JEDLIK ÁNYOS KLASZTER

COOPERATION AGREEMENT

on the Establishment and Operation of the JÁK Hungarian E-Mobility Cluster

Consolidated version effective as of 8 May 2026

This Cooperation Agreement, originally concluded on 1 September 2014 and subsequently amended on 1 July 2015, 28 December 2015, 15 July 2016, 1 January 2018, 1 January 2019, 1 April 2021 and 8 May 2026, is hereby incorporated into a consolidated text and shall enter into force as of today under the following terms and conditions between the Parties listed in **Annex 1** (hereinafter referred to as the **"Cooperating Parties"** or, where appropriate in the context, the **"Members"**).

I. General Provisions

As a Member State of the European Union and pursuant to other international agreements, Hungary has set ambitious economic, social and scientific objectives to promote sustainable development and to foster an advanced, low-emission and circular economy. One of the key priorities in achieving these objectives is the substantial reduction of the environmental impact generated by the energy and transport sectors through the development of a green and digital economy.

Since its establishment on 1 September 2014, the Members of the Jedlik Ányos Cluster have been committed to supporting these efforts by coordinating their innovative activities in a network-based framework and in full compliance with all applicable legal requirements. Their cooperation covers industrial production, transport, energy, the development, deployment and marketing of environmentally friendly mobility solutions, information and communication technologies, education, and public awareness raising.

1. Name of the Cluster

Short name (in Hungarian): Jedlik Ányos Klaszter (JÁK)
Official name: Jedlik Ányos Hungarian E-Mobility Cluster
English name: JÁK Hungarian E-Mobility Cluster
The registered seat of the Cluster shall be the same as the registered seat of the **Cluster Management Company**.

2. Purpose of the Cluster

Under this Cooperation Agreement, the Members of the Jedlik Ányos Cluster, established on 1 September 2014, are organisations and business entities committed to advancing the clean energy and mobility transition, including the development of electric and intelligent mobility as an integral part thereof.

Within this ecosystem, the Members operate in a wide range of sectors, including research and development, education, innovation, manufacturing, sales, ICT development and services, among others. In certain areas, they may also compete with one another as market participants.

By entering into this Agreement, the Members declare their intention to cooperate with one another, as well as with the Government of Hungary, in full compliance with applicable competition law, with the aim of contributing to the development and successful implementation of national and European economic development, environmental and sectoral policies.

3. Activities Undertaken to Achieve the Objectives of the Jedlik Ányos Cluster

The Cluster shall pursue its objectives through the following activities:

a) Facilitating effective cooperation, in full compliance with competition law, among companies active in the clean and intelligent energy and mobility transition (e-mobility), the electric vehicle industry, low-emission transport, the electrification of the economy, and the development of intelligent mobility systems, as well as organisations and business entities providing related products and services.

b) Promoting the development of a legal and regulatory framework that effectively encourages the adoption and domestic development of environmentally friendly and innovative energy and mobility solutions, including electric vehicles, charging infrastructure, energy storage technologies and smart grids, through the preparation of expert opinions and the organisation of policy and technical consultations with relevant decision-makers.

c) Providing professional support as well as communication and public outreach (PR) services to the Cooperating Parties while maintaining strict competitive neutrality.

d) Supporting joint projects initiated by the Cooperating Parties in response to identified needs.

e) Promoting the exchange of best practices through the Cluster's international and European Union partnerships.

f) Providing the Cooperating Parties with information on available funding opportunities and development programmes.

g) Raising public awareness of the achievements of the clean energy and mobility transition and promoting understanding among relevant professional stakeholders and the wider public.

To support the above activities, the Cluster shall develop a common corporate identity, including the use of its own logo and the operation of its official website. Through these platforms, the Cluster shall provide a range of services to the Cooperating Parties and interested stakeholders, including professional workshops, conferences and industry consultation forums.

II. Rules Governing the Operation of the Cluster

4. Rights, Obligations and Agreements of the Cooperating Parties

4.1. Membership of the Cluster

The Cluster is open to new members. Any organisation that accepts the provisions of this Cooperation Agreement may apply for membership, provided that it satisfies the applicable admission requirements and demonstrates an appropriate professional justification for joining.

