

READICHARGE INSTALLER TERMS AND CONDITIONS

RediCharge, LLC ("RediCharge") allows customers (collectively "Customers") to seek out the services of electricians, contractors, and/or subcontractors (collectively "Installers") to install or service electric vehicle charging stations ("EV Chargers"). Installers, and any agents or employees of Installers (collectively "You," "Your" or "Yourself"), may use the RediCharge mobile application and any future versions or modifications thereof (the "App") and the information contained therein subject to Your agreement to adhere to the obligations contained in these terms and conditions (hereinafter, the "Agreement"), which may be modified, amended, or replaced by RediCharge from time to time at RediCharge's sole discretion. Such modifications will become effective immediately upon posting. This Agreement shall also govern other aspects of Your relationship with RediCharge beyond Your use of the App, as described herein.

In consideration of RediCharge granting You access to its App, and the information contained therein, and as a material condition prerequisite to Your use of the App, You must read and accept the terms and conditions of this Agreement. It is Your responsibility to review this Agreement on a regular basis to keep Yourself informed of any modifications, revisions, additions, or replacements.

BY USING THE APP, FEATURES (AS DEFINED BELOW), OR WEBSITE (AS DEFINED BELOW), THE INSTALLER ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED IN THIS AGREEMENT.

1. APP FEATURES

By agreeing to the terms and conditions of this Agreement, You are hereby permitted to use the services offered to Installers, including access to solicitations from Customers to perform work associated with the installation of EV Chargers, scheduling and calendar functions, posting and sharing of Installer Content (as defined below), and such other services that RediCharge may offer to Installers from time to time (collectively, the "Features").

2. WARRANTIES AND PERFORMANCE

You warrant that You, and any Installers associated with You who may perform work for any Customers, are licensed, bonded, and otherwise are fully capable, and legally authorized, to perform the services associated with installing EV Chargers. You warrant that all work or services will be performed in a good and workmanlike manner and will be free of defects. You warrant that all products installed, and equipment furnished will be new, and of good quality. Any work that does not meet these standards may be considered defective. You warrant that You have actual, unqualified authority to enter this Agreement and bind Yourself hereto.

Notwithstanding the terms of any agreement between You and any Customer, You shall be responsible for the level of quality, timely completion and coordination of all services You render, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies provided that Customer notified Contractor or RediCharge thereof within thirty (30) days of the date of the initial installation or the subsequent remedy or correction at issue. RediCharge agrees to forward any such notifications from a Customer as soon as practicable but the fact that any messages received by RediCharge during the thirty (30) day period are only forwarded to You after the expiration of such period shall in no way release you of the foregoing obligation.

3. DISCLAIMERS

RediCharge hereby disclaims the existence of all relationships with You, with the sole exception being the contractual relationship created by this Agreement. You agree that no joint venture, joint enterprise, partnership, employment, agency, fiduciary, contractor/subcontractor, or bailor/bailee relationship exists between You and RediCharge as a result of this Agreement (including, without limitation, as a result of the manner of payments as provided in Section 8 below), or the use of the App, any Features, or RediCharge's Website (the "Website"). You agree that You waive any right to assert any such relationship, unequivocally and without reservation, now or in the future. You agree that you waive any claim or argument that You did not understand the scope, breadth, or import of this provision.

You acknowledge and agree that RediCharge is merely a matchmaker, and plays absolutely no part in the evaluation, design, planning, or performance of any installation, maintenance or other projects related to EV Chargers. Any substantive agreements concerning the particulars or logistics of installation or services of EV Chargers are between You and the Consumer and create no rights or responsibilities as to RediCharge, with the sole exception of collecting and distributing payment for said projects, as described in greater detail below. To the extent a Customer engages You to perform any services other than those requested and scheduled through the App ("Outside Services"), entry into such arrangement is completely at your own risk and outside the scope of your relationship with RediCharge and, as such, You are fully responsible for such arrangement and agree to indemnify and hold RediCharge and each of its affiliates and subsidiaries, and their respective owners, managers, officers, employees, agents, and representatives harmless for any liabilities, losses, claims or damages that may arise, directly or indirectly, from any such Outside Services.

THE APP, WEBSITE AND ALL FEATURES ARE PROVIDED "AS IS" AND WITH NO WARRANTY AS TO FUNCTIONALITY OR ABSENCE OF ANY DELAYS (AS DEFINED BELOW). USING THE APP, WEBSITE OR ANY FEATURES DOES NOT ENSURE THAT YOU WILL BE MATCHED WITH ANY INSTALLATIONS OR OTHER PROJECTS OF ANY KIND. READICHARGE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW. READICHARGE DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND YOU EXPRESSLY AGREE THAT YOU WILL USE THE APP, FEATURES, AND WEBSITE IN WHATEVER CONDITION YOU FIND THEM.

