

Member Terms and Conditions (Parking Provider)

of ShareP AG ("ShareP" or "Service Provider"), Apfelbaumstrasse 45, 8050 Zurich, Switzerland

25.03.2025

1	Scope	2.1.5	The use of the Services includes the use of the ShareP Platform as per section 5, through which the ShareP System is used and managed.
1.1	These Members Terms and Conditions govern the Member's use of the Services provided by the Service Provider ("Services"), in particular the ShareP System ("ShareP System"), consisting of: <ul style="list-style-type: none"> - parking space Service, through which parking spaces and charging stations for electric vehicles can be managed and offered internally and externally to third parties; and - Parking Infrastructure. 	2.2	Parking Infrastructure
1.2	The Services are generally accessible to all natural persons and legal entities, with the exception of direct competitors of ShareP. Such persons are prohibited from accessing the Services unless the Service Provider agrees to this in advance and in writing.	2.2.1	In order to provide the Services in accordance with section 2.3, ShareP installs the necessary Parking Infrastructure equipment (e.g. IoT modules, ALPR cameras, other devices for parking space management and chargers for electric vehicles; "Parking Infrastructure"), which may be purchased by the Member or made available for a fee, depending on the offer.
2	Services	2.2.2	ShareP is responsible for efficient data exchange between the ShareP Platform and the Parking Infrastructure.
2.1	General	2.3	Parking Space Service
2.1.1	ShareP offers Services for owners, tenants and managers of Parking Facilities. "Parking Facility" means the entirety of the parking spaces and/or charging stations for electric vehicles of the Member (including all components and installations) as specified in the Member Form, which are located at the same address. This term does not include the Parking Infrastructure of ShareP in accordance with section 2.2	2.3.1	General. The Parking Service allows Parking Facilities to be quickly and easily offered and managed for natural and legal persons (internally and externally to third parties; "Users") (hereinafter "Parking Service"). The Parking Service includes in particular (i) the recording and checking of incoming and outgoing vehicles, (ii) access to Parking Facilities and the control of barriers, (iii) the processing of any reservations of parking spaces/charging stations, or (iv) the granting/withdrawal of the right to use parking spaces/charging stations. Depending on the selected configuration, the use of these management options is not possible or only possible to a limited extent. Unless otherwise stipulated in the Member Form, ShareP determines the fee to be paid by Users in the case of a paid Parking Facility. In principle, current market conditions must be taken into account, whereby dynamic pricing may also be applied. If the fee is set by the Member as per the Member Form, the Member informs ShareP of changes at least 7 days before they take effect via email or the corresponding function on the ShareP Platform.
2.1.2	A Member can request Services for several Parking Facilities and combine different Services, i.e. the Member is free to choose which Services are requested for which Parking Facility		
2.1.3	Each order for a Service by the Member is made via an order form ("Member Form") and is subject to review and acceptance by ShareP.		
2.1.4	The use of the Services is provided to the Member under the conditions specified in the Member Form and these Members Terms and Conditions.		

2.3.2 **Management Service.** The management Service enables the Member to manage its Parking Facilities via the ShareP Platform, i.e. to make them available internally to its Users (employees, guests, etc.) and, in particular:

- (a) grant or deny access to the Parking Facility and to individual parking spaces/charging stations for certain Users,
- (b) temporarily deactivate a parking space/charging station (if currently not reserved/used), and
- (c) to obtain an overview of the occupancy of the Parking Facility.

Depending on the selected configuration, the use of these management options is not possible or only possible to a limited extent.

2.3.3 **Brokerage Service.** The Brokerage service allows the Member to offer Users access to the use of Parking Facilities via the ShareP Platform ("Marketplace", "Brokerage Service"), in particular:

- (a) grant or deny access to the Parking Facility and to individual parking spaces/charging stations for certain Users,
- (b) temporarily deactivate a parking space/charging station (if currently not reserved/used),
- (c) to obtain an overview of the occupancy of the Parking Facility, and
- (d) cancel or create reservations for parking spaces/charging stations.

Depending on the selected configuration, the use of these management options is not possible or only possible to a limited extent.

2.3.4 **Rental Service (Sub-Lease).** The Rental Service enables ShareP to offer the Member's Parking Facilities or parts thereof to Users as its (sub)tenant ("Rental Service").

Via the ShareP Platform, the Member can temporarily deactivate a Parking Facility and obtain an overview of the sublease(s) of the Parking Facility(ies).

The (sub)lease relationship between the Member and ShareP automatically and only for the duration of the sublease relationship between ShareP and the User

comes into effect (temporary (sub)lease agreement). The Member hereby grants consent for ShareP to temporarily sub-lease the Parking Facilities.

