

Term Sheet
("Term Sheet")

between

Charging Interface Initiative e.V. (CharIN), Schiffbauerdamm 12, D 10117 Berlin
- „CharIN“ -

and

[Company/Name, represented by • , Address]
- „Submitter“ -

- CharIN and Submitter together "**Parties**" or individually a "**Party**" -

Recitals

- A. A working group of CharIN for Automatic Connection Device interface (ACD) (hereinafter referred to as "**Working Group ACD**") was formed with the purpose to elaborate and define requirements for automatic connection devices for passenger cars.
- B. CharIN has launched a request for submission (hereinafter referred to as "**Request for Submission**") with respect to a technical problem as outlined in Section 1 of this Term Sheet in order to give a recommendation to standardization bodies regarding an Automatic Connection Device Underbody (ACDU) (hereinafter referred to as "**Technical Solution**"). All submissions will be reviewed with respect to the problem solving methodology and the technological readiness level.
- C. The Submitter intends to participate in the Request for Submission and to submit a Technical Solution which may be used by CharIN as described in Section 3 below.

The Parties therefore agree as follows:

1. Subject of the Term Sheet

The requirements for the Technical Solution are outlined in the requirements document (hereinafter referred to as "**Requirements Document**") enclosed hereto as **Exhibit 1**. CharIN plans to give a recommendation to standardization bodies regarding an Automatic Connection Device Underbody (ACDU). This recommendation will focus on an interoperable connection interface and any related requirements for the EVSE, EV, communication and related hardware. In a public request concepts for ACDU systems and interfaces may be proposed to the subgroup for consideration. The subgroup will then vote for one system and, together with the applicant, work on an optimization of that concept in order to create a proposal for the official standardizations bodies.

A list of relevant criteria is part of this document. The aim is that a single ACD-Interface (Plug, Inlet, communication, positioning technology, etc.) between EVSE and EV shall be able to fulfill all requirements. (enclosed as Exhibit 1, which can be reviewed here: <https://www.charinev.org/acd/>).

After the Submission phase and the voting on the submissions in the ACD Working Group an official international standard shall be created based on these ideas. Ideally, the ideas will be adopted as they are. CharIN will support this effort by the voice of the members and from the administrative side. The solution will be free for the CharIN members and CharIN will not receive any license fees for the use of the ideas.

CharIN is not planning to collect and receive any fees for the use of the technical solution. The technical solutions will be licenced royalty-free to the general public after publication by a standardization body.

2. Covenant

Submitter covenants to CharIN that it will not submit any Technical Solution that Submitter is aware infringes any third party patent, intellectual property or other proprietary right. Submitter shall indemnify, defend and hold harmless CharIN from and against any and all liabilities, cost and expense, including attorney fees and costs, arising out of or in connection with the breach of the aforementioned covenant.

3. Use of Rights

Under the condition that Submitter's Technical Solution is chosen as one of the winning ideas and except as specified within this section, Submitter hereby grants to CharIN a worldwide, irrevocable, non-exclusive, royalty-free, and perpetual license to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made and import the Technical Solution.

4. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Germany without reference to other laws.

5. Arbitration

Any controversy or claim arising out of or relating to this term sheet, or the breach thereof, shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three arbitrators. The seat of the arbitration shall be Berlin, Germany. The language of the arbitration shall be English. The arbitration shall be confidential. The parties agree that also the mere existence of an arbitral proceeding shall be kept confidential except to the extent disclosure is required by law, regulation or an order of a competent court.

CharIN

[SUBMITTER]

Berlin,

By: Claas Bracklo

By: _____

Title: Chairman

Title: _____

By: Michael Keller

Title: Treasurer