EVBOX

EVBOX PARTNER SALES TERMS

1. SCOPE & APPLICABILITY

1.1. The EVBox Partner Sales Terms ("**Terms**") apply to all requests for offers, quotes, purchase orders, and order confirmations with EVTronic, SAS, as identified in the order documents or in a signed agreement ("**EVBox**"), for the supply of Products and performance of Services. By placing an order for Products or Services, Partner accepts the applicability of the Terms. If Partner is entering this Agreement on behalf of a company or of another legal entity, Partner represents and warrants that Partner has authority to bind such entity to this Agreement, and the term "**Partner**" shall also refer to such entity, as identified in the Order Confirmation or other part of the Agreement.

1.2. The EVBox Privacy Policy and EVBox Terms of Use as published on EVBox website may also apply.

2. DEFINITIONS

In the Agreement, capitalized terms shall have the meaning given to them in this clause and as otherwise capitalized in the Agreement:

2.1. "**Affiliates**" means, with reference to Party, an entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with that Party, where "control" means the direct or indirect ownership or control of more than 50% of all the voting shares or other rights eligible to vote for a governing authority of such entity. The term Affiliate expressly excludes any entity that is a direct competitor of the other Party.

2.2. "**Agreement**" means the Order Confirmation and Terms, or the agreement signed by the Parties, as the case may be.

2.3. "**Business Days**" and "**Business Hours**" means every day except Saturdays, Sundays, and official public holidays in France or in the Territory, as applicable, from 9h to 17h CET.

2.4. "**Documentation**" means the documentation made available to Partner under the Agreement. Documentation includes and is limited to:

- "**Product Documentation**", which means the technical specification of the Products made available to Partner and the applicable warranty conditions.
- "**Technical Documentation**", which means the user instructions, installation and commissioning instructions and other documentation or guidelines relating to the use of the Products, including the reports referenced in the applicable warranty conditions.
- "**Service Documentation**", which means the description and specification of the Services performed by EVBox.

2.5. "**Effective Date**" means the date the Agreement comes into force, which shall be upon the issue of the Order Confirmation by EVBox, unless otherwise agreed in the Agreement.

2.6. "**Intellectual Property Rights**" or "**IPR**" means the intellectual property rights, including all inventions, patents, designs (both registered or unregistered and including rights relating to semiconductor topographies), database rights, copyrights trademarks (both registered and unregistered), trade secrets and know-how together with all rights to the grant of and applications for the same and including all similar or analogous rights in any jurisdiction.

2.7. "**Order Confirmation**" means the written confirmation of EVBox's acceptance, and of the extent of EVBox's acceptance, of Partner's purchase order for Products or Services, including the references to the Agreement.

2.8. "**Party"** or **"Parties**" means EVBox and/or Partner, as applicable.

2.9. "**Products**" means the DC hardware products relating to the charging stations families that provide direct current to electric vehicles and associated firmware provided by EVBox, their accessories and upgrade kits.

2.10. "**Services**" means the services performed by EVBox's, as described in the applicable Service Documentation. Services may include ad hoc services, which are performed upon request by Partner, and extended Services, which are composed of multiple milestones over a defined term.

2.11. "**Territory**" means the country in which the Products are delivered, or Services are performed, unless otherwise agreed in the Agreement.

3. OFFERS & APPLICABILITY

3.1. Offer Validity. Unless otherwise agreed in writing, any quote or offer issued by EVBox is valid for a period of 30 days from its date of issue. Partner's purchase orders will only be considered accepted by EVBox after the issue of an Order Confirmation. A legally binding agreement will only come into existence upon the issue of the Order Confirmation.

3.2. Agreement Applicability. All deliveries of Products or provision of Services are made or performed by EVBox in accordance with the Agreement. All other terms and conditions, including Partner's, are not binding. EVBox explicitly reject the applicability of Partner's general or particular terms and conditions, even if Partner refers to these in purchase orders or other communications with EVBox. Unless a separate agreement is signed between the Parties, the Terms shall apply for the entire duration of the business relationship, including for subsequent requests, negotiations, or oral agreements.

3.3. Available Products & Services. EVBox supplies the Products or performs Services to Partner in substantial conformity with the Documentation applicable on the date of the Order Confirmation. Unless otherwise agreed, EVBox reserves the right to make any changes to the specifications or settings of the Products or Services at any time.

4. GENERAL OBLIGATIONS

4.1. Mutual Obligations. Each Party shall (i) provide to the other Party the information and materials it may reasonably request to fulfill its obligations under the Agreement, and ensure that the information and materials provided to the other Party are and remain complete, accurate, up-to-date, and reliable; (ii) provide all reasonable assistance and information required to resolve an incident or problem the other Party has discovered or reported; (iii) promptly inform the other Party in writing upon becoming aware of any facts or circumstances which may impact the performance of either Party's obligations under this Agreement; and (iv) comply with all applicable laws, and obtain the permits, authorizations, and licenses necessary for the performance of its own activities applicable at the time of the Order Confirmation under this Agreement.

