

To whom it may concern

26/09/2022

Dear Sirs,

please find hereinbelow our best offer concerning the supply for consideration of CPO's integrated services (as better detailed in our Terms and Conditions below), as to which our Terms and Conditions sets forth below, are an integrant and substantial part (the “**Offer**”). The Offer is submitted through the use of the Roaming Platform.

Our Offer constitutes the agreement between the EMP and Be Charge S.r.l., it will be valid for the time expressly indicated on the online platform and it shall be deemed as accepted by you as soon as you will have clicked the button of the offer on the Roaming Platform (the “**Acceptance**”). By accepting the Offer the EMP accepts all the provisions contained in the Terms and Conditions below.

**BE CHARGE OFFER TO ALL:
TERMS AND CONDITIONS FOR THE AGREEMENT CONCERNING THE SUPPLY
OF INTEGRATED CHARGING POINT OPERATOR (CPO) SERVICES**

ART. 1 - DEFINITIONS

1.1. For the purposes of these Terms and Conditions, besides any other definition included in other parts of this Offer, the following definitions will apply:

- **Application (App):** software dedicated to mobile devices (smartphone or tablet), which allows the interface, activation and payment of Charging Services by the Final Users.
- **Charging Infrastructure:** generally formed by one or more charging stations for public use, it can be defined as a set of interconnected devices, extended from the connection point with a network with third-party connection obligation up to the point set for the connection of electric vehicles for charging purposes, set up in areas and places accessible to the public.



Be Charge Srl

Sede Legale in Milano, via Carlo Bo, 11

Capitale Sociale deliberato € 500.000,00 i.v.

Codice Fiscale e Partita IVA 09957510960

Iscrizione alla C.C.I.A.A. di Milano

R.E.A. MI - n. 2124183

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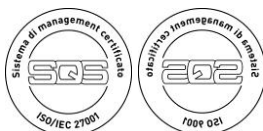
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- **Charging Point**: single power supply point, for charging electric vehicles, available on a Charging Infrastructure.
- **Charging Point Operator (CPO)/Supplier**: subject responsible for the management of public Recharging Infrastructures, that carries on these activities in its own name and on its own (if it is the owner of the electricity supply point) or, alternatively, on the basis of a specific mandate issued by another subject holding the electricity supply point.
- **Charging Services**: set of services offered by the EMP to the Final User owner of the electric vehicle (e.g. display on the map of available charging facilities, electric vehicle charging, etc.).
- **Charging session**: charging session of at least one minute, or with at least 0.1 kWh consumed, of an electric vehicle.
- **Communication Protocol – Roaming Platform**: it is the communication protocol that enables to perform an interoperability integration through an international roaming platform where EMPs and CPOs exchange data and information relating to the Charging Infrastructures (Hsubject, Gireve,..).
- **Roaming Platform**: information system (Hsubject, Gireve,..) that manages the acquisition of data relating to the charging of electric vehicles, the identification and authorization to recharge the Final User of each EMP, as well as the management of additional services (e.g. management of personal data, data transmission in real time etc.).
- **Electric Mobility Provider (EMP)/Principal**: subject which provides the Final Users with the Charging Services for electric vehicles, through agreements entered into with the CPO that manages the public Charging Infrastructures.
- **Final User / Customer**: subject who, by virtue of a specific agreement, a commercial agreement signed with an EMP and / or through the use of an appropriate Application of an EMP, has the right of access to the public Charging Infrastructures in order to recharge an electric vehicle.



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- **Integrated CPO Services**: set of activities for the management of the public Charging Infrastructures including the commissioning of the same (design, authorizations, installation, connection, power supply and maintenance), as well as the management of the operating system through which the functions of monitoring, control and access to the same infrastructures are carried on.
- **Maintenance**: set of actions aimed at maintaining or restoring the system to the state of proper functioning prior to the onset of a problem of any nature (structural, electrical, etc.) without making changes or improvements to the functions performed by the system.
- **Operator's public electric charging network**: set of one or more public electric charging infrastructures (as defined therein) managed by the same Charging Point Operator.
- **Party**: the Principal/EMP or Be Charge S.r.l.
- **Parties**: the Principal/EMP and Be Charge S.r.l
- **Principal/EMP**: the person accepting the Offer of Be Charge S.r.l.
- **RFID Card**: instrument (card or other support) compliant with ISO 14443 AB standard.
- **SLA - Service Level Agreement**: contractual instrument for the level of service offered by a supplier indicating the service metrics (e.g. intervention times, quality of service offered etc.) that must be respected from a service provider vis-à-vis its Final Users or other service providers and the measures or sanctions to be implemented if the agreed service levels are not reached.
- **SDI - Interchange System**: IT system, managed by the Inland Revenue, able to receive invoices in the form of files with predetermined characteristics.
- **Supplier/CPO**: Be Charge S.r.l.

