



CLIENT & PARTNER TERMS AND CONDITION OF BUSINESS

PARTIES

- I. As defined by the Chargifi as a Service Statement of Work
- II. Chargifi Limited, is a private company with limited liability, incorporated under English law with a Registration Number of 08658740, with its registered office at St Brides House, 10 Salisbury Square, London, EC4Y 8EH, ("Chargifi")

Chargifi and Partner hereafter also collectively referred to as the "Parties", and each individually a "Party".

RECITALS

- A. Chargifi provides Hardware, Software and Services related to wireless charging that is connected to the internet to allow for the analysis of usage of wireless charging spots, the remote management of wireless charging spots and the engagement with the users of wireless charging spots.
- B. The Partner intends to deploy Chargifi's Hardware, Software and related Services in its own [offices] /{premises] / [and in the premises of its customers] – AND / OR

The Partner intends to develop Hardware or Software that integrates or otherwise engages with Chargifi's Hardware or Software – AND / OR

The Partner intends to refer business to Chargifi – AND / OR

The partner intends to resell Chargifi's Hardware, Software and related Services
- C. the Parties intend for this Agreement to permit Partner and its Affiliates and authorised users to access and use the Software and related Services for the internal use and benefit of the Buyer, its Affiliates and authorised users.
- D. Chargifi Limited includes its subsidiaries and affiliate companies (including Chargifi Inc..

AGREE AS FOLLOWS

1. TYPE OF RELATIONSHIP

- 1.1. This Agreement contains the general terms and conditions of a relationship (as defined below) and provides the framework that governs the relationship between the Parties. Discrete aspects of the relationship are governed by the following Annexes as applicable.
 - A Sale and Purchase Agreement, as further specified in Annex A
 - A Technology Agreement, as further specified in Annex B;
 - A Referral Agreement, as further specified in Annex C;
 - A Reseller Relationship, as further specified in Annex D;The Relationship between the Parties is governed by this Agreement with specific terms further specified in the relevant Annex.

Statements of Work and Related Purchase Orders are signed with reference to and are governed these Terms unless otherwise specified by the Statement of Work, in which case the terms of the Statement of Work shall take precedence,



2. CONFIDENTIALITY

- 2.1. Each Party acknowledges that it has received and/or may receive information of a confidential and proprietary nature regarding the activities and business of the other Party, its parent companies, subsidiaries and/or affiliates, all whether in oral, written, graphic, or machine-readable form, or in any other form, such as business, customer and technical information, including but not limited to the software, algorithms and financials, sales techniques and marketing techniques, brand names and logo's and any other information in respect of the business of the other Party (collectively, the "**Confidential Information**").
- 2.2. The Confidential Information shall be used by the receiving Party for the sole purpose of the Relationship as defined in clause 1.
- 2.3. Each Party hereby acknowledges that the Confidential Information that it receives from the other Party is highly confidential, and undertakes that, at all times, it:
 - a. shall treat and maintain the Confidential Information as confidential, and hold all such Confidential Information in trust and in strict confidence, utilizing the same degree of care it uses to protect its own confidential information, but in no event less than a high degree of care;
 - b. shall not disclose the Confidential Information to any third party, whether or not for consideration;
 - c. shall not use the Confidential Information for any purpose other than the Purpose, or exploit the Confidential Information for its own benefit or for the benefit of anyone else, without the prior written consent of the disclosing Party;
 - d. shall not reverse engineer, disassemble, or decompile, or allow others to reverse engineer, disassemble, or decompile, in any manner, any Confidential Information of the disclosing Party; and
 - e. except for the Purpose, shall not make any copies of the Confidential Information without the prior written consent of the disclosing Party.
- 2.4. Notwithstanding the aforesaid, information shall not be deemed as Confidential Information, for purposes of this agreement, if:
 - a. such information is in the public domain at the time of disclosure, or subsequently enters into the public domain, through no breach by the receiving Party of its obligations hereunder; or
 - b. such information is received by the receiving Party from a third party exempt from confidentiality undertakings; or
 - c. the receiving Party can show documentary evidence that such information was in its possession at the time of disclosure; or
 - d. the receiving Party can show documentary evidence that such information was independently developed by the receiving Party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information.
- 2.5. Further, it is agreed that the obligations set forth in this agreement shall not apply with respect to Confidential Information which receiving Party is compelled by court or government action pursuant to applicable law to disclose, provided, however, that the receiving Party gives the disclosing Party prompt notice thereof so that the disclosing Party may seek a protective order or other appropriate remedy, and further provided that in the event that such protective order or other remedy is not obtained, the receiving Party shall furnish only that portion of the Confidential Information which is legally required, and shall exercise all efforts required to obtain confidential treatment for such information.
- 2.6. The receiving Party undertakes to secure all Confidential Information using industry standard security measures and to disclose the Confidential Information only to those of its employees and consultants



(each, a “Representative”) who have a need to know such Confidential Information for purposes of the business relationship between the parties, and provided that such Representatives are bound by written agreements containing obligations of confidentiality and non-use towards the receiving Party no less restrictive than those set forth herein, or similar statutory obligations, and which also apply to the Confidential Information disclosed to the receiving Party under this Agreement. The receiving Party will be responsible for ensuring that the obligations of confidentiality and non-use contained herein are observed by all Representatives, and it represents that it has instituted policies and procedures which provide such adequate protection for the Confidential Information.

