

**MEMORANDUM OF UNDERSTANDING (MOU) AND NON-DISCLOSURE
AGREEMENT (NDA) FOR EXTERNAL NEMO PROJECT MEMBER**

**FOSTERING HARMONIZED AND VALUABLE ELECTROMOBILITY SERVICES IN
EUROPE**

This MEMORANDUM OF UNDERSTANDING (“**MOU**”) and NON-DISCLOSURE AGREEMENT (**NDA**) (jointly referred as the “**Agreement**”), become effective on the date that it is signed by the last Party below (the “**Effective Date**”).

Among

[**LEGAL NAME**], a company duly organised under the laws of [**country**], with its registered office located at [**address**].

Represented by [**name(s)**], duly authorised hereunder,

hereinafter referred to as the “**External Party**”,

and

Institute of Communication and Computer Systems (ICCS), a scientific research institute, with its registered office at Patisiwn 42nd street, and tax registration number 090162593, located in Athens, coordinator of the consortium related to NeMo Project (the “**Project**”).

Represented by Dr. Ioannis Vasileiou, duly authorised hereunder,

hereinafter referred to as “**ICCS**”,

and

the following beneficiaries:

Ajuntament de Barcelona,
Broadbit Energy Technologies Sro,
Centro Ricerche FIAT ScpA,
European Road Transport Telematics Implementation Coordination Organisation (ERTICO) -
Intelligent Transport Systems & Services Europe,
fka Forschungsgesellschaft Kraftfahrwesen mbH Aachen,
GIREVE,
Hubject GmbH,
IBM Deutschland GmbH,
Consorzio Interuniversitario per l'Ottimizzazione e la Ricerca Operativa,
Idiada Automotive Technology SA,
IREN Sp.A.,
Renault SAS,
Singularlogic Anonymi Etairia Pliroforiakon Sistimatou kai Efarmogon Pliroforikis,
Tecnosita SpA Con Unico Socio,
TomTom Development Germany GmbH,
Technische Universitaet Berlin,
VERBUND Solutions GmbH,

Hereinafter referred to as “**NeMo Parties**”.

ICCS and the above NeMo Parties (jointly referred to as the “**Consortium**”) have signed the Grant Agreement n° 713794 or its Accession Form for the Project.

Each hereinafter individually referred to as a “Party” and collectively as the “Parties”.

WHEREAS:

(A) The External Party has expressed its interest to participate in the Project - to support a potential collaboration to develop or demonstrate the Project infrastructure and ease the creation and business relations for e-mobility related services (the "**Opportunity**").

(B) In connection with this Opportunity, the External Party should agree and respect the key principles described below (Part A: Memorandum of Understanding).

(C) In connection with this Opportunity, the Parties may disclose certain confidential technical and business information, which the disclosing party ("**Disclosing Party**", as described below) desires the receiving ("**Receiving Party**", as described below) to treat as confidential (Part B: Non-Disclosure Agreement). The Parties shall grant to each other a certain period of exclusivity in relation to the Opportunity.

PART A: MEMORANDUM OF UNDERSTANDING (MOU)

Key principle 1: Promotion of interoperability

To provide advanced e-mobility services for final customers, the NeMo hyper-network will provide the technological frame for service requestors and providers which enable them to create and develop widely adopted services. These services shall be non-discriminant and not limited to a certain category of users. Service providers will do their best to be compatible with the maximum service consumers. Service requestors will do their best to be compatible with the maximum of final users.

Key principle 2: Need for harmonised data

To tackle a big challenge, which is the lack of harmonised data between actors of the e-mobility field, the NeMo Hyper-Network describes "Common Information Models" (CIM). These models consider the latest evolution (regulatory, technological) to define each business objects created during the project time. Special attention has been provided to make the CIM as flexible as possible for every stakeholder. These CIM should help both service providers and requestors to develop widely adopted services. The CIM can evolve during the Project lifetime and even after the end of the project and both service providers and requestors can participate to its evolution. In return, Associated Members of the NeMo Hyper-Network are asked to respect and apply the CIM in the development and usage of the services.

Key principle 3: Recognition of BAEM (Business Alliance for Electro-Mobility) as entity to operate the Hyper-Network

The BAEM, an association which will be created during the period of the Project, will be responsible for operating the NeMo Hyper-Network. This association will have a role of technical maintainer through a sub-contract or other and strategic administrator. For this latest role, the BAEM will validate the subscription of new members, adopt and deploy updates of the platform, and liaise with relevant external entities to assure the sustainability of the Hyper-Network. The members of the BAEM should represent the diversity of the Hyper-Network users, that is energy and automotive players, directly or through relevant associations, navigation providers, e-mobility players (such as CPOs, EMSPs and e-roaming platforms), public authorities and IT providers.

