

ELECTRIC VEHICLE MOBILITY AGREEMENT

This Electric Vehicle Mobility Agreement, including its annexures, schedules, appendix, exhibits and addendums (hereinafter referred to as the “**Agreement**”) is entered into on [Contract Execution Date] between:

SUN Mobility Private Limited, a company constituted under the laws of India and having its registered office at No. 25, Doddanekundi Industrial Area, Mahadevpura Post, Whitefield Main Road, Bangalore, Karnataka 560048, India (hereinafter referred to as “**SUN Mobility**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successors and permitted assigns)

AND

_____, a company constituted under the laws of India and having its registered office at _____ (hereinafter referred to as the “**Customer**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

SUN Mobility and the Customer are hereinafter referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”. Terms not defined in the Agreement shall be as per Appendix 1.

BACKGROUND

- A. WHEREAS SUN Mobility is inter alia in the business of providing Electric Vehicle Mobility (defined below) which leverages its proprietary Energy Infrastructure Platform (hereinafter referred to as “**EIP**”) comprising of smart lithium-ion batteries (hereinafter referred to as “**SB**”), battery charging and swapping stations (hereinafter referred to as “**Quick Interchange Station**”) and an IOT based end-to-end energy infrastructure management platform (hereinafter referred to as “**Smart Network**”) to its customers.
- B. WHEREAS the Customer is in the business logistics and supply chain management.
- C. WHEREAS SUN Mobility is willing to offer its customers electric vehicles wherein it will be primarily responsible for ensuring a regular supply of well-maintained, charged and insured electric vehicles (hereinafter referred to as “**EVs**”) from time to time as required by the Customer (hereinafter referred to as “**Electric Vehicle Mobility**”). The EV(s) will be powered by SBs and integrated with its EIP via its Smart Network for customer usage. In order to use Electric Vehicle Mobility, upon Customer’s execution (electronic or otherwise) of this Agreement, Customer shall be bound by the terms and conditions set forth herein.

1. SCOPE

Electric Vehicle Mobility will include the following activities on the part of SUN Mobility:

- a. Electric Vehicle Mobility includes:

- i. supply of charged (up to limits agreed), maintained and insured EVs 365 days a year, 24 hours a day to the customers. Customer can place a request for the requisite number of EVs in the 'Order Form' as specified under Annexure A and SUN Mobility will ensure that sufficient EVs are maintained to meet the requirements of the Customer.
 - ii. The EVs will be powered by SBs and integrated with SUN Mobility's EIP via its network for Customer usage. SUN Mobility will ensure supply of sufficient energy for EV running of up to 2000 km per month per EV or as mutually agreed between parties from time to time. Customer can visit SUN Mobility's Quick Interchange Stations to replace SBs as required from time to time during the Term of the Order.
- b. SUN Mobility will have the right to substitute the EV(s) and SBs provided hereunder at any point of time from its fleet, at its discretion. For the avoidance of doubt, it is hereby clarified that Electric Vehicle Mobility also includes the following in relation to each EV during the Term within the Contracted Boundary:
 - i. Insurance - Ownership of the EVs shall at all times remain with SUN Mobility which will ensure that insurance is maintained for its EVs (hereinafter referred to as "**Insurance Policy**"). All claim payments from the Insurance Company shall be routed through SUN Mobility. Customer will be liable for any co-pay/deductibles for claims raised. For the avoidance of doubt, it is hereby clarified that insurance under this Agreement is only available for the EV(s) and does not cover any users.
 - ii. Registration of EV(s) with Transport Authorities - SUN Mobility will register its EVs in accordance with applicable laws including but not limited to the Motor Vehicles Act, 1988 and the associated rules framed thereunder (hereinafter referred to as the "**Motor Vehicles Act**"), and the Customer shall be fully liable and responsible for all the obligations, liabilities and duties as provided under the Motor Vehicles Act or under any other law or instrument pertaining to the use of the EVs. However, this shall not in any way affect the absolute ownership of SUN Mobility over the EVs and shall not confer upon the Customer any right other than that of a user of the EV. Changes in law or taxes will result in proportionate changes in the Monthly Fees.
 - iii. Road Tax - SUN Mobility shall make necessary payments towards road tax. Changes in taxes will result in proportionate changes in the Monthly Fees.
 - iv. Delivery - SUN Mobility will arrange with the manufacturer/dealer to have the EV ready for delivery and the Customer will take delivery of the EV(s) from the concerned manufacturer/dealer's showroom. However, if the Customer desires to get the EV(s) delivered at its premises, any risk, damages to the EV in transit from the showroom to the Customer's premises shall be treated as an accident and any and all repair costs will be covered as per the Insurance Policy.
- c. Customer acknowledges and agrees that Electric Vehicle Mobility is being provided on an as-is basis and are in no manner customised for the Customer and the

Customer shall avail of Electric Vehicle Mobility in accordance with the terms hereunder. The Customer intends to avail at least 10 EVs during the initial term of this Agreement.

- d. The Customer acknowledges and agrees that all EV(s) along with the charged SBs provided under this Agreement will at all times remain the property of SUN Mobility and the Customer only has the limited right to use the SBs in accordance with the terms.
- e. Customer can place an order with SUN Mobility by filling out the Order Form under Annexure A ("**Order Form**") and SUN Mobility shall share its confirmation no later than fifteen (15) working days subject to mutual agreement of terms under the Order Form (hereinafter referred to as an "**Order**"). All EVs will include the SBs required for its use.
- f. The Order received by SUN Mobility constitutes a binding contract on the terms and conditions contained herein and in the Order.
- g. In the event that the Customer wishes to cancel any Order or is unable for any reason to accept delivery of the EV(s), SUN Mobility will be entitled to terminate the Order and the Customer will be liable to compensate SUN Mobility for the Order in accordance with Annexure D and the terms of this Agreement.