4. SCHEDULING AND CALENDARS

You agree to input and make available Installer schedules in a calendar Feature associated with the App, and that installation jobs will be matched with Installers based on, among other things, their stated availability. Installers are obligated to accept any jobs they are matched with based on their stated availability. You agree that You have a continuing and affirmative obligation to update Your Installer schedules regularly in order to avoid double-bookings or other scheduling conflicts. You agree not to perform any services on behalf of a Customer unless either the Customer or another individual of at least 18 years of age authorized by the Customer is present at the installation location at the scheduled time. **Any violation or breach of this section will constitute a material breach of this Agreement, which may result in termination, and/or the imposition of any sanctions or remedies described herein, including, but not limited to, liquidated damages.**

5. LICENSING

You acknowledge and agree that all Installers must be licensed according to the state and local rules for the location of any project with which you are matched under this Agreement. You agree to provide accurate licensing information, including copies of current licenses as prompted by the App, for all Installers as a prerequisite scheduling or performing any projects. Likewise, You acknowledge and agree that allowing any person who is not properly licensed to perform any installation project is a material breach of this Agreement. Similarly, You agree to provide notice of any termination, suspension, or expiration of any Installer's license within three (3) days of such occurrence, regardless of whether the license is promptly reinstated or restored. **Any violation or breach of this section will constitute a material breach of this Agreement, which may result in termination, and imposition of any other sanctions or remedies described herein, including, but not limited to, liquidated damages.**

6. INSURANCE AND BONDS

You agree to maintain in effect insurance and, if required pursuant applicable laws or rules for the location of any project with which you are matched under this agreement, bonding adequate to cover damages, losses, and liabilities that may occur as part of any installation project performed by You. All insurance maintained by You shall comply with applicable laws and any standards for Your industry in the state or locale in which any installation project may be performed by You.

You agree to provide accurate information concerning Your insurance and bonding as prompted by the App, and to deliver a certificate of insurance or bonding certificate within three (3) days of any request by RediCharge. You agree to provide RediCharge notice of any change or cancellation of coverage within three (3) days of such change or cancellation, regardless of whether coverage is restored. You agree to not perform or schedule any installation projects via the App until coverage and/or bonding are fully restored.

You agree to regularly update Your insurance and bonding information, and shall upload such accurate documents and other information as are prompted by the App. You agree that you will be solely responsible for any liability arising from inaccurate or stale insurance information. You understand and agree that Your insurance will be the primary policy to cover all damages as a result of installation or other projects performed by You, and you agree to waive all arguments to the contrary. You understand it is exclusively your responsibility to maintain adequate insurance coverage, and that it is exclusively your responsibility to disclose the existence of this Agreement and installation projects matched to you via the App to your insurance carrier(s) and sureties. You agree that if You breach this section, liability and/or financial responsibility for any denial of coverage will be solely Your responsibility.

You agree to maintain workers compensation insurance as required by any applicable state or local law in the area in which You perform installation projects. You agree to provide a certificate of coverage to RediCharge when prompted by the App or within three (3) days of any request for the same. You agree to notify RediCharge of any lapse or change in coverage within three (3) days, regardless of whether coverage is resumed.

Any violation or breach of this section will constitute a material breach of this Agreement, which may result in termination, and imposition of any other sanctions or remedies described herein, including, but not limited to, liquidated damages.

7. AUTHORIZATION FOR BACKGROUND CHECKS

You agree that RediCharge may investigate Your personal or company history upon your agreement to the terms and conditions of this Agreement and at any time thereafter, and that such

investigation may include, but not be limited to, verification of all information given by you to RediCharge. You authorize RediCharge to, at RediCharge's discretion, contact prior employers and others for whom You have provided services in the past to inquire as to your past performance and other matters, and to contact government and other entities to obtain information concerning Your character, reputation, personal or business characteristics and credit standing. The types of information that RediCharge may order or pursue include, without limitation, such things as social security number or EIN verification, criminal records, national sex offender search, educational background, driving records, licensing and certification checks, credit reports, and workers compensation injuries and other information deemed relevant by RediCharge in its discretion. RediCharge will comply with applicable laws in conducting any such investigations, and You agree to fully cooperate therewith and to sign any waivers or releases that may be necessary or desirable to obtain access to relevant information. In the event that any former employer or other company, or any federal, state, or local governmental agency, will not release requested information to RediCharge, You agree to personally request such information to the extent permitted by law and to provide the same to RediCharge.

You acknowledge and agree that if the results of any background investigation performed by or on behalf of RediCharge are unsatisfactory to RediCharge for any reason, or if You fail to cooperate with any investigation as required by this Agreement, that RediCharge shall be entitled to terminate this Agreement with you and to revoke your access to the App, Website and all Features.