4.2. Partner's Obligations. Unless otherwise agreed in the Agreement, Partner shall (i) ensure that the Products are promoted, installed, commissioned, and resold in accordance with the Documentation; (ii) refrain from making any promises or guarantees about the Products or Services beyond those contained in the Documentation and in this Agreement, or to resell the Products Services, and (iii) refrain from assuming or creating any obligations on behalf of EVBox, including giving any condition or warranty on behalf of EVBox or transfer any of its rights it obtains under this Agreement.

4.3. EVBox's Obligations. EVBox shall (i) deploy reasonable commercial efforts to supply the Products to Partner for use in the Territory, in accordance with Partner's forecast, and (ii) provide support for Products in the Territory as defined in and in accordance with Appendix 1 (Technical Support) of the Terms.

5. ORDERING PROCEDURE

5.1. Orders. Partner may issue written purchase orders referencing this Agreement. EVBox shall confirm receipt within 5 Business Days from receiving a valid purchase order, providing the

indicative delivery terms of the Products ordered and any other terms or remarks EVBox may have in relation to the purchase order. Only a written purchase order, that has been accepted by EVBox and for which an Order Confirmation has been issued shall create a binding agreement of sale and purchase between Partner and EVBox. Any purchase orders that have been confirmed by EVBox shall be non-cancellable and non-refundable.

5.2. Minimum Order Values. If applicable, the Products shall be available to Partner for purchase under the terms and conditions of this Agreement, subject to Partner's observance of the minimum order quantity(ies) set out in the Agreement (each a "**Minimum Order Quantity**"). If Partner is submitting a purchase order for Products below an agreed Minimum Order Quantity, EVBox reserves the right to refuse such purchase orders.

6. DELIVERY OF PRODUCTS

6.1. Transport Terms. Unless otherwise agreed in the Agreement, Products are delivered **CIP** (Incoterms 2020) at the location indicated in the Order Confirmation. Products are delivered during Business Hours.

6.2. Delivery Dates. EVBox shall deploy commercially reasonable efforts to deliver the Products in accordance with the condition set out in the Order Confirmation. Delivery dates shall be considered as indicative and not contractually binding on EVBox. If Partner fails to take delivery of the Products on the agreed date during Business Hours: (i) the delivery of the Products shall be deemed to have been completed at 9:00am CET on the next Business Day; and (ii) EVBox shall store the Products until delivery takes place and reserves the right to have Partner pay liquidated damages at a rate of 1% of the value of the Products per month of delay plus €250 per month of delay per unit of Product for storage fees. If 10 Business Days after the agreed delivery date Partner has not taken delivery of the Products, EVBox may, without prejudice to its rights under the Agreement or otherwise, resell or otherwise dispose of part or all of the Products without any compensation or reimbursement being due to Partner.

6.3. Postponement & Installments. Partner may not change the date or place of delivery of Products after EVBox issues an Order Confirmation, unless explicitly agreed in writing by EVBox. EVBox reserves the right to deliver the Products set out in an Order Confirmation in separate delivery instalments and correspondingly issue separate invoices.

6.4. Delivery. Partner shall ensure that its personnel are ready to accept the delivery and that unloading equipment is available at the location indicated in the Order Confirmation. Partner shall provide the telephone direct contact of an on-site person to coordinate the Product reception. EVBox reserves the right to invoice any reasonable costs for delays incurred by EVBox due to Partner's requests for postponement of the delivery (including storage, redelivery, and transport).

6.5. Delivery Documentation. Upon delivery, Partner shall date and sign the transport documentation presented by the transporter (including, without limitation, signed CMR note).

7. PERFORMANCE OF SERVICES

7.1. Performance of Services. The Services are performed by EVBox in accordance with the applicable Service Documentation. The Services can only be performed on EVBox's Products. EVBox has the right to sub-contract the performance of Services, and Partner hereby agrees that the information it provides with respect to the performance of the Services may be shared with such third parties, in compliance with applicable laws and regulations.

7.2. Date & Time. EVBox shall perform the Services during Business Hours and on the agreed date, time and location. EVBox is not liable for incomplete Services, activities, missed milestones, or delays (i) caused by Partner or Partner's third parties, (ii) due to Force Majeure or (iii) due to other reasons not attributable to EVBox

7.3. On-Site Services. If any Services must be provided on Partner's site or any other site agreed between the Parties, Partner shall, at its own expense and risk (i) notify EVBox in writing of any security clearance, site training, or safety requirements when ordering the Services; (ii) ensure that (a) the location where Products are located complies with relevant requirements and applicable laws; (b) all necessary facilities and personnel are available for the proper performance of the Services; and (iii) all necessary authorizations for EVBox to enter the premises have been properly procured in advance; and, (iii) take all necessary precautions, including the observance of EVBox's instructions or the engineer on site, to enable a safe performance of Services on-site.