2. TERM

- a. The Term shall commence from the Contract Start Date and shall cease upon happening of any of the following events:
 - i. Upon expiry of the Contracted Months.
 - ii. Occurrence of an event of default as specified in Section 10 (Events of Default) of this Agreement.
 - iii. On the occurrence of any of the events specified in Section 7 (a) (i) (Insurance in case of Theft/Loss).
- b. On the occurrence of any of the events specified above except in the case of theft, immediately after the expiry of the Term, the Customer will, at its own cost and expense, return to SUN Mobility the following:
 - i. The EV(s) at a place indicated by SUN Mobility within the Contracted Boundary, in good order and condition, except for normal wear and tear as per industry standard fair use guidelines for similar vehicles. The Customer shall immediately on receipt of the termination advice letter, contact the authorised representative of SUN Mobility to identify and agree upon the place within the Contracted Boundary where the EV(s) needs to be returned. The Customer shall ensure that it discharges its obligation to return the EV(s) to SUN Mobility upon termination of the Term immediately and without any delay. In case, the Customer returns the EV(s) at a place outside the Contracted Boundary, it shall be liable to reimburse SUN Mobility all costs including but not limited to transporting the EV(s) from such place of return to the Contracted Boundary,

- taxes and duties imposed by Government for such violation of registered vehicle boundaries (including penalties and interest if any). However, in the event the Customer does not return the EV(s) as specified above, SUN Mobility shall be entitled to take necessary steps to repossess the EV(s) after giving reasonable notice to the Customer and the Customer hereby acknowledges and irrevocably authorizes SUN Mobility or any other person authorised by SUN Mobility to take physical possession of the EV(s) as aforesaid and all costs, expenses, and/or charges incurred by SUN Mobility to repossess the EV(s) shall be borne by the Customer, over and above a penalty equivalent to the Monthly Fee to be computed on a monthly basis till the date the EV(s) are actually returned to or repossessed by SUN Mobility. The Customer will be liable to pay for wear and tear charges depending on the condition of the EV(s) in line with the fair usage guidelines for similar vehicles.
- ii. Relevant documents with respect to the EV(s), including but not limited to the registration certificate in original, tax receipts, service books, warranty booklet and the original or copy of Insurance Policy as applicable.
 - iii. Keys (original as well as duplicate) of the EV(s), key fobs and all accessories fitted as original equipment on the EV(s).
- c. In the event the Customer does not return the EV(s) and documents as per Section 2 the Customer will be billed for the remaining Term, however if the Term has expired the Term for the particular EV shall be considered automatically extended at the prevailing Monthly Fee. SUN Mobility shall continue to invoice the Customer for the EV For the Monthly Fee as agreed under the Order which will be payable by the Customer till such time it complies with the provisions of Section 2 (b). The Monthly Fee shall be payable for complete month even if the Customer complies with the conditions of Section 2 (b) before the end of a particular month. Furthermore, the Customer will also be liable to pay for all losses and/or damages and costs (such as Insurance renewal cost) that SUN Mobility may incur as a consequence of non-compliance by the Customer with provisions of Section 2 (b) or this Section.
- d. All rights and obligations accrued during the Term shall survive the termination of any Order or this Agreement and will not affect the obligations of the Parties incurred prior to the termination.
- e. In the event the Term is terminated upon happening of events specified in Section 2 (a) (ii) and (iii) above, the Customer shall pay SUN Mobility for:
- i. Termination Charges as applicable under Annexure D;
 - ii. Charge for extra usage of EV, if any, which shall be the charge for the extra kilometres driven over the prorated contracted kilometres at a rate mentioned in the relevant Order;
 - iii. Redeployment charges as applicable; and
 - iv. Replacement value of the EV, where applicable
- f. Superdari situation arises when a EV is impounded by Authorities under a third-party liability or otherwise and is released on a bond with a condition that it cannot be sold/transferred before settlement of the relevant case. In the event, the EV provided to the Customer gets involved in a Superdari situation during the Term,

then the Customer shall remain liable for all payments during the Term. However, if the Superdari situation continues beyond the Term the Customer will be liable for the replacement value of the EV, outstanding Insurance, Road Tax and other taxes, if any as appearing in SUN Mobility's books of accounts along with the Charge for extra usage of EV, if any, which shall be the charge for the extra kilometres driven over the prorated contracted kilometres at a rate mentioned in the relevant Order.

- g. In case the EV is impounded for any other reason, then the Customer will remain liable for payment during the Term and must get the EV released from the relevant authorities. If SUN Mobility assists in the release, all the costs and expenses incidental thereto will be borne by the Customer. Further, in case the EV is released on Superdari and in the opinion of SUN Mobility and/or Insurance Company, the EV is technically no longer repairable, or the costs of repair are otherwise disproportionate to the current Outstanding Book Value, the Customer will be liable for the replacement value of the EV, if any as appearing in SUN Mobility's books of accounts along with Charge for extra usage of EVs, if any, which shall be the charge for the extra kilometres driven over the prorated contracted kilometres at a rate mentioned in the relevant Order.
- h. To the extent the Customer desires to terminate any Order prior to the expiry of the Term, the Customer must give SUN Mobility thirty (30) days of prior written notice. The Customer will be liable for the payment of Termination Charges in accordance with Annexure D along with the Charge for extra usage of EV (if any) together with any redeployment costs incurred. Any Asset Deposits will be returned at the end of the Term subject to the applicable Order terms.

3. CONSIDERATION

- a. In consideration of the provision of Electric Vehicle Mobility offered by SUN Mobility, the Customer will pay a Monthly Fee. The Monthly Fee shall be a fixed amount payable by the Customer per month as long as the term and kilometres are within the agreed conditions as reflected on the Order. The Monthly Fee shall be specified in the applicable Order and shall be paid by the Customer to SUN Mobility. The Monthly Fee shall be calculated for every calendar month and shall be payable in advance, no later than the first day of each calendar month, irrespective of whether the EV has been put to use or not by the Customer. If any EV is delivered after the start of the month, the Monthly Fee for that month will be calculated on a pro-rated basis. All invoices under this Section will be raised by SUN Mobility from SUN Mobility's branch office as is registered under the GST Enactment which shall be deemed as "Location of Supplier" under the GST Enactment. Accordingly, the invoices to be raised under this Article shall include taxes at the applicable rate of State Goods and Services Tax (SGST) and Central Goods and Services Tax (CGST) or Integrated Goods and Services Tax (IGST). Further, all invoices to be raised by SUN Mobility under this Agreement shall specify the applicable SAC code under the GST Enactment and the Customer acknowledges that the same code(s) shall be reported by it in the tax returns to be filed under the GST Enactment.