8. PRICING AND PAYMENT

You agree to perform installation projects according to RediCharge's **Pricing Schedule**, which is incorporated by reference as though stated verbatim herein, as the same may be modified from time to time by RediCharge in its sole discretion. You will not charge any Customer any additional or different amounts for work performed by you that are procured as a result of this Agreement or the App. You agree that RediCharge will be entitled to a fee according to the Pricing Schedule, and as consideration for offering the matchmaking, collection, and Content (as defined below) functions described in this Agreement. You agree that RediCharge will accept all payment for installation projects, collect its matchmaking fee, and remit payment to You. RediCharge will not be required to withhold any taxes or other amounts from payments made to You under this Agreement and You shall be fully responsible for any taxes or similar charges due by you in relation to any payments received pursuant to this Agreement or any projects performed in connection herewith. RediCharge may issue an IRS form 1099 in relation to payments made to You in order to report such payments as required by applicable law.

RediCharge is not a guarantor of payment for any installation or other projects and shall not be liable to You for any costs, expenses or other payments related to any such projects performed by You. You expressly, unequivocally, and irrevocably waive all rights, claims, demands, or causes of action against RediCharge in connection with any failure of payment by any Customer, including incomplete payments; and in so doing, agree and acknowledge that such a failure is, by definition, an act outside of RediCharge's control, and therefore, cannot give rise to any liability against RediCharge.

9. LIMITED LICENSE

In consideration of Your agreement to the terms and conditions of this Agreement, RediCharge grants You a limited license to access and use the App and its Features, and to communicate with Customers regarding the same to the extent required to schedule and complete installation projects

(collectively, the “Limited License”). Notwithstanding the foregoing, You acknowledge and agree that You will not access, reproduce, duplicate, copy, sell, re-sell, use, or otherwise exploit the App, Features, or Website (or any of the content therein including, without limitation, any “PII” (as defined below) for any purpose, without the express written consent of RediCharge.

10. CUSTOMER AND INSTALLER CONTENT

a. Customer Content

Customers may submit a review, report, or other information (collectively, “Customer Content”) concerning any Installer with which they have communicated or had another first-hand experience, whether or not work was started, performed, or completed. If You dispute any Customer Content, Your sole course of action with respect to such Customer Content as it relates to RediCharge is to request a review and potential corrective action, both of which fall exclusively within RediCharge’s sole discretion.

RediCharge does not endorse, and is not responsible, or liable for, any Customer Content, Installer Content (as defined below), data, advertising, products, goods, or services available from, or through, RediCharge. The statements, information, and ratings contained in any Customer Content are solely the opinion of the Customer submitting such Content, and do not reflect the opinion of RediCharge or any of its affiliates, subsidiaries, owners, shareholders, members, directors, managers, officers, employees, agents, or representatives.

You acknowledge and understand that RediCharge simply acts as a passive conduit and an interactive provider for the publication and distribution of Customer Content and Installer Content. RediCharge does not have any duty or obligation to investigate the accuracy of Customer Content or the quality of the work performed by You, or any other Installer which is the subject of any Customer Content.

It is Your sole responsibility to review and monitor any Customer Content and to submit responses You deem necessary. RediCharge does not have any obligation to provide You with a notice or update with respect to any new information or Customer Content that it learns of or receives about You from its Customers.

You agree that, absent express written authorization by RediCharge, You are not to access, copy, duplicate, reproduce, alter, modify, create derivative works, display, sell, re-sell, advertise, market, or otherwise exploit Customer Content, any Customer profiles, any Installer profiles, or any other Content from the App, Features, Website, or RediCharge, including, without limitation, any reviews or ratings contained in any Customer Content.

b. Installer Content

By using the App, You agree it is solely Your responsibility to evaluate Your risks associated with the use, accuracy, usefulness, completeness, appropriateness, or legality of any information, responses, writings, or other materials that You submit, transmit, or otherwise convey through the App (collectively, “Installer Content” and, together with Customer Content, the “Content”).

You acknowledge and agree that You can neither require RediCharge to place an Installer, or any Installer Content, on its App or Website; nor can You compel or require RediCharge to remove, revise, amend, or supplement any Installer, Installer Content, Customer, or Customer Content from its App, Features, or Website. You further acknowledge and understand that You are not a Customer, cannot refer to Yourself as a Customer, are not afforded the same access to the App or Website as a Customer, and do not enjoy the same scope of benefits afforded to a Customer. **Any instance in which You refer to Yourself as a Customer, or otherwise create the impression that you are a Customer, will constitute a material**

breach of this Agreement, which may result in termination, and imposition of any other sanctions or remedies described herein, including, but not limited to, liquidated damages.

