



CONNEKT GROUP LIMITED (SC721355) (“Connekt”)

Management Terms and Conditions

1 DEFINITIONS

- 1.1 “Customer” means the person who engages the Services from Connekt;
- 1.2 “Services” means the Services supplied as described in the Options Document (as defined herein) ;
- 1.3 “Installation Requirements” means any written installation requirements with respect to the Services issued by Connekt to the Customer together with the supply of the Services;
- 1.4 “Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.5 “Invoice” means the invoice or receipt issued by Connekt to the Customer with respect to the supply of the Services;
- 1.6 “Options Document” means the options document as attached to these terms and conditions;
- 1.7 “Subscription Revenue” means the price agreed in exchange for the network services provided by Connekt (either Tier 1, Tier 2 or Tier 3) as specified in the Options Document.
- 1.7 “User Guide” means any written guide for the operation and maintenance of the Services that may be issued from time to time by Connekt to the Customer together with the supply of the Services.
- 1.8 “Unrecoverable Costs” means any costs incurred by Connekt related to the Customer’s order of Services and Installation Services which cannot be recovered in the event of an order cancellation or change, including but not limited to costs for: (i) the site assessment and design work conducted for the Customer’s Premises; (ii) any licences or authorisations required from the Distribution Network Operator (DNO), other local authorities, or third parties for the installation of Services at the Customer’s Premises; (iii) standing time associated with the labour assigned to perform Installation Services; and (iv) any Services that have been specially ordered for the Customer’s Premises.
- 1.9 “Charge Point” means any EV charging station installed or supplied by Connekt.
- 1.10 “Maintenance Revenue” means the fee for all maintenance subscriptions relating to a Charge Point as agreed in the Options Document.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to the supply of Services by Connekt to the Customer to the exclusion of all other terms and conditions referred to, implied, offered or relied on by the

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Customer, by trade, custom, practice or in the course of dealing, whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Customer. The Customer has selected the Services as described in the Options Document with the corresponding fees.

2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Connekt.

2.3 Terms and Conditions may be updated from time to time by Connekt. These Terms and Conditions shall apply to the sale of Services occurring on or after 30 June 2022. If you have questions on previous Terms and Conditions that cover the sale of Services before this date, please email us at info@connektgroup.com

3 PRICE AND PAYMENT

3.1 The price for the Services shall be that price stated in the Options Document plus any Retained Revenue, Maintenance Revenue and Subscription Revenue . The price is exclusive of VAT or any other applicable costs which shall be the sole responsibility of the Customer.

3.2 Subject to clause 3.3 and unless otherwise agreed in writing between the Customer and Connekt, payment of the price and VAT and any other applicable payments under these Terms and Conditions shall be due from the Customer by credit/debit card or bank transfer payment against an Invoice upon ordering the Services from Connekt.

3.3 Connekt may (at its sole discretion and subject to credit checking) extend credit terms to the Customer upon terms to be agreed between the Customer and Connekt.

3.4 Connekt shall be entitled to charge interest on overdue payments from the date when payment becomes due from day to day until the date of payment is received in full by Connekt at a rate of 4.00% per annum above the base rate of the Bank of England.

3.5 If any payment in respect of the Services or part thereof is not made when due, Connekt shall be entitled to:

3.5.1 require payment in advance of delivery in relation to any goods not previously delivered;

3.5.2 refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the Customer for non-delivery or any delay in delivery; and/or

3.5.3 terminate the contract with the Customer.

3.5.4 suspend the Services until such time as full payment is made;

3.5.5 withhold all monies held by Connekt in respect of the Services; and/or

3.5.6 retain all revenue generated by each Charging Station.

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3.6 If the Customer cancels the order after fourteen (14) days from the date of order placement, the Customer shall be required to pay Connekt for all Unrecoverable Costs that Connekt has incurred related to the installation of Services at the Customer's Premises.