- b. The Customer acknowledges that SUN Mobility needs to undertake the due diligence of Customer, its Directors, representatives and Ultimate Beneficial Owner, if any. Additionally, SUN Mobility is required to undertake a periodic appraisal of the Customer's credit worthiness. In order to facilitate SUN Mobility in compliance with policies, procedures and applicable laws, the Customer shall cooperate in providing the following:
- i. Audited annual financial statements within a period of 180 days from the date of expiry of relevant financial year.
 - ii. Applicable due diligence documents upon execution of this Agreement including but not limited to GST Certificate, Customer PAN Card, incorporation certificate, a declaration of the identity (ies) of Ultimate Beneficial Owner(s), directors and shareholders, if any in the format prescribed under Annexure B.
 - iii. Documents pertaining to visibility of the contract(s) that the Customer has entered into for deployment of the EV(s) provided by SUN Mobility.
 - iv. Such additional information as may be requested by SUN Mobility including but not limited to letters of assurance, agreements and any other documents prescribed by bankers and/or regulatory authorities.
 - v. Material changes in the information furnished to SUN Mobility including but not limited to change in name, main objects and identity of the Ultimate Beneficial Owner upon becoming aware of the same, whether on account of any reconstitution, restructuring or otherwise.
- c. To discharge its obligation of payment of the Monthly Fee, the Customer shall issue, upon the delivery of the EV(s), irrevocable Standing Instruction to such of its bankers to electronically transfer the Monthly Fee amount by the first day of each calendar month for the duration of the Term as specified in the relevant Order.
- d. In the event the Customer fails to make timely payments that are due to SUN Mobility under this Agreement or under any Order the Customer shall be liable to pay, without prior notification or reminder (i) any and all costs incurred by SUN Mobility to recover such amounts; and (ii) late payment charges at 2% per month on the amounts due and outstanding, for the period the amount becomes due and payable, till such amounts are paid by Customer.
- e. In the event, in respect of any of the EV(s), the actual kilometres covered by the Customer exceed the contracted kilometres as specified in the relevant Order at the end of each month, then the Customer will pay SUN Mobility, over and above the Monthly Fee, the Charge for extra usage of EV as specified in the relevant Order. If however, in any given year, with respect to any EV, the difference between the actual kilometres covered by the Customer and the prorated contracted kilometre, is more than 15% at the end of each year of the Term, then SUN Mobility shall recalculate the Monthly Fee and/or the Term, taking into account the excess/less usage of the EV, as the case may be. In such an event the relevant Order shall stand amended accordingly and shall be binding on the Customer.
- f. Any payments made by SUN Mobility on behalf of the Customer pertaining to the EV, not covered by this Agreement shall be reimbursed by the Customer to SUN

Mobility within fifteen (15) days of such expense being incurred. SUN Mobility shall provide sufficient proof of such payments.

- g. In the event that the Customer notices any defect or discrepancy in the invoices raised by SUN Mobility under this Agreement, it shall intimate such discrepancy to SUN Mobility within 7 working days of receipt of such invoice. Any such defect or discrepancy shall be remedied by way of issuance of an appropriate credit note by SUN Mobility and it shall be the responsibility of the Customer to reflect such credit notes in its applicable returns under the GST Enactment in accordance with the provisions thereof. In case, SUN Mobility suffers any loss under the GST Enactment on account of Customer's failure to so reflect the credit note(s), it shall reserve the right to claim the loss actually incurred, from the Customer. Any amount payable by SUN Mobility on account of reconciliation of accounts with the Customer shall also be dealt with in like manner by way of issuance of credit note. However, in the event that a request under this Section is received from the Customer after the expiry of permissible time period under the GST Enactment, SUN Mobility shall not be obliged to pass any benefit under the GST Enactment to the Customer.
- h. The Customer agrees with SUN Mobility, and hereby authorises SUN Mobility, to set off any amounts as may be due from SUN Mobility to the Customer against any amounts that may be payable by the Customer under this Agreement or under any Order or supplementary Schedule/Annexure, as the case may be.
- i. The Customer hereby agrees to the terms and conditions related to invoicing and payments, as specified under Annexure C Invoicing and Payment Terms.
- j. The Customer agrees to pay the applicable charges as specified in Annexure D - Schedule of Charges.

4. TECHNICAL CONTROL AND INSPECTION

- a. The Customer will present the EV(s) for statutorily mandated technical/fitness tests, at the dates and places determined by the relevant authorities. Further, the Customer will present the EV(s) as and when required by any competent authority for any inspection that may be required by any law, regulation and / or rule. The Customer will present the EV(s) for annual and other fitness tests/inspections as instructed by SUN Mobility within the stipulated time. In the event of any penalties or costs due to delays, all such costs and penalties shall be borne by the Customer.
- b. The Customer will, as and when requested by SUN Mobility, make available the EV(s) to SUN Mobility for inspection, technical check-up or product safety upgradation by SUN Mobility. SUN Mobility shall provide reasonable notice of ten (10) days to the Customer.

5. USE, MAINTENANCE AND REPAIRS

- a. The Customer, and respectively the user authorised by it, will use the EV(s) only for legitimate purposes in a proper manner for the normal purposes for which they were designed and equipped. Specifically, the EV(s) will not be used for speed