2.3.5 **Further Services.** ShareP may provide further Services such as consulting, (technical) support or maintenance for the Member.

Such Services are charged, either additionally in accordance with the prices stated in the Member Form or in accordance with ShareP's standard rates.

2.3.6 **Non-Compliant Parking.** The Member grants ShareP the right (i) to exclude a User from a specific use, in particular if a User violates the regulations for using the ShareP Platform or Parking Facilities, and/or (ii) to remove the User's vehicle or have it removed by third parties (at the User's expense) in the event of such violations. In such cases, the Member need not be notified in advance and shall not be entitled to any compensation.

3 Remuneration and Billing

3.1 Remuneration and Taxes

3.1.1 Commissions and fees for the Services, change requests and other Services are specified in the Member Form. In the absence of such specifications, the Service Provider's standard rates apply.

For the avoidance of doubt, commissions and fees are always cumulative

3.1.2 Any changes to the amount of the commission or fees must be communicated to the Member at least 30 days before the change takes effect. If the change occurs during the term of this agreement, the Member is entitled to terminate the agreement with one month's notice.

Furthermore, a change in the amount of the commission or fees can only occur at the earliest one year after the agreement takes effect.

3.1.3 All commissions and fees are additionally subject to any applicable value added tax, sales tax or other taxes, duties or fees imposed on the Services ("Taxes"). Member is responsible for payment of all Taxes associated with the use of the Services unless Member provides Service Provider with a valid tax exemption certificate ap-

proved by the competent tax authority. If ShareP is liable for these Taxes for any reason, the Member agrees to pay ShareP this amounts immediately (if not already paid). The parties agree to use a reverse charge procedure where possible to simplify the payment of Taxes.

3.2 Billing/Invoicing/ Default

3.2.1 The commissions are calculated in billing periods corresponding to calendar months. If a subscription fee is agreed upon for the use of the services, this is also due monthly. ShareP provides the Member with a billing summary (parking report) and invoice (for the fees deducted by ShareP plus VAT) after each billing period. The Member is obliged to settle invoices within fourteen (14) days of receipt.

3.2.2 In the case of Brokerage and Rental Services, ShareP collects the due amount ("Usage Fee") from the User. ShareP forwards the received amount, minus the agreed commissions, subscription fees, and other agreed fees plus Taxes, to the Member once a month. The transfer is made within ten (10) working days after the end of the month, based on the corresponding reports and invoices. The Member is responsible for any bank or other fees incurred during the transfer.

3.2.3 For Rental Services, the Member issues an invoice to ShareP based on the margin rate specified in the Member Form. ShareP is required to settle invoices within fourteen (14) days of receipt

3.2.4 Users can request an invoice via the ShareP Platform, with ShareP forwarding this request to the Member (Brokerage Service) or issuing it themselves (Rental Service).

3.2.5 In the Brokerage Service, the payments received by ShareP via the ShareP Platform, minus the commission, etc., are the property of the Member from the outset. ShareP keeps these funds on behalf of the Member until the end of the billing period (without asset management) and then transfers them to the bank account specified by the Member.

The Member is solely responsible for correctly reporting/declaring its income (funds) and fulfilling the resulting (tax) obligations.

3.2.6 Apart from the forwarded amounts, the Member has no financial claims against ShareP. In particular, the Member acknowledges and agrees that (i) only Usage Fees received by ShareP and not (partially) refunded are considered in the billing, and (ii) no additional remuneration is owed for a (sub)lease agreement between ShareP and the Member.

3.2.7 The costs for the (installation of the) Parking Infrastructure and any other Services are usually charged by ShareP against any portion of the Usage Fee due to the Member. However, ShareP is free to invoice this in advance (monthly), which is due within fifteen (15) days after invoicing or as otherwise specified in the Member Form.

3.2.8 After the due date has passed, the Member is in default without a reminder. In case of payment default, ShareP may charge interest on arrears of 5% p.a. from the invoice date until the full payment of the due amount, including accrued interest.

3.2.9 ShareP has the right to charge fines to Users, subtenants, and third parties for unauthorized use of the Parking Facilities and to claim these fines. The income from the fines accrues to ShareP as partial compensation for the effort in resolving conflicts. The Member has no claim to such fines but is not restricted in its right to assert claims for damages against Users, subtenants, and third parties beyond the unauthorized parking use.