7.4. Cancellations. If (i) Partner cancels an appointment for the performance of all or part of Services less than 2 Business Days before the expected date of performance of the Services; or (ii) the performance of the Services is not possible due to Partner's failure to comply with Clause 7.3. above, then (a) for ad hoc Services, EVBox shall have the right to invoice the price for Services; and (b) for extended Services, EVBox's obligation for that activity shall be deemed fulfilled. Partner remains responsible for ensuring the activity or intervention is completed. Partner may request a quotation from EVBox for the performance of such activities as an ad hoc Service. EVBox reserves the right to terminate Services without compensation, by providing Partner with 3 months' written notice. Upon termination of Services, EVBox will refund Partner the price of the Services or milestones paid for in advance but not performed by EVBox, as sole remedy. Refunds will be calculated on a pro-rata basis, based on Services or milestones rendered up to the termination date.

7.5. Waiting Time. For on-site Services, if EVBox must wait to start or resume performance of the Services ("**Waiting Time**"), EVBox will charge and invoice such Waiting Time to Partner, in addition to the Services' price.

7.6. Eligibility. For a Product to be eligible for Services, all the activities (including, but not limited to, installation commissioning, intervention, and maintenance) related to that Product must have been performed by personnel holding the required certification, as specified in the Documentation. Prior to EVBox performing any Services, Partner must provide EVBox with the reports for each Product for which Services are requested by Partner. If Partner fails to provide such reports, EVBox may terminate the Service and is under no obligation to refund the price for the Service to Partner. If EVBox determines that the defect requiring the performance of Services is not covered under the scope of the Service, Partner will be charged for relevant costs, including the cost of site visits and any spare parts at the agreed price.

8. ACCEPTANCE OF PRODUCTS & SERVICES

8.1. Immediately upon delivery, Partner must inspect the Products for any visible damage, defect, or discrepancy to ensure the delivery's conformity with the Order Confirmation and complete the transport note (CMR) accordingly.

8.2. On the transport note (CMR), Partner must either:

(1) **Accept without Reserves**: Partner shall accept the delivery without reserves if the delivery conforms with the Order Confirmation;

(2) **Accept with Reserves**: If (part of) the delivery does not conform with the Order Confirmation, but the Partner wishes to accept the delivery, then Partner shall notify EVBox of the acceptance and provide detailed reserves. EVBox shall have 15 Business Days from the receipt of the notification of such acceptance with reserves to remedy (i.e., by correcting delivery or a proportionate reduction of the price, as the case may be); or

(3) **Reject**: If the delivery does not conform with the Order Confirmation and cannot be accepted as is with reserves

by Partner, Partner shall notify EVBox of its decision to reject the delivery. Rejected Products shall be taken back by EVBox within a reasonable time after the termination notice, at EVBox's costs and risks.

If no rejection or acceptation with reserves has been made on the transport note (CMR), the Products are deemed to have been accepted without reserves. If Partner discovers any hidden defects after acceptance of the delivery, the warranty remedies apply.

8.3. Service Acceptance. Services and any related activities or milestones are deemed completed and accepted by Partner upon performance of all activities described in the applicable Service Documentation.

9. INVOICES & PAYMENT

9.1. Payments. Partner must pay invoiced amounts in EURO (€). Prices are exclusive of value added tax (VAT) and other applicable taxes, contributions, and similar or associated fees and costs, which are borne and paid for by Partner.

9.2. Payment Terms. Unless otherwise agreed in writing, payments must be received by EVBox within 30 days of the date of issuance of the invoice. Invoices are considered paid upon EVBox's receipt of the full invoiced amount (in cash or cleared funds), with reference to the corresponding invoice number. Partner shall not be entitled to suspend or delay any of its obligations, including any payment obligation.

9.3. Administrative Requirements. Partner must inform EVBox in writing, before submitting a purchase order, if a vendor registration form, purchase order, or any other documents are required by Partner to pay the invoices. Partner must communicate such requirements to EVBox, and these can never constitute a valid reason for Partner to withhold the payment.

9.4. Late Payment Interests. If Partner fails to pay any amount by the due date, Partner shall automatically be in default by operation of law and all sums remaining due under the Agreement shall become immediately payable without any further notice being required. In that event, and notwithstanding any other rights and remedies EVBox may have under applicable law, EVBox has the right to charge Partner (i) interest on all due and unpaid amounts from the due date of the unpaid invoice at ten points above the ECB refinancing interest rate per month applying under applicable law, and (ii) an administrative collection fee of 40 euros. Without prejudice to any other rights EVBox may have under applicable laws, EVBox may also (i) suspend or refuse any order, and/or (ii) require full payment in advance for any future order (iii) assign the collection to a collection agency at any time starting from the moment Partner is in default.

