

Public Offer

This Public Offer Agreement is concluded between MobEnergy Hub.com (hereinafter — “**Provider**”) on the one hand and any person who accepts (agrees to) this Public Offer Agreement (hereinafter — “**User**”) on the other hand; hereinafter jointly — the “**Parties**”, and separately — a “**Party**”.

The Agreement is addressed to an unlimited number of persons and constitutes the Provider’s official public offer (“**Offer**”) to conclude an agreement on the terms set out below.

1. DEFINITIONS

1.1 **Website** — the Provider’s website located at <https://mobenergyhub.com>.

1.2 **Products** – mobile energy hubs, charging stations, battery modules, and any ancillary hardware offered by MobEnergy.

1.3 **Software Platform** – the Mobility Energy OS, web and mobile applications, and related APIs provided by MobEnergy.

1.4 **Services** – deployment, rental, sale, maintenance, consulting, pilot design, or any other professional services rendered by MobEnergy.

1.5 **Order** – a Client request (purchase order, signed quotation, or online checkout) specifying Products and/or Services, pricing, quantities, delivery terms, and other particulars.

2. Acceptance and Commissioning

2.1 **Inspection Period** – The Client shall inspect Products and Services within five (5) calendar days of delivery or completion and notify MobEnergy in writing of any non-conformities. Absent such notice, Products and Services are deemed accepted.

2.2 **Commissioning Tests** – Where on-site deployment or installation is included in the Order, the Parties shall jointly carry out commissioning tests according to MobEnergy’s standard test protocol (or a protocol agreed in the Order). Successful completion of these tests will be recorded in an *Acceptance Certificate* signed by both Parties.

2.3 **Punch-List Items** – If the Client identifies non-conformities during inspection or commissioning, the Parties will agree on a written punch list. MobEnergy shall remedy the listed items within a reasonable timeframe, after which the affected Products / Services shall be re-tested and deemed accepted unless the Client provides further written notice within three (3) days.

2.4 Deemed Acceptance by Use – Commencing commercial or operational use of the Products for more than forty-eight (48) consecutive hours constitutes deemed acceptance, even if the formal Acceptance Certificate has not yet been signed.

2.5 Partial Acceptance – The Parties may agree to partial acceptance of distinct components (e.g., hardware delivered ahead of software activation). Warranty periods for each component start upon the respective acceptance date.

2.6 Training & Handover – Upon acceptance, MobEnergy will provide the Client with handover documentation, user manuals, and up to four (4) hours of remote training at no additional charge.

3. SUBJECT OF THE AGREEMENT

3.1 MobEnergy undertakes to supply Products and/or perform Services as described in the Client's Order, and the Client undertakes to pay for and accept such Products / Services under the terms of this Agreement.

3.2 A detailed description of the Services is posted in the Website.

4. SERVICE FEES

4.1 Services selected on the Website are provided on a paid basis. Pricing specifics are discussed directly with the Client.

4.2 Client shall pay invoices within 14 calendar days of issue, by wire transfer or other agreed method.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 Obligations of MobEnergy

5.1.1 Supply the Products and perform the Services in accordance with this Agreement and the applicable Order.

5.1.2 Provide the Client with relevant documentation, user manuals, and reasonable technical assistance.

5.1.3 Comply with all applicable laws, regulations, and industry standards in the performance of the Agreement.

5.1.4 Remedy any defect covered by the warranty within a reasonable period after notice.

5.2 Rights of MobEnergy

- 5.2.1 Receive timely payment for all Products and Services supplied.
- 5.2.2 Suspend performance or withhold delivery in the event of late or non-payment by the Client.
- 5.2.3 Rely on the accuracy of information, site access, and cooperation provided by the Client.
- 5.2.4 Use the Client's name and logo as a reference in marketing materials, unless the Client objects in writing.

5.3 Obligations of the Client

- 5.3.1 Pay all invoices within the agreed payment terms.
- 5.3.2 Provide accurate information, timely decisions, and site access (including utilities and permits) necessary for installation and commissioning.
- 5.3.3 Operate and maintain the Products in accordance with MobEnergy's manuals and all applicable laws and safety regulations.
- 5.3.4 Refrain from reverse-engineering, disassembling, or otherwise tampering with the Products or Software Platform.

5.4 Rights of the Client

- 5.4.1 Receive Products and Services that conform to the specifications set out in the Order.
- 5.4.2 Access standard support and any additional service levels purchased.
- 5.4.3 Request warranty service for defects covered under **Section 8**.
- 5.4.4 Use the Software Platform under the licence granted in **Section 10** for the duration of the subscription period.

