ÖNİZŞARJ CHARGING NETWORK MEMBERSHIP AGREEMENT

> *This English text is a translation provided for convenience. In case of any discrepancy, the Turkish version prevails.*

1. PARTIES

This ASM Dekorasyon Mobilya Granit Mermer İnşaat Sanayi Ticaret Limited Şirketi Charging Network Membership Agreement (the "Agreement") has been entered into, under the terms and conditions set out below, between ASM Mobilya Granit Mermer İnşaat Sanayi Ticaret Limited Şirketi ("ASM" or the "Company"), resident at Ahi Mesut Mahallesi Elvan Caddesi No:42 B Etimesgut Ankara, on the one part, and the "Member", on the other part.

In the Agreement, the Member and the Company will each be referred to as a "Party" and together as the "Parties".

ASM DEKORASYON MOBİLYA GRANİT MERMER İNŞAAT SANAYİ TİCARET LİMİTED ŞİRKETİ TECHNOLOGY CONTACT DETAILS

Address: Ahi Mesut Mahallesi Elvan Caddesi No:42 B Etimesgut Ankara

Tax Office – No: Etimesgut Tax Office – 090 022 0598

Telephone: +90 444 9 276

E-mail: info@onizsarj.com

2. DEFINITIONS

The words and expressions used in this Agreement and defined/explained below shall be deemed to have been used in the meanings given to them, unless the context requires otherwise.

"Call Centre" the call centre service of the Company, reachable at +90 444 9 276,

"EPDK" the Energy Market Regulatory Authority (EPDK),

"Mobile Application" the Önizşarj Mobile Application, all rights to which belong to the Company,

"ASM Dekorasyon Mobilya Granit Mermer İnşaat Sanayi Ticaret Limited Şirketi" and/or the "Company": ASM Dekorasyon Mobilya Granit Mermer İnşaat Sanayi Ticaret Limited Şirketi, which carries out the installation, ownership, electricity subscription and operation of the charging station made available for the Member's use, at which electrical energy is transferred to electric vehicles by cable or wirelessly,

"RFID Card (Membership Card)" the radio frequency identification card issued by Önizşarj to Members so that they can charge their vehicles,

"Önizşarj Charging Network" all of the hardware, software and management elements, all intellectual property rights to which belong to Önizşarj Teknoloji A.Ş., created by ASM

Dekorasyon Mobilya Granit Mermer İnşaat Sanayi Ticaret Limited Şirketi under the Önizşarj brand name in order to provide charging services for electric vehicles at multiple charging stations,

"Website" the web pages at https://www.onizsarj.com and its subdomains, all rights to which belong to the Company,

"Legislation" the Laws, Presidential decrees, Presidential decisions, regulations, communiqués, circulars, Board decisions and licences relating to the electricity market and the charging service market, the Charging Service Regulation published by EPDK in the Official Gazette dated 2 April 2022 and numbered 31797, and the related secondary legislation.

3. SUBJECT MATTER OF THE AGREEMENT

The subject matter and purpose of this Agreement is to enable users who are Önizşarj Members to log in to the system in order to benefit from the services offered by the Company, to enable the Member to use the Charging Network owned by the Company for charging electric vehicles within the framework of the terms and conditions set out in this Agreement and on the Website, and to regulate the rights and obligations of the Parties in this context.

4. ENTRY INTO FORCE OF THE AGREEMENT AND MEMBERSHIP

This Agreement shall enter into force when the Member becomes a member by entering the required information in the section reserved for membership on the Company's Website and/or the Mobile Application linked to this site, reading this Agreement and ticking the statement "I have read and accept the Membership Agreement and the Privacy Agreement." To become a Member, natural persons must be of legal age, and in the case of legal entities, the person must be authorised to represent and bind the legal entity. The Company's liability is limited to the said information being accurate and up to date at the moment the Member checks it, and the Member accepts that this information may change frequently and that no liability shall be attributed to the Company due to the updating/changing of this information.

5. GENERAL PROVISIONS CONCERNING THE SERVICE

5.1. The Company shall make changes to this Agreement by updating it via the Website and/or the Mobile Application. The changes made shall be announced on the Website and/or the Mobile Application, and no separate approval and/or consent shall be obtained. The provisions of the updated and/or amended Agreement shall enter into force on the date of announcement and shall be deemed to have become integral provisions of the entire Agreement.

5.2. The Member may benefit from the charging service offered by the Company under this Agreement through the Company's Mobile Application and/or, upon request, the RFID Card sent to the Member.

