

## Paua Business Terms and Conditions

Last updated: 5 March 2024

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| <p>1. <b>Definitions</b></p> <p>1.1 <b>'Additional Terms'</b> means any additional terms and conditions for the Customer's use of additional Enterprise Services as set out in a Schedule to an Order Form and as amended or revised from time to time.</p> <p>1.2 <b>'App'</b> means Paua's software applications (that can include web, mobile or in-car systems).</p> <p>1.3 <b>'Authorised Driver'</b> has the meaning set out in Clause 3.2.</p> <p>1.4 <b>'Business Terms'</b> has the meaning set out in Clause 2.1.</p> <p>1.5 <b>'Card'</b> means a card registered to the Enterprise Services that can be used by an Authorised Driver to enable Charging Sessions to be initiated on a Charge Point.</p> <p>1.6 <b>'Charge Point'</b> means a publicly accessible piece of hardware that allows electricity to be safely transferred into the battery of an EV.</p> <p>1.7 <b>'Charging Session'</b> means a successful, intended transfer of electricity from the Charge Point to an EV.</p> <p>1.8 <b>'Confidential Information'</b> has the meaning set out in Clause 9.</p> <p>1.9 <b>'CPOs'</b> means Charge Point Operators.</p> <p>1.10 <b>'Customer'</b> means the entity or organization who purchases access to, or otherwise accesses or uses, any Enterprise Services (as defined below) pursuant to each Order Form.</p> <p>1.11 <b>'Customer Data'</b> has the meaning set out in Clause 6.</p> <p>1.12 <b>'Customer Materials'</b> has the meaning set out in Clause 6.</p> <p>1.13 <b>'Driver Terms'</b> means Paua's standard terms and conditions for Authorised Drivers as set out on the Website or as made available to Customer, as amended or revised from time to time.</p> <p>1.14 <b>'Documentation'</b> has the meaning set out in Clause 4.</p> <p>1.15 <b>'Enterprise Account'</b> means the Enterprise Service account used through the Website and/or App which is to be operated and used by Customer in accordance with these Business Terms.</p> | <p>1.16 <b>'Enterprise Services'</b> means the services as set out in the Order Form (and as may be described in more detail in the Schedules to the Order Form).</p> <p>1.17 <b>'EV'</b> means 100% electrically operated vehicles and plug-in hybrid vehicles.</p> <p>1.18 <b>'Fleet Manager'</b> means the Customer contact as described in the Order Form, or as otherwise notified to Paua in writing from time to time.</p> <p>1.19 <b>'Force Majeure Event'</b> has the meaning set out in Clause 14.8.</p> <p>1.20 <b>'Package'</b> means a pre-defined collection of Enterprise Services as more particularly described in the Order Form or on the Website.</p> <p>1.21 <b>'Order Form'</b> means the ordering document issued by Paua for the purchase by Customer of access to any Enterprise Services, which identifies the applicability of these Business Terms to such access. An Order Form may, for the avoidance of doubt, be issued electronically (via the Website or otherwise).</p> <p>1.22 <b>'Paua'</b> has the meaning set out in the Order Form.</p> <p>1.23 <b>'Payment Processor'</b> has the meaning set out in Clause 5.13.</p> <p>1.24 <b>'Software'</b> has the meaning set out in Clause 4.</p> <p>1.25 <b>'Termination Date'</b> has the meaning set out in Clause 8.</p> <p>1.26 <b>'Third Party Service'</b> has the meaning set out in Clause 14.7.</p> <p>1.27 <b>'User'</b> means an individual identified by Customer as authorised to access an Enterprise Service in accordance with the applicable Order Form.</p> <p>1.28 <b>'Website'</b> means <a href="https://www.PauaTech.com/">https://www.PauaTech.com/</a> and/or <a href="http://www.Paua.com">www.Paua.com</a></p> <p>2. <b>Introduction</b></p> <p>2.1 These Business Terms and Conditions (<b>'Business Terms'</b>), govern all Customer use of all Enterprise Services.</p> <p>2.2 Subject to the terms of this Agreement, Paua will provide to the Customer the Enterprise Services. The Customer may request additional Enterprise Services from the</p> |
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Supplier by submitting an Order Form. Customer acknowledges that additional Enterprise Services will incur additional fees and may be subject to Additional Terms.

3. **Authorised Drivers and compliance with Driver Terms**

3.1 The Fleet Manager is responsible for reviewing, agreeing and ensuring the Customer is compliant with these Business Terms and Driver Terms.

3.2 Fleet Managers are responsible for authorising drivers within the Customer's business (each an '**Authorised Driver**') to use the Enterprise Services. Authorised Drivers and Fleet Managers are the only user types that may access or use the Enterprise Services. The Customer is responsible for the Authorised Drivers' and Fleet Manager's compliance with these Business Terms.

