

STICHTING CURRENT OS

PARTNER AGREEMENT

Between

Stichting Current OS, a foundation under the laws of the Netherlands having its registered office address at van lennepweg 4, 2597LJ The Hague, The Netherlands.

And

[NAME PARTNER], a company incorporated under the laws of [COUNTRY], having its registered office address at [ADDRESS],
("Partner")

Hereinafter to be referred to individually as Party or jointly as Parties

The Partner indicates that at the moment of signing this agreement, the company or the group of companies the Partner forms part of, has [DEFINE! less than 250 / more than 249] full time employees on its payroll and shall join as a [DEFINE! Bronze / Silver / Gold] Partner

TERMS AND CONDITIONS

Definitions

- (i) **"Affiliate"** means any entity that is directly or indirectly controlled by, under common control with or that controls the subject Party. For purposes of this definition control means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity; provided, however, that in each case such entity shall be deemed to be an Affiliate only so long as such ownership or control exists and is more than fifty percent (50%).
- (ii) **"Authorized Testing Center"** means a testing center authorized by the Foundation in writing for the testing of products or components thereof (whether a chip, subsystem, or end user product) that claim conformance to the Protocol, COS Essential Intellectual Property Rights and/ or that bear any Adopted Trademarks.
- (iii) **"Committee"** means one or more committees the Management Board may institute. The Management Board shall in any event institute the following committees: a Technical Committee, a Standardisation Committee and a Marketing Committee.

- (iv) “*COS Essential Intellectual Property Rights*” means the rights granted to a Partner to allow such Partner to manufacture a product capable to function in a system based on the Current OS Protocol (COS). We refer to the website for an exact specification of the rights granted depending on the type of partnership the partner opted for.
- (v) “**COS Testing Requirements**” means a set of testing requirements a product needs to fulfill in order to get certified by an Authorized Testing Center
- (vi) “*FRAND terms*” means fair, reasonable, and non-discriminatory terms.

1. General

The Stichting Current OS (“Foundation”) is organized as a non-profit organization incorporated on April 9, 2021] under the laws of the Netherlands. The Articles of Incorporation (“Articles”) and the Bylaws of the Foundation are available on the Foundation’s website <http://www.cos.foundation>], as such documents may be amended by the Foundation from time-to-time. In time, the Foundation will adopt a specific charter detailing all the intellectual property rules between the Foundation and its Members (“IP Charter”).

The Partner has declared to be willing to support the Foundation financially with a contribution as described under Section 3 below and the Management Board of the Foundation (“Management Board”) has decided to admit the Partner.

By executing this Partner Agreement, Partner agrees to abide by the Articles and the Bylaws, and case maybe to the IP Charter.

2. Purposes of the Foundation

The Foundation is formed to promote the use of the COS protocol (“**Protocol**”), whereby the objectives of the Foundation are to make the COS Standard a standard for electrical distribution, to market and further develop the Protocol, (to assist in) making the Protocol accessible for use by affected Parties, and to perform all such further acts and activities as are in the widest sense connected therewith, incidental thereto and/or which may be conducive thereto.

The Foundation shall make every effort inter alia to attain and accomplish its objectives by actively promoting the use of the Protocol, by providing access to the Protocol on FRAND terms, to continuously work on the technical evolution of the Protocol, and to get the Protocol accepted globally by the relevant organizations.

3. Participation as a Partner; Dues and Fees

Upon entering into this Partner Agreement by Partner and the Foundation and the payment of the appropriate contribution, Partner shall hold the Partner status as defined above for a period of twelve (12) months commencing on the acceptance date.