5.3. Through the Company's Website, the Mobile Application and the EPDK Open Access Platform, the Member may identify the charging station locations where the electric vehicle the Member is using can be charged and, where available, follow the operating hours, technical specifications, prices and availability of the charging stations. Through the Mobile Application, the Member may obtain directions to the selected charging station location via the navigation applications on the smartphone the Member is using, and may start the charging process by scanning, through the

Company Mobile Application, the QR code located on a socket of the charging station that is compatible with the Member's electric vehicle, preferred by the Member or available for use at that moment, or on the charging station screen.

5.4. Through the Mobile Application, the Member may track information on previous uses, add frequently used and/or liked charging station locations to a favourites list and, for later uses, make reservations or blockings at stations designated by the Company. If the Member has made a reservation or blocking, the Member is obliged to have the vehicle ready to receive the charging service at the requested time and at the charging station where the reservation/blocking was made. Otherwise, as long as these obligations are not fulfilled, the Company shall have no liability whatsoever.

5.5. In order to start an electric vehicle charging process and/or make a reservation within the scope of the services offered by the Company, the Member may be required to add credit card details through the Mobile Application. As part of accepting the Member's credit card, a fee of 0.01 TL shall be temporarily charged in order to check the validity/accuracy of the credit card whose details the Member has entered, and this amount shall be refunded following the approval of the credit card. In addition, at the start of each charging process, a pre-authorisation (provision) in an amount determined by the Company shall be taken from the relevant credit card in order to determine whether the usage fee to be paid by the Member is available on the credit card, and if any part of this amount is not used, the relevant amount shall be refunded to the Member's card as soon as possible after use. The Company reserves the right to change the pre-authorisation amount. If the total fee for the relevant charging process exceeds the pre-authorisation amount taken, the pre-authorisation shall be closed up to the amount initially taken, and the excess amount shall be collected automatically in a second transaction from the Member's registered credit card.

5.6. The Company's liability towards the Member is limited to the Member's direct damages arising directly from the Company's fault, without any fault of the Member, that occur during the Member's use of the services provided under this Agreement.

5.7. The Member accepts that the services under this Agreement shall be made available only if the Member pays the fee specified by the Company in consideration of the said services; that, if payments of fees are not made in full and on time, or if the Member fails to provide up-to-date, accurate and complete information on matters on which information is requested from the Member within the scope of membership, this Agreement shall be deemed to have been breached; and that the Company may suspend the use, close the membership account without notifying the Member, or exercise its legal rights under this Agreement and other legislation.

5.8. In all cases deemed force majeure, in the cases listed in Article 23 of the Charging Service Regulation, and in situations arising from communication, infrastructure, software and electrical infrastructure that do not originate from the Company itself but from the third parties from which it receives services and in which it cannot intervene, the Company shall have no liability for performing any of its obligations set out in this Agreement late or incompletely, or for failing to perform them. Such situations and situations similar to these shall not be regarded as delay, incomplete performance, non-performance or default on the part of the Company, and no compensation may be claimed from the Company under any name for such situations. Force majeure includes, but is not limited to, unavoidable events that develop beyond the reasonable control of the Company and that the Company could not prevent despite exercising due care, including natural disasters, riots,

war, epidemics, strikes, communication problems, infrastructure and internet failures, power outages and bad weather conditions, as well as attacks on the Website, the Mobile Application and the system despite the Company having taken the necessary information security measures.

5.9. Operating hours and security practices may vary depending on the nature of the location where the charging stations are situated and on its practices within the scope of its own operation. The Member is obliged to comply with the practices of the location where the Charging Station is situated.

6. SPECIAL PROVISIONS CONCERNING THE SERVICE

6.1 The Member is responsible for the accuracy and currency of all information provided in any way when logging in to the Website and/or the Mobile Applications and during membership. The Member accepts that, if the Company determines that the Member's information is not up to date in any way, the Company may terminate the Member's membership. The Member accepts and declares that the Member shall compensate any and all damages the Company may suffer in relation to matters arising under this article.

6.2 The Company Mobile Application is exclusively for the Member's own use. The Member accepts that the Member shall not modify, copy, alter, publish or make available for use on other channels, license, transfer or use for commercial purposes the Mobile Application, and shall not use any robot and/or similar algorithms.