- trials, endurance tests and like events, for giving driving lessons and for the conveyance of dangerous and/or explosive materials or conveyance of passengers (unless the EV(s) is specifically provided for such purpose).
- b. The Customer shall ensure compliance with all the applicable laws/rules and regulations in relation to the use and maintenance of the EV(s), including but not limited to holding a valid driving license and, where necessary, undertake appropriate modifications/additions to the EV(s) at its own cost, with the prior written approval of SUN Mobility, to ensure such compliance.
 - c. The Customer shall maintain the EV(s) and the SBs in a good state at all times including any period of unuse, in conformity with the SUN Mobility Driver's Manual and the Manufacturer Manual. Any liability arising out of not conforming to the guidelines mentioned in the SUN Mobility Driver's Manual and/or the Manufacturer Manual shall be to the cost/account of the Customer, on actuals.
 - d. The EV(s) shall be taken by the Customer only to Designated Workshops for any repair and/or maintenance of the EV(s) Service reminders for any repair and/or maintenance will be intimated by SUN Mobility 30 days in advance. The Customer will present the EV at the identified location during the time period prescribed by SUN Mobility no later than seven (7) days from the intimated maintenance date. In the event the maintenance services are not carried out for reasons attributable to the Customer, such EV(s) will not be allowed to use battery swapping services provided by SUN Mobility, till the repairs/checks are completed. Any damage to the EV(s) or liability arising due to delay in servicing shall be to the cost/account of the Customer.
 - e. The Customer understands and agrees that SUN Mobility endeavors to provide Electric Vehicle Mobility using third party vehicles as per the specifications in the Order. Accordingly, SUN Mobility shall not entertain any claims with reference to the performance of the EV(s) or any other claim pertaining to failure of parts including the emergency functions of the EV(s) as all EV(s) are made available on an as-is basis from the manufacturer as per the specifications in the Order.
 - f. The Customer shall collect the EV(s) within two (2) days from the receipt of intimation of completion of maintenance and/or repair activity, from the manufacturer's dealership.
 - g. The Customer shall ensure upkeep of safety reflectors as mandated by Regional Transport Office (RTO) or other regulatory bodies.

6. STANDARD MODELS AND SPECIFICATIONS

- a. The EV(s) are delivered as standard models in accordance with the Customer's specifications and with the accessories fitted as stated in the Order.
- b. The term "standard models" shall be taken to mean the EV(s) as they are delivered to the Customer. The fitting of any further optional accessories shall be charged to the Customer, regardless of whether these are obligatory as a result of new legal

requirements. Any addition of extras and adaptations to the EV(s) may be permitted in consultation with, and after the prior written consent of SUN Mobility. However, SUN Mobility shall remain the rightful owner of all accessories and adaptations. Upon expiry of the Term or earlier termination in terms hereof, only those accessories may be removed which the Customer has had fitted at its own cost and the removal of which will occasion no visible damage to the EV(s). By this criterion, a radio may be removed but not an aerial. SUN Mobility shall be under no obligation to pay compensation with regard to any accessories which, as a consequence of this proviso, may not be removed. Attachments to the EV(s), including but not limited to luggage carriers, etc. may only be applied or fitted after prior written permission from SUN Mobility; removal of these items upon termination of the right of use is chargeable to the Customer.

7. INSURANCE

- a. Any risks and ensuing damage to the EV(s) including SBs, which are not fully covered by the Insurance Policy or risks which are not borne by SUN Mobility in terms hereof, shall be borne by the Customer. The Customer will be liable for the copay/deductible on insurance claims and the loss of no claim bonus amount while renewing the insurance. Accordingly, the Customer shall pay to SUN Mobility the amount of loss and/or damage not paid under the Insurance Policy and be liable for the following:

i. In case of theft/ loss including Total Loss:

- (a) Replacement value of the EV(s) less the claim amount paid by the Insurance Company, including the prepaid Insurance and Road Tax, and
- (b) Charge for extra usage of EV, if any, which shall be the charge for the extra kilometres driven over the prorated contracted kilometres at a rate mentioned in the relevant Order.
- (c) All estimation charges and parking charges levied and/or invoiced by the workshop.

ii. In case of Damage:

The difference, if any, between the actual amount incurred in repairing the damage to the EV(s) and the amounts recovered/to be recovered under the Insurance Policy. The Customer shall be responsible for incurring all costs in relation to the damage to the EV(s) and SUN Mobility's role shall be limited to coordination with the Insurance Company in order to facilitate the settlement of claim. The Customer shall provide all necessary cooperation and documents for settlement of claim with the Insurance Company.

- b. From the 5th month following the event of Total Loss or theft, the Customer shall not be liable to pay the Monthly Fee, if SUN Mobility does not replace the EV. In addition:
- i. If the Insurance Company pays the claim amount within four months, the Customer shall need to pay SUN Mobility as per Section 7 (a) (i) (Insurance in Case of Theft/Loss).

- ii. If the claim is not settled by the Insurance Company within four months, SUN Mobility shall settle the accounts on an ad hoc basis and the Customer shall need to pay SUN Mobility as per Section 7 (a) (i) where the replacement value shall be as of the end of the fourth month and the amount to be recovered from the Insurance Company shall be the estimated value. Once the Insurance Company finally makes the payment of the claim, SUN Mobility shall reconcile the accounts with the Customer and SUN Mobility shall be entitled to claim any amounts that may be due from the Customer.
- c. In the event, the stolen EV is recovered before the claim amount is received from the Insurance Company, depending on the condition of the EV, it will be at the discretion of SUN Mobility whether to continue with the Term for that EV. In the event the EV is not in usable condition and SUN Mobility is unable to provide a replacement EV despite best efforts, the Order will be suitably amended appropriately to exclude such EV, and the Customer shall pay SUN Mobility termination charges as per Annexure D and Charge for extra usage of EV if any. The Customer shall be liable for repairs/replacement as determined by SUN Mobility in its sole discretion. All other terms shall continue in accordance with this Agreement.
- d. Upon the happening of any event that causes any damage or loss to the EV(s) and/or its accessories whilst thereon, including accident, theft, hit caused by fire explosion, self-ignition or lightening, burglary, housebreaking, riot, strike, earthquake, flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost, malicious act and/or terrorist activity, the Customer shall as soon as possible notify SUN Mobility by telephone or email of such damage or loss relating to the EV(s) and confirm this in writing in accordance with the terms hereof and the SUN Mobility Driver's Manual, within 2 working days of the occurrence of such event causing loss and/or damage to the EV(s). Without prejudice to the generality of the provisions given above, in the event of accident or theft of the EV(s) or any part and/or accessory thereof, the Customer:
 - i. Shall immediately report the same to the nearest police station and obtain a copy of the first information report (FIR) and ensure that the registration, chassis number (VIN), engine number and SB ID are specified in the FIR.
 - ii. shall report the same to SUN Mobility and within 3 working days of the knowledge of the theft, furnish to SUN Mobility, copy of the FIR
 - iii. Shall bear all costs and/or damages and/or consequences arising from late or incomplete report or failure to submit the aforesaid documents.
- e. All insurance and damage related issues shall be subject to the terms, general exceptions, conditions and endorsements contained in the Insurance Policy. Handling of all legal liabilities/claims arising out of third-party claims shall be the responsibility of the Customer.
- f. The Customer shall maintain the EV(s) in accordance with the terms of this Agreement and applicable laws. The Customer undertakes to facilitate the settlement of all cases of damage by providing the relevant information and documents and taking all the steps required if requested to do so. SUN Mobility retains the right to initiate an investigation in the event of any loss occurrence.