9.5. Disputes. Partner must raise any disputes on invoices in writing during the agreed payment term. Such notice must explain in detail which (part of the) invoice is disputed, and the reason for the dispute. If Partner has not disputed any amount before the end of the agreed payment term, all amounts are deemed undisputed, fully due and payable by Partner.

9.6. Set-Offs. Partner shall not set-off or apply other form of deduction of any amount, unless explicitly permitted by EVBox in writing.

9.7. Creditworthiness. Partner's purchase orders are accepted in consideration of its legal and financial situation at the time a purchase order is accepted. If such situation deteriorates as objectively determined by third parties, EVBox shall be entitled to refuse further purchase orders or to request payment before shipment until such legal and financial situation is reestablished.

10. TRANSFER OF RISK & TITLE

The risk for the Products shall pass to Partner upon delivery of the Products in accordance with the agreed Incoterm and at the location indicated in the Order Confirmation. Title to the Products shall remain with EVBox until full payment of the corresponding purchase price. Upon receipt of complete payment, title shall pass to Partner.

11. PRODUCT & SERVICE WARRANTY

11.1. Product Warranty. EVBox warrants the substantial conformity of its Products in accordance with the Product Documentation in place at the time of Order Confirmation under the applicable warranty conditions, provided that Partner has complied with (i) the Technical Documentation and (ii) the qualifications or certifications required for Partner's personnel or third parties to install, commission and maintain the Products. The warranty conditions for the Products are available at https://contractual-documents.evbox.com/Limited-Warranty-Troniq-family-EN.

11.2. Required Qualifications. The qualifications or certifications required for Partner's personnel or third parties to install, commission and maintain the Products are available in the Documentation and in the applicable warranty terms. A proof of qualification or certification of the personnel or third-party that has installed, commissioned, or maintained the Products may be requested by EVBox during the warranty claim process. In the event Partner fails to provide such proof, EVBox reserves the right to withdraw the applicable warranty.

11.3. Service Warranty. EVBox warrants that the Services are performed in substantial accordance with the Service Documentation in place at the time of Order Confirmation, in a competent and professional manner. This warranty will be in effect for 90 calendar days from the completion of the Service(s) (or milestone(s) of Services) ("**Services Warranty Period**"). If Partner identifies a non-conformity in the performed Services, Partner must send EVBox a written notice detailing the (alleged) non-conformity during the Services Warranty Period. Partner's sole and exclusive remedy for non-conformity of Services is limited to, at EVBox's sole discretion, (i) the re-performance of the Services that fail to meet this limited warranty; or (ii) the refund the Services price paid by Partner for the non-conforming Services.

11.4. Warranty Claims. All warranty claims must be submitted by Partner via the Partner Portal.

11.5. Product Liability. Subject to Partner's compliance with this Agreement, EVBox shall indemnify Partner against the liabilities Partner have incurred in respect of damage to property, death or personal injury arising in the Territory from any fault or defect in the materials or workmanship of the Products and any reasonable costs, claims, demands, and expenses arising out of or in connection with that liability ("**Product Liability Claim**") in accordance with the provisions of Clause 17 (Indemnification).

11.6. DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW AND WITHOUT PREJUDICE TO THE WARRANTIES SET OUT IN THE DOCUMENTATION AND IN THIS AGREEMENT, EVBOX, ITS LICENSORS, THIRD PARTY SUPPLIERS, AND AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE PRODUCTS OR SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, COMPATIBILITY (E.G. WITH ALL TYPES OF ELECTRIC VEHICLES AND ACCESSORIES) OR FITNESS FOR A PARTICULAR PURPOSE. EVBOX, ITS LICENSORS, THIRD PARTY SUPPLIERS, OR AFFILIATES DO NOT WARRANT THAT THE USE OF THE PRODUCTS OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM EVBOX OR ELSEWHERE WILL CREATE ANY WARRANTY OR BINDING AGREEMENT.

12. INTELLECTUAL PROPERTY

12.1. EVBox IPR. All IPR embodied in or related to the Documentation, the Products and Services, and all techniques or methodologies applied by EVBox to manufacture and design the Products and perform the Services, shall always remain, or become, EVBox's exclusive sole property and that of its licensors.

12.2. Limited Rights. The Agreement does not convey any IPR to Partner, except for the licenses explicitly provided in the Agreement, in which case Partner's rights are limited to a right of use within the Territory, which shall in any case be revocable, non-exclusive, non-transferable, and non-sublicensable.

12.3. Remedies. If EVBox reasonably believes that the Products may infringe any third-party IPR, EVBox may at its sole discretion decide to (i) procure the right for Partner to continue the use of the Products, or (ii) replace or modify the Products to make it non-infringing provided that the replacement or modification shall not result in any material degradation or loss of functionality of the Products.