3. INTELLECTUAL PROPERTY

- 3.1. Where Software and Know How is for sold under this agreement, Chargifi warrants that it is the owner of the Intellectual Property Rights in the Software and has the right to sell licenses to that Software and Know How.
- 3.2. Chargifi also warrants the that the Intellectual Property in any Hardware sold to or developed with the Partner is acquired such that the Buyer contractually protected from a failure to acquire Intellectual Property Rights in the Hardware or its related Software or Know How.
- 3.3. The Partner acknowledges that they do not have any right, title or interest in the Intellectual Property Rights or any Improvements.
- 3.4. The Partner recognizes that they do not have any goodwill (and any other rights) in the Trademarks which result from the use by the Partner.
- 3.5. If the Partner learns of any threatened or actual infringement of the Intellectual Property Rights, or of any circumstance which suggests that the use of the Intellectual Property Rights may infringe the intellectual property of a third party, The Partner will promptly inform Chargifi, giving all details that Chargifi may reasonably request.
- 3.6. The Partner will not use the Intellectual Property Rights other than as specifically permitted by this Agreement.
- 3.7. The Partner will comply with all requests by Chargifi as to the use of the Intellectual Property Rights and the ™, © and ® symbols (where appropriate) in relation to the Intellectual Property Rights.
- 3.8. The Partner will immediately stop using any advertising or promotional material or packaging on receipt of a request by Chargifi to do so (Chargifi has an obligation to explain its request).
- 3.9. Each Partner grants to the Other Party and its Affiliates a royalty-free, non-exclusive, non-transferable, worldwide right and license to use and publicly display the other Party’s trademarks solely to publicize or advertise that the Software and Chargifi Services are available from the Buyer and for Chargifi to show that the Buyer is a client of Chargifi.
- 3.10. Each party must comply with any usage and brand guidelines provided by the other Party.
- 3.11. Each Party acknowledges that any Confidential Information provided to it by the other Party shall be the sole property of the other Party.
- 3.12. Nothing in this agreement shall be construed as a transfer of the ownership of such information and/or the intellectual property rights to such information from the disclosing Party to the receiving Party.
- 3.13. Each party will do anything in its power to prevent the unlawful use of the Confidential Information and/or intellectual property rights of the other Party, by any of its employees, or authorised users and customers.



- 3.14. If one Party becomes aware that any intellectual property right of the other Party is (being) infringed, it shall immediately inform the other Party. The other Party shall determine the course of action to be taken in response to such infringement.
- 3.15. Further mutual intellectual property provisions relating to Technology Partnership, where relevant are listed in Annex C.

4. RETENTION OF RIGHTS

The Partner agrees that they have no rights to the intellectual property vested in Chargifi's software by virtue of any integrations with its own software. Chargifi agrees that the Partner retains ownership rights to its data if hosted by Chargifi. Chargifi's retains rights to use historical statistical data arising from the aggregation of the Buyers statistical data with that of other Buyers after termination.

5. PAYMENTS AND TAXES

- 5.1 Invoices shall be due and payable thirty (30) days from Chargifi's invoice date unless a Statement of Work provides for a different due date. To the extent that Partner believes, in good faith, that all or a portion of an invoice is incorrect, the Partner shall have the right to withhold payment for the disputed portion of such invoice, until such time as the dispute has been resolved. All sums payable under this Agreement are due from Partner and must be invoiced to Partner as a condition of payment
- 5.2 In the event that valid invoices are paid later than the agreed term, Chargifi reserves the right to charge interest at 8% per annum.
- 5.3 Applicable taxes will be billed as a separate item or line item. Partner shall pay sales, use, value added, goods and services, and all other similar taxes imposed by any governmental entity for items and/or services provided under this Agreement, If the Partner is required to withhold or deduct any taxes from any payment, Partner is obliged to inform Chargifi who will be entitled to Gross Up its price by the value of the Withholding Tax and this is to be reflected in the Purchase Order issued to Chargifi by the Partner. The Parties shall cooperate in good faith to minimize taxes to the extent legally permissible. Each Party shall provide and make available to the other Party any resale certificates, treaty certification and other exemption information reasonably requested by the other Party.