The contribution for the first twelve (12) months shall be specified in Annex I of this Partner Agreement. Partner may renew its Partner status for subsequent twelve (12) month periods by paying any then-current annual contribution established by the Management Board. Failure to pay the annual contribution when due shall result in termination and/or non-renewal of the Partner Agreement. The contribution is non-refundable. The Management Board may increase or decrease the annual contributions for the

various levels (Bronze, Silver and Gold) in accordance with the Bylaws. All contributions shall be used in furtherance of the purposes of the Foundation. Upon expiration or termination of the Partner Agreement, all rights and privileges provided and/or granted to Partner and/or any Affiliate of Partner pursuant to **Section 4** of this Partner Agreement and/or pursuant to any policies and procedures of the Foundation shall terminate.

4. Duties and Rights of Partners

The duties, rights, privileges and obligations of Partners shall be determined by the Management Board from time-to-time.

- (a) COS Essential Intellectual Property License;** Subject to the terms and conditions of this Partner Agreement, the Foundation hereby grants to the Partner and its Affiliates who agree to be bound to this Agreement, a nonexclusive, nontransferable, nonsublicenseable, worldwide license to use COS Essential Intellectual Property Rights under FRAND terms, solely to make (including design and develop), have made (including have designed and have developed), use, import, and directly and indirectly, offer to sell, sell, lease, promote and otherwise distribute COS related products and solutions. Partner understands and agrees that it has no license to patent COS related claims.
- (b) Copyright license;** Per the effective date of this Agreement the Foundation grants to Partner and its Affiliates who agree to be bound to this Partner Agreement a nonexclusive, royalty-free, non-transferable, non-sublicenseable, worldwide, perpetual copyright license to the technical material as provided by the Foundation to the Partner under this Agreement, provided that all reproductions thereof shall include any copyright notices and disclaimers as prescribed by the Foundation at any moment. Partner and its Affiliates confirm that the technical material provided to Partner under this Agreement, including the COS Protocol can and will change over time. Partner and its Affiliates confirm that the Foundation cannot be held liable if backward compatibility cannot be guaranteed or achieved due to amendments and updates to the technical material.
- (c) COS Trademark License;** The Foundation created and adopted trademark(s) and logos (collectively the "**Adopted Trademarks**") and trademark and logo usage guidelines (the "**Trademark and Logo Usage Guidelines**") as set forth in Attachment I, as may be modified from time to time by the Foundation. Subject to the terms and conditions of this Partner Agreement, including without limitation, compliance with the Trademark and Logo Usage Guidelines then in effect, the Foundation hereby grants to Partner and its Affiliates, a nonexclusive, nontransferable, worldwide license to use the Adopted Trademarks, for marketing purposes. Only Products certified by the Current OS Foundation are allowed to carry the COS Trademark. All goodwill associated with the use of the Adopted Trademarks shall accrue to the Foundation.
- (d) Non-Circumvention;** Partner agrees (i) that neither it nor any Affiliate has transferred patents nor granted exclusive licenses having COS Essential Intellectual Property Rights, and (ii) that it will not transfer patents or grant exclusive licenses having COS Essential Intellectual Property Rights, and (iii) that it will cause its Affiliates to refrain from

transferring patents or granting exclusive licenses having COS Essential Intellectual Property Rights, for the purpose of circumventing such Partner's obligations under this Agreement.