Membership of the Cluster is open to legal entities engaged in activities consistent with the objectives set out in Section 2 of this Cooperation Agreement. An applicant shall become eligible for membership once its application has been approved by the Cluster's governing body (the **Evaluation Committee** until 28 February 2021, and the **Board** from 1 March 2021 onwards) and subsequently confirmed by the **General Assembly**.

4.2. Admission and Termination of Membership

4.2.1. Applicants shall notify the **Board** of their intention to join the Cluster. Membership shall become effective on the date when the **Executive Director** of the Cluster countersigns the endorsement attached to the applicant's declaration of intent to join.

4.2.2. Members shall notify the Cluster of any changes to the information recorded in the Register of Members within one month of such changes.

4.2.3. Following the signing of this Cooperation Agreement, each Member shall be represented by its designated contact person.

4.2.4. Membership shall terminate if a Member:

a) notifies the **Board** in writing of its intention to withdraw from the Cluster, with effect from the end of the relevant calendar year; or

b) is expelled due to a material breach of this Cooperation Agreement.

4.2.5. A material breach of this Cooperation Agreement shall include:

a) causing financial or reputational harm to any other Member of the Cluster, as determined by the **Board** after hearing all parties concerned;

b) failure to cooperate with the Cluster and failure to fulfil the required membership contribution for two consecutive years;

c) any conduct that infringes applicable competition law.

4.2.6.

If a Member fails to pay its annual membership contribution and does not respond to a formal notice issued by the **Executive Director** of the Cluster, nor otherwise demonstrates its willingness to continue its cooperation, the Member shall be automatically removed from the Register of Members with effect from **1 January** of the following calendar year.

4.3. Rights of the Members

Members shall have the right to:

a) participate in and vote at the **General Assembly**;

b) participate in the Cluster's permanent Committees and ad hoc working groups;

c) elect the members of the **Board**;

d) participate in the preparation of the Cluster's policy positions and advocacy activities;

e) contribute to and make proposals regarding the Cluster's work programme;

f) participate in Cluster events while benefiting from any member-specific privileges or discounts;

g) make use of the services provided by the **Cluster Management Company**;

h) participate in the continuous exchange of information and knowledge among the Cooperating Parties.

4.4. Obligations of the Members

Members shall:

a) comply with the provisions of this Cooperation Agreement, which also serves as the Cluster's organisational and operational rules;

b) fulfil their membership contribution obligations;

c) actively participate in the operation and activities of the Cluster;

d) comply with all applicable competition law requirements.

4.5. Competition Law Compliance

The Cluster shall at all times safeguard fair market competition. Accordingly, under no circumstances, whether directly or indirectly, may it facilitate prohibited agreements or any discussions aimed at establishing such agreements.

All Cluster Members (including non-market and non-profit organisations), the **Board**, and the **Executive Director** shall ensure full compliance with competition law in all activities carried out within the framework of the Cluster. They shall refrain from any conduct that could have the object or effect of preventing, restricting or distorting competition between market participants or third parties in the relevant markets.

Accordingly, Cluster Members shall neither unilaterally nor collectively exchange any commercially sensitive or strategically significant business information, nor enter into any agreement that restricts competition.

4.6. Dissolution of the Cluster

The Cooperating Parties may decide to dissolve the Jedlik Ányos Cluster provided that the proposal for dissolution has first been approved by the **Board** and subsequently receives the support of Members representing at least **90% of the votes cast** at the **General Assembly**.

The Cluster shall cease to exist with effect from **31 December** of the year in which the resolution on its dissolution is adopted.

5. Sustainable Management, Financial Resources and Other Resources of the Cluster

5.1. Financial Management of the Cluster

The Cluster does not constitute a separate legal entity. It has no independent assets or budget and may not undertake financial obligations in its own name.

The **Cluster Management Company** shall have exclusive responsibility for managing the resources required for the operation of the Cluster. It shall submit an annual transparent report to the **Board** on the collection and use of membership contributions, other revenues related to the Cluster's activities, the corresponding expenditures, as well as the implementation of the annual work programme.

The report shall also include an account of the implementation of the annual work programme. Following its approval by the **Board**, the report shall be submitted to the **General Assembly** for adoption.