DATA PROCESSING AND PRIVACY

- 5.1. To the extent the Partner processes any "personal data" on Chargifi's behalf when performing its obligations under this Agreement, the Parties agree that Chargifi shall be the "data processor" and the Partner shall be the "data controller".
- 5.2. The Parties shall at all times comply with data protection and privacy laws and regulations, including the EU General Data Protection Regulation 2016/679 ("GDPR") or any statutory modification or re-enactment thereof from time to time and any regulations or instruments thereunder.
- 5.3. Partner acknowledges that the data is the property of the Partner, but that Chargifi has been granted a free irrevocable license to process that data.
- 5.4. In the event that the Agreement requires the control or processing of personal data of data subjects located within the European Economic Area (as defined by applicable legislation), the Parties. Chargifi will apply its Data Protection and Information Security Policies which can be found at <https://chargifi.com/terms/>.

6. LIABILITY, INDEMNIFICATION & INSURANCE

- 6.1. Each Party shall not be liable to the other Party for any damages arising out of this Agreement, except in the event of wilful misconduct or gross negligence other than as specified in Annexes A to C.



- 6.2. Each Party shall indemnify, defend and hold harmless the other Party from and against any claim, liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature, based upon, arising out of, or otherwise relating to this Agreement, including any cause of action relating to the infringement of IP rights or product liability concerning any product or service made, used, sold or performed pursuant to any right or license granted under this Agreement (collectively, “**Claims**”). Each Party shall not settle any Claim without the other Party’s prior written consent, which consent shall not be unreasonably withheld.
- 6.3. Each party shall maintain an all-risk insurance policy with a reputable insurance company with such amount of cover as the parties may agree. This policy shall include, liability for employees and third parties, public liability cover, damage to property and loss of profits.

7. COMPLIANCE

- 7.1 General and Import/Export Compliance. Partner acknowledges and agrees that Chargifi’s Hardware Software, related Services and any related download or technology (“Controlled Technology”) may be subject to applicable import/export control and trade sanction laws, regulations, rules and licenses. Partner will be notified of any relevant information published by Chargifi at <https://chargifi.com/legal> and You will comply with the foregoing, and with such further import / export restrictions that may govern the Controlled Technology. Partner will comply with any applicable laws, rules and regulations in connection with Your activity under this Agreement as directed by Chargifi.
- 7.2 Anti-Corruption Laws - Both Parties shall ensure that, in relation to this Agreement and general business practices, neither Party, nor any of their associated persons, engage in any activity, practice or conduct which may constitute an offence under any applicable Anti-Corruption Laws. In particular, neither Party will, and will ensure that any associated persons do not offer, promise or pay to, or solicit or receive from any other person (including public and government officials) or company, any financial or other advantage which causes or is intended to cause another person to improperly perform their function or activities in order to secure or retain a business advantage.
- 7.3 Anti Slavery - In performing their obligations under the agreement, both parties shall (and ensure any other person who performs services and/or supplies goods within the supply chain in relation to this agreement shall), comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including local legislation equivalent to the Modern Slavery Act 2015 (UK Law) ; have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and not engage in any activity, practice or conduct that would constitute an offence in local legislation equivalent to under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK. Chargifi shall provide the Partner with any reasonable assistance requested to enable it to perform any activity required by any regulatory body for the purpose of complying with any anti-slavery requirements. Each Party shall indemnify the other Party against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against it as a result of any breach of this clause 8.3.

8. FORCE MAJEURE

- 8.1. Either Party shall not be liable for any non-performance of its obligations pursuant to this Agreement, if such non-performance is caused by a Force Majeure Event (as defined below).
- 8.2. Any events and/or circumstances that could not be anticipated by a Party and is beyond a Party’s reasonable control such as but not limited to riots, natural catastrophes, terrorist acts, virus pandemics, governmental intervention, refusal of licences by any government or other government agency, non-performing of a subcontractor of Chargifi or other acts of god qualifies as a “**Force Majeure Event**”, if such



non-performance, hindrance or delay could not have been avoided by the non-performing Party through commercially reasonable precautions and cannot be overcome by the non-performing Party through commercially reasonable substitute services, alternate sources, workarounds or other means. During the continuation of a Force Majeure Event, the non-performing Party will use commercially reasonable efforts to overcome the Force Majeure Event and, to the extent it is able, continue to perform its obligations under the Agreement.