- (e) Non-Assert;** Subject to the terms and conditions of this Agreement, Partner and its Affiliates hereby agree not to bring, commence, maintain or prosecute any action or other proceeding based on any COS Essential Intellectual Property Rights and/or Adopted Trademarks that they may now or in the future own or control, or to otherwise assert any such COS Essential Intellectual Property Rights and/or Adopted Trademarks, worldwide, against any Management Board member, Advisory Board member, Supporter, Expert or fellow Partner, solely to enable others to make (including design and develop), have made (including have designed and have developed), use, import, and directly and indirectly, offer to sell, sell, lease, promote and otherwise distribute COS related products and solutions provided that such non-assertion agreement shall not extend to any part or function of a product in which a COS related product or solution is incorporated that is not itself a COS related product or solution.
- (f) Partner's License Grant(s);** Except as provided below, Partner(s) can at their discretion grant to all fellow Partners and/or to the Foundation a license for any of its contributions to COS Essential Intellectual Property Rights under FRAND terms which are developed by such Partner (a Voluntary Technical Contribution). Partner shall grant the Foundation and all fellow Partners a worldwide, irrevocable, nonexclusive, nontransferable, fully-paid up, royalty free copyright license to copy, modify, disclose, reproduce, prepare derivative works of, public display, publicly perform, and distribute Partner's contribution(s) to the COS Essential Intellectual Property Rights.
- (g) Partner's Trademark License;** Partner agrees that the Foundation shall have the right to list Partner's name and logo on the Foundation website and in advertising and promotional materials, in accordance with written (and electronical) instructions provided to the Foundation by the Partner. Except as provided herein or as may be agreed by the Parties in writing, neither Party shall use the name or any trademark or logo of the other Party without such other Party's prior written consent.
- (h) Marketing Benefits;** Under this Partner Agreement, the Partner have the marketing benefits as specified in Annex I:
- (i) Testing Procedure;** Prior to producing or distributing, or permitting any such production or distribution, of a product, or component thereof, that claims conformance to the Protocol and/or COS Essential Intellectual Property Rights or that bears any Adopted Trademarks, the Partner shall reasonably test a representative sample of such product to establish compliance with the COS Testing Requirements. Partner shall be solely responsible for all testing results. Partner shall be solely responsible for its expenses associated with such compliance testing. Upon the Foundation's request, Partner shall provide the Foundation with a sample of any product(s) purported to be a licensed product for compliance testing. The Foundation can ask an Authorized Testing Center to conduct compliance testing on such product(s) based on the COS Testing Requirements. Partner shall reasonably co-operate in all such testing.

If the Authorized Test Center determines, in its reasonable discretion, that such product(s) do not in fact comply with the COS Testing Requirements, then the Foundation may require that Partner promptly cease use of the Adopted Trademarks until such time as an Authorized Testing Center certifies that such product(s) do in fact comply with the COS Testing Requirements. Failure to provide such samples, reasonably cooperate in such testing, to make commercially reasonable efforts to cause such product to pass such compliance testing, or to promptly cease the use of the Adopted Marks when requested shall be a material breach of this Partner Agreement.

- (j) **Partner Meetings and Committees;** In the course of every financial year at least one Partner Meeting shall be held, at which among other issues shall be dealt with an explanation to the annual accounts of the Foundation and additional financial information by the Management Board. The Management Board shall also convene a Partner Meeting if a written request with a statement of the subjects to be discussed is made by one or more partners, representing at least two/third (2/3rd) of the total partners of the Foundation.

- (k) **Antitrust;** The Foundation is formed to promote the Protocol and shall foster competition in the development of new products and services based on the Protocol in conformance with all applicable antitrust laws and regulations. The Foundation and the Partner shall individually and collectively be committed to open competition in the development of products, technology and services, and Partners shall not be restricted in any way from designing, developing, marketing and/or procuring hardware, software, systems, technology or services. Implementation or use of the Protocol is voluntary. No Partner shall be required or obliged to implement the Protocol by virtue of being a Partner. In addition, Partner agrees to the terms and conditions of the Antitrust Guidelines set forth on the Foundation website, as such Antitrust Guidelines may be revised from time-to-time by the Foundation.

5. Confidential Information

Partner will maintain the Protocol, COS Essential Intellectual Property Rights, including the COS Testing Requirements, and any other information designated "confidential" by the Foundation (collectively the "**Confidential Information**") in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. No Partner will use, disclose or copy the Confidential Information except as necessary for its employees, contractors (under obligation of confidentiality) and fellow Partners with a need to know solely for the purpose of implementing a product according to the Protocol. A Party will not, however, be liable for the disclosure of any information which is: i) Rightfully in the public domain other than by the recipient's breach of a duty; ii) Rightfully received from a third Party without any obligation of confidentiality; iii) Rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing Party; iv) Independently developed by employees of the recipient without using the disclosed information; v) Rightfully disclosed as required by law, and provided that the recipient provides prompt written notice to the other Party of such legal requirement; or vi) Rightfully disclosed with the prior written consent of the disclosing Party. The Party seeking to rely on one of the immediately foregoing six (6) exceptions shall bear the burden of proof for showing that such disclosure falls under any such exception.