ART. 2 - PURPOSE



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2.1. The Supplier guarantees the supply for consideration of CPO's Integrated Services, in relation to all or part of the Charging Infrastructures for which it plays the role of CPO, allowing the Principal to offer Charging Services to its Final Users.

2.2. The Supplier will communicate to the Principal the list of the Charging Infrastructures in digital form through Aggregator.

2.3. The Supplier guarantees the access to its Charging Infrastructure to Principal not immediately after the acceptance of the offer through the digital Roaming Platform (click) by the Principal, but after a reasonable set-up period, as defined by the Supplier at its sole discretion.

ART. 3 - VALIDITY AND EFFECTIVENESS

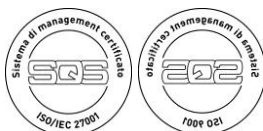
3.1. These Terms and Conditions supersede and replace all other agreements contained in previous deals, including verbal agreements or any other document from the EMP. These Terms and Conditions shall remain in force until otherwise notified in writing, or until new terms and conditions for the provision of CPO's services are issued.

3.2. None of these Terms and Conditions may be deleted, modified, replaced by the EMP without the express written consent of Supplier.

3.3. Any undertakings, promises, representations or warranties given by employees, collaborators or agents of the Supplier and different from these Terms and Conditions or from other documents written and signed by persons having the necessary powers of representation of the Supplier shall have no effect between the Parties.

ART. 4 - DUTIES OF THE CHARGING POINT OPERATOR - CPO

The Supplier, in compliance with the rules of free market and transparency, undertakes to carry out all the Integrated Services of CPO, related to the activities listed therein for managing the Charging Infrastructures, listed below:



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- a) guarantee Charging Points that are technologically accessible to the Final Users of the EMP (e.g. by App, via RFID Card etc.);
- b) to ensure Charging Points easily localized by means of websites or dedicated apps exclusively owned by EMP, available on mobile devices;
- c) allow the EMP to provide its Final Users with services as the status of charging points, start of the charging session, monitoring of the charging process and related interruption, thanks to the interactions between the respective digital platforms based on the specifications required by the Aggregator;
- d) provide a help desk service to the EMP, to guarantee the timely resolution of problems encountered by the Final User: **(i)** for management and administrative reasons (e.g. billing) an *ad hoc* e-mail box will be provided; **(ii)** for technical problems that do not require direct intervention, with the exception of cases relating to "blocked cable" and safety risk (e.g. uncovered cable) an *ad hoc* electronic mailbox will be provided; **(iii)** exclusively for technical matters relating to "blocked cable" and safety risk (e.g. uncovered cable), the EMP will be provided with an assistance number active 24 hours a day, 7 days a week. The EMP can provide the same number to Final Users;
- e) to periodically ensure the monitoring of the efficiency status of the Charging Infrastructures;
- f) provide the following guaranteed service levels to the EMP ("**SLA Objectives**"):
 - i. the immediate intervention upon the receipt of the call to the help desk by the EMP, if the intervention can be carried out remotely (e.g. the user cannot unblock the cable etc.); these SLA Objectives are guaranteed 24 hours a day, 7 days a week;
 - ii. immediate intervention on site within 6 hours from the receipt of the call to the help desk by the EMP in the event of risk or danger for the safety and security of the EMP's customer during the recharge phase which cannot be remedied remotely;
 - iii. in the case of a cable that is blocked and cannot be resolved remotely, the return of the cable to the EMP's customer can take place within 2 working days following notification to the place indicated by the user himself. These SLA Objectives are guaranteed 24 hours a day, 7 days a week.



