the respective company logo.

32.5 With the exception of Sec. 32.4, the above provisions in this Sec. 32 do not establish any rights of use under intellectual property law. All rights of use granted within the framework of the agreement between the parties shall remain unaffected by the above provisions.

If reev provides the Customer with documentation, the Customer is not authorized to edit, distribute or make this documentation publicly accessible.

### **33 Data protection**

In connection with the provision of Customer Charging Stations to Users, the registration of Third-Party Charging Stations and the resulting necessary communication between the parties, reev may at least indirectly come into contact with Users' personal data. The parties agree that the collection, processing and use of such data by reev is carried out by way of commissioned data processing and exclusively in accordance with the **Appendix Agreement on the Processing of Personal Data**.

### **34 Communication**

34.1 The Customer designates a contact person in his company to reev who is authorized to receive and submit legally binding declarations in connection with the contractual relationship with reev.

34.2 In addition, communication between the Customer and reev can take place via an individual account of the Customer set up by reev on the reev Platform. This account can also be used for legally binding declarations in connection with the contractual relationship between the Customer and reev, unless otherwise stated in these terms and conditions, its appendices or the respective list of services in their applicable version. Excluded are legally binding declarations of the parties with regard to any processing of personal data carried out by reev, which must be made in writing within the meaning of Section 126 BGB.

## **35 Final provisions**

- 35.1 These terms and conditions apply to all services provided by reev to traders. Traders within the meaning of these terms and conditions are those in accordance with Section 14 BGB, i.e. natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, are acting in the exercise of their trade, business or profession.
- 35.2 The Customer's general terms and conditions shall only become part of the agreement if this has been expressly agreed in text form.
- 35.3 The Customer can only offset against claims of reev or assert a right of retention if the counterclaim is undisputed or legally recognized or is in a synallagmatic relationship to the respective claim.
- 35.4 The language of the agreement is English. Translations into other languages are for the sole purpose of comprehensibility and are not legally binding.
- 35.5 Should provisions of these terms and conditions be wholly or partially invalid or unenforceable or lose their legal validity or enforceability at a later date, this shall not affect the validity of the remaining provisions of these terms and conditions.
- 35.6 The law of the Federal Republic of Germany shall apply to the exclusion of conflict of laws provisions.
- 35.7 The exclusive place of jurisdiction for all disputes arising from or in connection with these terms and conditions (or any other provisions agreed between the parties for the reev Dashboard products) is Munich, provided that the parties are traders or the Customer has no general place of jurisdiction in Germany or in another EU member state or has moved his permanent residence abroad after these terms and conditions come into effect or the place of residence or habitual residence is not known at the time the action is brought.

## **Appendix – Technical requirements for Customer Charging Stations**

### **1. General compatibility of the charging infrastructure**

Only the charging infrastructure listed in the compatibility list under the following link is supported:

<https://reev.com/kunden-partner/hardwarehersteller/>

### **2. Requirements for the technology of charging infrastructures**

#### **(a) AC charging**

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

The charging station is equipped with one or more type 2 Charging Points. The charging station enables single-phase AC charging with up to 7.4 kW and three-phase AC charging with up to 43 kW. The charging station adapts to the charging power required by the electric vehicle.

##### **(ii) 1-phase AC charging (up to 3.7 kW)**

The charging station is equipped with one or more type 2 Charging Points. The connection enables single-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 DC 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 DC voltage. Further technologies can be specified by reev.

### **3. Certification of charging infrastructures**



With regard to the safe use of the charging infrastructure, certification must be achieved in accordance with the requirements of existing norms and standards and in line with the concept development of the charging technology. The operator or manufacturer should ensure electrical safety and compliance with the standards. The minimum standards to which the Customer Charging Station should be certified are as follows: CE certification, compliance with the EMC Directive, DIN specification 70121 and IEC 61439-7. For DC charging stations or charging system, the following standards should also be considered: IEC 61851-23 (General requirements for a DC charging station), IEC 62196-3 (Definition of DC charging connectors) as well as DIN SPEC 70121 (Communication for DC charging between charging station and electric vehicle, based on ISO/IEC 15118) and ISO/IEC standard 15118 for certificate-based communication between electric vehicle, charging station and IT systems.