6. Term and Termination

(a) Term

Partner acknowledges that the Foundation shall have a perpetual term. This Partner Agreement shall commence on the acceptance date and remain in effect until the earlier of: (i) the dissolutions and winding up of the Foundation; (ii) such time as Partner elects not to renew its Partner status as provided in **Section 3**; (iii) such time as Partner elects to voluntarily withdraw as a Partner of the Foundation as provided in **Section 6(b)**; and (iv) termination of Partner's status as a Partner as provided in **Section 6(c)**.

(b) Voluntary Withdrawal as Partner

Upon written notice to the Foundation, taking into account a three (3) month notice period, Partner shall have the right to withdraw as a Partner of the Foundation. Upon such withdrawal, Partner shall have no right to receive a refund of any previously paid dues, and the terms of **Section 6(e)** shall apply.

(c) Termination of Membership

Upon the affirmative vote of not less than two-thirds (2/3rd) of the Management Board, the Foundation shall have the right to terminate Partner's status as a Partner of the Foundation for cause. The term "for cause" shall mean Partner's failure to materially comply with its obligations under this Partner Agreement, especially a the obligations under **Sections 4(a), 4(e)** and **4(j)**. Upon such termination, Partner shall have no right to receive a refund of any previously paid dues and the terms of **Section 6(e)** shall apply.

(d) Failure to Pay Annual or Specially Assessed Dues

Partner acknowledges that Partner status is conferred on an annual basis and that any renewal of participation, or in the case of a special assessment, continuation of participation, is contingent upon payment of the applicable dues. If Partner fails to pay the applicable annual or special assessment dues when required: (i) Partner's status in the Foundation will not be renewed in the case of failure to pay the annual dues or will be terminated in the case of failure to pay the specially assessed dues; (ii) Partner shall be entitled to continue participation only upon re-application to the Foundation; (iii) Partner waives any notice or process requirements in connection with such non-renewal and/or termination of membership status; and (iv) the terms of **Section 6(e)** shall apply.

(e) Survival

Upon expiration or termination of a Partner's status as a Partner of the Foundation the following terms shall survive: this **Section 6(e)** and **Sections 4 (k), 5** and **12** of this Partner Agreement.

7. Disclaimer of Warranties

NEITHER PARTY HERETO MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR

IMPLIED, WITH RESPECT TO ANY SOFTWARE, DOCUMENTATION, INTERFACES, SAMPLE IMPLEMENTATIONS, SPECIFICATIONS OR ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE TO PARTNER, THE FOUNDATION OR ANY OTHER MEMBER OF THE FOUNDATION, OR WITH RESPECT TO ANY STANDARD OR INTERFACE OR SPECIFICATIONS APPROVED, PROMOTED OR ENDORSED BY THE FOUNDATION OR ANY OTHER MEMBER OF THE FOUNDATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY OF THE FOREGOING ITEMS DO NOT INFRINGE OR CONSTITUTE A MISAPPROPRIATION OF THE PROPRIETARY RIGHTS OF ANY THIRD PARTIES. EACH PARTY AGREES THAT ALL SUCH ITEMS ARE PROVIDED OR MADE AVAILABLE HEREUNDER "AS IS."

