

# General Terms and Conditions for Delivery for B2B-Customers of Compleo Charging Solutions GmbH & Co. KG (Status 08/2023)

## 1. Scope and Object of Contract

1.1 The following General Terms and Conditions for Delivery shall always apply to performances of Compleo Charging Solutions GmbH & Co. KG, Ezzestraße 8, 44379 Dortmund, Germany (hereinafter referred to as "Compleo"), to B2B customers within the meaning of sec. 310 para. 1 of the German Civil Code (Bürgerliches Gesetzbuch, BGB), i.e. an entrepreneur, a legal entity under public law or a special fund under public law (hereinafter referred to as "Customer(s)") and the fulfilment of such performances. Deviating terms and conditions of the Customer shall not become part of the contract even if Compleo (i) does not expressly object to them or (ii) fulfils the performance.

1.2 The object of these General Terms and Conditions is to set the general rules for the provision of Products and Services by Compleo to the Customer. Further regulations regarding the provision of such Products and Services, including the granting of rights of use, shall be subject to product-specific and service-specific special conditions concluded between the parties in accordance with the provisions of these General Terms and Conditions. These General Terms and Conditions shall apply to each Product and/or Service subordinated to the relevant special terms and conditions.

## 2. Prices, Taxes and Payment

2.1 The Customer shall pay Compleo those prices and/or fees agreed in the individual Written Offer to which these General Terms and Conditions are attached. Compleo will invoice the Customer accordingly upon handover of the Product or fulfilment of the Service. Services that are performed recurrently will be charged by Compleo to the Customer on a monthly basis.

2.2 All prices, fees and other amounts payable by the

Customer under this agreement are exclusive of any taxes or similar charges. Compleo will separately invoice the Customer for these amounts if Compleo is obliged to pay them. Furthermore, the Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority of the Federal Republic of Germany or any other country on any amounts payable by Customer hereunder.

2.3 To the extent Customer is obliged under its applicable national law to withhold taxes from any payment under this agreement to Compleo, Customer shall be entitled to deduct such withholding taxes (Quellensteuern) from the amounts payable to Compleo. In this case, the payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Compleo receives a sum equal to the sum which Compleo would have received had no such deduction or withholding been made or required to be made.

2.4 Customer shall be held liable for withholding taxes (including interest, penalties, legal costs and allocated internal costs) relating to payments made by Customer to Compleo and for which withholding taxes were required to have been withheld by Customer under applicable national law. If Compleo is directly held liable by third parties due to a Customer's breach of duty, Compleo is entitled to claim any charges resulting thereof from Customer.

2.5 To the extent that the withholding taxes may be reduced by way of an exemption procedure (Freistellungsverfahren), refund procedure (Erstattungsverfahren) or other procedure under any tax treaty, policy or other source of law, Compleo and Customer hereby agree to take reasonable and appropriate measures to comply

