

## AGREEMENT

concluded in [REDACTED], on [REDACTED], by and between:

**Greenway Polska spółka z ograniczoną odpowiedzialnością**, with its registered office in Gdynia, at ul. Łużycka 3c, 81-537 Gdynia, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court Gdańsk-North in Gdańsk, 8th Commercial Division of the National Court Register under KRS number 0000602098, NIP 5833195289, REGON 363635970, BDO: 000423278, with a share capital of PLN 5,000,000.00, represented by:

[REDACTED] – ...,

hereinafter referred to as the **“Ordering Party”**

and

[REDACTED]

hereinafter referred to as the **“Contractor”**

The Ordering Party and the Contractor shall hereinafter be referred to collectively as the **“Parties”** and individually as a **“Party”**.

This agreement (hereinafter referred to as the **“Agreement”**) has been entered into as a result of a competitive procedure conducted by the Ordering Party under the name 99kW fast DC chargers, in which the Contractor’s offer was selected as the most advantageous.

### § 1. SUBJECT MATTER OF THE AGREEMENT

1. Under this Agreement, the Ordering Party entrusts, and the Contractor undertakes, to deliver from 20 to 200 units of publicly accessible electric vehicle charging stations, enabling the provision of electric vehicle charging services using direct current with 99kW charging power (hereinafter referred to collectively as the **“Charging Stations”** or individually as a **“Charging Station”**), in accordance with the Contractor's Offer constituting Annex No. 1 to the Agreement, the requirements specified in the Request for Quotation and its annexes (Annex No. 2), as well as this Agreement and its annexes (hereinafter collectively referred to as the **“Subject Matter of the Agreement”**).
2. Detailed technical specifications and parameters of the Charging Stations are defined in Annex No. 3 to the Agreement.
3. The Subject Matter of the Agreement shall include, in particular:
  - the transfer of ownership of the Charging Stations to the Ordering Party,
  - the delivery of the Charging Stations,
  - the provision of complete technical documentation related to each Charging Station, compliant with the requirements of the Office of Technical Inspection (UDT),
  - servicing of the Charging Stations within the warranty period,
  - Granting a license for the Charger firmware that permits the use of the charger software for the purpose of operating the charging station in accordance with its intended use, for the operational lifetime of the Chargers, not shorter than 10 years.
4. The Charging Stations shall comply with the requirements laid down in the Regulation of the Minister of Energy of 15 July 2019 on the technical requirements for charging stations and charging points that are part of the public road transport charging infrastructure, as well as any subsequent or supplementary regulations.

5. The Charging Stations shall be brand new and composed entirely of unused, complete, and factory-new components and materials sourced through the official distribution channels of the manufacturer. The Contractor guarantees that the Charging Stations delivered to the Ordering Party will be free from physical and legal defects and ready for use in accordance with their intended purpose, without the need for any additional investments or operational costs, following their installation by the Ordering Party or an entity designated by the Ordering Party.
6. The Charging Stations shall meet, in particular, the following minimum requirements:
  - be equipped with an energy management system capable of distributing power between active connectors,
  - include a Payter Apollo payment terminal capable of processing payments via Elavon Inc.,
  - include an Cable Management System (CMS),
  - the capacitive reactive power generated may not exceed 3% of the active power consumed by the Charging Station.
7. The Charging Stations shall be delivered by the Contractor in multiple batches, based on individual orders placed by the Ordering Party throughout the term of this Agreement. The Ordering Party undertakes to order no fewer than 20 Charging Stations under this Agreement. The Contractor shall not be entitled to any claims resulting from a reduction in the number of Charging Stations ordered compared to the estimated number referred to in clause 1 above, subject to the preceding sentence.
8. The ownership of the Charging Stations, together with all equipment and related infrastructure, shall be transferred upon delivery to the location indicated by the Ordering Party and upon acceptance by the Ordering Party. Title to each Charging Station shall pass separately upon delivery and acceptance.

## **§ 2. ORDERING PROCEDURE**

1. The delivery of Charging Stations by the Contractor shall be based on individual orders placed by the Ordering Party, using the order template constituting Annex No. 4 to the Agreement. Orders shall be placed in writing, including by email via email to the Contractor's addresses indicated in §13, no later than 12 weeks before the intended delivery date. Notwithstanding the above, the first order shall be placed within ... from the date of conclusion of the Agreement and shall reflect the delivery date indicated in the Contractor's Offer (Annex No. 1 to the Agreement).
2. Each order shall specify, in particular:
  - the number of Charging Stations covered by the order;
  - the exact delivery address within the territory of Gdynia or Gdańsk;
  - any optional and available functionalities of the devices.
3. The Contractor shall confirm receipt of the order in writing, including by email, i.e. by email sent to the Ordering Party's addresses indicated in §13, no later than 3 business days from the date of receipt. For the avoidance of doubt, the Parties agree that failure by the Contractor to respond to a properly submitted order within the time specified in the preceding sentence shall be deemed confirmation of acceptance of the order.
4. The delivery period for the Charging Stations shall not exceed ... weeks from the date of delivery of the order to the Contractor, as referred to in items 1 and 2 above. If the Contractor is unable to deliver the Charging Stations by the specified deadline due to

exceptional circumstances beyond its control, it shall notify the Ordering Party thereof within 7 days of receiving the order. In such a case, the Parties shall jointly agree on a revised delivery date.