3.3 The Customer must comply, and must also ensure that all Authorised Drivers comply, with the Driver Terms. The Customer and Authorised Drivers must comply with all applicable laws and regulations whilst using the Enterprise Services, as well as any instructions or guidance notified to the Customer, Fleet Manager or Authorised Drivers from time to time.

4. **Intellectual Property**

4.1 During the Term and conditioned upon Customer's compliance with all the terms of the Agreement, Paua grants to Customer (a) a limited, non-exclusive, non-transferable, and non-sublicensable right to allow Fleet Managers to, in accordance with the Agreement, access and use the applicable Enterprise Services set out in the relevant Order Form solely for Customer's internal business purposes, and (b) a limited, non-exclusive, non-transferable, and non-sublicensable right to allow Fleet Managers to install and use the applicable Paua software applications ('**Software**') in accordance with the training materials, specifications, and technical information regarding the Enterprise Service and Software provided by Paua to Customer and Fleet Manager, and all other information and instructions regarding the capabilities, operation, installation and access to the Software and Enterprise Service, as may be updated by Paua from time to time ('**Documentation**').

4.2 Except for the limited rights set forth in Clause 4.1 above, Customer does not acquire any intellectual property or other rights, express or implied, in or relating to any Software or

Enterprise Services. Paua reserves title, ownership, and all other rights to all Software and Enterprise Services. Customer and Fleet Manager will not remove, obscure, or alter Paua's copyright notices, trademarks, other proprietary rights notices, or any other content of any kind appearing in the Enterprise Services, Software, or Documentation.

4.3 Customer must not and must ensure that Fleet Managers do not, directly or indirectly: (i) reverse engineer, disassemble, decipher, translate, decompile, prepare derivative works of the Enterprise Services or Software or otherwise attempt to access, imitate, derive or discover the source code thereof; (ii) upload any content, data or information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (iii) infringe the intellectual property or privacy rights of any third party in connection with use of the Enterprise Services, Software or Documentation; (iv) interfere with or disrupt Paua's software, the Paua systems used to host the Enterprise Services, other equipment or networks connected to the Enterprise Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Enterprise Services made known to Customer; (v) license, sell, rent, lease, lend, transfer, outsource, sublicense or otherwise provide access to the Enterprise Services or Software or utilise the Enterprise Services for the benefit of a third party, including through a service bureau, commercial timesharing arrangement, or application service provider (ASP) arrangement; (vi) provide publicly, or make publicly available, any links, hypertext (Universal Resource Locator (URL) address) or otherwise (other than a "bookmark" from a Web browser) to the Enterprise Services, or any part thereof; (vii) circumvent the security of the Enterprise Services or any host, network, or account related thereto; (viii) perform any penetration testing on or with respect to the Enterprise Services, including use of any tools, code or instruction intended to fuzz, damage, destroy, alter, reveal any portion or expose vulnerability of the Enterprise Services (unless specifically authorized by Paua in writing); (ix) mirror the Enterprise Services on any server; (x) make any use of the Enterprise Services that Paua reasonably believes is abusive or that violates any applicable local, state, national, international or foreign law; (xi) fail to use commercially reasonable efforts to prevent the unauthorised license, sale, transfer, lease, transmission, distribution or other disclosure of

the Enterprise Services; (xii) allow any unauthorised access to, code(s), password(s), or other mechanisms issued to, or selected by, Customer or Users for access to the Enterprise Services; (xiii) use the Enterprise Service, in whole or in part, in any manner that competes with Paua, including, but not limited to, any distribution of a Enterprise Service, related data or derivative works based thereon; (xiv) create a database in any form whatsoever from the Enterprise Service; (xv) associate the Enterprise Service or its content to another website by employing any technology, including, but not limited to, hyper linking and framing; (xvi) use automated systems, software or processes to extract or compile data from the Enterprise Service ("data scraping"); or (xvii) use the Enterprise Service as part of Customer's intranet or other internal network.

## 5. Pricing and Payment

- 5.1 As part of its credit management procedures, Paua may carry out a credit check against the Client. The Client agrees to provide Paua with any information Paua may reasonably require for this.
- 5.2 The App and/or Cards ensure that usage of any Charge Points by the Authorised Driver is linked to the Enterprise Account.
- 5.3 Paua offers different Packages which can be identified on the Website or as set out in an Order Form. On occasion Paua will arrange specific terms with a Customer. All Package terms are subject to change by Paua. If the Customer's current Package is affected, Paua will notify the Customer of the changes with seven (7) days' prior notice to the Customer.
- 5.4 Package prices do not include the cost of Charging Sessions at Charge Points. This cost will be charged to the Customer separately in arrears at the end of the month. The latest network prices are available on Website or via the App.
- 5.5 If the Package includes a subscription fee per Card or Authorised Driver, the subscription fee will be billed in arrears at the end of each calendar month for the calendar month preceding based on the maximum number of active Authorised Drivers or Cards (as applicable) during that month.
- 5.6 If an Authorised Driver has frozen its Card for an entire calendar month, then this will not be counted. If a Card is made active for part of a calendar month, then this will be counted.