9. TERM AND TERMINATION

- 9.1. This Agreement shall come into force as of the date of signing and shall last for an indefinite period, unless either Party informs the other Party in writing of its intention to terminate this Agreement giving at least 30 days' notice.
- 9.2. In the event of Termination all rights and obligations arising from business entered into under Annexes A to D up to the date of Termination survive unless specifically agreed in writing by both parties.
- 9.3. The Agreement may be terminated prior to the expiration by either Party on written notice to the other Party in the event that:
 - a. the other Party is in breach of the Agreement and such breach is not remedied in full within 30 days after receipt of a written notice from the first party specifying the nature of the breach or default;
 - b. the other Party becomes insolvent, the other Party is (provisionally) granted a suspension of payment, the bankruptcy of the other Party is requested, the other Party has been declared bankrupt, if a resolution is passed for the winding up of the other Party or if an encumbrancer takes possession of all or any part of the property of the other Party;
 - c. there is a breach by either part of clauses 8.2 or 8.3.
 - d. Parties agree in writing on the termination of the Agreement.
- 9.4. Upon termination of this Agreement, irrespective of the cause, each Party hereby agrees to immediately cease and desist the use of any Confidential Information of the other Party. Each Party hereby agrees to return to the other Party, within a month after termination of the Agreement, all written information, documentation and other materials provided by the other Party in relation to this Agreement. If such cannot reasonably be expected by a Party with respect to certain materials, the other Party will decide if it wishes to have said materials returned to its facilities and if so, it will share in the expenses to be made for the return or destruction of such materials to a proportionate extent.
- 9.5. Upon Termination and if applicable all Software and Analytics will cease, but the wireless charging functionality will continue.

10. NOTICES

- 10.1. If a Party needs to send an official notice to one or more of the other Parties in connection with this Agreement, it shall send such notice by registered mail. In case of official communication by digital means, such as email and WhatsApp, the notice shall only be deemed to have been delivered in case the receiving Party acknowledges such receipt.
- 10.2. Notices shall be sent to the address listed above for each Party (under the heading Parties), or such other address as notified by a Party in accordance with this agreement.
- 10.3. For the purpose of the main communications under the collaboration, the following contact information shall be used:
 - a. For Chargifi:
 - (i) Name: Peter Wallace
 - (ii) Title: Chief Financial Officer



- (iii) Email: peter@chargifi.com
 - b. For the Partner:
 - (i) Name:
 - (ii) Title
 - (iii) Email:
- 10.4. This clause shall not apply to writs and summons.

11. MISCELLANEOUS

- 11.1. This agreement reflects the entire understanding of Parties in relation to its subject.
- 11.2. Each Party shall, at the request of the other Party, perform such acts (including, but not limited to the signing and execution of additional documents) as necessary for the due and proper performance of this agreement.
- 11.3. This agreement may only be amended in writing.
- 11.4. No Party may transfer any right or obligation under this Agreement without the prior written consent of the other Party. However, each Party hereby grants the other Party its cooperation) in advance for a transfer by the other Party of all its rights and obligations under this Agreement in connection with a sale of all or substantially all of its business.
- 11.5. Failure to enforce a right under this agreement (timely and/or fully) shall not constitute a waiver of such right.
- 11.6. If a provision of this agreement is not or no longer valid or enforceable, it shall be deemed to have been replaced by a valid and enforceable provision that most closely resembles the scope and intent of the original provision.
- 11.7. Each Party shall bear its own costs for the preparation, negotiation and execution of this agreement (unless explicitly agreed otherwise).
- 11.8. Each Party waives the right to rescind this agreement.

12. APPLICABLE LAW AND JURISDICTION

- 12.1. English law applies to this agreement.
- 12.2. Any dispute shall be submitted to the competent court in London, UK.



ANNEX A – SALE AND PURCHASE RELATIONSHIP

This Annex (and related Statements of Work) is an annex to the Chargifi Master Services Agreement (the “Agreement”) and lists the specific terms and conditions for a Sale by Chargifi Of Hardware, Software and related Services to the Partner. The terms of the Agreement function as a framework for the Sales and Purchase Relationship between Chargifi and the Buyer and this Annex forms an integral part of the Agreement. In case of a conflict between the terms of this Annex and those of the Agreement, the terms of this Annex shall prevail.

SPECIFIC TERMS AND CONDITIONS OF A SALES AND PURCHASE RELATIONSHIP

Unless otherwise stated in the Statement of Work the following terms and conditions apply

1 CHARGIFI WARRANTIES AND OBLIGATIONS

- 1.1 it has full power and authority to grant the other Party the rights granted herein including the right to use, display and distribute the representing Party’s technology to the extent set forth in this Agreement;
- 1.2 its technology does not constitute and will not constitute a misuse or misappropriation of the trade secrets of any third party;
- 1.3 any marks on its technology and/or its packaging do not infringe any third-party trademark rights;
- 1.4 its technology and the use thereof, does not knowingly infringe on any patent, copyright, trade secret or other proprietary right of any third party and that the representing Party is not aware of any facts upon which such a claim for infringement could be based.
- 1.5 Chargifi will maintain its services in accordance with the Service Level Agreement which can be found here <https://chargifi.com/terms/>

2 DELIVERY AND TRANSFER OF TITLE

- 2.1 Where Chargifi is responsible for the delivery of Goods – then Chargifi will demand written confirmation of delivery. Any fault with the delivery must be notified within 48 hours of the written confirmation of delivery.
- 2.2 Where delivery of Goods is the responsibility of a third-party distributor, the terms of that distributor apply.
- 2.3 Title to the Hardware passes to the Client on delivery. The Hardware is the property of the Partner and it is the Partner’s responsibility to insure it.
- 2.4 Title to the Software remains with Chargifi. Chargifi grants the Client the right to use the Software while the contract for its purchase remains in place and the terms of Chargifi’s End User License Agreement are observed <https://chargifi.com/terms/>.
- 2.5 Where Software has been purchased, the License to use that Software will commence the earlier of the date which the Software goes live and 90 days after the date of purchase.
- 2.6 Title to the Data remains with the Client. The Client grants Chargifi a free, irrevocable right to use the Data.