5. The Contractor shall deliver each batch of Charging Stations ordered in accordance with items 1 and 2 above to the Ordering Party's warehouse located in Gdynia or Gdańsk, at the address indicated in the relevant order.
6. Together with the Charging Stations, the Contractor shall provide all related documentation as specified in §3(4)(2) below.
7. Delivery of the Charging Stations covered by each order referred to in items 1 and 2 above shall be confirmed by signing a Delivery Note at the place of delivery.
8. If any delivered Charging Station fails to meet the requirements specified in this Agreement or applicable law, or contains defects preventing its use, the Ordering Party shall notify the Contractor immediately by email (in writing, including by email) to the addresses indicated in §13. In such cases, the Ordering Party may also refuse to accept the defective Charging Station if, during the acceptance process, it is found to be non-compliant or defective as described above. The Contractor shall, at its own expense, promptly but no later than within 8 weeks from the notification or refusal of acceptance, deliver a Charging Station that complies with the Agreement.
9. If the Contractor fails to deliver a compliant and defect-free Charging Station within the time limit specified in item 8 above, the Ordering Party may reduce the remuneration accordingly to reflect the improperly fulfilled portion of the order (i.e. reduce the payment for the order to cover only those Charging Stations that are compliant and defect-free), while retaining the right to claim damages or contractual penalties from the Contractor.
10. Acceptance of the Charging Stations by personnel designated by the Ordering Party does not preclude the right of the Ordering Party to report defects or comments at a later time.

### **§ 3. DECLARATIONS AND OBLIGATIONS OF THE CONTRACTOR**

1. The Contractor undertakes to perform all obligations arising from this Agreement with the utmost diligence, consistent with the professional nature of its business.
2. The Contractor shall deliver the Charging Stations in the quantity and within the deadline specified in each order as referred to in §2.
3. For the proper performance of the Subject Matter of the Agreement, the Contractor shall:
  - deliver the materials and devices comprising the Subject Matter of the Agreement, including the Charging Stations, to the location indicated by the Ordering Party separately for each order, ensuring that they meet all requirements under Polish law and this Agreement, particularly in terms of quality and market eligibility;
  - comply with occupational health and safety rules as set forth in generally applicable legal provisions;
  - ensure that the Charging Stations enable the provision of electric vehicle charging services to end users;

- guarantee that the Charging Stations, equipment, and materials delivered shall, on the day of delivery, be the sole property of the Contractor, free from any physical or legal defects and unencumbered by the rights or claims of third parties;
  - provide the Ordering Party with the documentation in accordance with the Agreement;
  - submit the manufacturer's declarations of conformity for the Charging Stations, devices, and materials;
  - establish a support center for the Ordering Party's personnel, mainly for technical assistance related to the execution of the Agreement. This support center shall be available daily by phone at ... or online at ...;
  - ensure availability of spare parts for the Charging Stations for a period of ten (10) years from the date of delivery of each order;
  - maintain up-to-date and error-free firmware/software for the Charging Stations for a period of ten (10) years from the date of delivery of the last Charging Station under the Agreement;
  - ensure the repair of the Chargers in order to guarantee their proper and uninterrupted operation during the warranty period;
  - provide training to designated employees or associates of the Ordering Party on installation, start-up, operation, maintenance, repair, and decommissioning of the Charging Stations, and other related services as defined in this Agreement, as well as provide servicing manuals;
  - fulfill all obligations regarding the recycling or disposal of Charging Stations or their parts/components in accordance with applicable laws, should such obligations arise at any point during the term of the Agreement, including during the warranty period;
  - immediately inform the Ordering Party of any difficulties or risks to the timely and complete execution of the Agreement or any order, no later than within two (2) business days from becoming aware of such circumstances. Contractor shall immediately undertake actions to remove such difficulties or risks,
  - shall ensure the maintenance, for a period of ten (10) years from the delivery of each order, of the functioning on the Contractor's side of the servicing of Chargers, in particular covering works consisting in the installation of spare parts, maintenance or repairs, provision of other servicing works to ensure the correct and uninterrupted operation of the Chargers, taking into account normal wear and tear; the conditions for the provision of services referred to in this item after the expiry of the warranty period shall be determined separately.
4. As part of the remuneration under this Agreement, the Contractor specifically undertakes to:
- deliver Charging Stations that fully comply with the technical specifications and parameters set out in Annex No. 3, the provisions of this Agreement, and the specific order referred to in §1;
  - provide the Ordering Party, upon delivery of the Charging Stations, with complete documentation in Polish, including:
    - installation manual (including guidance for preparatory work, construction and electrical works - installation and commissioning),
    - technical specification of the Charging Station,
    - user manual (including technical operation manual),
    - servicing manual,
    - CE declarations and certificates ("EU Declaration of Conformity"),