12.4. Sole Remedy. The provisions of this Clause 12 and Clause 17 (Indemnification), contain EVBox's sole obligations and Partner's exclusive remedies with regards to third-party claims arising out of or related to the actual infringement of such third party's IPR in the Territory by EVBox or by the Products (or any part thereof) ("**IPR Claim**").

13. DATA

13.1. Product Data. Partner acknowledges that all data emitted, generated, or created by the Products or their usage ("**Product Data**") can be accessed and used by EVBox at all times after the installation of the Products, whatever the way of generation and whatever the purpose. EVBox may use the Product Data, without limitations, for maintenance services, performing diagnostic analyses services, and optimization of EVBox's products' and services' performance, and any future development of new solutions.

13.2. Personal Data. This clause contains defined terms for which the definitions can be found in the General Data Protection Regulation ((EU) 2016/679). If a Party Processes any Personal Data of the other Party or of third parties in connection with the Agreement, it shall Process such data in compliance with the applicable data protection laws as an independent Controller. Each Party will ensure it has the appropriate legal basis and notices in place to ensure lawful Processing of the Personal Data for the duration and purposes of the Agreement. Each Party shall take appropriate technical and organizational measures against accidental loss or destruction of, such Personal Data and any unauthorized or unlawful Processing of such data.

14. INSURANCE & RECORDS

14.1. Insurance. Each Party shall obtain and maintain at their own cost all appropriate insurances, including but not limited to general and product liability insurance, of the type and in the amount customarily maintained by similarly situated parties in the industry and proportional to the quantities of Products supplied by EVBox to Partner in the Territory. Each Party shall be entitled to receive the other Party's valid insurance certificates on demand. The Party receiving the request shall not unreasonably delay the provision of the certificates.

14.2. Records. If applicable, Partner undertakes to maintain appropriate, up-to-date, and accurate records to enable the eventual immediate recall or retrofit of any Products from the Territory. These records shall include records allowing the traceability of the Products stored, installed or in use in the Territory (including, without limitation, serial or batch numbers, delivery date, name and address of end-users, telephone number and email address). Partner shall, at EVBox's reasonable cost, provide EVBox any assistance that it may reasonably require to recall or retrofit any Products from the Territory.

15. CONFIDENTIALITY

15.1. Confidentiality. "**Confidential Information**" means all information disclosed by the Parties, except information that: (i) was known by the receiving Party prior to receipt from the disclosing Party, (ii) are developed by or for the disclosing Party independently without any access or use of the disclosing Party's Confidential Information, (iii) is publicly available or is obtained from a third party without breach of confidentiality. Parties shall keep Confidential Information secure and confidential. Each Party shall only use Confidential Information for purposes in connection with the Agreement and shall not disclose it to third parties without the disclosing Party's written agreement or as otherwise specified in the Agreement. The receiving Party may disclose Confidential Information only to Affiliates and employees who need to know and are bound by confidentiality obligations not less stringent than those in the Agreement. Parties are responsible for the compliance with the Agreement by their Affiliates and employees. The obligations set forth in this Clause 15 shall survive termination of this Agreement and continue thereafter for 3 years following expiry or termination of this Agreement.

15.2. Mandatory Disclosure. The receiving Party may disclose Confidential Information if legally compelled by any competent authority requiring such disclosure, provided that prior to such disclosure the affected Party is given reasonable notice, to the extent permitted by law, so that it may take any action it deems appropriate. In any event, the compelled Party must limit the disclosure of Confidential Information to the strictest extent necessary to comply with its legal obligation.

15.3. Restricted Uses. Neither Party shall reverse engineer, copy, disassemble or decompile any prototypes, software or other tangible or intangible data that incorporates Confidential Information.

15.4. Ownership. Confidential Information disclosed under the Agreement shall remain the exclusive property of the disclosing Party. No license or rights under any patents, copyrights, mask work rights, trademarks or other proprietary rights is granted by the disclosure of or access to Confidential Information under the Agreement. EVBox is the owner of all documents, supplied models, samples or examples relating to quotes, offers, or to the Agreement. Unless otherwise indicated in writing, Partner shall consider these as EVBox's Confidential Information.

15.5. Return & Destruction. Upon written request, each Party shall return or destroy all Confidential Information irretrievably and irreversibly and confirm compliance in writing. Parties are not required to delete Confidential Information that is retained pursuant to automatic back-up and archiving systems, or as required by law, provided that the obligations herein continue to apply to such Confidential Information.

16. LIMITATION OF LIABILITY

16.1. Exclusion of Indirect Damages. To the extent permitted by the applicable law, neither Party shall be liable nor indemnify the other Party for any indirect, consequential damages, including but not limited to, lost profits, loss of opportunity, loss of business, loss of production, loss of earnings, costs of delay, any failure of delivery, business interruption, damage because of loss or corruption of data.