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ART. 5 - DUTIES OF THE ELECTRIC MOBILITY PROVIDER - EMP

5.1. The Principal must not modify, tamper with, adapt, reproduce and reverse engineering the Charging Infrastructures.

5.2. If it is necessary to correct any malfunctions, increase the functionality or guarantee interoperability, the Principal must desist from remedying it in an autonomous way, promptly communicating the request to the Supplier, that will provide within 30 working days from the request carried out in accordance with what has been provided for by art. 10.6.

5.3. The Principal must not use data and information relating to the Charging Infrastructures (geographical locations, real-time availability, information relating to management activities etc.) for different uses in respect of those expressly provided for herein; the Parties also undertake not to disclose the aforementioned information to third parties who may use them to carry out EMP or CPO activities. This commitment will also affect third parties that carry out aggregation of advanced services using the information of the Charging Infrastructure to offer other services to their Final User.

5.4. In order to assure a certain quality of service to Final Users, the Principal must comply with Operating Procedures as indicated in Annex 1.

ART. 6 - FEES AND PAYMENT TERMS

6.1. For all the CPO Integrated Services referred to in these Terms and Conditions, the Principal will pay the Fees as specified in the following link: <https://www.bec.energy/en/roaming/>

6.2. The Supplier may change the Fees at any time and will be visible directly on the internet site at the above link.

6.3. Invoices can be issued with the periodicity chosen by the Supplier, also in relation to each Charging Session and, if applicable, must be sent exclusively by SDI whose identification codes will be exchanged between the Parties.



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6.4. The payment of the invoices must be made through bank transfer within 15 (fifteen) days from issuing date. Supplier has the right to require to the Principal at any time for the direct debit of the invoices to the bank account.

6.5. The Supplier has the right to require to the Principal at any time a guarantee deposit or a suitable bank or insurance guarantee issued by legal entities having a minimum credit rating of BBB- / Baa3 or issued by institutions of his choice, as security of payments due by the Principal.

ART. 7 – DURATION AND WITHDRAWAL

7.1. This Offer shall be valid and effective until the date indicated in the digital Roaming Platform ("**Final Term**"). It is understood between the Parties that this Offer shall be effective from the date of acceptance of the Offer until the Final Term.

7.2. The Parties agree that each of them will have the right to withdraw from this Offer pursuant to art. 1373 c.c. at any time according to Roaming Platform procedures. It is understood between the Parties that, following the exercise of withdrawal, the Offer will remain active for the remaining time as provided by the platform ("**Prior Notice**"), i.e. the withdrawal will be effective as soon as the Prior Notice will elapse.

The Fees accrued up to the time of exercising the withdrawal shall remain unaffected and therefore due by the Principal to the Supplier.

ART. 8 - LIMITATION OF LIABILITY

The Supplier will be liable for any damage caused to things and / or persons by the Charging Infrastructure, exclusively where the harmful event is not caused by improper use of the Charging Infrastructure by Final Users or it is not otherwise attributable to third parties for reasons other than that.

ART. 9 - CONFIDENTIALITY

9.1 Considering the confidential nature of the information that may be disclosed by one of the Parties ("**Disclosing Party**") to the other Party ("**Receiving Party**") while implementing this Offer, the



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Receiving Party undertakes not to disclose to third parties, in the absence of the written consent by the Disclosing Party, any document, data or information received directly or indirectly or of which it became aware during the execution and / or implementation of this Offer.

9.2. The Receiving Party undertakes not to use documents, data and information provided by the Disclosing Party for purposes that are not strictly connected with the performance of this Offer.

9.3. The obligations referred to in the previous paragraphs will not be applied with regard to information:

- a) that they are or become of public domain without violation by a Party of the confidentiality obligation referred to in this article 9;
- b) of which the Parties become otherwise legitimately aware thanks to a third party not bound by any obligation of confidentiality;
- c) that the Parties bring to the attention of their own consultants (for example auditors), provided that they undertake similar confidentiality obligations;
- d) that must be communicated to third parties in compliance with regulatory obligations or upon request of public authorities.

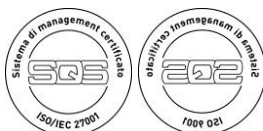
9.4. The provisions of this article 9 will remain effective even in the event of termination of the Offer between the Parties for a period of at least 5 (five) years from its termination.