- a list of all applicable industry standards, codes, and regulations the Charging Stations comply with,
  - opinion of the Office of Technical Inspection (UDT) on the documentation submitted for the Charging Station.
5. The Contractor shall accept inspections and audits related to the Subject Matter of the Agreement, conducted by persons authorized by the National Fund for Environmental Protection and Water Management, the European Commission or its Executive Agencies, and provide them with all necessary assistance, as well as make available, upon request, all relevant information and documents.
6. The Contractor declares that:
- it conducts business and specializes in the comprehensive delivery, sale, and servicing of publicly accessible direct current electric vehicle charging stations with a capacity of 99kW charging power, holding all legally required licenses and having staff capable of fulfilling the Subject Matter of the Agreement;
  - it holds all required licenses and permits necessary to perform the activities covered by this Agreement, if required by applicable law;
  - it possesses the necessary knowledge and experience to carry out the Subject Matter of the Agreement;
  - it has the economic and technical capacity to supply the devices covered by this Agreement;
  - it is in a financial situation that ensures proper execution of the Agreement;
  - it has reviewed the Request for Quotation and its annexes and raises no objections to them. It has also obtained all necessary information to perform the Subject Matter of the Agreement and undertakes to execute the order in accordance with all requirements defined by the Ordering Party in the Agreement, the Request for Quotation, the Contractor's Offer, and all related annexes;
  - Each Charging Station will comply with the requirements of the Agreement and its annexes, as well as with applicable legal provisions, technical standards, harmonized standards, and other relevant technical specifications and norms (including EU and EN/IEC and national standards). The Contractor bears full responsibility for ensuring compliance of the Charging Stations with all applicable requirements at the moment of delivery, including electromagnetic compatibility, and metrology regulations applicable to electricity metering devices included in the Charging Stations.

#### **§ 4. OBLIGATIONS AND RIGHTS OF THE ORDERING PARTY**

1. Under this Agreement, the Ordering Party undertakes in particular to:
- make timely payment of the Remuneration;
  - provide, within agreed deadlines and in the specified manner, all information necessary for the proper performance of the Agreement by the Contractor;
  - accept deliveries in accordance with the deadlines and terms specified in the Agreement.
2. The Ordering Party agrees to cooperate with the Contractor to the extent necessary to ensure performance of the Agreement in accordance with its provisions.
3. The Ordering Party shall have the right to inspect the manner in which the Subject Matter of the Agreement or any part thereof is performed. To this end, the Contractor shall, upon each request of the Ordering Party, immediately provide information

regarding the status of execution in particular, updates on the manufacturing process and delivery of the Charging Station.

## **§ 5. TERM FOR PERFORMANCE OF THE SUBJECT MATTER OF THE AGREEMENT**

1. This Agreement is concluded for a fixed term, commencing on the date of its signature by both Parties and ending on 31.12.2027.
2. The delivery deadlines for individual orders shall be determined in accordance with §2 of this Agreement.
3. The Contractor undertakes to commence execution of the Subject Matter of the Agreement immediately upon receipt of each order, in accordance with §2.
4. The actual completion date of an order shall be deemed the date on which the Delivery Note referred to in §2(6) is signed by both Parties without reservations.