- 5.7 As billing is based on active Cards, Paua allows for a reasonable usage of up to twice as many Apps as the number of Cards for which the Customer has subscribed. Paua tracks this data on a daily basis.
- 5.8 Packages based on Charging Session costs will be billed on the same interval as Charging Sessions.
- 5.9 Invoices will be sent to the Fleet Manager's email address. Paua reserves the right to charge a fee of £10 per invoice should Customer request provision of a paper invoice.
- 5.10 Paua reserves the right to invoice the Customer weekly in arrears should its pending Charging Session costs rise beyond £100 per week.
- 5.11 Unless otherwise specified, the subscription term for each Card if applicable to the Customer based on its Package, will automatically renew for successive one-month periods, unless either party gives the other party notice of termination under Clause 8 (Cancellation).
- 5.12 Payment for the total of the invoice amount is due within seven (7) days of the invoice issue date (unless the invoice indicates otherwise).
- 5.13 Invoices are to be paid by credit card, direct debit or as agreed separately in writing. If the Customer adds details of its credit card or direct debit to the Enterprise Account, such details may be collected, stored and processed by a third-party payment processor (a **Payment Processor**). The processing of any such payments is subject to the terms and conditions and privacy policies of the Payment Processor, in addition to these Business Terms. Paua currently uses Stripe and GoCardless and, as such, your payments are processed by Stripe in accordance with (i) Stripe's terms of service and privacy policy (see here: <https://stripe.com/gb/legal/end-users>) and/or (ii) GoCardless's terms of service and GDPR policy (see here: <https://gocardless.com/legal/>).
- 5.14 If a credit card or direct debit payment is unsuccessful:
- (a) Paua (through our payment services provider) will send a notification informing the Customer of this to the email address of the Fleet Manager;
  - (b) not less than 72 hours after the email notification, Paua will re-attempt a credit card or direct debit payment (as applicable) of the outstanding sum;

- (c) if the credit card or direct debit payment is unsuccessful again, Puaa will re-attempt credit card or direct debit payment (as applicable) one last time preceded by a 72 hour notice as set out in paragraphs 5.14(a) and 5.14(b) above;
  - (d) late payment fees will be charged on the outstanding sums, calculated monthly from the first day that payments are overdue, at the rate set out in the Order Form. The minimum late fee is set out in the Order Form. Late payment fees are triggered as soon as a credit card or direct debit payment fails the first attempt.
- 5.15 For any amount not paid when due, and without prejudice to any other right and remedies of Puaa, Puaa may charge interest accruing on a daily basis on such due amounts at an annual rate equal to eight percent (8%) over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment. Customer will reimburse Puaa for its costs incurred (including reasonable legal fees) in the collection of Customer's past due amounts.
- 5.16 If Puaa is unable to recover the outstanding sum by following the processes set out in these Terms and within ten (10) days of the original payment due date as set out in the relevant invoice, Puaa reserves the right to cancel the Enterprise Account and terminate the Agreement with immediate effect and refer the non-payment to a third-party debt collection agency. Any additional fees levied by any third-party debt collection agency and any other costs incurred by Puaa in the course of recovering the Customer's outstanding payments in accordance with this Clause 5.16 shall be payable by the Customer.

6. **Customer Data and Customer Materials**

Customer hereby grants Puaa the right to use the information successfully uploaded, entered and stored by Customer within any Enterprise Service ('**Customer Data**') for the purposes of providing the Enterprise Services pursuant to the Agreement. If Customer furnishes to Puaa any content, materials or other intellectual property (including graphics, logos, trademarks, etc.) other than Customer Data (collectively '**Customer Materials**') Puaa may use the Customer Materials in connection with the provision of the Enterprise Services under the Agreement. In addition to the foregoing, Puaa may (i) collect anonymized, de-identified

information relating to use of the Enterprise Services (including usage data) in order to improve Puaa's products and services and for other reasonable internal uses and (ii) aggregate such anonymized, de-identified information with anonymous, de-identified information of its other Customers for purposes of creating and distributing case studies or industry reports as part of its products and services, provided that, in each case: (iii) the information does not, and could not reasonably be used to, relate back to or identify Customer; and (iv) Puaa does not sell, resell or make other commercial use of such information (other than on an aggregated basis under the foregoing (ii)). Puaa may also collect data related to Customer and its Authorised Drivers for the purpose of notifying Customer and its Authorised Drivers of product upgrades or other necessary notifications.

