# **Strategic Partnership Term Sheet**

**Between:** **EnviroCharge Inc.** (“Company”) – developer of modular EV-charging kiosks  
 **and** **VoltAxis Networks Ltd.** (“Partner”) – operator of commercial parking infrastructure

**Date:** November 14 2025

## **1 Purpose**

This non-binding term sheet outlines the principal terms of a proposed **strategic partnership** under which VoltAxis will deploy and operate EnviroCharge kiosks at select parking sites across California and Nevada.

## **2 Structure**

| **Item** | **Description** |
| --- | --- |
| Type | Joint Marketing & Revenue-Share Agreement |
| Pilot Sites | 50 locations (30 CA / 20 NV) |
| Term | 5 years + renewal option (3 yrs) |
| Exclusivity | VoltAxis exclusive within covered sites; EnviroCharge restricted from other partners for 10 mi radius |
| Branding | “VoltAxis Powered by EnviroCharge” co-label |

## **3 Commercial Terms**

| **Element** | **Term / Value** | **Comment** |
| --- | --- | --- |
| Capital Cost per Site | $62 000 avg | EnviroCharge funded |
| VoltAxis Contribution | Site access + power interconnect | No cash outlay |
| Revenue Share | 60 % VoltAxis / 40 % EnviroCharge | Partner-favored split |
| Payment Terms | Quarterly, net 45 days | — |
| Pricing Control | VoltAxis sets end-user tariffs | Removes Company control |
| Minimum Throughput Guarantee | None | Revenue risk on Company |
| Target IRR | 11 % (EnviroCharge model) | Below 13 % hurdle |

## **4 Operations & Maintenance**

* EnviroCharge responsible for hardware warranty, maintenance, and remote monitoring.
* VoltAxis to provide site security and signage only.
* Uptime target ≥ 96 %; penalties $75 / day / charger > 72 h down.

*Observation:* Typical penalty equates to < 0.2 % of revenue—weak enforcement.

## **5 Data & Analytics**

VoltAxis retains full ownership of customer and transaction data but will grant EnviroCharge a limited license for operational use only.  
 Data monetization opportunities (advertising, fleet analytics) require mutual consent but **VoltAxis holds first-refusal rights**.

## **6 Governance**

A **Joint Steering Committee** (3 VoltAxis / 2 EnviroCharge) will oversee implementation.  
 Committee meets quarterly; decisions by simple majority.

*Effect:* EnviroCharge minority vote—limited influence on operational changes.

## **7 Financial Projections (Pilot Summary)**

| **Metric** | **Year 1** | **Year 2** | **Year 3** | **Comment** |
| --- | --- | --- | --- | --- |
| Charging Revenue ($ M) | 1.2 | 2.3 | 3.0 | Growth as sites ramp |
| EnviroCharge Share (40 %) | 0.48 | 0.92 | 1.20 | — |
| O&M Expense ($ M) | 0.55 | 0.60 | 0.63 | Rising labor & spares |
| Net Cash to EnviroCharge ($ M) | (0.07) | 0.32 | 0.57 | First-year loss |

Break-even projected late Year 2; cumulative ROI ≈ 9 % over pilot—below target.

## **8 Key Risks**

1. **Revenue Concentration:** 1 partner controls pricing and customer base.
2. **Low IRR:** capital burden sits with EnviroCharge.
3. **Governance Imbalance:** steering-committee voting skewed 3:2.
4. **Data Access Limitations:** restricts secondary-revenue potential.

## **9 Next Steps**

* Draft long-form agreement by Dec 2025.
* Pilot launch Q2 2026 pending Board approval.
* Both parties to complete site selection by Jan 15 2026.