## **§ 6. REMUNERATION AND PAYMENT TERMS**

1. For the proper performance of the Subject Matter of the Agreement, the Contractor shall be entitled to remuneration based on the unit price specified in the Contractor's Offer, constituting Annex No. 1 to the Agreement.
2. The remuneration referred to in item 1 is expressed as a net amount and shall be increased by the applicable value-added tax (VAT) rate valid on the date of invoice issuance.
3. In the event of a change in the VAT rate during the term of the Agreement, the net remuneration shall be increased by VAT at the rate applicable on the date the invoice is issued.
4. The Parties agree that the Contractor shall not be entitled to any additional remuneration for services, devices, or materials falling within the scope of the Subject Matter of the Agreement. The Contractor declares that it has prepared the price quotation presented in its Offer with due diligence and with consideration of all factors that may affect performance of the Subject Matter of the Agreement. Underestimation, omission, or failure to account for the scope of the Subject Matter of the Agreement shall not constitute grounds for requesting an adjustment of the remuneration.
5. The Ordering Party undertakes to order no fewer than 20 Charging Stations under this Agreement. In all other respects, if the number of Charging Stations ordered is lower than indicated in the Request for Quotation, the Contractor shall not be entitled to any claims against the Ordering Party, particularly for improper performance of the Agreement.
6. The remuneration shall be payable within 30 days of receipt of a correctly issued VAT invoice. The basis for issuing the invoice shall be the Delivery Note signed by both Parties, as referred to in §2(6). The Contractor shall issue the invoice within 7 days from the signing of the Delivery Note. For the avoidance of doubt, the Parties confirm that the remuneration for each partial performance of the Subject Matter of the Agreement based on an individual order shall be calculated as the product of the unit price of the Charging Station and the number of Charging Stations delivered under the given order, subject to §2(8).
7. Payment shall be made via bank transfer to the bank account indicated by the Contractor on the invoice. The payment date shall be deemed the date on which the

Ordering Party's bank account is debited. A change in the Contractor's bank account shall be effective for the Ordering Party upon receipt of a written notification by the Contractor in writing, including by email and shall not constitute an amendment to the Agreement.

8. Upon the Contractor's request, the Ordering Party may grant an advance payment of up to 30% of the remuneration for a given order. The Contractor may submit such a request in writing, including by email within 14 days from receipt of the order. The advance shall be paid based on a pro forma invoice, within 30 days of its delivery to the Ordering Party. The advance shall be settled upon submission of the invoice for the respective order. If the advance cannot be settled, including due to non-performance of the order by the Contractor, the Ordering Party shall promptly request that the Contractor either settle or return the advance within 7 days of receiving the request. If the advance is not settled within this period, the Ordering Party shall have the right to deduct the advance amount from any remuneration due to the Contractor for other completed orders.
9. The Contractor shall list the Ordering Party as the buyer on all invoices.
10. The Contractor Invoices shall be submitted electronically to the following email address: [pl.faktury@greenwaypolska.pl](mailto:pl.faktury@greenwaypolska.pl) .
11. In the event of delayed payment, the Contractor may charge the Ordering Party interest for late payment in commercial transactions.
12. The Contractor declares and confirms that the remuneration includes all costs related to the Subject Matter of the Agreement, including warranty service and required inspections in accordance with the terms of the Agreement, as well as all other costs associated with performance of the Agreement.

## **§ 7. CONTRACTUAL PENALTIES**

1. The Ordering Party shall have the right to demand from the Contractor the following contractual penalties:
  1. for delays in the execution of a given order, , beyond the deadline specified therein in accordance with the provisions of the Agreement or the Contractor's Offer, if such delays are attributable to the Contractor — in the amount of 5% of the value of delayed goods for each week of delay, starting from the day following the agreed delivery date, up to a maximum of 15% of the total value of the order;
  2. for delays in remedying defects identified during acceptance or within the warranty or statutory warranty periods, if such delays are attributable to the Contractor — in the amount of 1% of the value of the Charger for each week of delay, starting from the day following the deadline set by the Ordering Party, up to a maximum of 15% of the value of the Charging station;
  3. for failure to perform or improper performance of the obligations under this Agreement regarding confidentiality rules and enabling inspections – in the amount of EUR 10,000 (in words: ten thousand euro) for each violation;
  4. in the event of termination of the Agreement or part thereof by the Ordering Party for reasons attributable to the Contractor — in the amount of 15% of the

total value of the Agreement, the respective order, or the remaining part of the Agreement.

2. If the Contractor terminates the Agreement for reasons attributable to the Ordering Party, the Contractor shall be entitled to a contractual penalty in the amount of 5% of the value of the Charging Stations that were ordered but not delivered.
3. The total amount of contractual penalties shall not exceed 15% of the maximum remuneration due to the Contractor for performance of the entire Agreement.
4. The reservation of contractual penalties shall not preclude the right to claim damages on general principles in excess of the amount of the stipulated contractual penalties. The Contractor will not be liable for any consequential damages (including, but not limited to, loss of profits or revenue, lost data, lost business opportunities or other economic advantage, or loss of goodwill, arising out of, relating to or in connection with this Agreement or the use or performance of Charging Stations or services provided by Contractor, whether such liability arises from any claim based on contract, warranty, tort, product liability or otherwise, whether or not Contractor has been advised of the possibility of such loss or damages. The total liability to the Ordering Party arising under this Agreement, for all causes of action and under all theories of liability, is limited to 100% of the total price specified in the agreement and its annexes for all products ordered under the Agreement