5.2. Membership Contributions

Membership contributions may be provided in the form of financial contributions and/or in-kind services.

a) A **financial membership contribution** shall consist of the annual fee payable towards the operation of the Cluster, in consideration for the services provided by the **Cluster Management Company**. The contribution may take the form of an annual fee or the consideration for a specific service or service package. The amount shall be determined individually for each Member in consultation with the **Cluster Management Company**, and, in the case of commercial entities, primarily on the basis of the Member's annual turnover. To ensure the sustainable operation and financial stability of the Cluster, the **Board** may issue guidelines regarding the expected level of membership contributions.

b) An **in-kind membership contribution** shall consist of the provision of the human and material resources required to achieve the objectives of the Cluster's work programme. Such contributions

may include, for example, professional working hours devoted to the preparation of studies, intellectual contributions to the Cluster's professional activities, the provision of equipment and technical facilities, or the availability of meeting and event venues. Where appropriate, the documented value of such contributions shall be indicated in the supporting documentation.

c) Financial membership contributions shall be paid by bank transfer to the bank account of the **Cluster Management Company** upon receipt of an invoice.

The Cooperating Parties acknowledge that the payment or provision of a membership contribution constitutes an obligation for every Member. In the case of non-profit organisations, only in-kind contributions may be required.

5.3. Other Sources of Funding

The Cooperating Parties acknowledge that, in order to ensure the Cluster's sustainable financial operation and in line with the objectives set out in this Cooperation Agreement, the **Cluster Management Company** may participate in projects that promote the development of the energy and mobility ecosystem, the exchange of best practices, broader stakeholder consultation, public awareness and outreach activities, and cooperation with international partners.

a) Any revenues generated from such projects may be used by the **Cluster Management Company** exclusively for its own operation and for the operation and activities of the Cluster.

b) In implementing such projects, the **Cluster Management Company** shall act on behalf of the Cluster and in a competitively neutral manner, in accordance with the requirements of this Cooperation Agreement.

6. Cluster Management Company

The Cooperating Parties agree that the operational management of the JÁK Hungarian E-Mobility Cluster and its representation vis-à-vis third parties shall be entrusted, under a separate service agreement, to an independent legal entity (hereinafter referred to as the **"Cluster Management Company"**).

6.1. Responsibilities of the Cluster Management Company

6.1.1. The **Cluster Management Company** shall demonstrably possess the expertise, human resources and infrastructure necessary to perform its responsibilities. It shall independently procure the equipment and other resources required for carrying out its duties, and such assets shall remain its property.

6.1.2. The **Cluster Management Company** shall be responsible for the preparation, administration, maintenance and record-keeping of the Cluster's documentation, the preparation of the Cluster's annual work plan, work programme and annual report, the operation of the Cluster's website, and the management of the Cluster's communications.

6.1.3. The **Executive Director** of the **Cluster Management Company** shall maintain regular contact with the Members, assess their needs in relation to the Cluster's activities, and communicate such needs and proposals to the **Board**.

6.1.4. The **Cluster Management Company** shall facilitate the flow of information among the Members and take all necessary and reasonable measures to support the continuous development of the Cluster.

6.2. Operation of the Cluster Management Company

a) The **Cluster Management Company** shall appoint an **Executive Director** who, within the authority granted under this Cooperation Agreement and the relevant service agreement, shall be

authorised to make decisions independently in matters relating to the operation of the Cluster and to represent the Jedlik Ányos Cluster in its relations with external partners.

b) The **Executive Director** shall regularly present, explain and seek the approval of the **Board** for decisions taken under this Cooperation Agreement and shall report on their implementation.

c) The Executive Director of the **Cluster Management Company** shall simultaneously serve as the **Executive Director of the JÁK Hungarian E-Mobility Cluster**.

d) The service agreement governing the operational management of the Cluster shall be concluded between the **Chair of the Cluster**, acting on behalf of the **Board**, and the **Cluster Management Company**. Under this Cooperation Agreement, the Cooperating Parties authorise the Chair of the Cluster to execute the operational management agreement on their behalf, while authorising the **Board** to request an annual report on the activities of the **Cluster Management Company**.

e) Any decision to terminate the appointment of the **Cluster Management Company** or to appoint a new **Cluster Management Company** shall be made by the **Board**, in accordance with the provisions of the relevant service agreement.