6.3 The RFID Card allocated by the Company to the Member belongs exclusively to the Member and is allocated solely for use on the Member's own vehicle. The Member may not, for any reason, allow a third party to use the RFID Card, copy it or allow it to be used for commercial purposes. When a vehicle is charged with the RFID Card, the charging process starts when the card is scanned at the device and ends when it is scanned again. The Member declares and undertakes that, when using the RFID Card, the Member is obliged to check the fee and the payment terms and conditions on the Company's Website, other channels and the Mobile Application before receiving the service, and that the Member accepts the updates made on these channels. The Member accepts, declares and undertakes that the Member is obliged to update immediately the information provided during membership regarding the Member's vehicle, such as model/licence plate, if this information changes and/or, if the RFID Card is allocated to a specific vehicle, if the information on that vehicle changes.

6.4 The Member may use the Company's charging stations only to charge the vehicle the Member is using, lawfully and in accordance with their intended purpose. The Member accepts, declares and undertakes that the Member shall not use the charging stations for any purpose other than charging the vehicle the Member is using, including for generating income for commercial purposes; that during use the Member shall act in accordance with the Company's terms of use and the law; and that, if the Member uses them for any other purpose, the Member shall be liable for all direct and indirect damages caused to the Company and/or third parties. The Company's right of recourse against the Member for payments it is obliged to make to third parties for reasons attributable to the Member is reserved.

6.5 The Member accepts and declares that the Company has the right to freely determine the price of the service it offers under this Agreement, the pricing terms and conditions, promotions and other

practices, and that these may be applied to different members in different ways and on different terms, individually, at the Company's discretion.

6.6 The Parties are aware that the price of the service offered under this Agreement and the payment terms are published on the Company's Website and Mobile Application and are updated on these channels from time to time. The Member declares and undertakes that the Member is obliged to check the fee and the payment terms and conditions on the Company's Website and Mobile Application before receiving the service, and that the Member accepts the updates made on these channels. The Member irrevocably accepts, declares and undertakes that, if the Member fails to make payment in full and on time, the Company may exercise all of its rights, including interest, specified on the Company's Website and Mobile Application and/or arising from the relevant legislation, and that the Member shall compensate the Company's damages arising from late payment.

6.7 The current amounts of the tariffs, penalties and all other fees specified under this Agreement shall be announced on the Company Website and Mobile Application. In addition, the Company reserves the right to change and/or cancel any opportunities and campaigns contained in texts such as promotional materials, advertisements and brochures, and their prices. The Company may determine one or more of the fee items, including but not limited to these, as tariffs, penalties and other fees in accordance with its pricing policy, legislation and regulations. Fee changes to be made and the fee items shall be announced on the Website and the Mobile Applications.

6.8 The Member is responsible for the confidentiality of the membership account and password and for the security of the RFID Card and/or the devices through which the Website and the Mobile Application are used. The Member accepts, declares and undertakes that, if these fall into the hands of third parties or are stolen or lost, the Member is solely responsible for the use of the membership information and the Membership Card by third parties, that in such a case the Member is obliged to inform the Company immediately, and that the Company has no liability whatsoever.

6.9 The Member accepts, declares and undertakes that the Member is responsible for the full and proper functioning of the Member's electric vehicle and charging system and, accordingly, that the Company is not liable in any way if the Member cannot benefit from the charging service under this Agreement for any reason attributable to the Member's vehicle and/or the Member. Nor is the Company liable for access problems arising from the areas where the charging stations are located, for traffic congestion in these areas, or for any damage or loss caused to the Member by other members or third parties.

6.10 The Company is the owner or licensee of all materials on the Website or the Mobile Application, including all domain names, logos, data of all kinds, the sales system applied, the business method and the business model, and of the intellectual and industrial property rights relating to them, and these are under legal protection. Unless otherwise stated, they may not be used by the Member for commercial or personal purposes without permission or without citing the source.

7. PAYMENT

7.1 The Member declares and undertakes that up-to-date information on the terms and conditions relating to payment and pricing is available on the Website and the Mobile Application, and that the Member accepts them.

7.2 Payment systems are determined at the Company's own initiative and may, without being limited to these, be as follows:

Post-use payment: After the Member receives charging service from the charging station network, the price of the service is collected automatically from the payment instrument (credit card, debit card, etc.) registered in the Member's Website and/or Mobile Application account.

Pre-use payment: Before receiving charging service from the charging station network, the Member may make a prepayment by adding balance to the Membership account, and the prices of subsequent charging processes are deducted from that balance.

Package system: Package system: the Member purchases one of the packages determined by the Company by paying in advance and benefits from the service within the limits included in the package for the period specified for the package.