#### **§ 8. AMENDMENTS AND TERMINATION OF THE AGREEMENT**

1. The Parties may amend this Agreement provided that such amendment does not constitute a material change.
2. Should a proposed amendment constitute a material change, the Parties agree that the Agreement may be amended in the following circumstances:
  1. a change in the legal framework or generally applicable legal provisions affecting performance of the Subject Matter of the Agreement — to the extent necessary to comply with such new laws;
  2. with regard to the timing and scope of order performance, in the event of:
    - force majeure;
    - the occurrence of other circumstances not caused by the Contractor;
    - a justified need, unforeseeable at the time of signing the Agreement, to extend the delivery time of a specific order upon request of the Ordering Party.
3. Any amendments to the Agreement must be made in writing and signed by both Parties failing which it shall be deemed invalid.
4. The Ordering Party may terminate the Agreement, in whole or in part (including with respect to a specific order), in the following cases:
  1. a delay in delivery of the Subject Matter of the Agreement under a specific order exceeding 7 days from the agreed delivery date under the Agreement or the Contractor's Offer - the Ordering Party may choose to terminate only the order in question, the entire Agreement, or the remaining unfulfilled portion of the Agreement;

2. the occurrence of significant defects in the delivered Chargers which cannot be remedied within reasonable time, in particular their non-compliance with the requirements or parameters specified in the Agreement, the Request for Proposal, and their annexes;
  3. repeated, i.e. at least three times violation of the deadlines for the fulfillment of warranty obligations due to circumstances attributable to the Contractor (§ 9 below);
  4. performance of the Subject Matter of the Agreement by the Contractor in breach of the Agreement's provisions, and failure to rectify such performance within 3 (three) business days of a written request from the Ordering Party to comply.
5. The right to terminate the Agreement, as mentioned in item 4, may be exercised within 30 days from the date the grounds for termination were identified, and no later than 31.12.2027. A termination notice must be in writing failing which it shall be deemed invalid. The termination shall take effect for the future - as of the date the other Party receives the termination notice, unless the notice states otherwise.

#### **§ 9. WARRANTY, STATUTORY WARRANTY, AND CONTRACTOR'S LIABILITY**

1. The Contractor grants the Ordering Party a warranty for the Subject Matter of the Agreement. The warranty period is set at 60 months and shall run separately for each Charging Station.
2. The warranty period begins, separately for each delivered Charging Station, on the date of signing the commissioning protocol or six (6) months from the date of delivery of the Charging Station to the Ordering Party's warehouse - whichever occurs earlier.
3. Under the warranty, the Supplier is obliged to remove physical or legal defects (repair) or deliver a new Good or component. If the entire Good is replaced, the warranty period shall restart from the date of replacement. In the event of replacement or major repair of a component or equipment part, the warranty period for that part shall equal either the remaining warranty period for the entire Good or six (6) months, whichever is longer. In other cases, the warranty for the repaired part of the Good shall be extended by the time from the defect notification until the date the defect is confirmed as resolved in writing
4. Regardless of the quality warranty, the Parties agree that statutory warranty (rekojmia) for physical defects of the Subject Matter of the Agreement shall apply for a period of 60 months from the date of signing the commissioning protocol or 6 months from the date of delivery to the Ordering Party's warehouse (whichever occurs first), separately for each Charging Station. The statutory warranty for legal defects shall begin as provided under Article 576 of the Polish Civil Code.
5. The Ordering Party shall notify the Contractor of any defects identified during the warranty or statutory warranty periods in writing, including by email (e.g., email), to the addresses indicated in §13, within 7 days of discovering such defects. Defects identified during acceptance - if not deemed grounds for rejecting the item - shall also be removed under the warranty. Notifications made by post are effective upon dispatch via registered mail through a postal operator. The date of mailing shall be considered the official date of notice.
6. The Contractor shall remedy the defect or deliver a new item as soon as possible, but no later than:

- 5 business days from the day following notification for defects that completely prevent operation,
  - 6 business days for defects that impair functionality, and
  - 7 business days for other types of defects.
7. If, due to the complex nature of the defect or technical constraints, it is not possible to remedy the defect within the timeframe specified above, the Ordering Party shall set a new, extended deadline that shall be binding upon the Contractor. For the avoidance of doubt, the Ordering Party's decision to set such an extended deadline is discretionary and the Contractor shall have no claim to demand it.
  8. Removal of defects or delivery of new items shall be confirmed in writing. The date indicated in the protocol confirming delivery of the new item, confirmed by both Parties, shall be binding. Confirmation of defect removal may be provided electronically.
  9. If the Contractor fails to remove defects within the prescribed timeframe, the Ordering Party may remove the defect itself or engage a third party to do so, at the Contractor's cost and risk. In such a case, the Contractor may not treat such remedy as cause to terminate or limit its warranty obligations.
  10. If any defect in a Charging Station is declared irremediable by the Contractor, or the same defect reappears at least three times within twelve (12) consecutive calendar months, the Ordering Party may demand — at its sole discretion — replacement of the defective Charging Station or the entire batch suspected of being defective, within thirty (30) calendar days, or a full refund of the price paid for the Charging Station(s).
  11. Warranty rights shall apply not only to the Ordering Party but also to any legal successors under universal or specific succession. Upon request, the Contractor shall issue a written warranty certificate confirming the terms granted under this Agreement. Such a certificate shall serve as proof of entitlement to warranty rights. Possession of the certificate is not a condition for exercising warranty rights, which derive directly from the Agreement for the Ordering Party, and from legal succession for successors. However, a successor in possession of such certificate shall not be required to otherwise prove succession of ownership.
  12. The Parties allow for the possibility of engaging the Contractor to provide post-warranty servicing under a separate agreement regulating the rights and obligations of both Parties.