8. Limitation of Liability

Except for the indemnity obligations under Section 9 below, neither Party shall be liable to the other for any indirect, special, exemplary, consequential, special or punitive damages, including without limitation, lost profits even if advised of the possibility of such damages ("Damages"). In addition to the foregoing, with respect to Partner's participation in the Foundation, the Foundation shall not be liable to Partner for any direct, indirect, incidental, consequential, special or punitive damages including, without limitation, lost profits, sustained or incurred by Partner which are not attributable to the actions or inactions of the Foundation under this Partner Agreement. The Foundations shall also not be liable to Partner for any Damages incurred by Partner as the result of any third party patent infringement claim in connection with the use of the COS Essential Intellectual Property Rights under this Agreement.

9. Indemnification

Partner shall indemnify, defend and hold harmless the Foundation and its directors, officers, employees, representatives, agents, attorneys, successors and assigns (collectively, the "*Indemnified Parties*") from and against any and all claims, suits, proceedings, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Partner's failure to materially comply with any of its obligations under this Partner Agreement. The Indemnified Parties promptly shall notify Partner of any such claims, suits or proceedings and, at Partner's sole cost and expense, reasonably cooperate with Partner in the defense of such claims, suits or proceedings. Partner's cumulative liability pursuant to this **Section 9** shall not exceed two (2) undiscounted annual contribution as agreed upon in Annex 1. This limitation shall not apply in case of gross misconduct.

10. Notices

Any written notice required or permitted to be delivered pursuant to this Partner Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the mail, registered or certified mail; and/or (c) by email to Partner's email address on file, which notice shall be deemed received when sent by the Foundation; provided that in each case addressed to the following:

If to Partner:

The Contact/Representative at the address
identified in this Partner Agreement

If to the Foundation:

Stichting Current OS at the address identified in this Partner Agreement and by email to secretary@cos.foundation.

or to such other individual or address as may be specified by either Party hereto upon notice given to the other.

11. Binding Nature and Assignment

This Partner Agreement shall be binding on the Parties and their successors and assigns. Partner shall not assign or otherwise transfer this Partner Agreement, or any part hereof, whether by operation of law, change of control (including a merger, exchange of stock or otherwise) or otherwise, without the prior written consent of the Foundation. Any assignment or transfer or attempted assignment or transfer by Partner in violation of the terms of this **Section 11** shall be null and void and of no force or effect.

12. Counterparts

This Partner Agreement may be executed in one (1) or more duplicate originals, all of which together shall be deemed one and the same instrument.

13. Severability

If any provision of this Partner 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 this Partner Agreement, but this Partner Agreement shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable.

14. Waiver

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 this Partner Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.

15. Governing Law

This Partner Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Partner Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the Netherlands.

16. Relationship of Parties

Nothing set forth in this Partner Agreement shall be deemed or construed to render the Parties as joint

venturers, partners or employer and employee.

17. Entire Agreement; Modifications

This Partner Agreement 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. This Partner Agreement may be modified only pursuant to a writing executed by authorized representatives of the Foundation and Partner.

SIGNATURE PAGE

<p>Date: Company: Name: Function:</p> <p>_____</p>	<p>Date: Company: Name: Function:</p> <p>_____</p>
<p>Date: Stichting Current/OS Name: Yannick Neyret Function: Chairman</p> <p>_____</p>	<p>Date: Stichting Current/OS Name: Michiel Arnoldy Function: Secretary</p> <p>_____</p>

ANNEX 1: Bronze Partners

Sign up Fee:

To cover the initial registration costs, the sign-up fee is set at five hundred Euro (500,- Euro).

Annual Contribution:

The annual contribution is set at Euro 3.000,-(three thousand Euro).

When Partner has less than 250 full time employees at the moment of entering into this Agreement, a 100% (one hundred percent) discount is granted for the first two (2) years.

When Partner has more than 249 full time employees at the moment of entering into this Agreement, a 50% (one fifty percent) discount is granted for the first two (2) years.

As of year three (3):

- The contribution will follow the then applicable fee structure as published on the website of the Foundation.
- When Partner, at the beginning of a calendar year, has less than 250 full time employees it will be granted a 50% discount on the annual contribution as published on the website. This discount will be reassessed on a year to year basis.