7. General Assembly

The **General Assembly**, composed of all Members of the Cluster, shall be the Cluster's highest decision-making body (hereinafter referred to as the **"General Assembly"**).

7.1. Rules Governing the Convening and Conduct of the General Assembly

7.1.1. The General Assembly shall meet at least once each calendar year.

7.1.2. The **Executive Director**, in consultation with the **Board**, shall convene the General Assembly by notifying the Members of the venue, date and agenda of the meeting. In justified cases—for example, where the operation of the Cluster is at risk—the Executive Director may request an expedited procedure.

7.1.3. Members representing at least 20% of the Cooperating Parties listed in the Register of Members may request the convening of an extraordinary meeting of the General Assembly at any time, provided that the reason for and purpose of the request are specified.

7.1.4. The Cooperating Parties agree that, in view of the availability of reliable electronic communication technologies and the experience gained during the public health emergency that began in 2020, the General Assembly may adopt its resolutions either at meetings held with the Members' physical presence or by means of electronic voting.

In the case of electronic voting, the **Executive Director** shall submit the proposal for decision to the Members in writing by electronic means, together with the prior opinion of the Board, where appropriate, requesting that Members cast their votes by e-mail within eight (8) days.

A Member that fails to submit its vote electronically within the prescribed eight-day period shall be deemed to have voted in favour of the proposal.

7.1.5. Each Member shall have the right to attend the General Assembly, express its views and contribute to the formation of the Cluster's positions and decisions. At meetings of the General Assembly—and in the case of electronic voting pursuant to Section 7.1.4—each Member recorded in the current Register of Members shall be entitled to one vote.

7.1.6. The General Assembly shall have a quorum if Members representing at least 50% of the total voting rights are present in person or by duly authorised representative, or, in the case of electronic proceedings, are able to cast their votes electronically.

7.1.7. Whether held in person or by electronic means, the General Assembly shall adopt its resolutions by the affirmative vote of Members representing at least two-thirds (66%) of the valid votes cast, plus one additional vote.

7.1.8. Minutes shall be prepared for each meeting of the General Assembly. The resolutions adopted shall be recorded in chronological order and assigned reference numbers based on the date of their adoption. The minutes shall be certified by the Chair of the Cluster and the Executive Director. Based on the approved minutes, the Executive Director shall record the resolutions in the Register of General Assembly Resolutions.

7.1.9. The resolutions of the General Assembly shall be made available to all Members within eight (8) days of their adoption.

7.2. Powers of the General Assembly

The General Assembly shall have the authority to:

a) resolve on the establishment and dissolution of the Cluster;

b) adopt and amend this Cooperation Agreement and its annexes;

c) approve the management agreement concluded with the Cluster Management Company;

d) review and approve the Cluster's annual report;

e) review, amend and approve the annual work plan and the Cluster's strategic plan;

f) approve the admission of new Members upon the recommendation of the Board;

g) elect the members of the Board.

8. Committees of the Cluster

In accordance with Section 4.4(c) of this Cooperation Agreement, Members shall fulfil their obligation to participate actively in the activities of the Cluster through their work in the Cluster's committees.

8.1. Steering Committee

8.1.1. The **Steering Committee** shall comprise those commercial entities that are Members of the Cluster and whose activities are directly related to the electric mobility value chain and ecosystem, including, but not limited to, charging infrastructure operators, e-mobility service providers, charging equipment manufacturers, vehicle manufacturers, vehicle dealers, fleet operators, IT developers and other relevant market participants.

8.1.2. The **Steering Committee** shall serve as the Cluster's principal forum for public policy and regulatory matters. It shall monitor and discuss developments in the European and national regulatory environment, review draft legislation and prepare recommendations for policymakers concerning further regulatory and policy measures.

8.1.3. Meetings of the Steering Committee shall be prepared by the Executive Director in accordance with the annual work plan approved by the Board. The Executive Director shall submit the Committee's proposals and recommendations to the Board for approval.

8.2. Innovation and Advisory Committee

8.2.1. The **Innovation and Advisory Committee** shall consist of companies, research organisations and non-profit institutions active in research and development, innovation and education whose activities contribute, in whole or in part, to advancing the clean energy and mobility transition. Such organisations may include universities, research institutes, local authorities, civil society organisations, consulting firms, and other relevant stakeholders.