You have the sole responsibility of updating any and all of Your information on the App and/or Website including, without limitation, Your calendar, description, and profile information. Installer Content shall not contain any unauthorized content which includes but is not limited to:

- i. Offensive, harmful, and/or abusive language, including, without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language, or hate speech (e.g., racist/discriminatory speech.);
- ii. Comments that do not address the Customer Content or comments with qualitative value as determined by RediCharge in its sole discretion;
- iii. Content that contains personal attacks, threats, or describes physical confrontations and/or sexual harassment;
- iv. Messages that are advertising or commercial in nature, or are inappropriate based on the applicable subject matter;
- v. Language that violates the standards of good taste, the standards of the App or Website, as determined by RediCharge, in its sole discretion;
- vi. Content that is illegal (or determined by RediCharge to be illegal), or that violates any federal, state, or local law or regulation, or the rights of any other person or entity;
- vii. Language intended to impersonate other users (or any other individual);
- viii. Offensive or inappropriate usernames or signatures; and/or
- ix. Content that is not in English, that is encrypted, or that contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, intercept, appropriate, or interfere with any system, data, or personal information, in any way whatsoever.

You hereby represent and warrant to RediCharge that: (a) all information You provide to RediCharge is true, complete, and accurate in all respects, and (b) You are authorized to submit information to RediCharge. You authorize RediCharge to rely upon the truthfulness, completeness, and accuracy of Installer Content in order to serve its Customers. Likewise, You agree that, by using the App, Features, or Website as a representative of any company or business that provides electrician's services, you have the authority to act on that company's or businesses' behalf and bind it to the terms and conditions of this Agreement.

To the extent a third party posts or submits any Installer Content on your behalf, or manages Your profile, or any other information on the App or Website, You hereby acknowledge and agree that You shall remain fully responsible for any Installer Content or information posted or submitted by such third party. You agree to notify RediCharge immediately if any third party, authorized or unauthorized, posts any Installer Content on your behalf, or that appears to be posted by You, that violates this Agreement in any manner whatsoever.

To the extent you send any messages to a Customer via the in-app messaging feature of the App, any messages sent thereby shall be considered Installer Content and shall be governed by this Section 10. You also recognize and agree that You have no expectation of privacy with respect to any messages sent

and/or received via in-app messaging and that any messages on or using such feature may be monitored and/or removed by RediCharge at any time and for any reason without notice.

c. Release and Waiver Regarding Content Based Claims

Under no circumstances will RediCharge be liable in any way for any Customer Content or Installer Content, including, but not limited to, any Customer Content or Installer Content that contains errors, omissions, or defamatory statements, or for any loss or damage of any kind incurred as a result of the use of any Customer Content or Installer Content submitted, accessed, transmitted or otherwise conveyed via the App, Website or otherwise.

You hereby waive any claims, rights, actions, or demands that You may have against RediCharge, or any of its affiliates, subsidiaries, owners, shareholders, members, directors, managers, officers, employees, agents, representatives, or Releasees (as defined below) with respect to any Customer Content or Installer Content, and hereby release RediCharge and all other Releasees, from any and all liability for, or relating to, Customer Content or Installer Content.

You acknowledge and agree that RediCharge has sole discretion to remove any Content, or any portion thereof, without notice, for any reason whatsoever. RediCharge is under no obligation to post, use, or maintain any Installer Content. You acknowledge and agree that this Agreement does not afford You any intellectual property rights aside from the Limited License described herein, and that you have no freedom of speech rights associated with the App, Features, Website, or this Agreement, and that RediCharge is not a government agency of any kind. Furthermore, you expressly waive and relinquish all rights to any type of defamation claims, any type of Anti-SLAPP claims or defenses, any type of public disclosure of private fact claims, and any type of invasion of privacy claims. RediCharge may suspend, restrict, or terminate the Your use of the App, or any portion thereof if You breach or fail to comply with any of the terms and conditions of this Agreement.

d. Indemnification Regarding Content Based Claims

You agree to indemnify and hold RediCharge and each of its affiliates and subsidiaries, and their respective owners, managers, officers, employees, agents, or representatives harmless for any damages that may arise, directly or indirectly, from any claim or right You may have against RediCharge with respect to any statements made by an Installer, or Installer Content which is communicated, posted, or published on the App, its Website, or to a third party.