- g. Under no circumstances shall SUN Mobility be held liable towards the Customer or a third party for any loss or damage that may be suffered by the Customer or a third party, whether or not the same may be attributed to the Customer or user of the EV(s).
- h. Whilst holding an option to seek expert advice, SUN Mobility may in its sole discretion decide whether an EV should be repaired. No repairs will be carried out if the EV is technically no longer repairable, or if the costs of repair are disproportionate to the current replacement value of the EV and/or remaining duration.

8. WARRANTIES

- i. The Customer warrants that the execution of this Agreement & Order(s) and the use and operation of the EV(s) by the Customer shall not contravene the provisions of any law, statute, rule and regulation to which the Customer is subject and/or the Customer's Memorandum and Articles of Association.
- ii. The Customer warrants that it has obtained all consents, licenses, approvals as are necessary for or in connection with the execution, validity and enforceability of this Agreement & Order(s) and for the use and operation of the EV(s) and undertakes to keep them effective and in force at all times during the period of this Agreement and till the EV(s) are delivered back to SUN Mobility in good order and condition, as specified in the SUN Mobility Driver's Manual.
- iii. SUN Mobility warrants that the execution of this Agreement by it will not contravene the provisions of any law, statute, rule and regulation to which it is subject and/or its Memorandum and Articles of Association.

9. CUSTOMER'S COVENANTS

- a. During the subsistence of this Agreement and till the EV is delivered back to SUN Mobility in good order and condition in terms hereof, the Customer will:
 - i. not claim any right, title or interest in the EV(s) and/or parts, components thereof other than that of a customer or contest SUN Mobility's sole and exclusive ownership thereof.
 - ii. use and operate the EV(s) carefully and maintain it in conformity with the Manufacturer Manual and SUN Mobility Driver's Manual and comply with all statutory and other requirements of law, rules, regulations or directions applicable to use and operation of the EV(s) in that behalf. The Customer shall not do or omit to do, cause to be done any act or thing by which the warranties and performance guarantees given by the Manufacturer would be invalidated or become unenforceable, wholly or partly.
 - iii. not transfer, assign or otherwise dispose of or purport to transfer, assign or dispose of SUN Mobility's rights or obligations or interest hereunder by way of mortgage, charge, sale or other assignment, hypothecation, pledge, hire, encumbrance, license or otherwise in any manner part with the possession of

- the EV(s) or any part thereof or allow or purport to do or allow or create any lien, charge, attachment or other claim of whatsoever nature on the EV(s) or any part thereof.
- iv. indemnify and keep indemnified SUN Mobility, at all times, against any cost, loss, expense or claim accruing to SUN Mobility arising out of or attributable to the use and/or possession of EV(s) by the Customer.
 - v. not claim any relief by way of any deduction, allowance or grant available to SUN Mobility as the owner of the EV(s) under the Income Tax Act, 1961 or under any other statute, rule, regulation or guideline issued (or as may be amended and existing from time to time) by the Government of India or any statutory authority and not do or omit to do or be done any act, deed or thing whereby SUN Mobility is deprived, whether wholly or partly, of such relief by way of deduction, allowance or grant. The Customer shall, at the end of each financial year of SUN Mobility, provide to SUN Mobility such information as it may require to claim relief by way of deduction, allowance, or grant, as the owner of the EV(s) under the Income Tax Act, 1961 and the Customer undertakes to comply with and observe, at all times, all the terms and conditions to be complied with or observed in respect of the use of the EV(s) to entitle SUN Mobility to obtain such relief.
- b. The Customer will sign, execute and deliver all such documents as may be reasonably requested by SUN Mobility, in relation to the EV(s), including such forms, affidavits, powers of attorney etc., as may be required to be filed with the transport authorities or the insurance companies.

10. EVENTS OF DEFAULT

An event of default shall occur hereunder if:

- a. the Customer fails to make any of the payments or part thereof or any other payment required to be made hereunder when due and such failure continues for a period of thirty (30) days from the due date; or
- b. the Customer fails to furnish, perform or observe any other requirement/information, covenant, conditions or agreement to be furnished, performed or observed by it hereunder or in any other document furnished to SUN Mobility in connection herewith; or
- c. without SUN Mobility's consent, the Customer sells, transfers, parts with possession or sublets or encumbers or creates any charge and/or lien on or endangers the EV(s)/any item or part of the EV(s); or
- d. the Customer makes an assignment for the benefit of creditors, or consent to the appointment of a trustee or receiver; or a trustee or receiver shall be appointed in relation to a substantial part of the Customer's property; or bankruptcy, reorganisation or insolvency proceedings, voluntary or otherwise, affecting the Customer, shall be instituted by or against the Customer; or

- e. the Customer suffers any material adverse change in its credit worthiness so that SUN Mobility, in its sole discretion, considers the Customer to be unable to discharge its financial obligations under this Agreement; or
- f. the Customer fails to maintain the EV(s) in terms of this Agreement and/or as specified in the SUN Mobility Driver's Manual or Manufacturer Manual.

11. DISTRRAINT AND MEASURES BY THIRD PARTIES

- a. If third parties lay claim to or otherwise take action in respect of an EV, the Customer shall take immediate action to safeguard the rightful property of SUN Mobility. If the Customer loses legal control of any EV(s), it shall inform SUN Mobility by email to support@sunmobility.com within twenty-four hours and if necessary, take appropriate counter measures. SUN Mobility may take any and all actions it sees fit in the interests of protecting its rights.
- b. The costs incurred as a result of any action as aforesaid are to be borne by the Customer.
- c. The Customer hereby undertakes to abide by the existing legislation pertaining to the use of EV(s) when any city border is crossed. If, due to non-compliance with the foregoing, the authorities temporarily or permanently take the EV(s) off the road, then the Customer shall be responsible for obtaining possession of the EV(s) back from such authorities, and all the costs, including fines, incurred in attempts to get the EV(s) on the road again, shall be borne by the Customer.