- 2.7 Chargifi's warranty and procedure policy applies to all other returns of Hardware. Chargifi provides a one-year warranty for Hardware purchased. Warranty claims must be submitted in line with Chargifi's Hardware Warranty Policy which can be found here <https://chargifi.com/terms/> and, where applicable, the Returns Policy of your distributor. Hardware warranty for purchases under a Chargifi as a Service Agreement are covered in Clause 5 of this Annex.

3 PURCHASE ORDERS AND INVOICING

- 2.1 Chargifi will only commence work on the basis of the issue of a valid Purchase Order issued by the Partner for the whole project as defined by a Statement of Work.
- 2.2 Where Hardware and Software are being purchased from a distributor, Chargifi will only commence work on the basis of a valid Purchase Order issued by the Distributor for the whole project as defined by the Statement of Work.
- 2.3 Provisions for the Ordering and Invoicing of Chargifi as a Service are listed in Clause 5 of this Annex.
- 2.4 Chargifi will issue invoices in accordance with the Statement of Work and Clause 5 of this agreement.
- 3.1 Upon the Partner's request, Chargifi shall provide a detailed invoicing report with each submitted invoice which details:
- i) Units and Type of Hardware Provided
 - ii) Units and Type of Software Provided
 - iii) Additional Charges for Services Provided – including those provided by Chargifi's Sub contractors
 - iv) any Recharged Expenses
- 3.2 Where stage payments are agreed, these must be specified in the Purchase Order. Chargifi shall not invoice the Partner for any charges in advance of the related delivery of Hardware, Software and Services unless so detailed in the Buyer's Purchase Order.

4. FITTING AND INSTALATION

Each Party agrees that where sub-contractors or third parties are used:-

- 4.1 Furniture providers must be able to install the charging equipment within the specifications provided by Chargifi. Chargifi agree to provide such furniture providers with installation guides and training if required. Failure to install Wireless Charging equipment correctly in furniture is the fault of the Party contracting the Furniture Provider and it is specifically agreed that it is not a valid reason to delay payment or the commencement Software Licenses. On request by the Partner, Chargifi will provide support to provide assurance that fitting and installation have been carried out correctly in advance of installation and will communicate any concerns well in advance of installation (subject to the agreement of a suitable payment for time and the issue of a related Purchase Order by the Partner) .
- 4.2 The Partner must appoint a company and/or the Partner must appoint personnel who are capable of Commissioning Chargifi equipment onto the Partner's network and are authorized to do so. Such personnel agree to undergo installation and commissioning training by Chargifi no later than one week in advance of the date of commissioning.
- 4.3 Data access to/from the wireless charging equipment and Chargifi's cloud platform must be provided by the Partner in advance of installation and maintained through the life of the Software License.



4.4 The Partner is granted an End User License for the period defined by the Software Agreement in then Statement of Work. The Partner agrees to observe the provisions of Chargifi's End User License Agreement, which can be found here <https://chargifi.com/uk/terms/>.

5. CHARGIFI AS A SERVICE

5.1 Where Hardware, Software and Services are being purchased under a Chargifi as a Service Statement of Work, Chargifi will only commence work on the basis of a valid Purchase Order issued for the whole contract (including the payments required in future years as defied by the Statement of Work.

5.2 Unless another arrangement is stipulated by the Statement of Work, Chargifi as a Service contracts will be invoiced as follows:

i) for the Agreement's first 12 months in advance of the contract start date and in accordance with Clause 5 of this Agreement.

ii) Chargifi will invoice on the anniversary of the first invoice for the succeeding 12 months and on subsequent anniversaries for the following 12 months until the contract expires, all in accordance with Clause 5 of this Agreement.

iii) Chargifi will contact the Partner at least 90 days in advance of expiry to discuss renewal and agree a revised Statement of Work.

iv) In the absence of a revised Statement of Work or Contract Termination in accordance with Clause 10 of this agreement, the contract will be presumed to have been extended and roll over and an invoice raised for a further 12 months of the agreement.

5.3 In the event of termination in accordance with Clause 10 of this agreement, 50% of the outstanding term of the agreement is payable on termination. In the event of termination after a contract extension, the outstanding term is deemed to be 12 months from the date of expiry. In the event of a change of premises Chargifi will break the contract waive and the right to the termination fee provided a new contract is entered into.