4 Obligations of the Parties

4.1 ShareP's Obligations

4.1.1 ShareP ensures that the ShareP Platform, in conjunction with the Parking Infrastructure, enables the Services described here and in the Member Form.

4.1.2 ShareP provides the Member with all available information regarding the Parking Infrastructure so that the Member can fulfill its legal obligations.

4.1.3 ShareP gives the Member access to relevant recorded data such as the utilization of the Parking Facilities and enables the measurement of the energy consumption of the individual charging stations.

4.1.4 ShareP is responsible for the legal compliance of the Parking Infrastructure, except

for any necessary permits, notifications, etc., required for the operation of the Parking Infrastructure (responsibility of the Member).

- 4.1.5 ShareP is committed to a reasonable utilization of the Parking Facilities but cannot give any assurances. This means that registration on the ShareP Platform/use of the Services does not guarantee the rental of Parking Facilities or the conclusion of sublease agreements.

4.2 Member's Obligations

- 4.2.1 **Parking Facilities.** The Member shall provide ShareP with correct and accurate information about the Parking Facility (including components and installations). In addition, the Member is responsible for ensuring that such information, in particular images and videos, does not violate any legal provisions or third-party rights (e.g. intellectual property or personal rights).

The Member shall grant ShareP access to the Parking Facilities (including electrical installations) to enable technical inspections and other activities in connection with the performance of this agreement.

The Member retains full responsibility for the day-to-day management of the Parking Facility(ies). This includes, but is not limited to, activities such as cleaning, snow removal, repairs and maintenance.

Defects/malfunctions in/on the Parking Facilities must be reported to ShareP immediately and rectified as soon as possible (by the Member and at the Member's expense). This also applies to all charging stations, regardless of whether they were supplied/provided by ShareP (i.e. part of the Parking Infrastructure) or not. ShareP shall provide the Member with maintenance upon request and/or support Services in accordance with section 2.12.3.5.

All operating costs, including the cost of electrical energy, are borne by the Member.

- 4.2.2 **Parking Infrastructure.** The Member shall use the Parking Infrastructure professionally and in accordance with ShareP's instructions and shall ensure its electricity and internet connection (in accordance with technical requirements). In the event of power outages, measures to restore power must be taken immediately. Service

activities on the Parking Infrastructure are prohibited without ShareP's prior written consent.

Any irregularities concerning the Parking Infrastructure or the ShareP Platform must be reported to ShareP immediately and in writing.

- 4.2.3 **Permits etc.** The Member is responsible for ensuring that the rental/operation of parking spaces and charging stations to Users and the subleasing of (parts of) Parking Facilities are legally permissible and that all necessary permits have been obtained or notifications have been made (e.g. permission to sublease in the main rental agreement or notification/permission to operate a charging station).

If the Member is not the owner of the Parking Facility, it hereby confirms that it can dispose of it to the extent necessary to offer the Parking Facility via the ShareP Platform/use the ShareP Services. If necessary, the Member documents this to ShareP.

If elements of a Parking Facility are combined with Parking Infrastructure, the Member is responsible for the legal compliance of the "overall combination", but ShareP is obliged to cooperate.

- 4.2.4 **Miscellaneous.** The Member maintains the confidentiality of the login information for the use of the ShareP Platform and is responsible for the account.

5 ShareP Platform

5.1 General

- 5.1.1 The ShareP Software Platform ("ShareP Platform") is a software application or several software applications of the Service Provider, which is offered as a web application and mobile application (app). The functionalities of the web application and the mobile application may differ.
- 5.1.2 To ensure the currency and effectiveness of the ShareP Platform, the Service Provider reserves the right to expand, modify, or discontinue it at any time.
- 5.1.3 Security-relevant patches and general updates of the ShareP Platform are included in the remuneration in accordance with section 3. Upgrades and additional