A service provider or requestor of the NeMo Hyper-Network, shall be member of the BAEM, or directly or through a third party.

Key principle 4: Participation in maintaining the Hyper-Network

The BAEM will do its best to provide to service providers and requestors an efficient and state of the art frame to develop advanced services. The NeMo Hyper-Network will be regularly updated and

assistance will be structured to help users in the development of services. To avoid obsolescence of the Hyper-Network, participation through a membership fee or a service fee will be requested of BAEM members. Different level of participation will be defined to incite service providers, as they will be the ones adding value to the NeMo Hyper-Network. As described in Key principle 3, the participation will be requested directly from an Associated Member if it is registered to the BAEM, or through its representative association.

PART B: NON-DISCLOSURE AGREEMENT (NDA)

IT HAS BEEN AGREED AS FOLLOWS:

Article 1 Purpose

The Purpose of this Agreement is to set forth the terms and conditions upon which each Party shall safeguard the confidentiality of the information exchanged between them in relation to the Opportunity upon the granted exclusivity period.

Article 2 Definitions

"Affiliate" means, with respect to any Party, any other entity which directly or indirectly, controls, is controlled by or is under common control with such Party where "control" means direct or indirect ownership of at least fifty percent (50%) of the voting interest in a company.

"Disclosing Party" means the Party, its Affiliate or Representatives that discloses or causes to be disclosed Confidential Information (as defined in this agreement);

"Receiving Party" means the Party, its Affiliate or Representatives, that receives Confidential Information.

"Representatives" means, with respect to any Party or its Affiliate, any officer, director, employee, agent, advisor, contractor or sub-contractor of any such Party;

"Confidential Information" is all information in whatever form or mode of communication, (in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples and equipment)), which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Receiving Party"), either directly or indirectly (e.g., by or through any Affiliates or Representatives), in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure, and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party.

2.1 Information shall not be deemed Confidential Information, if it:

(i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party;

(ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party;

(iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure;

(iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality;

(v) is independently developed by the Receiving Party without use of or reference to any Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession; or

(vi) is required by law to be disclosed by the Receiving Party, provided that the Receiving Party gives each Disclosing Party prompt written notice of such requirement prior to such disclosure.

2.2 It is acknowledged and agreed by the Parties that:

(i) the Disclosing Party makes no representations or warranties, and shall not incur any responsibility or liability, with respect to any Confidential Information it may disclose hereunder (including as to sufficiency, accuracy or completeness) or any use thereof; and

(i) no Party shall be entitled to bring any claim against any Disclosing Party to recover any costs, expenses or liabilities incurred as a result of the receipt or use of Confidential Information.

Provided that the Recipient and its Affiliated Entities do not disclose such Residual Information (as defined below) and, without implying or granting any license under any patent and copyright of the Disclosing Party and its Affiliated Entities, the Recipient and its Affiliated Entities shall not be in breach of their obligations under this Section 10 in the event of any use of any idea, concept, know-how or technique contained in the Disclosing Party's Confidential Information unintentionally retained in the unaided memories of any employee of the Recipient and its Affiliated Entities who has had legitimate access to the Confidential Information ("Residual Information").

Article 3 Non-use and Non-disclosure

Each Party agrees not to use any Confidential Information for any purpose different from the one defined under the Opportunity.

Each Receiving Party agrees not to disclose any Confidential Information to third parties nor to the Receiving Party's Representatives and Affiliates, except to those Representatives and Affiliates of the Receiving Party who are required to have the information in order to evaluate, support or engage in discussions and activities concerning the Opportunity; and provided that those Representatives and Affiliates are made aware of the confidential nature of the Confidential Information and are bound in writing to terms and conditions similar to those set forth under this Agreement. The Receiving Party shall be responsible for any breach of this Agreement caused by itself, or any of its Representatives or Affiliate.

No Receiving Party shall reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects which embody any Confidential Information.

Article 4 Maintenance of Confidentiality, and Return or Destruction

Each Party agrees that it shall protect the secrecy of and shall prevent any unauthorised disclosure and/or unauthorised use of the Confidential Information.

Without limiting the foregoing, each Party shall take at least those measures to protect Confidential Information received or developed under this Agreement that it takes to protect its own Confidential Information.

Except to the extent necessary for the Opportunity, a Party shall not make any copies of the Confidential Information of another Party.