7. **Warranties and Disclaimers**

- 7.1 During the Term, Puaa warrants that the applicable Enterprise Service and Software will materially conform to the applicable Documentation. The warranty will not apply: (i) if the applicable Enterprise Service or Software is not used in accordance with the Documentation; or (ii) if the defect is caused by Customer Data, Customer Materials or any third party services, content, products or modification or customisation to such Enterprise Service or Software. If notified in writing of a valid warranty claim, Puaa will, at its option, (i) correct the non-conforming Enterprise Service or Software so that it materially complies with the Documentation; (ii) provide a replacement with substantially equivalent functionality; or (iii) terminate the Agreement. This clause states Puaa's entire liability and Customer's sole and exclusive remedy for breach of warranty under this clause.
- 7.2 Puaa will take reasonable precautions to protect against any person acting by, under or through Puaa from introducing any software virus, worm, "back door," "Trojan Horse" or similar harmful code into the Software provided hereunder.
- 7.3 Except as specifically provided in the Agreement and to the maximum extent permitted by applicable law, Puaa disclaims all warranties, representations, conditions and all other terms whether express, implied or statutory. The warranties, representations, conditions and all other terms disclaimed in this clause shall include (without limitation) any warranties, representations, conditions and other terms of quality, merchantability, fitness for a particular purpose and non-infringement.

Paua makes no warranty, undertaking, representation, condition or other agreement that the Enterprise Service, Software, or any information or data accessed or stored therein will meet Customer's requirements or be accurate, complete, error-free, reliable, or available.

## 8. Cancellation

8.1 In order to cancel the Enterprise Account, the Fleet Manager may notify Paua at any time by email at [support@pauatech.com](mailto:support@pauatech.com). The Customer will be charged applicable fees until the end of the month that Paua receives such notification ('**Termination Date**') and Customer will be expected to pay all outstanding costs before the Termination Date.

8.2 The Customer will be liable for all costs incurred on the Enterprise Account up until the Termination Date (including any unpaid subscription fees and unpaid Charging Sessions) until (and including) the Termination Date.

8.3 In order to recover any amounts outstanding upon cancellation of the Enterprise Account, we will undertake the following steps as necessary:

- (a) attempt to collect the outstanding sum via credit card or direct debit payment; and
- (b) if the credit card or direct debit payment is unsuccessful, we will follow the steps as set out in clause 5.14.

8.4 If, after following the steps set out in clause 5.14 above, Paua is unable to recover the outstanding sum, Paua reserves the right to refer the debt to a third-party debt collection agency in accordance with Clause 5.16. Unpaid invoices will be treated in the same manner.

8.5 Upon cancellation of the Enterprise Account, Paua may retain some information to comply with its legal and financial obligations in accordance with the Paua Privacy Policy.

8.6 Paua reserves the right to suspend or immediately cancel the Enterprise Account, access to the Paua network and any of the Enterprise Services with or without cause or notice, at any time.

8.7 Where Paua suspends or cancels the Enterprise Account as a result of the Customer, Fleet Manager or Authorised Driver breaching (or otherwise allowing to be breached) the Business Terms, the Customer will not be

permitted to create a new account to circumvent the suspension or cancellation.

8.8 From the date of suspension or cancellation of the Enterprise Account, neither the Customer nor the Fleet Manager or Authorised Drivers, shall be able to access the Enterprise Services.

8.9 If the Fleet Manager or Paua cancels the Enterprise Account, the Authorised Drivers' Apps and Cards will cease to be active.

## 9. Confidentiality

9.1 Customer will retain in confidence the terms and pricing of the Agreement and all other non-public information, technology, and materials (including the Enterprise Service and Software) provided by or on behalf of Paua during the Term (Paua's '**Confidential Information**'), and Paua shall retain in confidence the Customer Data (Customer's '**Confidential Information**'). Each Party will not disclose the Confidential Information of the other to any third party except for those provided under the Agreement or use it for any purpose other than to carry out the activities contemplated under the Agreement. Each Party may only disclose the other's Confidential Information to its employees or third parties who assist with the operation of the Agreement who have a need to know in connection with the Agreement and who have agreed to obligations of confidentiality that are no less restrictive than the obligations in the Agreement. Each Party will take reasonable steps, and in no event will those steps be any less secure than the steps it uses to protect its own similar information, to ensure that the other's Confidential Information is protected. Each Party is responsible for the actions or inactions of its employees and advisors with respect to use and disclosure of the other's Confidential Information. The restrictions set forth in this paragraph will not apply to any information that: (a) was known by the receiving Party without obligation of confidentiality prior to disclosure by the disclosing Party; (b) was in or entered the public domain through no fault of the receiving Party; (c) is disclosed to the receiving Party by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; or (d) is independently developed by the receiving Party without reference to any Confidential Information. To the extent that Confidential Information is required by applicable law or regulations to be disclosed, a receiving Party may disclose such information after providing to the disclosing Party, to the extent permitted by law, prompt notification of such request for disclosure for the purpose of challenging such request. The Parties agree that any violation or threatened