Similarly, You agree to indemnify and hold RediCharge and each of its affiliates and subsidiaries, and their respective owners, managers, officers, employees, agents, or representatives harmless for any damages that may arise, directly or indirectly, with respect to any statements made by You, or any Installer Content submitted by a You, which is communicated, posted, or published by RediCharge on the App, its Website, or to a third party.

e. License to Use Installer Content

Although RediCharge does not claim ownership of any Installer Content, or other communications or materials submitted by You to RediCharge, by providing Installer Content for or in relation to the App, Website, or other mediums, You automatically grant, and You represent and warrant that You have the authority to grant, RediCharge an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify, and distribute such Installer Content, and to prepare derivative works, or incorporate Installer Content into other works, and to grant sublicenses (through multiple tiers) of the foregoing rights and privileges. In addition, by providing RediCharge with Installer Content, You automatically grant RediCharge all rights necessary to prohibit the subsequent display, copying, duplication, reproduction, aggregation, or exploitation of Installer Content by any other

party. RediCharge is not obligated to pay for its use of Installer Content. Rather, the consideration for the aforementioned rights and privileges is RediCharge's provision of the App, Features, Website, and the functions therein. You acknowledge and agree that such consideration is of good and sufficient value, and is received by You by virtue of You using the App, Features, or Website.

f. **Prohibited Conduct**

You and Your current or former owners, directors, managers, employees, agents, and family members are expressly prohibited from purchasing RediCharge goods or services for Customers, or reimbursing Customers for the same. In addition, individuals affiliated with You, including, without limitation, current or former owners, current or former employees or officers, family members, or current or former partners, investors, managers, or directors (collectively, the "Affiliated Persons") may not submit Customer Content concerning Yourself. You hereby acknowledge and agree that, to the extent an Affiliated Person has submitted or posted any Customer Content concerning Yourself, or any company or person competitive to You, RediCharge may immediately remove such Content without notice to You, and without recourse against RediCharge.

You agree not to use, or cause any robot, bot, spider, other automatic device, computer program routine, or manual process to monitor, duplicate, take, obtain, transfer, modify, use, reproduce, aggregate, or copy RediCharge, any Customer Content, any Customer profiles, Installer Content, Installer profiles, or any other content contained on the App, Website, or any other publication of RediCharge. You shall not use, or cause any device, software, or routine to interfere, or attempt to interfere with, the functionality of the App, Features, or Website.

10. PRIVACY

You agree to be bound by RediCharge's **Privacy Policy**, as the same may be modified from time to time by RediCharge in its sole discretion. You agree that, to the extent you receive any information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual ("Personal Identifying Information" or "PII") you are obligated to take reasonable steps to protect that information from any disclosure to third parties whatsoever. Moreover, You agree that you will not sell, trade, disclose, market, lease, rent, or commercialize any PII obtained through the App, Website, or this Agreement for any reason. Similarly, You agree to refrain from contacting Customers to offer or advertise additional services or products not offered through the App.

You acknowledge that the App and/or Website utilize one or more website analytic services, including, without limitation, recording mouse clicks, mouse movements, scrolling activity and text entered into the App and/or Website by users. RediCharge may use the information collected to improve the usability and other features of the App and/or Website.

You acknowledge that RediCharge will use Your telephone numbers, email addresses, and facsimile numbers to contact You with information regarding RediCharge and installation projects. RediCharge agrees not to sell, trade, rent, or share such information with any third parties. By providing a wireless phone number to RediCharge, You agree that RediCharge may call or send text messages to the wireless phone number for any purpose, including marketing purposes, using all methods now known and discovered in the future, including, but not limited to, auto-dialers, pre-recordings, and general telemarketing practices. You agree that RediCharge may contact you regarding the products and/or services that You have previously purchased, and products and/or services that RediCharge may market to You in the future.

11. INTELLECTUAL PROPERTY

ReadiCharge is the owner, authorized user, and/or licensee of any trademark, service mark, logo, trade dress, or other content displayed on the App and/or Website, including, without limitation, the name “ReadiCharge” (hereinafter, “Intellectual Property”). ReadiCharge does not grant You any license or other authorization to copy or use its trademarks, service marks, copyrighted material, or other intellectual property, except as exclusively provided herein. Any use You make beyond, or outside the Limited License granted to You in this Agreement will constitute a violation of ReadiCharge’s rights, and may subject you to liability, damages, remedies, and/or sanctions.

12. RELEASE AND WAIVER

You, acting on behalf of Your agents, heirs, executors, representatives, designees, spouse(s), successors, predecessors, attorneys, affiliates, and assigns, knowingly and voluntarily release and forever discharge ReadiCharge, and its current and former shareholders, owners, members, partners, directors, managers, officers, principals, employees, independent contractors, insurers, lenders, agents, heirs, executors, representatives, designees, predecessors, affiliates, divisions, attorneys, and assigns (“Releasees”) from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, damages, judgments, claims, and demands whatsoever in law or in equity (“Claims”), which You might raise against ReadiCharge, based on any alleged acts, omissions, transactions, or occurrences whatsoever, from the effective date of this Agreement onward, and unequivocally waive the same, with the sole exception being Claims for breaches of this Agreement which may occur after the effective date. To be clear, You waive all Claims, aside from breach of contract, and conversely, agree that your rights to redress against ReadiCharge for any action or omission are *limited to* asserting causes of action sounding as breach(es) of contract.