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8.2.2. The **Innovation and Advisory Committee** shall serve as the Cluster's principal forum for science and innovation policy, research and development, and public awareness and outreach activities.

8.2.3. Meetings of the **Innovation and Advisory Committee** shall be prepared and coordinated by the **Executive Director** in accordance with the annual work plan approved by the **Board**. The Executive Director shall submit the Committee's proposals and recommendations to the **Board** for approval.

8.3. Cooperation Between the Committees; Ad Hoc Committees and Working Groups

8.3.1. The Cluster's two standing committees shall regularly inform each other and the **Board** of their activities and the progress of their work.

8.3.2. Where justified, the **Board** may establish an ad hoc committee or working group to address specific matters or perform designated tasks. Members of both the **Steering Committee** and the **Innovation and Advisory Committee** may participate in such bodies.

8.3.3. Where an ad hoc committee is established, the **Board** may authorise the involvement of external experts where appropriate, for example, for the provision of legal advice.

9. Board

9.1. Between meetings of the **General Assembly**, the professional and strategic direction of the Cluster shall be exercised by the **Board** (hereinafter referred to as the **"Board"**).

9.1.1. The **Board** shall consist of no fewer than **seven (7)** and no more than **ten (10)** members, all of whom shall be elected by the **General Assembly** from among the Members of the Cluster.

Any Member may nominate candidates for election. Where an insufficient number of candidates has been nominated, the **Executive Director** may submit additional nominations.

Nominations shall be submitted electronically (by e-mail) to the **Executive Director**. The incumbent **Board** shall have the right to approve the proposed candidates before the election.

9.1.2. Members of the **Board** shall be appointed for an indefinite term.

9.1.3. The mandate of a Board member shall terminate upon:

a) resignation;

b) removal from office; or

c) the election of a new Board.

9.1.4. Members of the **Board** may be removed individually or collectively.

An individual Board member may be removed where the Cluster Member(s) that nominated the individual provide duly justified reasons, such as a change of employment or a conflict of interest.

A complete re-election of the **Board** may be initiated by at least **two-thirds** of the Members represented in the **General Assembly**, by submitting a proposal to the **Executive Director**.

The Executive Director shall, in every case, submit any proposal for removal or re-election to the **Board**. If the proposal is supported by at least **five (5)** members of the **Board**, the matter shall be referred to the **General Assembly** for decision.

Board members who have been removed shall continue to perform their duties until their successors have been elected, ensuring that the number of Board members does not fall below **seven (7)**.

9.1.5. The **Board** shall act as a collegiate body and shall meet at least once every calendar quarter.

Meetings of the **Board** shall be convened by the **Executive Director**, who shall coordinate the date and venue electronically and provide at least **five (5) working days'** prior notice.

Board meetings may also be held electronically by means of videoconferencing via an online platform.

The **Board** may also adopt resolutions without holding a meeting by way of written procedure. In such cases, Board members—or, if prevented from participating, the designated contact person of the Member organisation that delegated them—may cast their votes electronically within **eight (8) working days** of receiving the request for a decision.

9.1.6. The **Board** shall have a quorum only if a majority of its members participate in the decision-making process, either in person or by electronic means.

Accordingly:

- for a **seven-member Board**, at least **four (4)** members shall participate;
- for an **eight- or nine-member Board**, at least **five (5)** members shall participate;
- for a **ten-member Board**, at least **six (6)** members shall participate.

The **Board** shall adopt its decisions by **simple majority**.

Each member of the **Board** shall have **one vote** at Board meetings.

9.1.7. Where the **Board** issues an official position or policy statement on behalf of the Cluster, such position or statement may be adopted **only by unanimous consensus** of all Board members.

9.1.8. The **Board** shall be responsible for coordinating the strategic affairs of the Cluster and for approving the Cluster's programmes and communication activities.

9.1.9. The **Board** shall be entitled to supervise the activities of the **Cluster Management Company**. Accordingly, it shall request, review and recommend to the **General Assembly** for approval the reports submitted by the **Executive Director** on the operation and activities of the Cluster.

9.1.10. The **Board** shall be entitled to recommend the admission of new Members to the **General Assembly** and to acknowledge notifications of Members' intention to withdraw from the Cluster.