- violation of this clause will cause irreparable injury to the disclosing Party for which money damages would be an insufficient remedy, therefore the disclosing Party will be entitled to seek injunctive relief, without the necessity of posting bond or proving actual damages, in addition to other appropriate legal remedies.
- 9.2 Paua shall be entitled to reference the Customer as a user of Paua services in Paua's general marketing literature, including on Paua's website and other online platforms. The reference to the Customer for these purposes may include a reference to the Customer's corporate name and to any of its trade names and trademarks.
- 9.3 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction
10. **Survival**
- All provisions of the Business Terms that by their nature should survive termination will survive termination, including, without limitation, ownership provisions, indemnities and limitations of liability.
11. **Liability**
- 11.1 In no event will Paua be liable for
- (a) special, incidental, punitive, indirect, or consequential damages; or
- (b) loss of profits, business, goodwill, anticipated savings, or use; property damage; or business interruption, in each case arising out of or in any way related to the Agreement, Enterprise Service, or Software (whether caused by breach of contract or tort (including negligence) or breach of statutory duty or arising in any other way).
- 11.2 Nothing in these Business Terms shall limit or exclude Paua's liability for death or personal injury caused by Paua's negligence or for fraud or fraudulent misrepresentation.
- 11.3 Customer shall be liable for acts or omissions of the Fleet Manager and/or Authorised Drivers arising out or in connection with this Agreement.
- 11.4 The Customer will be responsible to Paua for any claims, costs, damages, losses, liabilities, expenses or legal proceedings brought against Paua by any other person as a result of the Customer's or the Customer's Drivers' use of the Paua services and/or network and/or any unauthorised access to the Customer's Enterprise Account in breach of these Business Terms.
- 11.5 Subject to clause 11.2, in no event will the aggregate liability of Paua or its affiliates (to the extent not disclaimed under clause 11.1) arising out of or in connection with the Agreement (whether caused by breach of contract or tort (including negligence or breach of statutory duty or arising in any other way)) exceed the total fees paid or payable to Paua from Customer under the Agreement during the twelve (12) month period prior to the time at which the loss, cost, claim or damages arose.
- 11.6 Subject to clause 11.2, the existence of multiple claims under or related to the Agreement or any Order Forms, the Enterprise Service, or the Software will not enlarge or extend the limitation on money damages.
- 11.7 In no event will Paua be liable for loss, corruption or compromise of the confidentiality of Customer Data or Customer's Drivers' use of or inability to use the Paua network or any of the Enterprise Services, unless the loss, corruption or compromise is due solely to Paua's breach of this Agreement, Paua's negligence or Paua's intentional misconduct.
12. **Changes to these terms**
- 12.1 Subject to the remainder of this clause, Paua may amend these Business Terms from time to time by publishing an updated version on the Paua website. Please check the terms published on the Paua website periodically for changes. Customer's continued use of Paua Services following publication of updated Terms confirms Customer's acceptance of the updated Business Terms.
- 12.2 The changes Paua can make to these Business Terms, without Customer's authorisation, are limited to changes that are:
- (a) generally beneficial to, or do not have any adverse impact on, Users; and/or
- (b) required to reflect changes to applicable law.
- 12.3 Paua will notify you via an email to Customer's Fleet Manager if any updates to the Business Terms are not covered by Clause 12.2 above.

Customer's continued use of its Enterprise Account after such email notification confirms Customer's acceptance of the updated Business Terms.

### 13. Data Protection

13.1 For the purposes of this Clause 13, the terms **Commissioner, controller, data subject, personal data, personal data breach, processor** and **processing**, shall have the meaning given to them in the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), and **supervisory authority** shall have the meaning given to it in the General Data Protection Regulation ((EU) 2016/679) ('**EU GDPR**'). Together, the EU GDPR and UK GDPR shall, as applicable, constitute '**Applicable Data Protection Laws**'.

13.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws.

13.3 The parties have determined that, for the purposes of Applicable Data Protection Laws, Paua shall process the personal data set out in Schedule 1 (Processing, personal data and data subjects) as processor on behalf of Customer.