In the event the foregoing release is held to be unenforceable or void for any reason, the Parties agree to stipulate to a new release with equal effect to the greatest extent permitted by law. You agree that You have been represented by counsel, or have had adequate opportunity to be represented by counsel, and make these waivers knowingly and voluntarily.

13. BREACH OF CONTRACT AND LIQUIDATED DAMAGES

ReadiCharge reserves the right to exercise any rights or remedies which may be available to it if You breach or violate the terms and conditions of this Agreement. These remedies include, but are not limited to, (a) revocation of Your use of the App, Website, and all Features, and termination of this Agreement, (b) removing Your presence from the App and/or Website, (c) cancellation of any yet to be performed installation or services, and/or (d) instigation of arbitration or other appropriate civil proceedings against You. These remedies are cumulative, and non-exclusive, such that ReadiCharge has the right to exercise any, or all, remedies, and the exercise of one remedy shall not preclude the availability of any other remedy. If You are suspected by ReadiCharge for any reason of a breach or violation of the terms of this Agreement, ReadiCharge may suspend your access to and use of the App, Website, and all Features pending further review to determine if an actual breach has occurred.

You understand and agree that damages resulting from Your breach of this Agreement are difficult, if not impossible, to calculate. Thus, You agree that if ReadiCharge pursues legal action to enforce the terms and conditions of this Agreement, You will be liable to pay ReadiCharge the amounts described below as liquidated damages. Furthermore, You agree that the following liquidated damages are reasonable estimates of ReadiCharge’s damages for the specified breaches of this Agreement and are not punitive in nature.

If You post Installer Content which violates this Agreement, You agree to promptly pay ReadiCharge One Thousand Dollars (\$1,000) for each post in violation of this Agreement. If You exploit or commercialize

any Customer Content, any PII, or any other information contained on the App or Website, for any purpose, in a manner that violates this Agreement, You agree to pay Ten Thousand Dollars (\$10,000) per instance.

If You use, or cause any robot, bot, spider, other automatic device, computer program, or any manual process to monitor, duplicate, take, aggregate, obtain, modify, use, reproduce, or copy any Customer Content, any PII, Installer Content, profiles, or any other content contained on the App or Website, or in any other RediCharge product or publication, You agree to pay One Thousand Dollars (\$1,000) for each report, record, review, or other information that is monitored, duplicated, transferred, taken, obstructed, modified, used, reproduced, aggregated, or copied.

You agree that any breaches of the Licensing or Insurance and Bonding provisions stated herein shall result in liquidated damages to be paid by You in the amount of One Thousand Dollars (\$1,000) per occurrence; and Ten Thousand Dollars (\$10,000.00) for any three occurrences within one year.

You agree to pay the actual damages suffered by RediCharge to the extent such actual damages can be reasonably calculated to exceed the liquidated damages stated above.

Notwithstanding any other provision of this Agreement, RediCharge reserves the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction. You understand and agree that RediCharge's choice to seek those remedies does not waive or diminish its rights to liquidated or actual damages.

14. LIMITATIONS OF LIABILITY

You expressly understand and agree that RediCharge will not be liable for any indirect, incidental, special, punitive, compensatory, consequential, or exemplary damages whatsoever. Additionally, and without limitation to any other provision of this Agreement, you agree RediCharge will not be liable for any damages whatsoever resulting from: (a) termination of this Agreement and resulting inability to use the App, Features, or Website; (b) the cost of any goods and/or services purchased or obtained as a result of the use of the App, Features, or Website; (c) disclosure of, unauthorized access to, or alteration of Your information or Installer Content; (d) Installer Content you submit, receive, access, transmit, or otherwise convey through the App, Features, Website, or this Agreement; (e) statements or conduct of any Customer or other third party; (f) any failure of the App, Website or any Features to operate as intended or any failure of RediCharge to provide the services under this Agreement; (g) any other dealings or interactions You have with any other Installer (or any of their representatives or agents); (h) Your negligence with respect to any aspect of any installation project; (i) any intentional tort or action by You or any of Your personnel of any type whatsoever; or (j) any act or omission claimed according to respondeat superior or any other vicarious liability theory. These limitations shall apply to the fullest extent permitted by law, and shall be reformed and incorporated to the extent any part is considered void or enforceable.

TO THE EXTENT READICHARGE IS FOUND LIABLE FOR ANY CLAIM, CAUSE OF ACTION, OR DAMAGES RELATED TO THIS AGREEMENT, OR USE OF THE APP, FEATURES, OR WEBSITE, IN NO EVENT SHALL READICHARGE'S LIABILITY FOR DAMAGES EXCEED ONE THOUSAND DOLLARS (\$1,000).

In some jurisdictions, limitations of liability are not permitted, or are abridged in some way. If, despite the choice of law provisions contained herein, this agreement is construed, interpreted, or adjudicated under the law of any jurisdiction which prohibits, restricts, or abridges the right to limit liability or damages, then this provision shall be severed from the agreement and reformed. You expressly agree to form a new provision which mirrors this provision to the extent permitted by law, and which severs only those portions which might be considered void or unenforceable.