16.2. Limited Liability. Subject to Clause 16.1, with the exception of any matter in respect of which it would be unlawful to exclude or restrict liability, the cumulative aggregate liability of each Party towards the other Party for all damages caused by contractual or non-contractual claims arising from or relating to this Agreement will not exceed 1-time the total amount paid or payable by Partner to EVBox under this Agreement in the 12 months preceding the event giving rise to the claim, or 500,000.00 €, whichever is lower.

16.3. Liability Exclusions. EVBox is not liable for any damages or costs incurred by Partner or third parties because of Partner's

violation of its obligations under the Agreement, Force Majeure events, or because of an act or omission by Partner or a third party (including but not limited to the event where actions are performed by Partner or a third party in contradiction with the Documentation).

17. INDEMNIFICATION

17.1. Indemnification. EVBox shall only indemnify Partner for liabilities Partner has incurred in respect Product Liability Claim and IPR Claims (collectively referred to as "**Indemnification Claims**"), if Partner (i) immediately provides a written notice describing the incident and Indemnification Claim, and provides any reasonably requested incident details; (ii) refrains from making any admission of liability, agreement, or compromise in relation to the Indemnification Claim without EVBox's prior written consent; (iii) grants EVBox the sole right to control the defense and/or settlement of an Indemnification Claim, including using the professional advisors EVBox nominates; and (iv) provides EVBox and its professional advisors all reasonable support and access to Partner premises, officers, directors, employees, agents, representatives, or advisors and to any relevant assets, accounts, documents, and records in Partner's control, to enable EVBox and its professional advisors to examine them and to take copies for the purpose of assessing the Indemnification Claim.

17.2. Exclusions. EVBox shall not have any indemnification obligations towards Partner under Clause 17 to the extent that an Indemnification Claim occurs due to Partner's (i) use of the Products in violation of the terms of this Agreement, including without limitation outside of the scope of the Territory, (ii) modification of the Products or any portion thereof by anyone other than EVBox, or (iii) continued use of the Products after being notified of a Indemnification Claim or material safety risk, (iv) the continued use of the Products after being notified of any allegedly infringing activity or after being informed of or provided with modifications, new versions or upgrades to the Product that would have avoided the alleged infringement, (v) the use of the Products in combination with other software or data, provided that the Products are not the cause of the Indemnification Claim, or (vi) the use of any version of such firmware other than the most current version made available by EVBox. In any case, EVBox's liability to indemnify Partner for eventual costs incurred in the event of an Indemnification Claim is limited to the extent of the EVBox's proportional contribution to the Indemnification Claim.

18. TERM & TERMINATION

18.1. Term. The Agreement shall be effective as of the Effective Date and stays effective until both Parties' obligations in respect of the applicable Products or Services are fully fulfilled.

18.2. Termination. Either Party shall be entitled to suspend the performance of its obligations, terminate the Agreement or any order, with immediate effect and without court intervention, without any compensation for damages being due to the other Party, without any further declaration of default, by registered letter, if the other Party (i) takes any action in respect of liquidation or winding up, or makes an assignment for the benefit of creditors, (ii) makes any proposal under bankruptcy or insolvency laws in any country, or a bankruptcy petition is filed or presented in respect of its properties or assets, (iii) is the subject of an appointment of a receiver, administrator or any other similar official to manage the affairs, business and property of the other Party, (iv) the other Party is in breach of its obligations under Clauses 9 (Invoices & Payments) or 21 (Ethics & Compliance).

18.3. Termination for Breach. Either Party may terminate this Agreement and pending orders for cause, with immediate effect, in the event of failure of the other Party to perform any contractual obligation upon prior written notice remained uncured within 30 days following its receipt.

18.4. Continued Performance. The issue of an Order Confirmation or delivery of Products by EVBox after the expiration or termination of this Agreement shall not be construed as a renewal or extension of a signed agreement, nor as a waiver of termination. In the absence of a written agreement to the contrary signed by the Parties, all such transactions will be governed by EVBox Partner Sales Terms in the then-applicable version.

19. COMMUNICATION

19.1. Agreement Coordination. Each Party shall designate a coordinator in charge of the implementation and execution of this Agreement. Each Party may change its coordinator by notifying the other Party of the change in writing.

19.2. Notices. Notices connected to the enforcement or reservation of either Party's rights and obligations under this Agreement shall be (i) in English, (ii) in writing and (iii) addressed to the other Party's coordinator and registered address by registered mail. Notices under this Agreement will only be effective and enforceable provided that the conditions set out above are met.

19.3. Notices Receipt. Any notice shall be deemed to have been received: (i) through electronic communications, the Business Day following the moment of transmission, or (ii) through registered mail, the day of delivery to the receiving Party, as evidenced by the corresponding notice of delivery.

19.4. Publicity. For the term of this Agreement, Partner shall be entitled to present itself as "*EVBox Authorized Partner*" in the Territory. Any other use by Partner of trade names, trademarks, logos, service marks or other marks owned by EVBox is subject to EVBox' prior written approval. EVBox is entitled to list Partner as a partner in its promotional materials.