Licenses & Trademarks:

For Bronze Partners, the field of use for the COS Essential Intellectual Property License is defined on the website in the Bronze Partner environment.

Bronze partners are allowed to make use of the Current/OS logo on its website and in any other media it desires to make use of, after approval by the Marketing Committee of the Foundation. -The Partner will remove any communication carrying the Current/OS logo immediately when such is demanded by the Marketing Committee of the Foundation.

The Current/OS logo can only be used on Products that have obtained an official certification from the Technical Committee of the Foundation. Such Product certification is made out in the name of the Partner, when a Product has passed all pre-defined tests at an Authorized Testing Center.

Marketing Benefits

The Partner shall be mentioned on the website of the Foundation

Participation in the Foundation:

Experts under contract of a Partner can be invited to any of the Committees as a contributor

ANNEX 1: Silver Partners

Sign up Fee:

To cover the initial registration costs, the sign-up fee is set at five hundred Euro (500,- Euro).

Annual Contribution:

The annual contribution for a Silver Partner is set at Euro 10.000,- (ten thousand Euro).

When Partner has less than 250 full time employees at the moment of entering into this Agreement, a 100% (one hundred percent) discount is granted for the first two (2) years.

When Partner has more than 249 full time employees at the moment of entering into this Agreement, a 50% (one fifty percent) discount is granted for the first two (2) years.

As of year three (3):

- The contribution will follow the then applicable fee structure as published on the website of the Foundation.
- When Partner, at the beginning of a calendar year, has less than 250 full time employees it will be granted a 50% discount on the annual contribution as published on the website. This discount will be reassessed on a year to year basis.

License & Trademarks:

For Silver Partners the field of use for the COS Essential Intellectual Property License is as defined on the website in the Silver Partner environment.

Silver partners are allowed to make use of the Current/OS logo on its website and in any other media it desires to make use of, after approval by the Marketing Committee of the Foundation. The Partner will remove any communication carrying the Current/OS logo immediately when such is demanded by the Marketing Committee of the Foundation.

The Current/OS logo can only be used on Products that have obtained an official certification from the Technical Committee of the Foundation. Such Product certification is made out in the name of the Partner, when a Product has passed all pre-defined tests at an Authorized Testing Center.

Marketing Benefits:

The Silver Partner shall be mentioned on the website of the Foundation

The Silver Partner will be invited for events and fairs organized by the Foundation to participate.

Participation in the Foundation:

Experts under contract of a Silver Partner can be invited to any of the Committees as a contributor

ANNEX 1: Gold Partners

Sign up Fee:

To cover the initial registration costs, the sign-up fee is set at five hundred Euro (500,- Euro).

Annual Contribution:

The annual contribution for a Gold Partner is set at forty thousand Euro (40.000,- Euro). As of year two (2) the contribution will follow the then valid fee structure as published on the website of the Foundation.

Licenses & Trademarks:

For Gold Partners the field of use for the COS Essential Intellectual Property License is as defined on the website in the Gold Partner environment.

Gold partners are allowed to make use of the Current/OS logo on its website and in any other media it desires to make use of, after approval by the Marketing Committee of the Foundation. The Partner will remove any communication carrying the Current/OS logo immediately when such is demanded by the Marketing Committee of the Foundation.

The Current/OS logo can only be used on Products that have obtained an official certification from the Technical Committee of the Foundation. Such Product certification is made out in the name of the Partner, when a Product has passed all pre-defined tests at an Authorized Testing Center.

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Marketing Benefits

The Gold Partner shall be mentioned on the website of the Foundation

The Gold Partner will be invited for events and fairs organized by the Foundation to participate.

Participation in the Foundation:

Experts under contract of a Gold Partner can be invited to any of the Committees as a contributor and/or as a lead.

Gold Partners are eligible to become a member of the Management Board in case of a vacancy.