7.3 The Company shall send the invoice for payments made by the Member to the Member by e-mail as an e-invoice. The Member is solely responsible for providing up-to-date information regarding the Member's e-mail address. The Member is responsible for keeping all contact information registered on the Website and/or the Mobile Applications up to date.

7.4 If the Member fails to fulfil the payment obligation fully, on time and properly, the Company's right to resort to legal remedies is reserved.

7.5 Payments shall be made by credit card using the infrastructure of a payment institution to be chosen by the Company, and your credit card details shall under no circumstances be stored on the Company's servers.

7.6 Where the Member is required to pay for charging processes that could not be ended using the Mobile Application or the RFID Card due to a technical problem experienced after the charging process and that were completed remotely by the Call Centre, the relevant amount shall be collected automatically from the credit card registered through the Mobile Application.

7.7 If payment cannot be collected from the Member for any reason, including but not limited to the registered credit card limit being insufficient, the card having expired or been cancelled, or the payment process not being triggered due to momentary technical problems with the bank: for charging processes completed using the Mobile Application, the Member shall be notified instantly that the payment could not be collected and shall be asked to select another registered credit card, if any, or to enter a new credit card. If the Member does not select another credit card or does not wish to enter a new credit card, or if the payment cannot be collected with the selected/newly entered credit card details either, the transaction subject to payment shall be recorded as "payment not received". For charging processes completed with the RFID Card or remotely by the Call Centre, where payment cannot be collected, the transaction subject to payment shall be recorded as "payment not received" on the Member account. Where payments cannot be collected, the Member shall be expected to make the payment within 7 (seven) days. Due to payments not made within the specified period, the Company may restrict the Member account, and the Member shall not be able to benefit from the services offered by the Company until the payment is received. In this case, the Company's right to resort to legal remedies is reserved.

8. PROTECTION OF PERSONAL DATA

In accordance with Law No. 6698 on the Protection of Personal Data ("KVKK"), the relevant Legislation and the Company's KVKK and Privacy Policy, information belonging to the Member that qualifies as personal data, such as name and surname, e-mail address, Turkish Republic Identity Number, address, telephone number, demographic data and financial data, may be recorded, kept in archives, used, updated, shared, transferred and otherwise processed in accordance with the KVKK Legislation by the Company and its affiliates and by third persons and/or organisations, for the purposes of offering products and services, developing products and services, resolving system problems, carrying out payment transactions, being used in marketing activities regarding orders, products and services (subject to prior consent), updating the Member's information, managing and maintaining memberships and performing the membership agreement and other documents concluded between the Member and the Company, and so that the technical, logistical and similar other functions of third parties can be provided by the Company. The Member declares and accepts that the Member explicitly consents, within the scope of KVKK No. 6698, to the transfer, processing and storage of the Member's personal data to and by the natural and/or legal persons with which the Company cooperates for the stated purposes. The personal data processed shall be deleted, destroyed or anonymised at the end of the necessary period in accordance with the Company's KVKK and Privacy Policy and the relevant Legislation. The Member accepts and declares that detailed information on KVKK and the relevant legislation, and on the Member's rights, can be obtained by reviewing the KVKK Information Notice on the Company's Website.

9. TERMINATION OF THE AGREEMENT

9.1 Either Party has the right to terminate this Agreement unilaterally at any time from the date of its entry into force. The Member may do so through the contact details on the Company's website and/or Mobile Application. The Company shall send all notifications to the Member to the e-mail address specified by the Member, and the Member accepts that this e-mail address is the Member's legal address for notification and that, unless the Member notifies changes in writing within 3 (three) days, notifications sent to the former e-mail address shall be valid and deemed to have been made to the Member. Any notification to the Member shall be deemed to have reached the Member within 1 (one) day from the date of sending.

9.2 The Company may suspend the provision of the service or terminate the Agreement if the Member acts contrary to the matters set out in this Agreement, on the Website, in the Mobile Application and in other relevant information and documents. In such a case, the Member is obliged to pay all of the Member's debts owed to the Company and to compensate the Company's damages that may arise due to the breach of the Agreement.

10. EVIDENCE AGREEMENT

In the resolution of any dispute that may arise from this Agreement and/or its implementation, the Company's records (including records on magnetic media such as computer and voice recordings) shall constitute conclusive evidence.

11. DISPUTE RESOLUTION AND GOVERNING LAW

Turkish Law shall apply to the implementation and interpretation of this Agreement and to the legal relationships arising under this Agreement. The Istanbul Anatolian (İstanbul Anadolu) Courts and Enforcement Offices have been designated as competent to resolve disputes arising from this Agreement.