



EVRoaming Contributor Agreement

This Contributor Agreement (“Agreement”) is made by and between the participant indicated in the signature block below (“Contributor”) and the Stichting EVRoaming (“Foundation” or “EVRoaming”)

WHEREAS, Contributor wishes to accede as a contributor to the Foundation; and

WHEREAS, Contributor and Foundation wish to promote the objectives of the Foundation as expressed in the Articles (as defined hereinafter) and/or the Foundation Terms and Procedures (as defined in the Articles);

NOW, THEREFORE, Contributor and Foundation agree as follows:

1a. Contributor. Contributor shall be assigned to and acknowledged by the EVRoaming Board as one of the classes of contributors as included in the articles of association of the Foundation (the “Articles”). Contributor shall appoint a designated contact to represent Contributor in Foundation matters. The initial contact will be as indicated in the signature block to this Agreement. Contributor may change such designated representative from time to time upon written notice to the Foundation.

1b. In this Agreement under Contributor is included its Affiliates. An “Affiliate” in the meaning of this Agreement is defined as an entity that directly or indirectly, controls, is controlled by, or is under common control with the Contributor. For the purposes of this definition, the term “control” means the ownership, directly or indirectly, of more than fifty percent (50%) of the capital stock (or other ownership interest, if not a corporation) of an entity, representing the right to make decisions for the subject entity.

2. Contributor Obligations. Contributor hereby agrees to comply with all rules, policies, and procedures set forth in the EVRoaming Foundation Terms and Procedures. Obligations of this agreement shall apply to the Contributor and its Affiliates.

3. Annual fee. Contributor hereby agrees to pay an annual fee for participating in the Foundation, as determined by the EVRoaming Board and communicated to Contributors and to the public, in accordance with the articles of association of the Foundation.

4. Intellectual Property Rights. If the Contributor is actively involved in the development of the protocols managed by the EVRoaming Foundation, the Contributor will sign and agree to the terms and conditions of the intellectual property rights policy (IPR policy). This is a separate document that in this situation needs to be signed and applies to the Contributor categories: Managing Contributor and Full Contributor.



5. Antitrust. Contributor hereby agrees to abide by all applicable antitrust and anticompetitive legislation governing the relevant jurisdiction where the Contributor conducts business.

6. Term and Termination

(a) Term. The term of this Agreement will commence upon acceptance of Contributor's application to accede to the Foundation in accordance with the Articles and/or the EVRoaming Foundation Terms and Procedures, and continues for an initial term of 12 months. Contributor may renew its participation thereafter subject to the policies (including any requirements to pay dues) established by the Foundation in accordance with the Articles and/or the EVRoaming foundation Terms and Procedures.

Notwithstanding the foregoing, the term of this Agreement will terminate upon termination of

Contributor's contribution (whether via withdrawal or termination) in accordance with the Articles and/or the EVRoaming Foundation Terms and Procedures.

(b) Survival of Terms. Upon expiration or termination of a Contributor's status as a Contributor:

(i) the terms of Sections 5-13 of this Agreement shall survive any termination; and (ii) survival of

terms of the Intellectual Property Rights Policy, if applicable and signed, will be as set forth therein

(c) Modification of this Agreement. Foundation may modify this Agreement (including without

limitation the Intellectual Property Rights Policy) from time to time in accordance with the Articles and/or the EVRoaming Foundation Terms and Procedures, upon no less than 30 days written notice. If Contributor does not wish to continue to abide by the revised policies as included in the modified Agreement, Contributor may at its option withdraw its participation. Such withdrawal will entitle Contributor to a pro-rate refund of the Annual fee.

7. Disclaimer of Warranties. ANY SPECIFICATIONS, CONTRIBUTIONS, OR ANY OTHER MATERIALS OR INFORMATION PROVIDED TO THE FOUNDATION OR ANY CONTRIBUTOR ARE PROVIDED "AS IS." EACH PARTY HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EACH PARTY WAIVES ITS RIGHT TO MAKE ANY CLAIM BASED ON OR PURSUANT TO INFORMATION PROVIDED OR TO BE PROVIDED TO THE FOUNDATION OR ANY CONTRIBUTOR UNDER OR IN CONNECTION WITH THIS AGREEMENT.

8. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Notices. Any written notice required or permitted to be delivered pursuant to this Agreement

shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) one

(1) business day after deposit with a national overnight courier, provided that such overnight

delivery is received by the sender, in each case addressed to the following:



If to Contributor, at the address identified on the signature page of this Agreement.