#### 4. Technical requirements for the EMS function in the 'dynamic load management' variant

(a) For the EMS function, the customer requires charging infrastructure that is listed in the EMS compatibility list at the following link and is marked as compatible: <https://reev.com/kunden-partner/hardwarehersteller/>

b. To use the EMS function in the 'dynamic load management' variant, the customer is responsible for installing the following hardware components:

- i. Compatible electricity meter
- ii. Router for data transmission

A list of compatible components can also be found at <https://reev.com/kunden-partner/hardwarehersteller/>

## Appendix – Authentication Options

### 1. Mandatory: Remote authentication

- (a) To enable the EM User to perform at least one remote authentication (QR code, EVSE input or call via map navigation (location-based service)), each Charging Point of a Customer Charging Station registered on the platform must be identified by a unique Electrical Vehicle Supply Equipment ID (**EVSE ID**) in accordance with ISO 15118-2, Annex H.2, which must be displayed legibly on the respective Charging Point.
- (b) Each Charging Point of a Customer Charging Station registered on the Platform is provided with a clearly legible QR code containing the EVSE ID of the respective Charging Point. The QR code and the sticker bearing it must comply with the requirements published by Hubject GmbH on the Platform.

### 2. Mandatory: RFID card and/or Plug&Charge plug or other medium

- (a) In addition, the EM User must also be able to authenticate using an RFID card and/or Plug&Charge plug or an authentication option approved by e-roaming platforms in accordance with the **Appendix [Technical Requirements and IT Security]**. The obligation to enable authentication via QR code and app remains unaffected by the provision of these additional authentication options.
- (b) If the EM User is authenticated by means of an RFID card, the Customer Charging Station must be equipped with a reader that can read either a MIFARE "RFID classic" or an "RFID DESfire EV1" RFID card, whereby the UID (Unique Identifier ID) identification system must be used as the basis in each case.
- (c) If the EM User is enabled to authenticate using a Plug&Charge plug, the necessary infrastructure for using certificate-based Plug&Charge communication in accordance with ISO 15118 must be provided in the Customer Charging Stations registered for the platform.

### 3. Authentication options for Third-Party Charging Stations:

- (a) Authentication via RFID card

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

(b) Authentication via Plug&Charge connector

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

(c) Authentication via QR code and app

Authentication can also be carried out using a QR code via the app. For this purpose, a QR code must be attached to the Third-Party Charging Station and the necessary setup of the app must be ensured.

## Appendix – Requirements for participation in GHG Quota Trading

1. Requirements for participation in GHG Quota Trading via the reev function for Battery Electric Vehicles (see 38th BImSchV)
  - (a) To use this function, the Customer must have the reev License **Pro** or the reev License **Compact**.
  - (b) The vehicle for which GHG quotas are to be claimed must be a pure Battery Electric Vehicle. Hybrids and plug-in hybrids are explicitly excluded from the GHG quota mechanism.
  - (c) The Battery Electric Vehicle in question must have been registered with the registration office for at least one (1) day within the calendar year for which GHG quotas are to be claimed.
  - (d) In order to be able to claim GHG quotas for a Battery Electric Vehicle, the applicant must be named as the owner of the Battery Electric Vehicle in the registration certificate Part I (vehicle registration document).
2. Participation in GHG Quota Trading via the reev function for publicly accessible Charging Points
  - (a) The following conditions must be met for the charging current to be counted towards the generation of GHG quotas:
    - (i) The Customer must have the reev license **Pro**.
    - (ii) The Charging Point in question must be publicly accessible within the meaning of the German Charging Point Ordinance (*LSV*). This means that accessibility must not be restricted by a barrier or corresponding labeling/signage. Furthermore, the Charging Point must be usable by an "undefined group of people or a group of people that can only be determined by general characteristics".
    - (iii) Public charging must be possible at the corresponding Charging Point. It is sufficient for ad hoc charging to be activated within the reev dashboard; simply activating eRoaming is not sufficient.
    - (iv) The Charging Point must be registered with the German Federal Network Agency (*Bundesnetzagentur*) as a publicly accessible Charging Point. Registration takes place via a corresponding online registration form on the website of the Bundesnetzagentur.

- (v) The Charging Point must ensure charging in compliance with measureign and calibration law in order to enable public charging and thus the use of the reev function for publicly accessible Charging Points.
- (vi) No subsidy was claimed for the Charging Point that excludes public use of the Charging Point (see e.g. KFW subsidy 441).
- (b) The following information must be provided by the Customer when activating the function within the reev dashboard:
  - (vii) The exact location data of the Charging Points to be billed.
  - (viii) The User's bank details for the settlement of GHG Quota Trading.
- (c) The following information is automatically retrieved by reev via the backend:
  - (ix) Charging quantities in kWh per Charging Point within a billing interval.

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