5.4 Chargifi's warranty and procedure policy applies to all other returns of Hardware. Chargifi provides a warranty for the life of the Contract Hardware. Warranty claims must be submitted in line with Chargifi's hardware warranty policy which can be found here <https://chargifi.com/terms/>.



ANNEX B – TECHNOLOGY RELATIONSHIP

This Annex to the Chargifi Master Services Agreement (the “Agreement”) lists the specific terms and conditions for a Technology Relationship. The terms of the Agreement function as a framework for the Technology Relationship between Chargifi and the Partner and this Annex forms an integral part of the Agreement. In case of a conflict between the terms of this Annex and those of the Agreement, the terms of this Annex shall prevail.

SPECIFIC TERMS AND CONDITIONS TECHNOLOGY RELATIONSHIP

1. USE OF EACH PARTY’S TECHNOLOGY

- 1.1. Each Party has the right to offer integration of the other Party’s technology to its customers (each “Customer”).
- 1.2. If a Customer indicates to a Party that it wishes to make use of the other Party’s technology, the referring Party may refer the Customer to the other Party who will enter into an agreement directly with the Customer.
- 1.3. One party may provide the introduction to the other Party and the Customer and support for the integration.
- 1.4. Each Party is responsible for its own development costs.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1. Each Party shall be solely responsible for the delivery and functionality of its own technology with the App.
- 2.2. Each Party shall enter into an agreement with a Customer for the delivery of its services, which agreement shall include customary service levels, a copy of which shall be sent to the other Party.
- 2.3. Each Party shall inform the other Party, within reasonable time, of any updates and changes to its technology that may affect the integration with the App. If a Party fails to do so in time and the updates or changes to such Party’s technology causes a failure to the integration with the App, this Party shall address such failure in accordance with the procedures set out in its service level agreement.
- 2.4. Each Party shall inform both the other Party and the Customers, during office times, of any planned or unexpected downtime that could affect the functioning of the App and or the Customers use of the App and/or the technology of the other Party. The API Functionality used to develop the integration must be maintained and supported for the duration of the contract, unless otherwise agreed or discussed.
- 2.5. Subject to full compliance with all the terms and restrictions set forth in the Agreement, each party hereby grants to the other a non-exclusive, non-transferable (except as expressly permitted below),



non-sublicensable license to use, at no charge to the other Party, the App solely in the manner enabled by the relevant Party and in accordance with any applicable documentation provided by the relevant Party, and solely for the other Party to design and market its technology as a integration to the App (the “Purpose”).

- 2.6 The App may be copied solely for installation and back-up purposes in support of each Party’s licensed use under section 2.5 above. Neither Party may not modify the App in any manner without the prior written approval of the other Party.
- 2.7 Neither Party shall (nor shall either Party direct others to), directly or indirectly, modify, translate, decompile, disassemble, or reverse engineer the App (except to the extent applicable laws specifically prohibit such restriction) or any copy, in whole or in part, or otherwise attempt to discover the source code or underlying ideas or algorithms of the App; copy (except for the purposes set forth above), rent, lease, distribute, or otherwise transfer rights to the App; or remove any proprietary notices or labels on the App.
- 2.8 The Party that is the first point of contact for the Customer will relay any questions, incidents or requests for changes with regards to the integration of the services delivered by the other Party promptly and in sufficient time to meet the obligations of any Service Level Agreements with the Customer. Any other questions, incidents and changes with regards to the other Party’s technology shall be directed to that Party and handled by it with due care and as soon as reasonably possible.
- 2.9 Each Party hereby grants to the other a worldwide, non-exclusive license, at no charge to the other Party, to install and use the other Party’s technology for internal development and test, testing of the App, and demonstration of the technology as integrated in the App to prospective Customers at private meetings, shows, and events. No license to commercially distribute the either Party’s technology is granted to pursuant to this Agreement. Except as otherwise provided for by law, each party agrees not to decompile, disassemble, or otherwise seek to reduce the object code of the other party’s technology to its source code form.

3. INTELLECTUAL PROPERTY

- 3.1. Each Party expressly acknowledges that the products and services offered by the other Party is fully owned by the other Party. This Agreement does not constitute any transfer of any intellectual property right from one Party to the other.
- 3.2. Each Party may use the trade name and/or trademarks of the other Party, but only for the duration of the Agreement and for the purpose of executing the activities agreed upon in this Agreement.
- 3.3. In case a Party becomes aware of a breach of the intellectual property rights of the other Party by a Customer, it shall immediately inform the other Party of such breach and provide - to the extent within its power - all reasonable assistance necessary for the other Party to terminate such breach of its intellectual property rights and to recover damages from the breaching party.