12. TRAVEL OUTSIDE CONTRACTED BOUNDARY

- a. Electric Vehicle Mobility as offered by SUN Mobility and as opted for by the Customer are available within the Contracted Boundary of the EV(s). In case, the Customer takes the EV(s) to a place outside Contracted Boundary on a temporary basis, SUN Mobility may provide Electric Vehicle Mobility at such place, subject to availability of the required EIP and permits, provided the Customer has taken prior written approval from SUN Mobility.
- b. The Customer shall not be allowed to take the EV(s) outside the Contracted Boundary without the prior written approval of SUN Mobility. The Customer shall bear the full responsibility for the transportation of the EV(s) and all costs in connection therewith have to be borne by the Customer. The Customer will also have to bear the transfer costs and re-registration costs as well as furnish required documents within 15 days in respect of the EV(s) so that SUN Mobility can undertake the re-registration with the authorities and the Customer shall reimburse SUN Mobility or any other person instructed by SUN Mobility for any costs incurred in this connection. The Customer also agrees that in case of re-registration, applicable taxes under the GST Enactment will be levied and consequently, the Monthly Fee may change.

13. DATA PROTECTION & CONFIDENTIALITY OBLIGATIONS

- a. SUN Mobility and Customer have discussed and agreed that each Party shall comply with respective obligations under applicable data protection laws to the extent as applicable.
- b. SUN Mobility shall:
 - i. Implement appropriate technical, physical and organizational security measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other forms of unlawful Processing. SUN Mobility reserves the right to monitor all data collected including Personal Data to monitor Customer's usage of Electric Vehicle Mobility to ensure that Customers do not exceed the scope indicated in the applicable Order, billing and for analytic purposes to improve the Electric Vehicle Mobility provided.
 - ii. Ensure procedures are in place so that any third party it authorizes to have access to Personal Data shall respect and maintain the confidentiality and integrity of Personal Data. Further, such third party shall Process Personal Data only on instructions of SUN Mobility/Customer. This provision does not apply to persons authorized or required by law or regulation to have access to Personal Data.
 - iii. Provide timely notice to the other party in case of Personal Data Security Breach and shall further take adequate remedial measures as soon as possible.
 - iv. Not Process Personal Data upon termination of this Agreement, except to the extent required by this Agreement or as required by mandatory requirements in respects of the books and records of either party or as otherwise required by law.
- c. For the purposes of this Agreement Confidential Information shall mean (i) this Agreement and the terms herein; (ii) all information marked confidential, proprietary or similar legend by either Party; (iii) any other information that is treated as confidential by the disclosing Party and would reasonably be understood to be confidential, whether or not so marked; (iv) data collected by the Customer from its end-customers using the Electric Vehicle Mobility services provided herein; and (v) any confidential or proprietary information of a Party including any information related to the assets and infrastructure provided, Insurance Policy details, AMC and warranty details, supplier information, any rates and pricing, information with respect to competitors, strategic plans, research information, financial/accounting information employee information, Personal Data, marketing/sales information, business plans, operations, internal or external audits, law suits, regulatory compliance or other information or data obtained, received, transmitted, processed, stored, archived, or maintained by a Party under this Agreement.
- d. The Parties shall keep the subject matter and terms of this Agreement, and all documents and information shared during the subsistence of this Agreement and post termination (including information shared prior to the start of the

engagement), strictly confidential and shall not disclose the contents of it to any third party, save for their employees, agents, consultants and legal and financial advisors and bonafide investors, on a need to know basis and subject to obligation of confidentiality on their part on similar terms. Confidential Information may be disclosed orally (which shall be reduced to writing within 30 days) or in writing and the confidentiality obligations shall apply during the term and post early termination or expiration of this Agreement. The Parties shall comply with all applicable data privacy rules, laws and regulations while Processing data under this Agreement.

- e. Neither Party shall disclose any Confidential Information to any third party under any circumstances whatsoever, without obtaining the prior written consent of the disclosing Party. The Parties may utilize the confidential information shared hereunder solely for the discharge of its obligations under this Agreement, and in no manner use or reference the information to create similar products or services of its own or for reverse engineering.
- f. The obligations of confidentiality shall not apply to any information that:
 - i. was known to the Party prior to its disclosure by the disclosing Party without any obligation of confidentiality;
 - ii. has become generally available to the public (other than due to the disclosure by the receiving Party); or
 - iii. has been disclosed to the Party by a third party without violating any confidentiality obligation of the disclosing Party.
- g. In the event that a receiving Party becomes legally compelled, required or requested, by a court, or a governmental, regulatory, judicial or quasi-judicial agency having the requisite jurisdiction, to disclose any Confidential Information, the receiving Party shall provide the disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the disclosing Party may seek a protective order or other appropriate remedy or, in the event such protective order or other remedy is not obtained, to obtain assurance that confidential treatment shall be accorded such Confidential Information. If the disclosing Party seeks such an order, the receiving Party shall provide such cooperation as is reasonably requested.
- h. Customer consents and will procure consent from its authorised users to permit SUN Mobility to use contact information (email address, phone number etc.) provided at the time of registration. Customer acknowledges that such contact information will be used by SUN Mobility or its authorised third parties from time to time, to make calls and send SMS' to the Customer and its authorised users, through third-party platforms for the provision of Electric Vehicle Mobility services hereunder.