20. FORCE MAJEURE

20.1. Force Majeure. "**Force Majeure**" means any event which is beyond the reasonable control of a Party and which impacts the execution of its obligations under the Agreement, including natural disasters, extreme weather conditions, fire, riots, war and military operations, national or local emergency situations, acts or negligence of the government, import, export and/or transit prohibitions, economic disputes of any nature whatsoever, strikes or other labor actions, flooding, lightning, explosions, collapses, disruptions in traffic or power networks, pandemics and epidemics, global shortages, the reduced or non-functioning of networks, systems or equipment of third parties and the consequences of all of the above, as well as any act of negligence of a person or entity which is outside of the reasonable control of that Party.

20.2. Effects of Force Majeure. Except with respect to payment obligations, neither Party shall be in breach of the Agreement nor liable for delay or failure to comply with its obligations under the Agreement if this delay or failure was the result of Force Majeure, including a Force Majeure affecting third parties and Affiliates involved with the Products and Services provided under this Agreement.

21. ETHICS & COMPLIANCE

21.1. Policy. Each Party represents and warrants that it complies, at its own expense, with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licenses, registrations, permits and approvals. Each Party acknowledges that it has read and agrees to adhere to the commitments it took on ethics and social and environmental responsibility, as set out in its reference documents and in its CSR policy.

21.2. Representations & Warranties. In this respect, each Party represents and warrants to the other Party that it, its owners,

directors, and officers comply with the international and national laws applicable to (the Parties' activities under) the Agreement (including any amendments made to those laws during the term of this Agreement) relating to, among others: (i) human rights and individual fundamental freedoms, in particular the prohibition of (a) child labor and any other form of forced or compulsory labor; (b) any type of discrimination within a Party's company - or Party's group of companies as the case may be - or in its dealings with third parties; (ii) embargoes, arms and drug trafficking and terrorism; (iii) trade, import and export licenses and customs requirements; (iv) the health and safety of employees and third parties; (v) employment, immigration and the ban on using undeclared workers; (vi) environmental protection; (vii) white-collar crime, mainly corruption and bribery, fraud, influence peddling (or the equivalent offence under the national law applicable to this Agreement), obtaining by fraud, theft, misuse of company property, counterfeiting, forgery and use of falsified documents, and any related offences; (viii) anti-money laundering measures; or (ix) competition law.

21.3. Continued Cooperation. Each Party shall immediately report to the other Party any serious breach or, any circumstances that could potentially constitute a serious breach of the above-mentioned rules in the performance of its relationship with the other Party.

21.4. Environment. The Unique Identifiers FR476355_05CYZZ for Electric and Electronic Equipment and FR476355_06GFEC for Batteries, certifying registration in the register of producers in the relevant sector pursuant to Article L.541-10-13 of the French Environmental Code, have been granted by ADEME to EVTRONIC (Siret 500 494 984 00049). These identifiers certify its compliance with the obligation to be registered on the producers' registry for these products, and to submit to Ecosystem declarations of market launch.

22. MISCELLANEOUS

22.1. Trade Compliance. Each Party represents and warrants that it is and will remain fully compliant with all applicable trade and customs laws, regulations, instructions, and policies, including to satisfying all necessary clearance requirements, proofs of origin, export and import licenses an, but not limited exemptions, and making all necessary filings with appropriate governmental bodies or disclosures relating to the release or transfer of Products. Partner shall not export or re-export, or allow the export or re-export of any Product, Services, Documentation, technology, or information obtained pursuant to this Agreement (or any direct product thereof) in violation of any such laws, embargoes, restrictions, or regulations. Partner shall indemnify EVBox from and against all its violations of this clause.

22.2. Entire Agreement. The Agreement constitutes the entire Agreement and understanding between the Parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking. The applicability of any of Partner's purchasing terms or other general or specific terms and conditions is expressly rejected.

22.3. Amendments. Amendments or supplements to the Agreement are only valid and effective if agreed upon in writing between Parties.

22.4. Assignment. Partner cannot assign or subcontract its rights and obligations under or otherwise transfer this Agreement without prior written consent of EVBox. Any attempt to assign in breach of this clause is void in each instance. Partner hereby grants EVBox its prior consent to the assignment of this Agreement (or any of its rights and obligations under this Agreement) by EVBox (i) to its Affiliates or (ii) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction.

22.5. No waiver. EVBox's failure to exercise or delay in exercising a right or remedy provided by this Agreement shall not constitute a waiver of such right or remedy or a waiver of other rights or remedies, nor shall any single or partial exercise thereof preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy. Any waiver by EVBox in respect of failure to comply with the provisions of this Agreement shall be made in writing and such waiver shall not operate against EVBox as a waiver of any right or remedy in respect of any subsequent failure to comply.