13.4 Paua shall, in relation to Customer personal data:

- (a) process that Customer personal data only on the documented instructions of Customer, unless Paua is required by Applicable Data Protection Laws to otherwise process that Customer personal data. Where Paua is relying on Applicable Data Protection Laws as the basis for processing Customer Processor Data, Paua shall promptly notify Customer of this before performing the processing required by the Applicable Data Protection Laws unless those Applicable Data Protection Laws prohibit Paua from so notifying Customer on important grounds of public interest. Paua shall immediately inform Customer if, in the opinion of Paua, the instructions of Customer infringe Applicable Data Protection Laws;
- (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer personal data and against its accidental loss, damage or destruction;

(c) ensure, and procure that that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

(d) promptly assist Customer in responding to any request from a data subject and in ensuring compliance with Customer's obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, Paua shall promptly notify Customer if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of Customer personal data;

(e) notify Customer without undue delay after becoming aware of a personal data breach;

(f) at the written direction of Customer, delete or return to Customer all Customer personal data on termination or expiry of the agreement, unless Paua is required by Applicable Data Protection Law to continue to process that Customer personal data, in which case Paua shall promptly notify Customer, in writing, of what that Applicable Data Protection Law is and shall only be permitted to process that Customer personal data for the specific purpose so-notified, and all other requirements set out in this clause shall continue to apply to such Customer personal data notwithstanding the termination or expiry of this Agreement for as long as such Customer personal data is processed by Paua;

(g) maintain adequate records, and, on Customer's request, make available such information as Customer may reasonably request, to demonstrate its compliance with Applicable Data Protection Laws;

(h) in respect of transfers of personal data outside the United Kingdom or European Economic Area (EEA), the Parties agree to either (i) comply with the terms of Module 2 of the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 approved by Commission Implementing Decision (EU) 2021/914 of 4 June 2021

- (**'Transfer Clauses'**), which Transfer Clauses are incorporated herein by reference; or (ii) otherwise Process such personal data using a valid transfer mechanism in accordance with Applicable Data Protection Laws; and
- (i) Customer acknowledges and agrees that Paua may retain third parties as subprocessors in connection with this Agreement. Paua shall remain liable to the Customer for the subprocessors' acts and omissions.
- 13.5 In relation to all personal data provided by Customer to Paua for processing under the Agreement, Customer shall ensure that:
- (a) where consent is required for Paua's Processing under Applicable Data Protection Laws, all relevant data subjects have consented (in accordance with Applicable Data Protection Laws) to their personal data being disclosed to Paua for processing in accordance with the Agreement;
- (b) the disclosure of personal data by Customer to Paua will be in each case and in all respects lawful;
- (c) notice of the disclosure of their personal data to Paua for processing in accordance with the Agreement will be provided to all relevant data subjects (including any Authorised Drivers) prior to any such disclosure and, if requested by Paua, Customer shall provide evidence that it has provided such notice;
- (d) Customer complies with, and represents and warrants that it has complied with, Applicable Data Protection Laws in relation to the disclosure of such personal data to Paua, its use of the Enterprise Services and the performance of the Agreement by Customer and Authorised Drivers;
- (e) it shall not, by any act or omission, put Paua or any of its Affiliates or subsidiaries in breach of any Applicable Data Protection Laws; and
- (f) it shall do and execute, or arrange to be done and executed, each act, document and thing necessary or desirable in order to comply with this Clause 13.

## 14. **Miscellaneous**

- 14.1 **Waiver.** All waivers under the Agreement must be in writing to be effective. No waiver by a Party of any default or breach will be deemed a waiver of any subsequent default or breach. No failure or delay by a Party to exercise any right or remedy provided under the Agreement will operate as a waiver or prevent the exercise of any such right or remedy of such Party, or the enforcement of any obligation of the other Party, under the Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.2 **Severance.** If any provision (or part of a provision) of the Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the provision will be enforced to the fullest extent permissible to effect the Parties' intent, and the invalidity or unenforceability will not operate to invalidate the remaining provisions of the Agreement. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 14.3 **Interpretation of Agreement.** The Agreement will be interpreted according to the plain meaning of its terms without any presumption that it should be construed in favour of or against either Party. Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." Unless stated otherwise, all references to sections, parties, terms, Annexes, Order Forms and similar references are to the sections of, Parties to, terms of, Annexes and Order Forms to the Agreement. All captions and headings are intended solely for the Parties' convenience, and none will affect the meaning of any provision. The words "herein," "hereof," and words of similar meaning refer to the Agreement as a whole, including its Annexes. All references to "days" refer to calendar days, unless otherwise expressly set forth in the Agreement.
- 14.4 **Governing Law and Jurisdiction.** The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or



its subject matter or formation (including non-contractual disputes or claims).