5. INTELLECTUAL PROPERTY WARRANTY

- 5.1. Each Party represents and warrants that:



- a. it has full power and authority to grant the other Party the rights granted herein including the right to use, display and distribute the representing Party's technology to the extent set forth in this Agreement;
- b. its technology does not constitute and will not constitute a misuse or misappropriation of the trade secrets of any third party;
- c. any marks on its technology and/or its packaging do not infringe any third party trademark rights;
- d. its technology and the use thereof, does not knowingly infringe on any patent, copyright, trade secret or other proprietary right of any third party and that the representing Party is not aware of any facts upon which such a claim for infringement could be based.

6. STANDARD RELATIONSHIP TERMS

- 6.1 Each Party may mention the other Party as a Partner on their website and use the other Party's brand name and logo for this purpose for the duration of this agreement. In case of a termination of this agreement, each party is obliged to delete such reference within 30 days.
- 6.2 The Parties will inform each other about interesting commercial opportunities and will share prospect information in order to generate new business for their mutual benefit. For this purpose, the Parties may send each other emails and communications for this purpose at the email addresses listed in clause 10.3 below, or at any other address as indicated by the other Party from time to time.
- 6.3 Each Party may provide the other Party with a demo account to its apps its software or its software developer kits (SDK's) (collectively known as the "Software") , which the other Party shall use for deployment under Annex A, sale to third parties and testing purposes under Annexes C and D. The other Party shall not use the App for any other purpose and only for the benefit of adding value to the business of the Parties' mutual business.
- 6.4 This Partnership is a non-exclusive relationship and each of the Parties may enter into similar agreements with third parties at any time.



ANNEX C – MUTUAL REFERRAL RELATIONSHIP

INTRODUCTION

This Annex is an annex to the Master Services Agreement (the “**Agreement**”) and lists the specific terms and conditions for a Referral Relationship. The terms of the Agreement function as a framework for the Referral Relationship between Chargifi and the Partner and this Annex forms an integral part of the Agreement. In case of a conflict between the terms of this Annex and those of the Agreement, the terms of this Annex shall prevail.

SPECIFIC TERMS AND CONDITIONS REFERRAL RELATIONSHIP

1. INTRODUCING CUSTOMERS

- 1.1. Each Party (the “**Referring Party**”) shall have the non-exclusive right to introduce the other Party (the “**Receiving Party**”) to potential customers based anywhere and operating globally (a “**Customer**”), which customers the Receiving Party shall duly consider.
- 1.2. For the purpose of this agreement, a Partner’s Referral (a “**Referral**”) shall be considered a “Valid Referral” only if:
 - a. the Referring Party presents the Referral in writing with (i) the date of Referral, (ii) the name of the potential Customer and (iii) the name, title and contact information of the potential customer’s contact person, all of which is accurately provided to the Receiving Party with the express written consent of the potential Referral;
 - b. as of the date of the Receiving Party’s submission, the Referral is not a current customer of the Receiving Party or has not previously been contacted by the Receiving Party, its affiliates or any other agent, reseller, or vendor who sells the Receiving Party products or services, or was otherwise entered into the Receiving party’s lead database regarding the sales opportunity; and
- 1.3. If a Referral does not lead to a Contract (as defined below) within 8 months of the introduction done by the Referring Party, or with written extension of the Referral for a maximum of another 8 months by the Parties in writing, the referral will no longer qualify as a Valid Referral.
- 1.4. In case the Referral leads to the Receiving Party and the Customer reaching an agreement for the sale of its product or services (a “**Contract**”), the Referring Party will receive a commission for each Contract entered into by the Receiving Party and the Customer which commission is to be calculated in accordance with Clause 2.
- 1.5. Each Party shall keep the Receiving Party informed of whether or not it has reached an agreement with a Customer, however a Party shall never be under any obligation to enter into a Contract with a Customer. Each Party shall however negotiate with a potential Customer that is referred to it by the Referring Party in accordance with good faith principles.
- 1.6. Within 14 days of a Party entering into a Contract, such Party shall notify the Referring Party in writing of the following:
 - (i) the date it enters into a Contract;
 - (ii) the amount of the payments due for the product or services under such Contract; and
 - (iii) the dates on which payments under such Contract are payable by the Customer.
 - (iv) the dates on which payments under such Contract are payable by the Customer.



- 1.7. If two different Buyers make a referral for the same company, the one who submits first will be accepted as valid, if the Buyer is able to meet the other criteria written in clause 1 of this agreement.
- 1.8. Each Party shall be solely responsible and in charge of its sales strategy and any efforts of a Referring Party to generate leads to potential Customers shall never interfere with the Receiving Party's sales strategy or business.
- 1.9. The Parties shall provide each other with all information and (marketing) materials on their products and services and development of new products and services of that are required for the Referring Party to introduce the Receiving Party to a potential Customer. The Referring Party shall ask the Receiving Party in writing for any marketing materials other than what is available online. The Receiving Party shall endeavour to answer such request within 14 days.

2. COMMISSION

The Parties agree that Commissions are not payable under this Annex.