- features are subject to a charge and can be ordered separately.
- 5.1.4 The Member and the Users are prohibited from copying, damaging, manipulating, hacking, impairing, decrypting, reverse engineering, decompiling, circumventing security mechanisms or taking any other measures aimed at analyzing or altering the source code or functionality of the ShareP Platform.
- 5.2 Ownership Rights**
- 5.2.1 ShareP is and remains the sole owner of the ShareP Platform - including all related products (e.g. written products, computer code, concepts, data, know-how, etc.) and all related property and intellectual property rights worldwide.
- 5.2.2 Any improvement, development, modification or change of any kind to the ShareP Platform and the Services, including all related products (e.g. written products, computer code, concepts, data, know-how, etc.) created, produced, authored, edited, modified, conceived or implemented solely or jointly with the Member or a third party during the term of the agreement, as well as all related proprietary and intellectual property rights worldwide, shall be the sole and exclusive property of the Service Provider, without any claim for compensation by any contributing Member or third party.
- 5.3 Usage Rights**
- 5.3.1 During the term of the Agreement, ShareP grants the Member a limited, revocable, non-transferable, non-sublicensable and non-exclusive right to use the ShareP Platform for its operational purposes in accordance with the agreement for the intended purposes.
- 5.3.2 ShareP expressly reserves all rights not explicitly granted, and the Member does not acquire any claims to such rights.
- 5.3.3 Any open-source software or third-party software contained in the ShareP Platform is granted under the terms of the open-source or third-party license
- 6 Warranty**
- 6.1 The Service Provider's Services are provided "AS IS" and ShareP makes no other warranty to the Member than that the services have been developed professionally and in accordance with applicable industry standards.
- 6.2 In particular, the Service Provider disclaims any representation or warranty, that the ShareP Platform will be uninterrupted or error-free or that the information contained therein about Users is accurate or complete.
- 6.3 Any manufacturer's warranties on Parking Infrastructure are hereby transferred to the Member (in the case of rental of Parking Infrastructure only for the rental period). Any further warranty is expressly excluded.
- 7 Liability**
- 7.1 **General.** The total liability of the Service Provider to the Member or of the Member to the Service Provider, whether in contract, tort, breach of statutory duty or otherwise, shall not exceed the amount of the ordered Services (if there are no experience values for the amount of the commissions for a Member, ShareP shall use figures from a comparable Parking Facility and inform the Member). If the agreement is concluded for more than 12 months, the maximum liability amount is the pro-rata amount for the term of 12 months.
- Neither party shall be liable to the other party for any loss of profit, revenue, data, goodwill or indirect or consequential damages suffered by the other party. Notwithstanding the foregoing, nothing in this agreement excludes or limits liability for (i) a breach of the Service Provider's rights to the ShareP Platform, or (ii) willful misconduct or gross negligence.
- 7.2 **Damage Caused by Users/Subtenants/Third Parties.** ShareP is not liable for actions or omissions of Users, sub-tenants, and/or third parties and hereby assigns any claims regarding the Parking Facilities and Parking Infrastructure against Users, sub-tenants, and/or third parties to the Member, who confirms that it has no claims against ShareP beyond this assignment.
- 7.3 **Parking Infrastructure, User Damages.** The Member is liable to ShareP, particularly but not limited to, for damages caused by them to rented Parking Infrastructure. The Member is solely liable for any damages/

- claims by Users or third parties due to Parking Facilities or Parking Infrastructure and shall fully indemnify ShareP in this regard.
- 7.4 **Infringement of Third-Party rights by Service Providers.** The Service Provider shall fully indemnify and hold harmless the Member against claims or proceedings initiated against it for infringement of existing third-party rights by the ShareP Platform. The prerequisite is that the Member (i) promptly informs the Service Provider of the claim and the impending assertion of a claim; (ii) grants the Service Provider sole authority to investigate, defend, or settle the claim; and (iii) supports the Service Provider in investigating, preparing, defending, and settling the claim.
- 8 **Confidentiality, Data Protection**
- 8.1 **Confidentiality**
- 8.1.1 The parties undertake to treat all confidential information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") as confidential. Without limitation, all non-public information about this agreement, the Services, and the ShareP Platform are confidential information. All other confidential information must (i) be designated and marked as such by the Disclosing Party at the time of disclosure in written or other tangible form; or (ii) be reasonably considered confidential at the time of disclosure in other ways.
- 8.1.2 Notwithstanding the foregoing, confidential information shall not include information that (i) is generally available to the public through no fault of the Receiving Party; (ii) the Receiving Party can prove was lawfully in its possession before it was disclosed by the Disclosing Party to the Receiving Party; (iii) is developed independently by a party without using confidential information; or (iv) a party lawfully receives from a third party who has the right to disclose confidential information.
- 8.2 The parties undertake to keep the confidential information strictly confidential and take all reasonable precautions to prevent unauthorized use or disclosure and not to use the confidential information for purposes other than fulfilling this agreement.
- 8.3 **Data Protection**
- 8.3.1 **General.** Each party undertakes to take all necessary precautions to ensure that it complies with the data protection laws applicable to it.
- 8.3.2 The Member shall provide the Service Provider with the contact information of those of its employees or representatives who are authorized to access the personal data of Users (access in the ShareP Platform, receipt of reports via email, etc.).
- 8.3.3 Subject to the following section, the processing of personal data is generally carried out by the respective processing party in its own responsibility.
- 8.3.4 **Joint Controllership.** The parties are jointly responsible ("Joint Controllership") for the following processing activities:
- The processing activity concerns Users' personal data; and
 - it takes place on the ShareP Platform or via the Parking Infrastructure (e.g. ALPR cameras).
- If the Member carries out additional data processing activities, it is solely responsible for these and for compliance with the applicable data protection laws. This applies, for example, to data exports from the ShareP Platform or to any surveillance cameras operated by the Member in the Parking Facility
- Within the scope of Joint Controllership, the Service Provider is primarily responsible for fulfilling the data protection obligations under Swiss data protection legislation and/or the EU General Data Protection Regulation (GDPR). In particular
- it is responsible for fulfilling the information obligations towards Users;
 - it is the point of contact for Users who wish to exercise their rights under the applicable data protection laws, as well as for inquiries from the competent data protection authorities;