9.5 Failure to comply by the Receiving Party with the confidentiality obligations referred to in this article 9 will be considered a serious breach to the purpose of termination of the Offer.

ART. 10 - TERMINATION CLAUSE

10.1. The Supplier will have the right to automatically terminate the Offer between the Parties, pursuant to art. 1456 of the Italian civil code, in the following cases:

- a) violation of artt. 5, 6, 9, 12, 13 of these Terms and Conditions;



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- b) failure to comply with payment terms intended as a delay in fulfillment equal to or greater than 15 (fifteen) days;
- c) failure by the Principal to authorize the direct debit of invoices on the bank account pursuant to Article 6.4 of these Terms and Conditions within 20 (twenty) days from the request;
- d) failure by the Principal to issue the payment guarantee pursuant to art. 6.5 of these Terms and Conditions within 20 (twenty) days from the request.

10.2. The Principal will have the right to automatically terminate the Offer, pursuant to art. 1456 of the Italian civil code, in the following cases:

- a) violation of any of the SLA Objectives pursuant to art. 4, lett. f) of these Terms and Conditions;

ART. 11 - MISCELLANEOUS

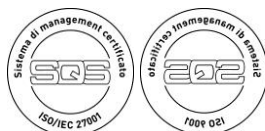
11.1. If any provision of these Terms and Conditions will be considered void, annulable or, more generally, ineffective, this defect will not lead to the void, annulment or ineffectiveness of the remaining provisions of these Terms and Conditions.

11.2. Failure of any Party to proceed on a breach of these Terms and Conditions by the other Party shall neither constitute a waiver of any such option, right or privilege or the performance thereof nor shall be deemed a waiver of such breach of future breaches unless a waiver is expressly given and is evidenced by a properly executed instrument in writing.

11.3. Any communication to be made under these Terms and Conditions must be made by written agreement, by registered mail with return receipt, or by courier, to the following addresses, or to those subsequently indicated from the Supplier:

In the attention of **BE CHARGE S.R.L.**

PEC: bechargesrl@legalmail.it



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e-mail: roaming@bepower.com

11.4. For all matters not covered by these Terms and Conditions, the rules of the Italian civil code, the law, the uses and customs will apply.

ART. 12 – PROCESSING OF PERSONAL DATA

12.1 The Parties hereby mutually guarantee, within their sphere of competence, to comply with their respective obligations imposed by the applicable personal data protection law.

12.2 The Parties acknowledge that they act as independent data controllers and undertake to operate in full compliance with the personal data protection law applicable to them in relation to the personal data processing activities connected to the performance of this Offers.

12.3 In this regard, the Principal shall indemnify and hold harmless the Supplier from any prejudice deriving from the failure to perform or the incorrect performance of the aforementioned obligations. In Particular, the Principal undertakes to indemnify the Supplier in the event of any damages, costs, expenses (including legal expenses) incurred by the imposition of administrative sanctions and/or petitions filed by interested parties on the basis of their rights under current applicable law on the protection of personal data, as well as any other dispute raised by competent supervisory authorities, where liability arises out of any act or omission of the Principal.

ART. 13 – MODEL OF ORGANIZATION, MANAGEMENT AND CONTROL PURSUANT TO LEGISLATIVE DECREE 231/2001 (“DECREE”)

13.1 The Principal hereby declares to have taken vision and have knowledge of: (a) the general standards of transparency relating to the sensitive activities covered by the Model 231 pursuant to legislative decree 231/2001 and Eni’s Code of Ethics adopted by the Supplier, (b) the “Anti-Corruption Management System Guideline” of Eni, and (c) Eni’s declaration relating to human rights. The documents referred to in sub-clauses (a), (b) and (c) above are available at www.eni.com.



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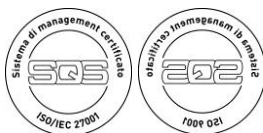
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13.2 The abovementioned documents have been drawn up on the basis of applicable norms and international best practices, which the Principal undertakes to respect.

ART. 14 – LAW AND JURISDICTION

14.1 These Terms and Conditions are governed by Italian law.

14.2 For any dispute arising out in relation to the validity, interpretation, execution and termination of these Terms and Conditions the exclusive jurisdiction is understood to be by the Parties established in Milan.