5.5 Mutual Obligations

The Parties shall act in good faith, cooperate, and promptly communicate any circumstances that may affect the timely and proper performance of this Agreement.

6. INTELLECTUAL PROPERTY

- 6.1 Ownership of the Website, and any related content belongs to the Provider or lawful third parties.
- 6.2 All IP objects on the Website are the Provider's property.
- 6.3 The Provider may legally use third-party IP based on licences or agreements.
- 6.4 The Provider grants the User a free, limited, non-exclusive, revocable, non-transferable licence to access the Platform during this Agreement.

6.5 Nothing shall be construed as transferring economic IP rights beyond what is necessary to perform the Agreement.

7. LIABILITY

7.1 **General Principle** – Each Party is liable for direct damages it causes to the other Party by breach of this Agreement, subject to the limitations set forth below.

7.2 **Cap on Liability** – To the maximum extent permitted by applicable law, MobEnergy's total cumulative liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the total amounts actually paid by the Client under the Order giving rise to the claim during the twelve (12)-month period preceding the event from which the liability arose.

7.3 **Exclusion of Consequential Damages** – Neither Party shall be liable for any indirect, incidental, special, punitive, or consequential damages of any kind (including but not limited to loss of profits, loss of revenue, loss of data, or business interruption), even if advised of the possibility of such damages.

7.4 **Client Indemnification** – The Client shall indemnify, defend, and hold harmless MobEnergy and its affiliates, officers, directors, and employees from and against any and all third-party claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of: (a) the Client's use of the Products or Software Platform in violation of this Agreement or applicable law; (b) the Client's negligence or wilful misconduct; or (c) any modification or integration of the Products not authorised by MobEnergy.

7.5 **Exclusive Remedies** – The remedies expressly provided in this Agreement constitute the Parties' sole and exclusive remedies, and each Party waives all other remedies at law or in equity.

7.6 **Insurance** – MobEnergy maintains product liability and professional indemnity insurance in commercially reasonable amounts. Copies of insurance certificates are available upon written request.

8. APPLICABLE LAW & DISPUTE RESOLUTION

8.1 This Agreement shall be interpreted in accordance with the laws of Ukraine.

8.2 Disputes are resolved by negotiation; failing that, by the competent Ukrainian court.

9. FORCE MAJEURE

9.1 The Parties are not liable for failure to perform due to force majeure.

9.2 Force-majeure events include floods, pandemics, earthquakes, wars, strikes, government actions, cyber-attacks, etc.

9.3 The affected Party must notify the other within five (5) calendar days.

9.4 The Parties shall mitigate the impact of force-majeure events.

9.5 The duration of force majeure extends deadlines. If it lasts more than three (3) months, either Party may terminate the Agreement on ten (10) days' written notice.

9.6 Force-majeure must be confirmed by a certificate of the Ukrainian Chamber of Commerce and Industry.

10. TERM & TERMINATION

10.1 **Term** – This Agreement enters into force on the Effective Date and remains in effect until terminated in accordance with this Section.

10.2 **Termination for Convenience** – Either Party may terminate this Agreement or any individual Order for convenience by providing thirty (30) days' prior written notice to the other Party.

10.3 **Termination for Cause** – Either Party may terminate this Agreement or any Order immediately upon written notice if the other Party: (a) materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice; (b) becomes insolvent, is dissolved, makes an assignment for the benefit of creditors, or is the subject of bankruptcy or restructuring proceedings; or (c) repeatedly fails to perform its material obligations, creating reasonable grounds to expect future non-performance.

11. PERSONAL DATA PROCESSING

11.1 By accepting the Offer, the User consents to processing personal data under the Law of Ukraine "On Personal Data Protection".

11.2 If the User submits third-party data, he/she guarantees lawful access and consent.

11.3 The User consents to data transfer to Instructors providing the Services.

12. MISCELLANEOUS

12.1 Entire Agreement & Precedence – This Public Offer, together with any signed Order Form/SOW, is the complete contract. A Change Order overrides an Order Form; an Order Form overrides the Offer.

12.1 Independent Contractors & Assignment – The Parties act as independent contractors. The Client may not transfer its rights without the Provider’s written consent (except in a merger); the Provider may assign to an affiliate or successor.

12.1 Amendments & Notices – The Provider may update this Offer by posting a new version on the Website; continued use equals acceptance. Any change to an Order Form/SOW must be in writing (e-signatures allowed). Formal notices are valid when sent by courier, registered mail, or e-mail.

12.1 Severability & Survival – If any clause is held invalid, the rest remains effective. Key clauses on Confidentiality, IP, and Liability survive termination.

13. PROVIDER’S DETAILS

MobEnergy Hub LLC

E-mail: welcome@mobenergyhub.com