15. INDEMNIFICATION

You agree to indemnify and hold RediCharge and all Releasees harmless from any loss, liability, claim, or demand of any nature whatsoever, including attorneys' fees and applicable costs, made by any Customer, or any third party, due to, or arising out of, Your use of RediCharge, the App, the Features, or the Website, or any services performed, or products installed, for any Customer.

16. ARBITRATION

a. **Informal Negotiations.** You and RediCharge may attempt to negotiate any past, present, or future dispute, controversy, or claim, between Yourself and RediCharge ("Disputes") prior to initiating any arbitration or court proceeding. Such attempts will be referred to as "Informal Negotiations." Informal Negotiations will commence upon written notice from one party to the other. Your address, for the purpose of any notices under this Section, is the physical address You provided to RediCharge. The address for notices to RediCharge is:

**RediCharge
2510 S Telegraph Rd, Ste L263
Bloomfield Hills, MI 48302**

b. **Arbitration.** If a Dispute is not resolved through Informal Negotiations within thirty (30) days, You and RediCharge agree to resolve any and all Disputes (except those Disputes expressly excluded below) through binding arbitration ("Arbitration Clause"). This Arbitration Clause shall be governed by the Federal Arbitration Act and shall be considered to concern or evidence a transaction involving commerce. The arbitration will be commenced and conducted before a single arbitrator under the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website (www.adr.org). Your arbitration fees and Your share of arbitrator compensation will be governed by the AAA Rules. Each party will pay the initial fees for his/her or its own attorneys, subject to any remedies that party may later be awarded, which may include an award of attorney fees as the prevailing party. The arbitrator will make a decision in writing. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any Dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Clause. However, the preceding sentence shall not apply to the "Class Action Waiver" described in Subsection (4) below.

c. **Excluded Disputes.** You and RediCharge agree that the following Disputes are excluded from this Arbitration Clause: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of RediCharge's intellectual property rights; (2) individual claims in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for injunctive relief.

d. **WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION.** To the fullest extent permitted by applicable law, You and RediCharge agree to bring any Dispute to arbitration on an individual basis only, and not as a class or collective action. You Agree that there will be no right or authority for any Dispute to be brought, heard, or arbitrated as a class or collective action ("Class Action Waiver"). Regardless of anything else in this Arbitration Clause, and/or the applicable AAA Rules or AAA Consumer Rules, the interpretation, applicability, enforceability, or formation of the Class Action Waiver may only be determined by a court, and not by an arbitrator.

e. **Rules/Standards Governing Arbitration Proceeding.** A party who wishes to arbitrate a Dispute covered by this Arbitration Clause must initiate an arbitration proceeding no later than the expiration of the Limitations Period (as defined below). To the extent that any court or arbitrator finds that the Limitations Period is void or unenforceable, the provision shall be reformed to the fullest extent permitted by law. In the event that the Limitations Period cannot be reformed, then no Dispute shall be brought later than the expiration of the statute of limitations that applicable law prescribes for the claim asserted. The arbitrator shall apply the statute of limitations that would have applied if the Dispute had been brought in court. A party waives any right to bring a Dispute, and the same shall be forever barred, if the party fails to bring the Dispute within the applicable Limitations Period or statute of limitation. The arbitrator may award any remedy to which a party is entitled under applicable law, subject to the limitations stated throughout the entirety of this Agreement. The arbitrator is without authority to apply any different substantive law. The parties have the right to conduct adequate civil discovery and present witnesses and evidence as needed to present their cases and defenses, and any dispute in this regard shall be decided by the arbitrator. The location of the arbitration proceeding shall take place in the city or county where You reside unless each party agrees otherwise. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's award.

f. **Severability.** You and RediCharge agree that if any portion of this Arbitration Clause is found illegal, void, or unenforceable, that portion will be severed and reformed, and the remainder of this Section will remain in full force and effect.

17. LIMITATIONS PERIOD AND NOTICE OF CLAIM

You agree that, regardless of any statute or law to the contrary, any claim, demand, or cause of action arising out of, or related to, your use of the App, Features, Website, or this Agreement shall be submitted to arbitration within one (1) year after such claim or cause of action arose or will forever be barred (the "Limitations Period"). Claims, demands, or causes of action shall be deemed to have arisen at the time that a reasonable person should have known of the facts giving rise to the same. Furthermore, You agree that You are required to provide notice of any potential claims to RediCharge within thirty (30) days of the claim arising, such that the parties can attempt Informal Negotiations in a timely fashion.