## **§ 10. INSURANCE**

1. The Contractor shall maintain civil liability insurance for activities related to the subject of the order, with:
  - a minimum coverage of 4 000 000 EUR per individual incident, and
  - a minimum aggregate coverage of 4 000 000 EUR throughout the entire duration of the Agreement, including the entire period covered by the statutory warranty or quality warranty.
2. The Ordering Party shall have the right, at any time during the term of the Agreement, to request presentation of the Contractor's insurance policy and proof of premium payment.

## § 11. PERSONS RESPONSIBLE FOR AGREEMENT PERFORMANCE AND SERVICE OF NOTICES

1. Each Party shall appoint a representative for ongoing communications, hereinafter referred to as the **Coordinator**, responsible for overseeing the proper implementation of the Agreement:
  - The Coordinator on behalf of the Ordering Party: Paweł Sierko, tel. 885 542 632 e-mail: [pawel.sierko@greenwaynetwork.com](mailto:pawel.sierko@greenwaynetwork.com)
  - The Coordinator on behalf of the Contractor: ..., tel. ..., email: ...
2. The Parties designate the following addresses for service of correspondence:
  - For the Ordering Party – address: Greenway Polska sp. z o.o. ul. Łużycka 3c, 81-537 Gdynia, e-mail: [pawel.sierko@greenwaynetwork.com](mailto:pawel.sierko@greenwaynetwork.com)
  - For the Contractor – address: ..., ul. ..., email: ...
3. A change of Coordinator shall become effective upon notification to the other Party. In the event of a change of address as referred to in item 2, each Party shall promptly notify the other Party in writing of the new address for service; otherwise, correspondence sent to the previous address shall be deemed effectively served. A change of Coordinator or address for service does not constitute an amendment to the Agreement.
4. If a Party makes a declaration in written form, it shall be delivered by registered mail with acknowledgment of receipt, courier service, or in person to the address specified in item 2. The date of delivery shall be the date the correspondence is received by the recipient. If delivery fails for reasons attributable to the recipient — in particular, refusal to accept or change of address without notice — the correspondence shall be deemed effectively served on the date it was sent from a post office of the public postal operator or handed over for courier delivery.

## § 12. CONFIDENTIALITY PROVISIONS

1. All **Confidential Information** (meaning any information of a financial, legal, commercial, or technical nature, disclosed directly or indirectly, in any form, between the Parties — including by employees, associates under any contracts (including mandate agreements, management contracts, appointments), or advisors of the Parties — in connection with the purpose of this Agreement, as well as all copies, summaries, extracts, or similar created from such Confidential Information, and all devices, modules, samples, prototypes, or similar and their components) — particularly information regarding projects to be implemented by the Ordering Party, locations of Charging Stations, and delivery parameters — shall:
  1. be used by the Contractor solely for the purpose of performing this Agreement, unless the Ordering Party expressly indicates otherwise in writing with respect to the entity or the scope of the Confidential Information to be disclosed;
  2. not be disclosed or made available in any manner or form to any third party, except to: (i) employees or associates of the Contractor engaged in Agreement performance (hereinafter referred to collectively as "Associates"), and (ii) consultants, legal or financial advisors assisting the Contractor in connection with the Agreement or parties preparing documentation related to

the Agreement ("Advisors"). In each case, Confidential Information may be disclosed only to individuals who reasonably require access and are bound by confidentiality obligations — either operation of law, employment contract or a written agreement — no less stringent than those imposed on the Contractor. Prior to disclosing information to an Advisor, the Contractor shall obtain a written declaration of acceptance of confidentiality obligations from the Advisor;

3. be kept strictly confidential by the Contractor, Associates, or Advisors, with at least the same degree of care as they use to protect their own confidential information, and in any case, with a reasonable degree of diligence;
4. remain the property of the Ordering Party.