If to the Foundation:
EVRoaming Foundation
p.a.: NKL, Vondellaan 162, 3521 GH Utrecht
The Netherlands

or to such other individual or address as may be specified by either party hereto upon notice given to the other.

10. Binding Nature and Assignment. This Agreement shall be binding on the parties and their successors and assignees. Contributor may not assign or otherwise transfer its rights or obligations hereunder except as approved by the Foundation in accordance with the Articles and/or the EVRoaming Foundation Terms and Procedures or an assignment or transfer to a Subsidiary. Any assignment or transfer or attempted assignment or transfer by Contributor in violation of the terms of this Section shall be null and void.

The rights granted by any Contributor hereto to the Foundation, which are stipulated also in the interest of any other present or future Contributor, are third party beneficiary rights granted in favor of such Contributors, which are hereby accepted on behalf of such Contributor by the Foundation.

11. Authority. Each party hereby represents that it has sufficient authority to execute this Agreement. Contributor hereby represents that it has the authority to bind its Affiliates, or to cause its Affiliates to be bound, to the extent required under the terms of this Agreement.

12. Severability. In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable, it shall be interpreted to extend only to the maximum extent enforceable, and the parties shall negotiate in good faith to replace it, in a manner applicable to all Contributors of the Foundation, with a provision that as nearly as possible represents the intent of the parties.

13. General Terms. This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venture of the other.



Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Agreement will be governed by the laws of the The Netherlands, without regard to its conflict of laws principles.

14. Dispute Resolution. Except as otherwise provided in this Agreement, all disputes arising out of or in connection with this Agreement which cannot be settled amicably, shall be finally decided under the Rules of Arbitration of the World Intellectual Property Organization (WIPO) in effect on the date of commencement of the arbitration.

The arbitral tribunal shall consist of one (1) arbitrator, unless the amount of claims as specified by the claimant does exceed EUR 1,000,000 (one million euro) in which case three arbitrators, appointed according to article 17 of the WIPO Rules of Arbitration, should decide. The place of arbitration shall be Amsterdam, the Netherlands. Any hearings shall take place in Amsterdam or such venue as the arbitrators will deem fit. The language of proceedings shall be English. The award may be confirmed and enforced in any court of competent jurisdiction.

The costs of arbitration, including the fees and expenses of the arbitrator(s) and the cost incurred by the successful party for preparing and presenting its case shall be borne by the unsuccessful party unless the arbitration award provides otherwise.

All non Intellectual Property related disputes arising out of or in connection with this Agreement which cannot be settled amicably, shall be finally settled in accordance with the Arbitration Rules of the International Chamber of Commerce, by one or three arbitrators appointed pursuant to the said rules. Any such Arbitration will take place in Amsterdam, the Netherlands.



SIGNATURE PAGE FOR EV ROAMING FOUNDATION CONTRIBUTOR AGREEMENT

Contributor entity/company name: _____

Entity address:

Street: _____

Postal code + City: _____

Country: _____

Entity telephone number: _____

Entity website: _____

Entity VAT number: _____

Name person representing contributor entity: _____

Email of contact person: _____

Title of person who signed: _____

Date: _____

Signature person representing contributor entity: _____

Contributor category (see table below): _____

Contributor fee: _____

On behalf of EVRoaming Foundation

Name: _____

Title: _____

Date: _____

Signature: _____



	<i>Contributor category</i>	<i>Description</i>	<i>Annual fee (2020/2021)</i> <i>(All values are in € and will be billed at local rates)</i>	<i>Active workspace accounts</i>
1	Associate Contributor	<p>Organisation that wishes to be connected to the protocols managed by the EVRoaming Foundation, but is not actively involved in protocol development. These may include Associations, Consultancies or Academic institutes.</p> <p>Associate Contributors are bound by the EVRoaming Foundation Terms and Procedures.</p>	€ 400	1
2	Full Contributor	<p>Organisation that implements the protocols managed by the EVRoaming Foundation and is actively involved in the development, maintenance and support of the protocols or actively participates in activities of working groups.</p> <p>Full Contributors are bound by both the EV Roaming Foundation Terms and Procedures and Intellectual Property Rights Policy.</p>	€ 4.000	4
3	Managing Contributor	<p>Full Contributor that has the right to appoint a Board member from its own organisation.</p>	€ 8.000	6
4	Sponsor	<p>Organisation (in the public or private sector) that supports EVRoaming and the protocols managed by the EVRoaming Foundation, but is not actively involved in protocol development. These may include municipalities, research or consulting groups, laboratories, regulatory bodies or universities.</p> <p>Sponsors are bound by the EV Roaming Foundation Terms and Procedures.</p>	In consultation	2