- with the formal requirements for a reduction of withholding taxes on payments made under this agreement. Appropriate measures include (i) requesting and providing tax residence certificates (steuerliche Ansässigkeitsbescheinigungen), (ii) requesting and providing tax exemption certificates (Steuerfreistellungsbescheinigungen), (iii) providing information by Compleo that proves its entitlement to benefit from the applied source of law.
- 2.6 All invoiced amounts are due and payable without deduction within fourteen (14) calendar days after Customer's receipt of an invoice. Customer will make all payments hereunder in Euro and by bank transfer to the account specified in the individual Written Offer.
- 2.7 The Customer may set off or exercise a right of retention amounts payable only against explicitly recognized (anerkannt) – in written form – or legally established (rechtskräftig festgestellt) claims of Customer against Compleo.
- 3. Obligations of Compleo**
- 3.1 Compleo shall provide all Products and Services in accordance with the provisions of these General Terms and Conditions, the applicable product-specific and service-specific special conditions and performance descriptions.
- 3.2 Compleo may, at its sole discretion, change the operation, provision, maintenance and management of the Services as well as the related systems and materials, including (i) the location(s) where any of the Services are performed and (ii) the selection, deployment, modification and replacement of the Services and/or related materials, including maintenance, updates, upgrades, corrections and repairs (each a "Modification") thereto. Compleo reserves the right to make at its sole discretion Modifications that are necessary from Compleo's point of view to keep or improve the quality and delivery of Services or to comply with applicable law. However, Compleo will inform the Customer of any material (wesentliche) Modifications at least one (1) month ahead of the implementation of the intended Modification. Compleo will make an effort to ensure that there will be no material negative impairments on the functionality of the Services. Insofar as the functionality of the Products or Services is materially negatively affected as a result of Modifications, the Customer is granted an extraordinary right of termination with regard to the individual Written Offers for the Products and Services that are affected by such Modifications. The Customer has to exercise such extraordinary right of termination towards Compleo within one (1) month of receipt of the information regarding the implementation of the Modification.
- 4. Obligations of Customer**
- 4.1 The Customer is obliged to support Compleo whenever this is necessary or helpful for obtaining the Products and providing the Services. The Customer shall, where reasonable, in particular provide all documents and information necessary to enable Compleo to perform its obligations under this agreement.
- 4.2 In particular, the Customer shall be obliged to (i) not use the Products, Services or related materials for any purpose other than in accordance with this agreement, and (ii) notify Compleo of any defects or errors in the Products and Services without undue delay (ohne schuldhaftes Zögern).
- 5. IP-Rights**
- 5.1 Each Party will remain the sole and exclusive owner (Eigentümer) and agent (Verfügungsbefugter) of its own IP existing at the effective date of this agreement, or such IP created during the term of the agreement without use of the other party's IP. No rights to any IP will be transferred or licensed to the other party, unless otherwise specifically agreed in writing in this agreement.
- 5.2 Customer hereby grants Compleo for the term of this agreement a worldwide, royalty-free, non-exclusive, irrevocable, sub-licensable, non-transferable (except as set forth herein), free of third party rights and unrestricted (in terms of content) right to use (including the right to edit and modify) all materials, data and systems provided by the Customer in connection with the Products or Services, for any known or unknown purpose as far as necessary for Compleo to (i) perform the agreed Services, (ii) exercise its rights and perform its obligations under this agreement, and (ii) maintain and update the Compleo Backend.
- 5.3 Customer hereby grants Compleo for the term of this Agreement a worldwide, non-exclusive and non-transferable right of use free of charge to use the industrial property rights (gewerbliche

Schutzrechte) of the Customer (logo, word marks, word/picture marks, designs and company name) for self-promotion. Compleo takes over the introduced brand appearance (e.g. logo) of the Customer, which is provided to Compleo by the Customer. The right of use can also be terminated by the Customer before the end of this Agreement with a notice period of six (6) months to the end of the month.

## 6. Use of Data

- 6.1 All information, data and other contents, in any form or medium, which is not personal data and which is provided to Compleo by the Customer within the scope of the use of Products and Services ("Reference Data") and the collection of data of each charging operation at a charge point that is not personal data including, inter alia, the information of performed charging sessions, as well as the amount of electricity charged and the duration of the respective charging session ("Charging Data") shall retain the sole and exclusive ownership of the Customer.
- 6.2 All information, data and other content which are not personal data and which are derived by Compleo in the context of the Products or Services, including any derivations from accessing or processing Reference and Charging Data, provided that this information, data or other contents are sufficiently different from the Reference or Charging Data ("Resultant Data"), shall be the sole and exclusive ownership of Compleo.
- 6.3 Subject to the provisions regarding the protection of personal data, the Customer grants Compleo and its affiliates (pursuant to sec. 15 et seqq. AktG) the temporally and locally unlimited, irrevocable, non-exclusive, non-transferable, sublicensable and royalty-free right to use Reference Data and Charging Data, that will or have arisen within the scope of this agreement. Compleo and its affiliates also acquire the right to market the Reference Data and Charging Data to third parties.
- 6.4 Processing of personal data is generally carried out by the parties at their own responsibility, unless otherwise agreed. The parties are entitled to collect, process and use the personal data (arising in relation to the contractual relationship) in accordance with applicable data protection law in its respectively valid version. Compleo's current Privacy Policy is available online for information purposes:

<https://www.compleo-charging.com/en/data-protection>

Compleo is entitled to share the personal data collected in connection with this contractual relationship for further processing with directly or indirectly affiliated companies within the meaning of sec. 15 et seqq. AktG, insofar as this is necessary in connection with the contractual relationship and its execution. If and to the extent that the EU GDPR stipulates additional or modified requirements, which make it necessary for the present Agreement to be adapted, the Parties hereby agree to negotiate and agree on the necessary additional or amended requirements in good time in a supplementary agreement to this Agreement.