3.7 If the Customer requests changes to the order after fourteen (14) days from the date of order placement, Connekt shall provide a revised Invoice which includes an updated amount due by the Customer or any reimbursement owed Connekt. Connekt reserves the right to include any Unrecoverable Costs on the revised Invoice. Any amounts due by the Customer or any reimbursement owed by Connekt, as detailed on the revised Invoice, shall be paid within 30 days of the date of issuance of the revised Invoice.

4 DESCRIPTION

4.1 Any samples, drawings, descriptive matter or advertising issued by Connekt and any descriptions of the Services or illustrations or descriptions contained in Connekt's data sheets or brochures are issued or published for the sole purpose of giving an approximate idea of the Services or services described in them shall not form part of the contract with the Customer or have any contractual force. Any description given or applied to the Services is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Customer hereby affirms that it does not in any way rely on any description when entering into the contract with Connekt.

4.2 The Services are described in Connekt's data sheets, brochures, websites and the Options Document. Connekt reserves the right to amend the specification for the Services if required by any applicable statutory or regulatory requirement, and Connekt shall notify the Customer in any such event.

5 CHANGES IN SITE USE

5.1 As denoted in the Options Document, the Customer shall elect that the Charge Point is either for Public Use or Private Use. The Customer acknowledges and accepts that such an election is a binding choice.

5.2 In the event that the Customer wishes to change the Charge Point from Public Use to Private use, or vice versa, will result in additional costs that shall be at the sole discretion of Connekt. Connekt may elect to enforce that the Customer pays a sum equivalent to the Maintenance Revenue, Subscription Revenue and Retained Revenue as though the change had never occurred for the full Term.

6 RISK

Risk of loss and damage to the Charge Point shall pass to the Customer when the Charge Points are installed at the Customer's premises, except that if the Charge Point's are delivered and stored at the Customer's premises prior to installation, risk of loss and damage to the Charge Points shall pass

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to the Customer during such period of storage. If the parties have agreed that the Customer shall install the Charge Points itself, risk of loss and damage to the Charge Points shall pass to the Customer upon delivery.

7 INSTALLATION

7.1 If Connekt is responsible for installing the Charge Point, Connekt or any such 3rd party instructed by Connekt shall perform such services (for full terms and conditions in respect of the installation of Services can be viewed at connektcharging.com):

7.1.1 with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;

7.1.2 in accordance with the descriptions and specifications set out in the Installation Requirements; and

7.1.3 in accordance with all applicable law.

7.2 If the Customer or any contractor, employee, servant or agent of the Customer (or any person other than Connekt or one of its contractors) installs the Services, Connekt shall have no liability to the Customer arising in contract, tort, negligence or otherwise for any the design, workmanship, equipment and materials provided with respect to such installation.

8 SOFTWARE AND DATA

8.1 As part of the supply of the Services, and in consideration of the licence fee as detailed in the Options Document, the Customer shall be given access by to Connekt's online portal service providing the Customer with [electric usage data with respect to the Services for a period to be agreed between the Parties. For the avoidance of all doubt, Connekt own and will continue to own the associated software, firmware and all Intellectual Property Rights associated with the software and firmware.

8.2 The Customer acknowledges that at the end of the data package period described in clause 8.1, access to Connekt's online portal service shall be withdrawn unless the Customer enters into a separate written agreement with Connekt for the ongoing provision of the services. The fees for the ongoing provision of online portal shall be available from Connekt on request.

8.3 By using the Connekt's online portal services, the Customer confirms that it understands that:

8.3.1 electric usage data will be collected from the Services during any period in which the Customer has access to the online portal service;

8.3.2 electric usage data provided by the online portal service is provided for information purposes and the online portal service shall not be considered or used as an electricity meter;

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8.3.3 electric usage data provided by the online portal service is subject to the performance of the relevant mobile phone operator, mobile phone signal and/or the quality of data transmission; and

8.3.4 Connekt shall not be held responsible for the delivery or accuracy of any of the electric usage data provided.

8.3.5 they are growing the Connekt network and are not creating any residual or separate network.