18. WAIVER

RediCharge does not waive any rights or Claims by failing or declining to enforce any of the terms or conditions of this Agreement against You. To the contrary, RediCharge reserves the right to raise a Claim or cause of action to enforce or preserve any rights created by this Agreement regardless of any prior course of action, or inaction, with respect to prior violations or breaches of the Agreement.

19. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (either of the State of Michigan or any other jurisdiction), with the sole exception being the need for RediCharge to obtain an injunction or writ to enforce this Agreement immediately, in which case RediCharge shall be permitted to utilize the law or courts of any jurisdiction to seek such relief. You agree that, by using the App or Website, You waive any objection to this provision, or to the application of Michigan law to any disputes or conflicts.

20. TERM AND TERMINATION

This Agreement shall be enforceable from the date You execute the same, and until it is terminated. RediCharge shall be permitted to terminate this Agreement at any time, for any reason; however it shall remain obligated to perform its payment obligations until such time as all payments earned at the time of termination are paid to You. Similarly, certain terms of this Agreement shall survive, as expressly stated herein, and therefore, will bind all parties indefinitely.

RediCharge shall be entitled to terminate this Agreement immediately based on any violation or breach giving rise to Liquidated Damages, as described herein. You are permitted to terminate this agreement upon thirty (30) days' written notice to RediCharge. You acknowledge and agree that You are obligated to complete any installations scheduled at the time of termination, and to do so according to the terms of this Agreement. Similarly, You agree that, immediately upon termination, you will not use the App, Features, or Website to agree to any new jobs. To be clear, this provision does not prohibit You from **performing** installations after You give notice to RediCharge, which may be required in some circumstances. Rather, this provision prohibits You from **accepting** any new installations once You have provided notice of termination.

21. ENFORCEMENT AND ATTORNEY FEES

You agree to payment of RediCharge's fees and costs, including attorney fees and expert witness fees, incurred in order to enforce the terms of this Agreement or seek damages or remedies for breaches or violations thereof. This obligation shall apply regardless of the method of enforcement or redress, whether formal or informal, and regardless of jurisdiction or venue.

22. SEVERABILITY / REFORMATION

In the event a court finds any provision in this Agreement to be invalid, void, or unenforceable, You agree to form a new provision which mirrors this provision to the extent permitted by law. You agree that, if the parties cannot form a new provision within fourteen (14) days, a court or arbiter should incorporate a similar provision that removes only those parts which are void or unenforceable, and otherwise which mirrors the original provision as closely as possible. Furthermore, You agree that all other provisions in the Agreement remain valid and enforceable.

23. MODIFICATION

RediCharge may modify or supplement the terms and conditions of this Agreement from time to time. Such modification(s) will be effective immediately upon being posted on the App and/or Website. You are responsible for reviewing this Agreement regularly. Your continued use of the App, Features, and/or Website after such modifications will be deemed to be Your conclusive acceptance of all modifications to this Agreement.

24. DELAYS

The App, Features, and/or Website may be subject to limitations, delays, and other problems inherent to the use of the internet and electronic communications ("Delays"). RediCharge is neither responsible nor liable for any difficulties, failures, or other damage resulting from such Delays. You agree

that ReadCharge shall not be held liable for damages resulting from any such Delays, and expressly waive Your right to any claim, demand, or cause of action, including arbitration, resulting from any type of Delay.

25. ASSIGNMENT

You may not assign, sell, or transfer this Agreement to any third party. If You assign, or attempt to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable.

26. BINDING EFFECT

The person agreeing to this Agreement and the terms and conditions on Your behalf hereby represents and warrants that he/she has the power and authority to bind You, and agrees that this Agreement constitutes a valid and binding agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE APP, FEATURES, OR WEBSITE. BY USING THE APP, FEATURES, OR WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

27. PROVISIONS REMAINING IN EFFECT

In the event this Agreement is terminated, certain provisions of this Agreement will continue to remain in effect, including, but not limited to: Customer and Installer Content; Intellectual Property; Breach of Contract and Liquidated Damages; Limitations of Liability, Indemnification; Release and Waiver; Arbitration; Governing Law; and Limitations Period.

SIGNATURE PAGE

By signing below, I affirmatively state and agree that I have read the above and foregoing, understand all the terms and conditions stated herein, have had sufficient opportunity to consider the importance of the same, have had sufficient opportunity to seek the advice of independent legal counsel of my own choosing, and that I have actual authority to bind myself and any person, company, or companies which shall operate as Installers pursuant to these terms and conditions.

Furthermore, I understand and agree that any use of the App, Features, or Website, regardless of whether the following is signed, is an affirmative manifestation of assent to be bound by the terms and conditions of this Agreement, and that any claim or argument that lack of a signature evidences a lack of assent and intention to be bound, is hereby waived.

(/s/) Signature
[PRINTED NAME], as individual and/or [Officer / Director / Manager]
of [NAME OF COMPANY]