- 14.5 **Notices.** Any notices required or permitted to be given hereunder by either Party to the other will be given in writing (i) by personal delivery, (ii) by bonded courier or a nationally-recognised overnight delivery company, (iii) by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other Party at the address set forth in the Order Form (or to such other address as the other Party may request in writing by notice given pursuant to this clause) or (iv) by email. Notices will be deemed received: (a) if personally delivered, the same day; (b) if sent by courier or overnight delivery company, on the second working day after the day it was sent; (c) if sent by mail, five (5) working days following posting; or (d) if sent by email, the date of delivery.
- 14.6 **Entire Agreement.** The Agreement contains the entire understanding and agreement between Paua and Customer with respect to the subject matter of the Agreement, and supersedes all other prior and contemporaneous proposals, representations, agreements, understandings, and commitments between Paua and Customer with respect to the subject matter of the Agreement. The Agreement supersedes any conflicting terms in Customer's purchase order or other ordering document. Any terms of trade stated or referenced in Customer's purchase order, or any other terms to which Paua has not specifically agreed in a writing signed by an authorised representative of Paua, are not binding on Paua. Each of the Parties acknowledges and agrees that in entering into the Agreement, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether Party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.
- 14.7 **Third Party Services and Products.** Enterprise Services and/or Software may contain links to, or allow Customer or a Fleet Manager to connect and use, certain third-party products, services, or software ('**Third-Party Services**', and each, a '**Third-Party Service**') in conjunction with Customer's use of the Enterprise Service. Customer acknowledges that any use of such Third-Party Service is governed solely by the terms and conditions and privacy policy of such Third-Party Service, and that Paua does not endorse, is not liable for, and makes no representations as to any Third-Party Service, its content, or the manner

in which such Third-Party Service uses, stores or processes any data. Certain features of certain Enterprise Services and/or Software may depend on the availability of these Third-Party Services and the features and functionality they make available to us. Paua does not control Third-Party Service features and functionality, which may change without notice to Paua or Customer. If any Third-Party Service stops providing access to some or all of the features or functionality currently or historically available to Paua, or stops providing access to such features and functionality on reasonable terms, as determined by Paua in its sole discretion, Paua may stop providing access to certain features and functionality of the Enterprise Services and/or Software. Paua will not be liable to Customer for any refunds or any damage or loss arising from or in connection with any such change made by a Third-Party Service or any resulting change to the Enterprise Service and/or Software. Customer and its Users irrevocably waive any claims against Paua with respect to any Third-Party Services.

- 14.8 **Force Majeure.** Neither Party will be responsible for failure of performance, other than for an obligation to pay money, due to causes beyond its control, including: acts of God or nature; labour disputes; sovereign acts of any federal, state or foreign governments; network and/or computer failure or shortage of supplied materials ('**Force Majeure Event**'); provided that the affected Party makes a reasonable attempt to remove the impact of the Force Majeure Event as soon as reasonably possible. Either Party will have the right to terminate the Agreement upon written notice if a Force Majeure Event continues to impact performance of the other Party for more than thirty (30) consecutive days.
- 14.9 **No Assignment or Delegation.** Customer may not (i) assign the Agreement or rights to the Enterprise Service or Software, in whole or in part, or (ii) delegate its duties, or have another assume its responsibilities or liabilities, under the Agreement, to any third party without the prior written consent of Paua. Notwithstanding the foregoing, Customer may assign its rights and obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets with notice to Paua. Any attempted assignment in contravention of this provision will be null and void. The Agreement will be binding on all permitted assignees and successors in interest. Paua may freely assign or subcontract its rights or obligations under this Agreement.

14.10 Independent Contractor. Paua is an independent contractor. Nothing in the Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties and neither Party will have the power to act in the name or on behalf of, or otherwise bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption

of any obligation or liability and the exercise of any right or power).

14.11 Third-party Beneficiaries. Parties confirm that it is not their intention to confer any rights on any person who is not a party to the Agreement by virtue of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

#### Schedule 1: Processing, personal data and data subjects

1. **Particulars of the processing**

1.1 Nature: To perform the Enterprise Services pursuant to the Agreement on behalf of Customer.

1.2 Purpose of data transfer and processing: To fulfil the objectives of the Agreement, in particular delivery of the Enterprise Services as contemplated under the Agreement.

1.3 Duration of the processing: The personal data will be processed by Paua for the duration of the Agreement.

1.4 Types of personal data may include, but is not limited to personal data relating to the following categories of data: Name; home address; photograph; professional email address; professional telephone number (including mobile telephone number); personal email address; personal telephone number (including mobile telephone number); data related to transactions including transactions'

purposes; tax ID; government identification number; customer numbers; complaints; bank account details; marketing preferences; IP address; cookie data; login credentials (username and password); traffic data including web logs; images; vehicle type and registration number and location.

1.5 Categories of data subject whose personal data is transferred or otherwise processed may include but is not limited to personal data relating to the following categories of data subjects: Customer's drivers, employees, directors, officers, contact persons.

## Schedule 2: Paua Access

### 1. Enterprise Account

1.1 The following additional terms apply when the Customer purchases access to the Enterprise Service identified as Paua Access (and any references to 'Enterprise Service' in this Schedule 2 shall be understood to refer only to such Enterprise Service): These terms reflect

specifications for the Paua Access functionality.

