

CONTRACT ON THE PROVISION OF SERVICES OF CHARGING BATTERIES OF ELECTRICAL VEHICLES

This Contract is the contract of affiliation as defined by the provisions of Article 634 of the Civil Code of Ukraine, which is concluded between the Contractor – the person providing the service in accordance to the subject matter of this Contract, and the Client – any person who intends to receive the Services provided under this Contract, and confirmed such intention by registering in the Contractor's system or entered the account in the Contractor's system and is therefore considered to be familiarized with the provisions of the Contract, accepted them and gave consent to the storage and processing of their personal data in connection with the provision of the relevant Services.

1. SUBJECT OF THE CONTRACT

1.1. The Contractor under this Contract provides services of charging the batteries of electric vehicles of Customers using the charging stations (hereinafter - "Services").

1.2. The Client agrees to pay to the Contractor for the Services by making a preliminary deposit to the Client's personal account in the Contractor's system.

2. PAYMENT OF SERVICES

2.1. The specific cost of the Services is established in accordance with the tariffs, which are calculated separately for each charging station.

2.2. Tariffs for each charging station are specified in the mobile application of the Contractor.

2.3. Payment for the Services is made by depositing funds on the personal account of the Client in the Contractor's system in the amount of at least UAH 200.00. . 2.4. In case of direct receipt of the Services by the Client, the write-off of funds from the personal account of the Client in the Contractor's system committing in the amount of the cost of the Services, determined in accordance with the provisions of clauses 2.1, 2.2. of the Contract.

2.5. The minimum amount of fund that can be paid on the personal account of the Client in the Contractor's system is UAH 200.00.

2.6. The Client's cash funds, which enter the Contractor's bank account and, in future, on the Client's personal account in the Contractor's system, are a prepayment for the further receipt of the Services and are not the subject to return to the Client under any conditions.

2.7. The Contractor is not obligated to provide the Services to the Client, if the amount of funds in personal account of this Client is less than UAH 199.00.

2.8. On condition of payment of the Services, in accordance with the provisions of Section 2 of the Contract, the Client is entitled to receive Services using free charging stations, information of which available on the Contractor's site and in the mobile application of the Contractor.

2.9. All payments shall be made pursuant to official exchange rate of National Bank of Ukraine at the date of payment.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT

3.1. The Client is entitled to:

3.1.1. receive from the Contractor complete and accurate information on the cost and procedure for the provision of the Services on the Website of the Contractor and in the mobile application of the Contractor;

3.1.2. pay for the Services by depositing funds on the personal account of the Contractor's system at any time.

3.2. The Contractor is entitled to:

3.2.1. to introduce additional paid services or to change the value of the Services, the amounts of funds specified in clauses. 2.5., 2.7. of Contract;

3.2.2. make amendments to the Contract and place relevant information on the Contractor's website and on the Contractor mobile application unilaterally;

3.2.3. store and process personal data of the Client, which was provided to the Contractor during the provision of the Services;

3.2.4. change the location of charging stations, their technical parameters, increase or reduce their number;

3.2.5. desist from the returning of funds which was entered into the personal account of the Client in the system of the Contractor;

3.2.6. suspend the provision and, in the future, not to provide Services to the Client which violates the terms of the Contract, in particular with regard to compliance with the Client's obligations under clause 3.3. of the Contract, and / or did not pay of the amount of penalties provided for in clause 5.1. of the Contract.

3.3. The Client is obliged to:

3.3.1. take care of the property used by the Client for the direct receipt of the Services;

3.3.2. do not disseminate inaccurate information regarding the Contractor or provision of the Services by the Contractor;

3.3.3. do not disclose Confidential Information.

3.4. The Contractor is obliged to:

3.4.1. provide to the Client information on the actual terms of the Contract and the terms and conditions of the provision of the Services, in particular the cost of the Services, the location of the charging stations on the Contractor's site and in the mobile application of the Contractor;

3.4.2. ensure the proper functioning of the support service.

4. CONFIDENTIAL INFORMATION

4.1. All information in any form that belongs to the Contractor, or disclosed or provided in any way by the Contractor or on his behalf to the Client and relates to the provision of the Services, including their payment, data on charging sessions (hereinafter referred to as "Confidential Information"), considered confidential. The Client warrants that he will maintain strict confidentiality of Confidential Information and will not disclose Confidential Information to any third party or use Confidential Information for any purpose other than the execution of this Contract without the prior written consent of the Contractor. Upon termination of this Contract, the Client will take all measures required by the Contractor regarding materials relating to any Confidential Information, including, without limitation, the destruction of such materials or their return to the Contractor, removal from the information storages.

4.2. The Client will not publish or report for the publication any information concerning this Contract, or in which the Contractor is mentioned, or refers to the name of the Contractor, its affiliated companies or related companies, or their respective employees, trustees, officials or representatives, or trademarks or trade names of the Contractor or its affiliated or related companies without the prior written consent of the Contractor.

4.3. The Client within ten working days from the date of expiration of this Contract or its early termination returns to the Contractor any information belonging to the latter, including all copies thereof.

5. RESPONSIBILITY

5.1. The Contractor has the right to determine the amount of penalties to be paid by the Client in the event of the Client committing the following violations:

5.1.1. negligent handling of property used by the Client for the direct receipt of the Services;

5.1.2. the dissemination of inaccurate information regarding the Contractor or the provision of the Services by the Contractor;

5.1.3. disclosure of Confidential Information.

5.2. After revealing the fact of commission by the Client of violations specified in clause 5.1. of the Contract, Contractor in each individual case, determines the amount of penalties to be paid by the Client for such violation, which is reported in writing (by e-mail) to the Client.

5.3. In case of payment of the amount of penalties provided in clause 5.1. of the Contract the Contractor may continue providing the Services to the Client.

6. OTHER CONDITIONS

6.1. Amendments to the Contract come into force from the moment of their publication as part of the text of the Contract on the Contractor's site and in the mobile application of the Contractor.

6.2. In case of disContract with the amendments to the Contract made by the Contractor, the Client shall immediately (from the date of discovery of such disContract by sending a written notification to the Contractor's electronic address) terminate the receipt of the Services. If Client continues to receive the Services, it is deemed that he has agreed with the changes previously made to the Contract.

6.3. This Contract will be valid from the moment of the Client's registration in the Contractor's system or login to the Client 's account in the system of the Contractor of the registered user, which will be considered as a conclusive action of the Client, aimed at conclusion and signing of this Contract.

6.4. The Contract is concluded for a term of 1 year.

6.5. If within one month before the expiration of the Contract the Client or the Contractor does not notify the other party to the Contract in writing about its cancellation, the Contract is considered to be prolonged for a period of one year.