8.4 Connekt withholds the right to disable and/or de-commission the Services at any time if Connekt believes (acting reasonably) that the Customer has abused or misused the Services or any of the electric usage data provided.

8.5 For the purposes of this clause 8, ("**Software**") shall include all software relating to the use of the Services. Except with the written consent of Connekt, the Customer undertakes to not:

8.5.1 copy the Software including the source code;

8.5.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;

8.5.3 make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

8.5.4 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

(a) is used only for the purpose of achieving inter-operability of the Software with another software program;

(b) is not disclosed or communicated without our prior written consent to

any third party to whom it is not necessary to disclose or communicate it; and

(c) is not used to create any software which is substantially similar to the Software;

8.5.5 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

8.5.6 to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;

8.5.7 to include our copyright notice on all iterations of the Software;

8.5.8 not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from us; and

8.5.9 to comply with all applicable technology control or export laws and regulations.

9 LIABILITY

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9.1 All implied terms, conditions, representations or warranties as to the correspondence of the Services to any description or the satisfactory quality of the Services or the fitness of the Services for any purpose whatsoever (whether made by Connekt or not) are, to fullest extent permitted by law, hereby excluded from the sale of the Services to the Customer under these Terms and Conditions.

9.2 The Customer shall indemnify Connekt and/or any of Connekt's contractors, servants, employees and agents against any claim, loss or damage (including indirect and consequential losses), injury, fine or penalty suffered as a result of any act, omission or breach of these Terms & Conditions including the use of the Services that is not in accordance with the User Guide or any interference, opening up, tampering, modification of or with the Services, in each case, by the Customer or persons for whom the Customer is responsible.

10 LIMITATION OF LIABILITY

10.1 Nothing in the Terms and Conditions limits any liability of either party which cannot legally be limited, including but not limited to liability for:

10.1.1 death or personal injury caused by negligence;

10.1.2 fraud or fraudulent misrepresentation; and

10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.2 Subject to clause 10.1, Connekt's total liability to the Customer shall not exceed the price paid for the Services. Connekt's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the sale of the Services.

10.3 To the extent permitted by applicable law and save as provided by clause 12.1, neither party shall be liable to the other with respect to the following types of loss:

10.3.1 loss of profits;

10.3.2 loss of sales or business;

10.3.3. loss of agreements or contracts;

10.3.4 loss of anticipated savings;

10.3.5 loss of use or corruption of software, data or information;

10.3.6 loss of or damage to goodwill; or

10.3.7 indirect or consequential loss.

11 INTELLECTUAL PROPERTY RIGHTS

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All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of Connekt, and the Customer shall do all that is reasonably necessary to ensure that such rights vest and remain vested in Connekt by the execution of appropriate instruments or the making of agreements with third parties.

12 FORCE MAJEURE

Connekt shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and Connekt shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as Connekt considers unreasonable, it may, without liability on its part, terminate the contract with the Customer.

13 RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

14 ASSIGNMENT AND SUB-CONTRACTING

The contract between the Customer and Connekt for the supply of Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Customer, without the prior written consent of Connekt.

15 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

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16 SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17 PERSONAL INFORMATION AND USAGE DATA

17.1 Connekt undertakes that personal information of the Customer will be safeguarded and processed in accordance with the requirements of the Data Protection Act 2018 as set out in our Customer Privacy Notice.

17.2 The Customer gives its permission for government departments, public bodies, utilities, licensed energy suppliers and Connekt to use the electric usage data from the Services (in an anonymised form) to inform future strategy and policy development.

18 ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND ETHICAL COMPLIANCE

18.1 The Customer agrees and undertakes that, in connection with these Terms and Conditions and any transactions under them, it will comply with all applicable anti-money laundering and anti-corruption laws, rules and regulations, decrees and/or official government orders of the United Kingdom, the United States of America, and of any country where the Services will be transported or distributed to or from in connection with these Terms and Conditions and any transaction under them.