22.6. Severability. If any provision of the Agreement is or becomes illegal, invalid, or unenforceable, this shall not affect the legality, validity, or enforceability of any other provision of the Agreement; and if such provision would be legal, valid, or enforceable to the extent some part of it were deleted, such provision shall apply with the minimum modifications necessary to make it legal, valid, or enforceable.

22.7. Survival. Termination or expiry of the Agreement, howsoever caused, shall not affect any provision of the Agreement which is expressly or by implication intended to come into or remain in effect on or after termination or expiry of the Agreement, including Clauses 9 (Invoices & Payment), 15 (Confidentiality), and 16 (Limitation of Liability) shall survive the termination or expiry of this Agreement.

23. APPLICABLE LAW & JURISDICTION

23.1. Applicable Law. The Agreement, and all Order Confirmations, are exclusively governed by the laws of France without reference to the conflict of laws. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded.

23.2. Escalation. All disputes arising out of or in connection with the Agreement shall be submitted, with all means and diligence possible, first, to the Parties' Coordinators. If the Parties' Coordinators fail to solve the dispute within 20 Business Days, either Party may escalate the dispute to the steering committee composed of two members appointed by each Party. If the dispute cannot be resolved pursuant to the steering committee's recommendation within 20 Business Days following the issue of the recommendation, such dispute can be brought the competent courts.

23.3. Jurisdiction. Each Party irrevocably agrees that the competent court of Bordeaux, France has exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement.

APPENDIX 1: TECHNICAL SUPPORT

1. SUPPORT LEVELS

1.1. Support Levels. The Parties agree that the obligations related to the provision of support services for the Products are divided in two levels, L1 and L2, and that the support actions expected from the Parties, as the case may be, are defined in the table below for each support level.

Support Level	Support Actions
"**L1**" (*End Customer Support*)	• Help end-users, installers, and maintainers with any questions relating to the backend configured on the Products, including, but not limited to: account information, changes of settings, charging stations or token activation and deactivation, backend settings, invoices, and payments). • Answer basic questions about the Products and the backend, including (i) type of charging station hardware, (ii) backend service provider and subscriptions, (iii) end-users use instructions. • Use the Documentation EVBox makes available to (1) answer basic technical questions about the Products and their uses from third parties, (2) solve basic malfunctions: stuck cable, declined card, unconnected cable, charging station not online, and (3) troubleshoot basic Products issues (station error codes, basic installation issues). • Escalation of unresolved issues with the Products to L2 Support Level with all Incident Details (as defined below) and including the backend's logs.
"**L2**" (*Technical Support*)	• Provide and maintain a knowledge base : Documentation, technical training, support training. The knowledge base is available in the Support Page and in the Partner Portal. • Remotely assist the troubleshooting of complex Product issues raised through the Partner Portal. • Investigate and use best efforts to resolve escalated issues with the Products or firmware. • Develop, review, update, and make available to Partner and its customers firmware for the Products in accordance with the Documentation. *Technical Support is provided in: English, French, German*

2. ALLOCATION OF ROLES

2.1. Role Allocation. The Parties agree that their support obligations with respect to Products sold or installed in the Territory are allocated in accordance with the following roles and responsibility matrix.

SUPPORT OBLIGATIONS			
Products	**Support Level**	**Partner**	**EVBox**
DC Products	*L1*	*Responsible*	
	L2		*Responsible*

3. SERVICE LEVEL AGREEMENT

3.1. Escalation Process. Where Partner is Responsible for L1 support, Partner shall be responsible for the escalation of support cases from L1 to L2. The escalation to EVBox's L2 support shall be made in accordance with the conditions set out hereunder. Partner shall ensure that only support cases that could not be reasonably resolved with the help of the Documentation and knowledge base are escalated to EVBox's L2 support.

3.2. Escalation Information. When escalating support cases to EVBox's L2 support, Partner shall ensure that all the information required in the Partner Portal escalation form ("**Incident Details**") is provided to EVBox in the escalation request Partner makes in the Partner Portal.

3.3. Technical Support SLA. EVBox shall deploy commercially reasonable efforts to observe the non-binding SLA set out below.

Support Action	Technical Support SLA
Response	D+ 2 Business Days from the submission of the Incident Details.
Defect Diagnostic	D+ 5 Business Days from the response
Spare Parts & Replacements	D+ 10 Business Days after confirmation of the diagnostic.

4. SUB-CONTRACTING

4.1. Support Sub-Contractors. Each Party has the right to sub-contracts (part of) its obligations with respect to this Appendix 1 (Technical Support) without the other Party's consent provided that its sub-contractors have contractually committed to Clause 21 (Ethics & Compliance) and are bound by obligations at least as stringent as those stated in this Program.

4.2. Responsibility. Each Party shall be responsible for the actions or omissions of its sub-contractors as if they were its own.