## 7. Liability

- 7.1 The liability for losses resulting from breaches of contractual obligations by Compleo or its vicarious agents shall be excluded unless such breaches of contractual obligations have been intentional (vorsätzlich) or grossly negligent (grob fahrlässig). This exclusion of liability shall not apply to (i) losses resulting from injury to life, body and health, (ii) liability under the German Product Liability Law (Produkthaftungsgesetz) and (iii) liability due to simply negligent breaches of essential contractual obligations (wesentliche Vertragspflichten). Essential contractual obligations are such contractual obligations, whose performance is necessary for due fulfilment of this agreement.
- 7.2 The liability for losses resulting from simply negligent breaches of essential contractual obligations by Compleo or its vicarious agents shall be limited to the typically predictable damage. The same shall apply to grossly negligent breaches of obligations, which are not essential contractual obligations, by a Compleo's vicarious agents.

## 8. Confidentiality

The Customer is obliged to treat all information, which is not accessible to the public anyway and which becomes known to the Customer through this business relationship with Compleo, as a trade secret (Geschäftsgeheimnis) and not make it accessible to third parties. All employees and vicarious agents of the Customer are to be obligated accordingly by the

Customer.

## 9. Im- and Export Regulations

9.1 Products and/or Services provided by Compleo may be subject to import and export regulations of several countries. Customer is responsible and undertakes to comply with all applicable national or international import and export regulations and obtain any required permits, also in case of a re-import or a re-export of the Products. All Products and/or Services are aimed to be used for civil purposes exclusively. The Customer shall provide Products and Services to third parties only subject to the condition that those are used for civil purposes.

9.2 In case of Customer being in violation of the obligations stipulated in this clause, Customer shall indemnify and hold Compleo harmless from all claims and refund to it any damages, fines, penalties or similar payment obligations asserted against Compleo by a supplier, licensor or third party or by governmental and/or international authorities or organizations.

## 10. Compliance

Compleo expressly refers to the ten principles of the Global Compact Initiative of the United Nations on human rights, labour, the environment and anti-corruption. Compleo expects the Customer to always comply with these principles.

## 11. Legal Succession

11.1 Except by way of universal succession (Gesamtrechtsnachfolge), in particular pursuant to the German Transformation Act (Umwandlungsgesetz), neither party may transfer the agreement in whole or in part to third parties without the prior written consent of the other party to this agreement. This also applies to specific rights under the agreement. However, such consent may not be unreasonably withheld.

11.2 Notwithstanding the foregoing, Compleo may transfer its rights and obligations under the agreement in whole or in part either (i) by way of transfer of single rights and obligations (Abtretung) or (ii) by way of transfer of the agreement (Vertragsübernahme) by way of singular succession (Einzelrechtsnachfolge) to any affiliate of Compleo (pursuant to sec. 15 et seqq. AktG) without the prior written consent of the Customer. In case of a transfer by way of singular

succession Compleo shall (i) inform the Customer in writing in good time after the transfer has taken place and (ii) the Customer shall be granted a special termination right (Sonderkündigungsrecht) to this agreement, which the Customer may exercise vis-à-vis Compleo in writing within one (1) month after receipt of the information that the transfer has taken place.

## 12. Credit Rating, Solvency

Compleo may regularly during the term of the agreement obtain information on the credit rating/ current solvency of the Customer. For this purpose, Compleo will submit Customer's name, company address and registration number to an agency. Should negative creditworthiness features (e.g. a credit rating index of 300 at Creditreform) occur for the first time during the term of the agreement, Compleo is entitled to provide Services owed which are provided by Compleo on the basis of continuous obligations only against payment in advance.

## 13. Final Provisions

13.1 This agreement shall be governed by German law, without regard to its applicable conflict of law provisions and excluding of the United Nations Conventions on Contracts for the International Sale of Goods (CISG). The place of jurisdiction shall be Dortmund, Germany, unless there is a statutory exclusive place of jurisdiction (ausschließlicher Gerichtsstand).

13.2 For changes or amendments of this agreement text form is sufficient. No waiver by either party of any of the provisions hereof will be effective unless such waiver has been expressly declared by the waiving party.

13.3 If any provision of this agreement is invalid, illegal or unenforceable in any jurisdiction, the validity and enforceability of the remaining provisions of this agreement and the validity and enforceability of the relevant provisions in other jurisdictions shall remain unaffected. If the parties determine that any provision of this agreement is invalid or unenforceable, they shall, in good faith and by mutual consent, modify this agreement to reflect as closely as possible the original intent of this agreement to ensure the performance of the business relationship as set forth in this agreement.