18.2 The Customer warrants and undertakes that, in connection with these Terms and Conditions and any transactions under them nor any other person acting on its behalf, has made, offered, promised to make or authorized, or will make, offer, promise to make or authorize, any payment or other transfer of anything of value, directly or indirectly to:

18.2.1 any government official;

18.2.2 any director, officer, or employee of Connekt or any of its affiliates;

18.2.3 any political party, official of a political party, or candidate for public office;

18.2.4 an agent or intermediary for payment to any of the foregoing; or

18.2.5 any other person or entity,

In each case, for the purpose of obtaining or influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, if such payment or transfer would violate or be inconsistent with the principles of any applicable anti-corruption legislation, including but not limited to the anti-corruption laws of the United Kingdom, the United States of America or of any **CONNEXT GROUP LIMITED (SC721355) ("Connekt")**



country where Services will be transported or distributed to or from in connection with these Terms and Conditions.

18.3 For the purposes of this clause, the term “government official” shall include any minister, deputy minister, manager, civil servant, director, officer, or employee of any government or any department, agency or instrumentality of any government, and/or of any public sector company or an enterprise in which a government owns a majority or controlling interest, and/or of any public international organization. This term also includes any police or military personnel and any person acting in any official, administrative or judicial capacity for or on behalf of any such government or such department, agency, instrumentality, company or public international organization.

18.6 The Customer confirms that it has carefully reviewed these Terms and Conditions and any transactions under them.

19 MONETISATION

19.1 It is agreed and accepted that in return for the supply of Services Connekt shall retain the revenue % as specified in the Options Document in respect of each charging station (“**Retained Revenue**”).

19.2 The Purchaser accepts that 100% of the total revenue generated by each charging station will be paid directly to Connekt. Once in receipt of cleared funds, Connekt shall deduct the Retained Revenue before making payment of the balance generated by each charging station [subject to the deduction of reasonable administration expenses including a £45.00 administration fee] on the final day (“**Payment Date**”) of each calendar month (“**Purchaser Revenue**”).

19.3 In the event that the Purchaser requests more frequent Payment Dates, Connekt reserve the right to charge an additional fee of £100.00 for each additional payment date requested.

19.4 Connekt reserve the right to withhold the whole or part thereof the Purchaser Revenue in the event that the Customer has defaulted on any of its obligations under these Terms and Conditions.

20. TERMINATION

20.1 The Customer hereby agrees, acknowledges and accepts that, unless specified in the Options Document, all agreements entered into with Connekt are for a minimum period of 60 (sixty) months (“**Term**”).

20.2 In the event that the Customer wishes to terminate the agreement before the end of the Term (“**Early Termination**”), the Customer must pay on demand to Connekt all monies due (including but not limited to: the Retained Revenue, the Subscription Revenue and the Maintenance Revenue) as though the agreement completed the Term.

20.3 In relation to clause 20.2 the Retained Revenue due to Connekt in the event of Early Termination shall be calculated as follows:

20.3.1 An average of the monthly Retained Revenue generated by Connekt since commencement of the Term multiplied by the number of months remaining on the Term with an additional uplift of 15% year on year until the end of the Term.

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20.4 In relation to clause 20.2, the Subscription Revenue due to Connekt in the event of Early Termination shall be calculated as follows:

20.4.1 An average of the monthly Subscription Revenue generated by Connekt since commencement of the Term multiplied by the number of months remaining on the Term with an additional uplift of 15% year on year until the end of the Term.

20.5 In relation to clause 20.2, the Maintenance Revenue due to Connekt in the event of Early Termination shall be calculated as follows:

20.5.1 An average of the monthly Maintenance Revenue generated by Connekt since commencement of the Term multiplied by the number of months remaining on the Term with an additional uplift of 15% year on year until the end of the Term.

20.6 Monetising license fees and network rentals charged by Connekt to the client included in the Options Document overleaf will also be payable on demand as if the Term had been fully completed in the event of Early Termination.

21 GOVERNING LAW

These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Scotland.

22 JURISDICTION

Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or their subject matter or formation.