## 2. Exceptions

The confidentiality obligations set out herein shall not apply to any information that:

- was already in the possession of the Contractor before being received from the Ordering Party, without any confidentiality obligation;
- was publicly available at the time of disclosure or became public thereafter, provided this was not due to: (i) a breach of these obligations by the Contractor or its Associates, or (ii) a breach of obligations by Advisors, their employees, or collaborators under any contracts (including mandate agreements, management contracts, or appointments);
- was lawfully obtained by the Contractor from a third party not bound by confidentiality obligations, to the best of the Contractor's knowledge;
- have been approved for disclosure by prior written consent of the Party that owns the confidential information;
- is required to be disclosed under a court ruling, administrative decision, or other binding order of a competent authority. In such cases, the Contractor shall, if legally permissible: (a) immediately notify the Ordering Party of such request and its circumstances, (b) consult with the Ordering Party about potential legal remedies to object or limit the disclosure, and (c) if disclosure is necessary or advisable, use all efforts to obtain assurances that the Confidential Information will not be further disclosed.

## **§ 13. FINAL PROVISIONS**

1. The Parties declare that they are aware of the obligations arising from the Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws 2018, item 1000, as amended), and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – "GDPR"), and undertake to comply with all duties resulting therefrom. The Contractor undertakes to fulfil the information obligation on behalf of the Ordering Party towards its representatives or any other persons whose personal data will be processed in connection with the conclusion or performance of the Agreement. The GDPR clause of the Ordering Party constitutes Annex No. 4 to the Agreement. The Contracting Authority undertakes to perform the information obligation on behalf of the Contractor towards its representatives or other persons whose personal data will be processed by the Contractor in connection with the conclusion or performance of the Agreement. The Contractor's GDPR information clause constitutes Appendix No. 4 to the Agreement.

2. In all matters not regulated by the provisions of this Agreement, the provisions of generally applicable law shall apply, including the Civil Code.
3. The Contractor shall not be entitled to assign its rights or obligations under the Agreement without the prior written consent of the Ordering Party, failing which it shall be deemed invalid.
4. In matters not regulated by the Agreement, the use of standard contract templates established by the Contractor is permitted with respect to the detailed process of performing tasks related to the implementation of the Agreement. In any case, in particular in the event of any inconsistency or conflict between the provisions of the Agreement and the content of any contract template established by the Contractor, the provisions of the Agreement shall prevail. The templates referred to in the preceding sentence were provided to the Contracting Authority prior to the conclusion of the Agreement.
5. Unless explicitly stated otherwise in the Agreement, the Contractor shall provide all documentation required under this Agreement in original form.
6. Where the Agreement stipulates written form or written form failing which it shall be deemed invalid, such a requirement shall also be deemed fulfilled by making a declaration in electronic form within the meaning of Article 78<sup>1</sup> of the Civil Code.
7. Any disputes arising out of or in connection with this Agreement shall be finally settled by arbitration before the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, in accordance with its rules in force on the date of commencement of the proceedings, by arbitrators appointed in accordance with those rules. The place of arbitration shall be Warsaw, Poland. The arbitration proceedings shall be conducted in the Polish language..
8. This Agreement has been executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.
9. The GreenWay Group follows a policy of compliance with international sanctions imposed under national, EU, and international law. GreenWay conducts its activities in accordance with applicable anti-money laundering and counter-terrorist financing laws and regulations.
10. The GreenWay Group conducts risk assessments regarding potential violations of international sanctions regulations. This risk assessment includes the verification of counterparties, as well as assessing the subject matter and territorial scope of goods and services.
11. By entering into the agreement, the Counterparty is obliged to familiarise themselves with the content of the Sanctions clause in the Appendix, confirms the circumstances contained therein and undertakes to comply with the requirements specified therein. The Sanctions clause forms an integral part of the Agreement.

## **§ 14. ANNEXES**

The following annexes constitute an integral part of the Agreement:

- Annex No. 1 – Contractor's Offer
- Annex No. 2 – Technical Specification
- Annex No. 3 – Contractor's civil liability insurance
- Annex No. 4 – GDPR Clause of the Ordering Party

- Annex No. 5 – Sanctions Clause

## SANCTIONS CLAUSE

### I. DEFINITIONS

For the purposes of this Clause:

- a) **Sanctions** are instruments of a diplomatic or economic nature aimed at influencing activities or policies, including violations of international law or human rights, or policies that do not respect the rule of law or democratic principles. Sanctions may affect the operations of financial institutions and their counterparties by imposing restrictions, controls or suspensions on the movement of goods, services and funds. Sanctions include prohibitions imposed on states, organisations, natural persons and legal entities, which are listed on applicable sanctions lists. A non-exhaustive list of the most relevant state and public authorities, imposing sanctions includes the United Nations, the European Union and the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC).
- b) **Sanctions Regulations** mean any applicable sanctions laws, regulations, decisions, restrictive measures or embargoes imposed by the European Union, the United Nations, the Member States of the European Union or the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland, as well as any applicable national sanctions, related to the status of the Counterparty, the purpose or subject matter of the contract.
- c) **Restricted or Sanctioned Territory** means any country or part of a territory that is subject to international restrictive measures.
- d) **Restricted Entity** means any individual, entity or organisation:
  - that is owned or controlled, directly or indirectly, by an individual, entity or organisation listed on sanctions lists or by a government of a Restricted or Sanctioned Territory;
  - that is owned or controlled, directly or indirectly, by entities owned or controlled by a government of a Restricted or Sanctioned Territory; or
  - that resides in or conducts activities within a Restricted or Sanctioned Territory.

### II. SANCTIONS REPRESENTATIONS AND UNDERTAKINGS

1. The Counterparty hereby declares that Counterparty, and - in connection with exercising or being subject to direct or indirect control, in whole or in part, within the meaning of the rules for identifying the ultimate beneficial owner in the provisions relating to AML/CFT - its subsidiaries, affiliates, parent entities, as well as members of its governing bodies and persons acting on its behalf or for its benefit:
  - a) comply with the Sanctions Regulations;
  - b) are not a Restricted Entity;

- c) are not subject to any Sanctions imposed under the Sanctions Regulations;
  - d) are not subject to any proceedings or investigations against them in connection with any violation of any Sanctions Regulations or Sanctions;
  - e) shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014<sup>1</sup> of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine;
  - f) do not conduct business in prohibited sectors that are illegal by nature, explicitly prohibited under applicable laws or sanctions regimes, or otherwise fundamentally incompatible with GreenWay's compliance requirements or ethical standards.
2. The Counterparty declares, acknowledges and accepts that, for the purposes of ensuring compliance with applicable laws, business standards and ethical principles, GreenWay conducts its activities in accordance with applicable anti-money laundering and counter-terrorist financing laws and regulations in connection with the conclusion and performance of the Agreement. For this purpose, GreenWay is entitled to conduct customer due diligence measures, request and verify documentation relating to the Counterparty, and, where required by law, report relevant information to competent authorities, in the manner and under the conditions prescribed by applicable law.
- The Counterparty shall, throughout the duration of the business relationship, provide GreenWay with up-to-date documentation and promptly notify GreenWay of any changes to previously submitted documentation relevant to AML/CTF compliance or compliance with Sanctions Regulations, i.e. changes in the ownership structure, the Ultimate Beneficial Owner, PEP status (Politically Exposed Person).
3. The Counterparty shall immediately inform GreenWay of any problems, changes or other relevant circumstances relating to the application of points (1) and/or (2), including any relevant activities of third parties that could frustrate the purpose of points (1) and/or (2).
4. Should any of the above declarations become untrue or outdated, the Counterparty shall, without undue delay and in any event no later than within 14 days of becoming aware of such circumstances, notify GreenWay thereof and inform GreenWay of any actions taken to restore the accuracy of such declarations.
5. For the purposes of preventing money laundering and terrorist financing, and ensuring compliance with Sanctions Regulations, GreenWay shall be entitled to temporarily restrict the disposal of the subject matter of the Agreement and to

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<sup>1</sup> Applicable to contracts with Counterparty from third country - a country that is not one of the Member State of the European Union, or the European Free Trade Association (EFTA) or a State party to the Agreement on the European Economic Area or the Swiss Confederation- on selling, supplying, transferring or exporting goods or technology as, indicated in Article 12g of Council Regulation (EU) No 833/2014

undertake any other measures required by applicable law or by orders of competent authorities, i.e when GreenWay reasonably suspects a breach of the obligations set forth above, GreenWay may, at its sole discretion, impose any / or all of the following measures/sanctions:

- a) suspending the performance of the Agreement;
- b) suspending the Counterparty's payments;
- c) termination of the Agreement for cause attributable to the Counterparty;
- d) notify the competent authority.

GreenWay will notify the Counterparty about the identified breach or suspicion of breach and the measures taken in relation to the Agreement. Within 10 days of receiving the notice of violation, the Counterparty may decide to remedy the violation, if it is possible to remedy it (the Remediation Period'). If the infringement is irreversible or has not been remedied during the Remediation Period, the Counterparty shall be deemed to be a party infringing the Sanctions ('Sanctions Infringing Party').

6. In the event of a breach of the obligations set forth above, GreenWay shall be entitled to claim compensation for any and all damages arising therefrom, including compensation for any losses related to restrictions, sanctions, or limitations imposed on GreenWay under applicable Sanctions Regulations in connection with the Counterparty.