9.1.11. The **Board** may determine that a Member's membership has terminated where the Member has, over an extended period, failed to fulfil its obligations under this Cooperation Agreement and has not responded despite repeated requests for compliance.

9.1.12. Members of the **Board** shall be entitled to attend meetings of the **Steering Committee**, the **Innovation and Advisory Committee**, and any ad hoc committees or working groups established by the Cluster.

9.1.13. If a Board member is unable to perform his or her duties, the designated contact person of the Cluster Member that appointed the Board member may temporarily act as a fully authorised substitute in order to ensure the continuity of the Board's work and decision-making.

The identity of the designated contact person shall be notified in writing by the relevant Cluster Member to the **Executive Director**. No additional authorisation shall be required for such substitution.

9.1.14. In connection with meetings of the **Board**, the **Executive Director** shall be responsible for ensuring compliance with the agenda, preparing the meeting summary, conducting the voting process and publishing the results.

The resolutions of the **Board** shall be recorded in the **JÁK Register of Resolutions**, which shall be maintained by the **Executive Director** and made available to all Members of the Cluster.

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9.2. Chair of the Cluster

The **Board** shall elect the **Chair of the Cluster** (hereinafter referred to as the **"Chair"**) from among its members.

The **Chair** shall be authorised to represent the Cluster in ceremonial and official matters before third parties.

In relations with the **Cluster Management Company**, the Chair shall act on behalf of the Cluster and its Members collectively, in their capacity as the contracting parties. Pursuant to resolutions of the **General Assembly**, the Chair shall be authorised to sign, amend and terminate the agreement concluded with the **Cluster Management Company** on behalf of the Members.

10. Entry into Force, Amendment and Duration of the Agreement

This **Cooperation Agreement** entered into force upon its execution by the Cooperating Parties on the date of the establishment of the Cluster, **1 September 2014**.

Any subsequent amendments to this Cooperation Agreement shall enter into force on the date of their approval by resolution of the **General Assembly**.

This **Cooperation Agreement** is concluded for an **indefinite term**.

This Cooperation Agreement may be amended only by the **written agreement of all Parties**.

Budapest, 8 May 2026

Annex 1

REGISTER OF MEMBERS

No.	Member
1.	BKK Centre for Budapest Transport Ltd.
2.	BME Budapest University of Technology and Economics
3.	DE University of Debrecen
4.	E.ON Drive Infrastructure Hungary Ltd.
5.	E.ON Hungaria Ltd.
6.	HUN-REN Centre for Energy Research
7.	HUN-REN TTK Research Centre for Natural Sciences
8.	KTE Scientific Association for Transport
9.	KTI Institute for Transport Sciences Nonprofit Ltd.
10.	MHTE Hungarian Hydrogen and Fuel Cell Association
11.	ME University of Miskolc
12.	MET3R Solutions Ltd.
13.	MOL Group
14.	MVM Group
15.	Óbuda University
16.	Phiaro Technologies Ltd.
17.	Porsche Hungaria Ltd.
18.	Regional Centre for Energy Policy Research Foundation (REKK)
19.	Smart Charging Ltd.
20.	“Széchenyi István “University, Győr
21.	TOP-TIER Consultants Ltd.

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Committee Memberships

Steering Committee

1. BKK Centre for Budapest Transport Ltd.
2. E.ON Drive Infrastructure Hungary Ltd.
3. E.ON Hungaria Ltd.
4. MOL Group
5. MVM Group
6. Porsche Hungaria Ltd.
7. TOP-TIER Consultants Ltd.

Innovation and Advisory Committee

1. Budapest Corvinus University – REKK Regional Centre for Energy Policy Research Foundation
2. Budapest University of Technology and Economics
3. University of Debrecen
4. Scientific Association for Transport
5. Institute for Transport Sciences Nonprofit Ltd.
6. Hungarian Hydrogen and Fuel Cell Association
7. University of Miskolc
8. MET3R Solutions Ltd.
9. HUN-REN Centre for Energy Research
10. HUN-REN Research Centre for Natural Sciences
11. Óbuda University
12. Phiaro Technologies Ltd.
13. Smart Charging Ltd.
14. Széchenyi István University