3. INTELLECTUAL PROPERTY

- 3.1. Each Party expressly acknowledges that the products and services offered by the other Party is fully owned by the other Party. This Agreement does not constitute any transfer of any intellectual property right from one Party to the other.
- 3.2. Each Party may use the trade name and/or trademarks of the other Party, but only for the duration of the Agreement and for the purpose of executing the activities agreed upon in this Agreement.
- 3.3. In case a Party becomes aware of a breach of the intellectual property rights of the other Party by a Customer, it shall immediately inform the other Party of such breach and provide - to the extent within its power - all reasonable assistance necessary for the other Party to terminate such breach of its intellectual property rights and to recover damages from the breaching party.



ANNEX D – RESELLER RELATIONSHIP

1. INTRODUCTION

- 1.1 Chargifi is willing to enter into this Reseller Agreement (“Agreement”) with the Partner (hereafter referred to as “You”) only on the condition that You accept all of the terms of this Agreement, as modified if applicable by any addendums that we agree and document in writing between Chargifi and You.

2. RESALE

- 2.1 This Agreement authorizes you to order Hardware, Software and Services directly from Chargifi or from an authorised Chargifi Distributor and to resell that Hardware, Software and those Services to your Clients provided you comply with the terms of this agreement.

3. TRAINING AND MATERIALS

- 3.1 Chargifi will make a Partner Portal available with Training Materials and Technical User Guides on the Technical Specification, Installation and Support of its Hardware, Software and Services.
- 3.2 The Buyer is obliged to ensure that enough members of its staff are trained to meet its obligations under this agreement and to its Clients at all times.
- 3.3 Both parties agree to cooperate on the evolution of the training materials.

4. MARKETING

- 4.1 Chargifi is responsible for promoting its Hardware, Software and related Services worldwide and providing You with such images, dimensions and technical specifications required for the printing by You for such promotional display literature and other point-of sale material.
- 4.2 You are responsible for advertising and promoting the Hardware, Software and related Services. You will use reasonable endeavours to ensure that the Chargifi brand is recognized in Your marketing materials. Both Parties will agree and execute strategies regarding specific clients and the business generally to ensure best practice and clear communication on Account Management and Joint Marketing Campaigns.

5. END USER LICENSE AGREEMENT

- 5.1 You agree to apply the provisions of the Chargifi End User License Agreement (EULA) as applicable to Your end user sales agreements. The version in force at the time of this agreement is appended to this agreement and the latest version can be found at <https://chargifi.com/terms/>

6. TRADEMARKS

- 6.1 You will not (i) take any action or make any representation or warranty on behalf of Chargifi that is inconsistent with the End User License Agreement or the terms of this Agreement.
- 6.2 You will not remove, alter or obscure any copyright or other proprietary rights notices contained on any Chargifi Hardware, Software or related Service materials. For purposes of this Agreement, “Chargifi Trademarks” shall include the “Chargifi” trademark, the Chargifi logo and any other tradename or trademark as identified by Chargifi in writing from time to time. In accordance with this Agreement.



- 6.3 Chargifi grants to You the non-exclusive terminable right to use Chargifi Trademarks, solely with respect to your marketing of the Offerings under this Agreement and/or in Your accurate representation of the level and nature of this Agreement.
- 6.4 You agree to be subject to all trademark and logo policies and usage guidelines applicable to Chargifi Trademarks as may be modified from time to time solely by Chargifi at its sole discretion and shall be notified to You via Partner Portal. In addition, You hereby grant Chargifi the right to use Your trade names, trademarks, and logos during the term of this Agreement for the purpose of referring to You as a sales partner.
- 6.5 Neither Party has paid any consideration for the use of the other Party's trademarks, logos, copyrights, trade names or designations as permitted under this Agreement, and nothing contained in this Agreement shall give either Party any interest in such.
- 6.6 The Parties agree that they will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, trade name, copyright or logo belonging to or licensed to the other party or from third parties (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any proprietary right in Chargifi Hardware, Software or Service related materials, trade names or trademarks).
- 6.7 Both Parties agree to use reasonable efforts to protect the other Party's proprietary rights and to cooperate without charge in the other Party's efforts to protect its proprietary rights. Both Parties agree to promptly notify the other Party of any known or suspected infringement or other violation of the other Party's proprietary rights.

7. INSURANCE

- 7.1 Each Party shall maintain an all-risk insurance policy with a reputable insurance company with such amount of cover as the Parties may agree. This policy shall include, liability for employees and third parties, public liability cover, damage to property and loss of profits.

8. RELATIONSHIP OF THE PARTIES

- 8.1 You understand that notwithstanding the use of the terms "partner" or "member", You shall remain an independent contractor and that this Agreement in no way creates a partnership, joint venture, agency or alliance between the Parties or any joint liability.

9 OTHER TERMS

- 9.1 All other Commercial Terms are defined by Annex A and related Statements of Work and Purchase Orders.