



OCPP Certification Logo License Agreement

This agreement, signed, made and entered into by and between:

The Open Charge Alliance, a foundation under Dutch law whose registered office is Westervoortsedijk 73, Building KB, Arnhem (hereinafter: Open Charge Alliance), hereby legally represented by Onoph Caron, Chairman,

And

HKD GreenTech UG, a German company having its registered address at Zum Vogelacker 6, 91338, Igensdorf, Germany (hereinafter: Recipient), hereby legally represented by (CEO), Jawad Munir,

together known as "Parties"

WHEREAS:

- (A) OCPP and derivatives thereof are intellectual property of the Open Charge Alliance and can only be used by authorized licensees, in accordance with the usage guidelines
- (B) After successfully completing all certification tests and fulfilling all other requirements for certification as described in the 'OCPP Certification Program', the Open Charge Alliance will provide Recipient with an electronic copy of the OCPP Certification Logo
- (C) The OCPP Certification Logo is available to the manufacturer of an OCPP certified device free of charge
- (D) Usage of the OCPP Certification Logo is subject to the terms and conditions of this OCPP Certification Logo License Agreement (hereinafter: the Agreement)

AGREE TO THE FOLLOWING:

1. Limited Use Grant

The Open Charge Alliance grants Recipient a non-exclusive license to use the OCPP Certification Logo, provided Recipient complies with all terms and conditions of the Agreement. Recipient can only use the Certification Logo in conjunction to the device that has been certified and for which the Recipient received the OCPP Certificate and Certification Logo;

2. Restrictions

The Open Charge Alliance reserves all rights not expressly granted to Recipient. Without limiting the generality of the foregoing, the scope of this license does not permit Recipient to, in whole or in part:

- a) use or define the OCPP Certification Logo as a guarantee covering quality of a product;



- b) sublicense, resell, otherwise transfer, rent, lease or lend the OCPP Certification Logo unless in conjunction to devices that have been certified and for which the Recipient received the OCPP Certificate and Certification Logo;
- c) alter or modify the OCPP Certification Logo in any way;
- d) use the OCPP Certification Logo as part of Recipient's name or identity, use any name or mark confusingly similar to the OCPP Certification Logo;
- e) combine the OCPP Certification Logo with any other graphic or textual elements;
- f) use the OCPP Certification Logo as a design element of any other logo or trademark;
- g) use the OCPP Certification Logo in any manner that might disparage or injure the Open Charge Alliance's reputation;
- h) use the OCPP Certification Logo on any web site or in any way that is in violation of any applicable laws or governmental regulations, in particular, all laws and regulations pertaining to proper protection, use and designation of trademarks in any countries in which the OCPP Logo's and Marks are used; or
- i) use the OCPP Certification Logo in a manner which, in the Open Charge Alliance's sole discretion, diminishes or otherwise damages the Open Charge Alliance's goodwill.

3. Ownership of the OCPP Certification Logo

All title and intellectual property in the OCPP Certification Logo are owned by the Open Charge Alliance.

4. Termination

The Open Charge Alliance hereunder may terminate the Agreement and any and all rights upon notice without cause and at any time . Upon termination of the Agreement, Recipient shall immediately cease any and all use of the OCPP Logos and destroy all copies of the OCPP Certification Logo within its control.

5. No warranties

Recipient acknowledges and agrees that the OCPP certification logo are provided "as is" and with no warranties whatsoever, whether express, implied or statutory, including, but not limited to any warranty of merchantability, no infringement, fitness of any particular purpose, or any warranty otherwise arising out of the OCPP certification logo and/or the agreement. The recipient's use of the OCPP certification logo is solely at the recipient's own risk.

6. Limitation of Liability

In no event shall the Open Charge Alliance be liable or obligated to the recipient or any third party in any manner for any direct, special, non-compensatory, consequential, indirect, incidental, statutory or punitive damages of any kind, including, without limitation, lost profits and lost revenue, regardless of the form of action, whether in contract, tort, negligence, strict product liability, or otherwise, even if the Open Charge Alliance has been informed of or is aware of the possibility of any such damages in advance. The limitations set forth above shall be deemed to apply to the maximum extent permitted by applicable law and notwithstanding the failure of the essential purpose of any limited remedies available to the recipient. The recipient acknowledges and agrees that the recipient has fully considered the foregoing allocation of risk and finds it reasonable, and that the foregoing limitations are an essential basis of the Open Charge Alliance permitting access to the OCPP Alliance certification logo. Recipient further acknowledges and agrees that the Open Charge Alliance would not have provided the recipient with access to the OCPP certification logo



unless the recipient fully agreed to the limitations set forth above. Recipients' sole and exclusive remedies and exclusive liabilities are set forth in the agreement.

7. Third Party Rights

Use of certain elements of the OCPP Certification Logo may be subject to third party intellectual property rights, including without limitation, trademark and copyright rights. The Open Charge Alliance is not responsible and shall not be held responsible in any manner for identifying or failing to identify any or all such third party intellectual property rights.

8. General

If any provision of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of the Agreement, but the Agreement shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable. No delay or omission by either party to exercise any right occurring upon any noncompliance or default by the other party with respect to any of the terms of the Agreement shall impair any such right or power or be construed to be a waiver thereof. A not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.

Nothing set forth in the Agreement shall be deemed or construed to render the parties as joint ventures, partners or employer and employee. The Agreement, together with any documents referenced herein, sets forth the entire, final and exclusive agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties. The Agreement may be modified only pursuant to a writing executed by authorized representatives of the Open Charge Alliance and Recipient.

The Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of the Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the Netherlands. Any disputes arising from or connected with this Agreement shall be submitted to the exclusive jurisdiction of the Dutch courts.

As drawn up and signed:

For the Open Charge Alliance

Signature: _____

Name: Onoph Caron

Title: Chairman

Date: 14 June 2023

For <Recipient>

Signature: _____

Name: JAWAD MUNIR

Title: CEO & FOUNDER

Date: 14.06.2023