Each Party shall affix a Disclosing Party's proprietary rights and/or confidentiality notices on any such copies approved by the Disclosing Party, in the same manner in which such notices were set forth in or on the original unless otherwise instructed by the Disclosing Party.

Upon request from the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party, or if instructed delete and destroy, all items and copies of all the Disclosing Party's Confidential Information and all documents and material which incorporate any such Confidential Information.

Article 5 Term and Survival

This Agreement becomes effective as of the Effective Date and remains in full force and effect until the end of the Project, and, at last, on the 30th September 2019.

After its termination and/or expiration, the confidentiality obligations of each Receiving Party hereunder shall survive for a period of four (4) years.

Article 6 Intellectual Property Rights

6.1 All Confidential Information which has been disclosed by a Disclosing Party to a Receiving Party and all copies thereof which are in the possession of the Receiving Party shall be and shall remain the property of the Disclosing Party.

6.2 The Parties agree that the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party, including without limitation any such rights under any patent, trademark, design, mask work right or copyright, except as expressly set forth herein or separately agreed in writing.

Article 7 Assignment

No Party shall transfer nor assign any interests in or rights or obligations under this Agreement to a third party (except, however, to any affiliate) without the prior written consent of each other Party.

Article 8 No Obligation, and Relationship

Nothing herein shall obligate any Party to proceed with any transaction between any or all of the Parties, and each Party reserves the right, in its sole discretion and without any liability to any other Party, to terminate its involvement in the Opportunity and the discussions contemplated by this Agreement concerning the Opportunity. Notwithstanding any such termination of involvement, the Party shall remain responsible and liable for the obligations under this Agreement, which shall survive in accordance with Article 5.

Each Party shall act as an independent entity in its own interest and acknowledges that this Agreement is not and shall in no way be regarded as establishing or constituting a relationship of principal and agency between any of the Parties, or a corporation, joint venture, or a partnership or other legal entity or relationship of any kind whatsoever. No Party may represent, bind, or act in the name of any other Party or the Parties unless expressly authorized in writing by the relevant Party or the Parties (as applicable).

Article 9 Termination

Without prejudice to any right to claim damages, either Party may terminate this Agreement with respect to such Party in the event of a breach by any other Party of any of the terms and conditions of this Agreement upon fifteen (15) days prior written notice advising the breaching Party of the nature of the breach. Notwithstanding the termination of this Agreement for any reason, the obligations under this Agreement shall survive in accordance with Article 5.

Article 10 Liability

No Party shall be responsible to any other Party, even if such Party was informed or aware of the possibility thereof, for any indirect or consequential loss or similar damage such as loss of data or reputation, loss of profit, loss of revenue or loss of contracts, regardless of how such damage arose.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be the sum of five hundred thousand euros (€500.000).

Article 11 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Belgium, without reference to conflict of laws principles.

All disputes between the Parties arising out of or in relation to this Agreement shall be referred to the exclusive jurisdiction of the Belgian Law/ Court.

Article 12 Miscellaneous

12.1 In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

12.2 Except as may be otherwise agreed in writing, each Party shall be responsible for and shall bear its own costs in connection with this Agreement and/or the Opportunity.

12.3 No terms of this Agreement will be enforceable by a third party, provided that a relevant Affiliate shall be entitled to enforce the terms hereof to the extent that such Affiliate is seeking to protect, enforce or defend any rights or interests it may have in or with respect to the Confidential Information.

12.4 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any and all prior discussions, expressions and agreements, whether written or verbal. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the Parties.

The Parties have caused this MOU and NDA to be signed and delivered by their duly authorised representatives as of the Effective Date.

COMPANY NAME (External party)

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

Ajuntament de Barcelona

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

Broadbit Energy Technologies Sro

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

Centro Ricerche FIAT ScpA

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

**European Road Transport Telematics Implementation Coordination Organisation (ERTICO) -
Intelligent Transport Systems & Services Europe**

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

fka Forschungsgesellschaft Kraftfahrwesen mbH Aachen

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

GIREVE

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

Hubject GmbH

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

IBM Deutschland GmbH

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

Consorzio Interuniversitario per l'Ottimizzazione e la Ricerca Operativa

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

Idiada Automotive Technology SA

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

IREN Sp.A.

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

Renault SAS

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

Singularlogic Anonymi Etairia Pliroforiakon Sistimaton kai Efarmogon Pliroforikis

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

Tecnosital SpA Con Unico Socio

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

TomTom Development Germany GmbH

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

Technische Universität Berlin

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)

VERBUND Solutions GmbH

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE (not for signature)