14. MISCELLANEOUS

- a. Taxes, Duties & Levies

The Customer is aware that the Monthly Fee will be specified in the Order, after taking into account all taxes, duties, registration costs and other charges, as may be

applicable at the time of preparation of the Order, as the case may be. The Customer agrees that the Customer will be liable to bear and pay any and all applicable taxes, charges, levies, duties or any other imposts (whether applicable at the time of execution of the Order or made applicable later) that may be payable by virtue of the Customer executing this Agreement or availing Electric Vehicle Mobility hereunder or making payments pursuant to this Agreement. To this end, the Customer covenants to pay any and all such additional amounts that may be claimed by SUN Mobility.

b. Arbitration & Jurisdiction

- i. All disputes, differences, claims and demands arising under or pursuant to or concerning this Agreement shall be referred to Arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory amendment or re amendment or re-enactment thereof, subject to following rules:
 - a) Arbitration shall be conducted by a sole arbitrator to be appointed mutually by the parties.
 - b) The language of arbitration shall be English, and place of arbitration shall be Bangalore.
 - c) The respective costs of arbitration shall be borne equally by the parties in the first instance; however, the successful party shall be entitled to the costs of arbitration including legal and recovery costs.
 - d) The arbitrator to be appointed hereunder shall either be a retired judge having held a position not lower than that of Additional District Judge or an advocate recognised by the Bar Council of India, having an experience of not less than 10 years in practice.
 - e) The award shall be a speaking award and shall be binding on the parties.
- ii. The laws of India shall govern this Agreement. Subject to provisions of Section 13 (Data Protection & Confidentiality Obligations), the competent courts in Bangalore shall have exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way, relating to this Agreement.

c. Correspondence Address

Unless specifically provided otherwise, any notice or demands required to be given herein shall be given to the parties hereto in writing and by either Registered Post Acknowledged Due, e-mail or by hand delivery at the addresses mentioned below or at such other addresses as the parties hereto may hereafter substitute by written notice given in the manner prescribed hereinabove.

| Party | SUN Mobility | Customer |
|-------|--------------|-----------------|
| Name | | [Customer name] |

| | | |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Designation | | [Customer title] |
| Contact Information & Address | | [Contact Information & Address] |
| With a Copy to | Attn: Head Legal No. 25, Doddanekundi Industrial Area, Mahadevpura Post, Whitefield Main Road, Bangalore, Karnataka-560048 legal@sunmobility.com | Attn: [Attention] [Address for notices] [Email for notices] |

d. Waiver

Any waiver by a party of any rights that is available to it, shall not constitute a waiver of any other rights available to it, nor shall a waiver at one instance be construed as waiver at all similar instances in future. A waiver, in order to be effective, shall be in writing and shall be expressed in clear terms. It is clarified that there cannot be any implied waiver of any rights available to a party under this Agreement, and any delay, neglect, failure or refusal of a party in enforcing its right shall not constitute a waiver of any rights available to such party.

e. Headings

The headings in this Agreement are for convenience only and shall not define or limit any of the terms hereof.

f. Assignment

The Customer shall not be entitled to assign (in whole or in part) this Agreement or Order(s) or any of the rights or obligations of the Customer, without prior written consent of SUN Mobility, which consent may be given at SUN Mobility's own discretion. SUN Mobility shall have the right to assign (in whole or in part) this Agreement, Order(s), or any rights (including any part of the Monthly Fee that may be receivable under or pursuant to this Agreement) or obligations of SUN Mobility. In such an event, the Customer shall perform its obligations under or pursuant to this Agreement or relevant Order(s) *qua* such assignee.

g. Carbon Credits

The Customer hereby understands and acknowledges that SUN Mobility intends to approach relevant authorities to claim carbon credits on the use and operation of its assets including but not limited to SBs, Quick Interchange Stations and EVs. The Customer hereby agrees that it has no objections to such claims by SUN Mobility and that all rights in the carbon credits generated as a result of the use and operation of its assets shall solely vest with SUN Mobility.

15. THE AGREEMENT

- a. This Agreement contains the terms and conditions that will govern the provision of Electric Vehicle Mobility by SUN Mobility to the Customer. This Agreement shall be valid for three years and will stand renewed automatically on expiry of three years unless otherwise confirmed by any of the parties and accepted by the other party in writing before 90 days of expiry of the Agreement. Notwithstanding the termination or expiry of the Agreement, any Order(s) in force at such time of expiry or termination will continue to be valid on terms indicated in this Agreement and in the relevant Order(s), as the case may be.
- b. The Customer shall execute separate Order Form(s) in relation to specific EV(s) and volumes and each such Order shall constitute a separate agreement amongst the parties. Such Order Form(s) and Order(s) shall form an integral part of this Agreement.

16. FORCE MAJEURE

Neither Party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, war, pandemic, strike, embargo, government requirement, civil or military authority, act(s) of God, or by reason of any occurrence beyond its reasonable control and without the fault or negligence of the delayed or non-performing Party. For the avoidance of doubt, it is hereby clarified that payment obligations hereunder shall not be affected by any force majeure event.

| Party | For SUN Mobility Private Limited | |
|-----------------------------|-----------------------------------------|--|
| Authorised Signatory | | |
| Name | Anant Badjatya | |
| Designation | CEO | |

Annexure A
Order Form Template

Pursuant to the Electric Vehicle Mobility Agreement executed between SUN Mobility Private Limited and _____ effective _____ the Parties have now entered into this Order Form Template effective _____.

| SN. | SCOPE | DETAILED TERMS |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1. | Type of EV | |
| 2. | EV Specifications | |
| 3. | Number of EV(s) to be deployed | |
| 4. | Date of Delivery | |
| 5. | SBs Required per EV | |
| 6. | Delivery Location | |
| 7. | Operating Hours | |
| 8. | Contracted Boundary | |
| 9. | Timelines & Milestones | Contract Start Date: |
| 10. | Contracted Months | 36 months from the Contract Start Date |
| 11. | Asset Deposit This is an interest free refundable deposit. All Asset Deposits will be refunded within ninety (90) days of return of the EV (including accessories and key fobs) and settlement of outstanding payments by the Customer post expiry or termination of the Agreement. | |
| 12. | Monthly Fee per month per EV | |
| 13. | Charge for extra usage of EV | |
| 14. | Key Fob Charges | |
| 15. | Additional charges | |

IN WITNESS WHEREOF, the Parties have executed this Order Form Template by their authorized representatives as on _____

| | | |
|-----------------------------|-----------------------------------------|------------------------------------|
| Party | For SUN Mobility Private Limited | TROCKO LOGI PRIVATE LIMITED |
| Authorised Signatory | | |
| Name | | |
| Designation | | |

Annexure B
Declaration Format for Identifying Ultimate Beneficial Owner

To be shared by SUN Mobility to the Customer as required based on business requirements and terms of this Agreement.