- it is responsible for the adequate protection and data-compliant deletion of personal data on the ShareP Platform and Parking Infrastructure ;
- It conducts any necessary data protection impact assessments, as required by law.

The Member:

- forwards any requests from Users or authorities regarding personal data to the Service provider without delay;
- supports the Service provider in an appropriate manner in the fulfillment of the above-mentioned obligations.

The Service Provider fully indemnifies and holds harmless the Member against claims or proceedings initiated against the Member due to Joint Controllorship because the Service Provider has violated its obligations under this section or applicable data protection law. The prerequisite is that the Member (i) promptly informs the Service Provider of the claim and the impending assertion of a claim; (ii) grants the Service Provider sole authority to investigate, defend, or settle the claim; and (iii) supports the Service Provider in investigating, preparing, defending, and settling the claim.

- 8.2 **Privacy policy of the Service provider.**
More information on data processing by the Service provider can be found in its privacy policy: [Link](#).

9 Duration, Termination

- 9.1 Unless otherwise agreed, this agreement comes into effect on the day the Member Form is signed by both parties and is concluded for a duration of twelve (12) months. The agreement is automatically extended by twelve (12) consecutive months unless one party terminates this agreement in writing (e.g., email) with a notice period of three (3) months before the end of the agreement term.
- 9.2 Each party has the right to terminate this agreement at any time (i) in the event of a material breach of this agreement by the other party that is not remedied within thirty (30) days after written notice (e.g., email) of the breach; or (ii) in the event of non-compliant use of the Services.

- 9.3 Upon termination of the agreement in accordance with section 9.1 or in the event of a material breach of contract in accordance with section 9.2 , all usage rights and other rights granted to the Member under this agreement expire, and the Member undertakes to pay all outstanding remuneration and other amounts owed without delay.

In the event of premature termination by the Member under section 9.2 , are due for the entire originally agreed term of the agreement.

- 9.4 The Member can request the release of the account contents stored in the ShareP Platform from ShareP up to thirty (30) days after the end of the agreement. The release is made without any claim to a specific form of compilation or presentation. After this period, the Service Provider is no longer obliged to store or provide the Member's account contents.

- 9.5 Provisions of this agreement that are intended to continue to apply due to their content remain applicable even after the termination of the agreement.

10 Miscellaneous

- 10.1 **Entire Agreement.** This agreement (i.e. Member Form including attachments) constitutes the entire agreement between ShareP and the Member with respect to the Services.
- 10.2 **Severability.** Should individual provisions of this agreement be invalid or incomplete, or should the fulfillment become impossible, the validity of the remaining parts of this agreement shall not be affected. ShareP undertakes to replace the invalid provision with a valid provision that comes closest to the original intent.
- 10.3 **Assignment.** Neither party may assign its rights or obligations under this agreement without the prior written consent of the other party (which shall not be unreasonably withheld). Each party is entitled to assign this agreement in its entirety without the consent of the other party to an affiliated company or in connection with a merger, acquisition, corporate restructuring, or the sale of all or substantially all of its asset.
- 10.4 **Amendments to this agreement.** Any amendments to this Agreement must be

made in writing (whereby the electronic form of text fulfills this requirement). Notwithstanding the foregoing, the Service Provider reserves the right to amend this agreement by notifying the Member (via email). If the Member does not object (via email) within thirty (30) days of the notification, the Member agrees to the amendments.

- 10.5 **Applicable law and place of jurisdiction.**
This Agreement shall be governed exclusively by Swiss law (without giving effect to international treaties or conflict of laws rules that would result in the application of a different law). The exclusive place of jurisdiction for disputes in connection with this agreement is Zurich, Switzerland.