1.2 Paua will use the details provided during sign-up to set up the Customer's Enterprise Account. Paua will ask for:

- (a) Customer name and address;
- (b) the name, role, landline, mobile phone number and email address of the nominated Fleet Manager; and

- (c) the quantity of access Cards required for the Enterprise Account.
- 1.3 The Enterprise Account must be set up for a minimum quantity of two authorised Cards. Paua cannot open an Enterprise Account for fewer Cards than this.
- 1.4 Subject to the Customer providing all necessary information, the Enterprise Account will be set up within three (3) to five (5) working days of the Order Form being received signed by Paua. Paua reserves the right not to accept a Customer without cause or notice.
- 1.5 If the Customer is unable to update any information on its self-service Enterprise Account, the Fleet Manager must email [support@pauatech.com](mailto:support@pauatech.com) to notify us of the requested change.
- 1.6 The Enterprise Account allows the Fleet Manager to invite other Users (who will also be deemed a Fleet Manager) within the Customer's business to administer the Enterprise Account, as well as register new Cards and invite new Authorised Drivers to use the Enterprise Services. Fleet Managers are responsible for ensuring that use of the Enterprise Services is by Authorised Drivers only. If the Fleet Manager on the Enterprise Account needs to be changed, the Fleet Manager must email [support@pauatech.com](mailto:support@pauatech.com) to notify us of the change.
- 1.7 The Customer or the Fleet Manager must ensure that all information provided when the Enterprise Account is created is accurate, up to date and not misleading. The Customer is responsible for ensuring the Enterprise Account is up to date at all times. Paua shall not be responsible for any loss, delay or other adverse effects caused by out-of-date, inaccurate or incomplete information in the Enterprise Account.
- 2. Card and App setup**
- 2.1 Once the Enterprise Account has been set up, the Fleet Manager will be able to invite Authorised Drivers to access the Enterprise Services under the Enterprise Account:
- (a) The Authorised Drivers will be sent an email to the email address provided by the Fleet Manager enabling them to download and initiate the App. All passwords will require changing upon first use for security reasons.
- (b) The Cards will be sent to the Customer address as set out in the Order Form. All Cards are sent by post, which can take up to five working days to deliver. Paua is responsible for the costs of delivery of the Cards. For security reasons, the Cards will not be active when they are sent to the Customer. The Fleet Manager must activate the Cards, once received, in the Fleet Manager dashboard within the Enterprise Account.
- (c) Once activated, each Card can be assigned to a specific Authorised Driver and/or EV. The Authorised Driver's name and the EV's registration number must be recorded in the Enterprise Account by the Fleet Manager or via the App for that specific Authorised Driver.
- 2.2 The Fleet Manager can add or remove Authorised Drivers, App access and/or Cards directly from the Enterprise Account or by emailing [support@pauatech.com](mailto:support@pauatech.com).
- 2.3 Paua reserves the right to reject a request for an additional Authorised Driver or Card if the Enterprise Account has outstanding fees or if the Customer has reached a nominal cap of twenty (20) Authorised Drivers or more.
- 2.4 Additional Cards will be charged in accordance with the Package.
- 2.5 If the Fleet Manager removes an Authorised Driver using the Fleet Manager dashboard within the Enterprise Account, the Card and App will be cancelled immediately. If the cancellation request is made via email, the Authorised Driver's access to the Enterprise Services will be cancelled within three (3) business days. The Customer is not entitled to a refund on subscriptions for the month or on Paua service fees in respect of any such cancellation.
- 2.6 At all times, Paua requires an Enterprise Account to have a minimum of two active Cards registered to it. If the Enterprise Account only has one Card, the Customer will still be billed for a two Card subscription. This only applies if the Package includes a per Card subscription.
- 2.7 Replacement Cards, including for lost or stolen Cards, can be ordered from the Enterprise Account or by contacting our team by email on [support@pauatech.com](mailto:support@pauatech.com). The Customer will be charged for each replacement Card in accordance with Paua's latest pricing schedule and as notified upon requesting new Cards. Any amounts due for replacement Cards will be added to the Customer's next monthly invoice. If the Customer's Card is faulty, the Customer can send it back to us for testing. Paua will

replace faulty Cards free of charge provided that the fault has not been caused by damage or wear and tear, for which it is not responsible. The Customer is responsible for all postage costs if a Card is sent back to Paua to be tested and the Customer is recommended to use a tracked postal method. Paua is not responsible for any Cards that get lost in transit to Paua.

2.8 If an Authorised Driver's login credentials are believed to have been compromised, lost, or stolen, or a device hosting the App is lost or

stolen, or if a Card is lost or stolen, it is the Fleet Manager's responsibility to ensure this App and/or Card is cancelled as soon as possible through the Fleet Manager's dashboard in the Enterprise Account or by contacting Paua's team by email on [support@pauatech.com](mailto:support@pauatech.com). Paua will not be liable for any costs incurred on an Enterprise Account by a User as a result of the Card being lost or stolen or where prompt cancellation by the Fleet Manager cannot be clearly evidenced.