Annexure C
Invoicing and Payment Terms

Payment Instructions: All Monthly Fees and reimbursements payable under this Agreement shall be paid to **Name of the SUN Mobility Private Limited.**

Payment Due date: The Monthly Fee (including Asset Deposits) is payable in advance as per Section 3 and the applicable Order.

Activation of the EV: The EV becomes active and ready for invoicing as on the Contract Start Date.

Consolidated Invoicing: A consolidated invoice is generated on the 1st of every month for the Monthly Fee due in accordance with the payment terms under this Agreement, for all EV(s) active as on that day.

Payment Slip: The Customer shall attach the duly filled payment slip along with the cheque/DD to help SUN Mobility in recording the payment accurately except in case payment is through post-dated cheques or standing instruction.

Late Payment Charges: In case any invoice is not paid on the due date, the Customer shall be liable to pay late payment charges at the rate of 2% per month from the due date until the date of payment.

Annexure D
Schedule of Charges

1. **Monthly Charges:** As per the EV model and associated rates agreed to by the Parties under the respective Order Form.
2. **Asset Deposit:** As per the rates agreed to by the Parties under the respective Order Form.
3. **Charge for extra usage of EV:** As per extra km usage rates agreed to by the Parties under the respective Order Form and as captured by the system based on CAN data.
4. **Termination Charges:** Termination charges will be levied in accordance with the following criteria:

| Termination Period | Termination Charges |
|--------------------------------------------|----------------------------------------------------------------------------------------------------|
| Termination within Year 1 | Loss of revenue for 3 months = Number of EV(s) * Monthly Fee *3 + redeployment costs as applicable |
| Termination from Year -1 to Year -2 | Loss of revenue for 2 months = Number of EV(s)* Monthly Fee * 2 + redeployment costs as applicable |
| Termination from Year -2 to Year -3 | Loss of revenue for 1 month = Number of EV(s)* Monthly Fee * 1 + redeployment costs as applicable |

Appendix 1 Definitions

- i. "Asset Deposit" means the deposit for assets under the Order.
- ii. "Contracted Boundary" means the city (as identified under the Order) in the state limits where the EV(s) has been registered with the relevant RTO office, within which Electric Vehicle Mobility can be availed by the Customer and it shall be recorded in the relevant Order. In the event the relevant Order has a different Contracted Boundary, the state boundary within which the EV is allowed by RTO registration will be applicable.
- iii. "Contracted Months" means the term agreed to under an Order.
- iv. "Contract Start Date" means the delivery date of the EV to the Customer as agreed to under the Order.
- v. "Data" means all Customer and EV related information that is collected and Processed in the context of the Electric Vehicle Mobility offered whether provided to SUN Mobility by Customer or by users, or generated by SUN Mobility through its systems and applications (derived data).
- vi. "Designated Workshops" means the auto workshops or any of them, designated by SUN Mobility for the repair and maintenance of the EV published from time to time. SUN Mobility reserves the right to add new workshops and/or remove workshops from the list of such Designated Workshops.
- vii. "Charge for extra usage of EV" means the rate, which the Customer has to pay for using the EV over and above the "Contracted Kilometres".
- viii. "Force Majeure" means any event that is not within reasonable control of a party (whose performance is affected by such event) including without limitation, insurrection, restraint imposed by the Government, act of legislative or other authority, war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pandemics, quarantine restrictions, strikes, lockouts or acts of God, that affects the ability of a party to perform its obligations as envisaged herein. Provided however, non-payment of amounts due from a party under this Agreement (for any reason) shall not be considered as an event of Force Majeure.
- ix. "GST Enactment", to the extent applicable, means and includes The Central Goods and Services Tax Act, 2017, The Integrated Goods and Services Tax Act, 2017, The Union Territory Goods and Service Act, 2017, the respective State Goods and Services Tax Acts and rules, notifications, circulars, orders and clarifications issued under the relevant enactment(s).
- x. "Insurance Policy" means the insurance policy for the EV as specified in Section 1 (b) (i) hereof.
- xi. "Manufacturer Manual" means and includes the manual(s) issued by the manufacturer/dealer of the EV.
- xii. "Term" means the period as specified in Section 2(a) hereof.
- xiii. "The EV" means the EV and each of the EV(s), specified in the relevant Order/ Order.
- xiv. "Total Loss" means total loss of the EV as determined by the Insurance Company.
- xv. "Monthly Fees" means the consideration payable by the Customer for the Electric Vehicle Mobility provided to them in relation the EV(s).
- xvi. "Outstanding Book Value" means the outstanding investment value (inclusive of financed insurance and registration/road tax amount) of the EV any point of time as per the Book Value chart computed as per annuity method (PMT Formula).
- xvii. "Personal Data" means sensitive personal information if any, collected by SUN Mobility for each EV which can identify an individual.

- xviii. "Personal Data Security Breach" means the unauthorized acquisition, access, use or disclosure of unencrypted Personal Data that compromises the integrity or privacy of such data to the extent the compromise poses a significant risk of financial, reputational, or other harm to the individual. A Personal Data Security Breach is deemed not to have occurred where there has been an unintentional acquisition, access or use of unencrypted Personal Data by an employee of SUN Mobility or a third party or an individual acting under their respective authority, if the acquisition, access, or use of Personal Data was made in good faith and within the course and scope of the employment or professional relationship of such employee or other individual; and the Personal Data are not further acquired, accessed, used or disclosed by any person
- xix. "Processing" means any operation that is performed on Personal Data, whether or not by automated means, such as collection, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Data.
- xx. "SUN Mobility Driver's Manual" means the manual issued by SUN Mobility as may be amended by SUN Mobility at its discretion, from time to time.
- xxi. Ultimate Beneficial Owner means any natural person(s) who ultimately owns or controls the Customer and/or the natural person(s) on whose behalf a transaction or activity is being conducted. Without prejudice to the generality of the foregoing, Ultimate Beneficial Owner shall mean such natural person(s) who directly or indirectly:
- Has an interest of more than 50% in the assets (ownership) of the Customer;
 - Has the ability to exercise more than 50% of the voting rights in decision making other than day to day management;
 - Has factual control.