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Annex 1 – OPERATING PROCEDURES

Interoperability with Charging Point Operator BE CHARGE

The E-mobility Service Provider (from now on, the “MSP”) who signs this offer to all certify that they have the following requirements:

- i. The MSP must provide its own customers with a I level support reachable by phone (24/7, EN).
- ii. The MSP must provide the CPO with a back office e-mail (business hours, EN).
- iii. The MSP must provide the CPO with e-mail and telephone contacts of at least one reference person with operational skills.
- iv. The MSP must have filled in the contact form on the Roaming Platform with all the information above.

Moreover, the MSP does agree to:

- v. Implement the operational procedures as presented in this document.
- vi. Schedule a kick-off meeting (KOM) within 5 business days, if required by CPO or in case the EMP is not able to fulfil the requirements above.

OPERATING PROCEDURES

1. Definition of workflow / decision management issue

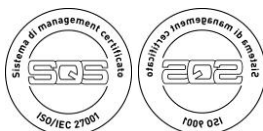
MSP thanks to its Call Center provides support to MSP’s users (from now on, the “User”).

Standard engagement with CPO Call Center (from now on, the “CPOcc”), limited to very specific cases, requires the User to call MSP Call Center (from now on, the “MSPcc”) and that the latter contacts CPOcc at the phone number provided in the CPO contact form on Roaming Platform.

Once in contact, MSPcc will confirm the User's identity to CPOcc in a unique way through the exchange between Call Center operators of the User's token id and EVSE label asking for support and explaining the issue occurring.

The only cases when MSPcc and CPOcc are asked to be in direct contact are the following:

- a. The User notifies MSPcc a cable unlocking failure or finishing charging issue.
 - i. If the User is unable to end the charging session, unlock the charging cable from the EVC or free the EV from the EVC following the standard procedures, MSPcc will contact CPOcc asking them to perform an Unlock command on the specified EVSE while keeping in touch with the User.



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- In case of successful outcome, no other action is required.
 - In case of unsuccessful outcome, if the user authorized the MSPcc to give his telephone contact, the CPOcc, informed by MSPcc, will contact the User and put in place what is necessary to solve the problem.
 - ii. In case all the actions taken by the CPOcc do not allow the resolution of the problem occurred (e.g. the charging cable cannot be released) the CPO will schedule on-field intervention.
- b. The User notifies MSPcc that an EVC managed by CPO presents a situation of danger or missing safety. MSPcc notifies CPOcc with EVSE label and/or EVC address asking for prompt intervention.

Any request for support or investigation originating by either MSP or CPO which does not fall into the previous cases and therefore does not require immediate resolution, must be handled between MSP and CPO via e-mail as provided in the CPO contact form on Roaming Platform and using the template of communication as provided in point 2.

Any deviations from the standard procedure, such as MSP users directly calling CPOcc (e.g. CPO phone number printed on the EVC) will be managed as follows:

- c. The User notifies CPOcc a cable unlocking failure or finishing charging issue. CPOcc will ask the User some questions regarding operational information (e.g. at what time the charging session started, which is the EVSE label, which is the EVC address). If the answers are consistent with what is shown on the CPO backend, CPOcc will provide assistance to the User. Otherwise, CPOcc will suggest the User to contact MSPcc.
- d. The User notifies CPOcc that he is unable to start a charging session from MSP APP or using MSP RFID card. CPOcc will suggest the User to contact MSPcc.
- e. The User notifies CPOcc that CPO's EVC is out of order or does not allow charging or has been damaged. CPOcc will follow internal procedure to solve the issue. CPOcc will suggest the User to search for another charging station using MSP APP if a charging transaction is required.
- f. In all other cases: CPOcc will suggest the User to contact MSPcc.



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2. Template of communication via email

The following communication template contains the minimum set of information that needs to be shared to allow correct troubleshooting of any event/issue.

Date and time	Date and time expressed in UTC when the event occurred in the format dd/mm/yyyy hh:mm (whenever the exact time is not available, an indicative time is useful for troubleshooting)
EVSE id	EVSE where the event/issue occurred
Token	Token affected by the event/issue
CDR id	Charging Data Record affected by the event/issue
Event	Brief description of the event/issue



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