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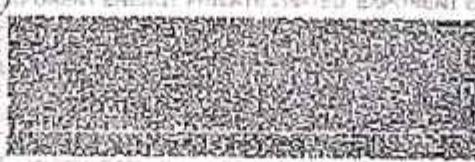
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: EXONENT ENERGY PRIVATE LIMITED
: Article 5(J) Agreement (in any other cases)
: SERVICE AGREEMENT
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: EXONENT ENERGY PRIVATE LIMITED
: RAJ KUMAR
: EXONENT ENERGY PRIVATE LIMITED
: 500
: (Five Hundred only)



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Statutory Alert

1. The authenticity of this Stamp certificate should be verified at www.anglostamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details of this Certificate and as available on the website / Mobile App renders it invalid.
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SERVICE AGREEMENT

This Service Agreement executed on this 1st of Nov 2025 at Ghaziabad

BY AND BETWEEN

1. **Exponent Energy Private Limited**, a company registered under the provisions of the Companies Act, 2013 (bearing CIN: U34300KA2020PTC139964) and having its registered office at Site No.16, Katha No.69, Assessment No.76/2, Singasandra Village, Begur Hobli, Bangalore - 560 068 (hereinafter referred to as the "Exponent", which expression shall, unless it is contrary to the context thereof, include its successors and permitted assigns); and
2. **RajKumars/olhooleramAdhar467909186029panDQ HPK4043** S/O Bhole Ram 1325 Bhoodgarh Daana Dehat Ghaziabad Utter Pradesh 201302 a Service Provider, which expression shall, unless it be repugnant to the subject or context thereof, shall deemed to mean and include its successors-in-interest and permitted assigns).

Exponent and Service Provider shall hereinafter individually be referred to as a "Party" and collectively as "Parties".

WHEREAS

- A. Exponent is desirous of engaging the Service Provider for such services, which are described in further detail in Schedule II
- B. The Service Provider has represented to Exponent that it has the requisite skills and expertise to provide the Services, and relying upon the aforesaid, Exponent has agreed to engage the Service Provider to provide the Services.
- C. The Service Provider has agreed to provide the Services to Exponent in accordance with the terms and conditions mentioned hereafter.

IT HAS BEEN AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS

- 1.1. "Applicable Law" shall have the meaning as ascribed to the term "Indian Law" under the General Clauses Act, 1897.
- 1.2. "Charging Station" means the charging station designed, built and owned by Exponent, and operated by the Service Provider, in accordance with the instructions provided by Exponent.
- 1.3. "Confidential Information" means any information disclosed by the either Party ("Disclosing Party") to the other Party ("Receiving Party") in any form, including but not limited to, prototypes, of information, charts, designs, parts, components, data, business plans, proposals, pitchbooks, research, discoveries, flow charts, reports, ideas, know-how, drawings, technical/

financial/ operational/ business information, trade secrets, customer and supplier lists, computer programs, software, contracts, blue prints, specifications, operating techniques, processes, models, test results, drawings, designs, CAD data, algorithms, firmware, specifications and other details pertaining to motor, motor controller, gearbox, DC-DC converter, charger, battery pack, thermal management systems, rapid charging, contactors, connectors, wiring harness and other components of electric vehicles or charging infrastructures developed, and all derivatives and intellectual property therein. Confidential Information excludes information that (a) was in the public domain prior to the time of disclosure or becomes publicly known without any fault of the Receiving Party, or (b) was disclosed by a third person to the Receiving Party without restriction as to use or disclosure, (c) was independently developed by the Receiving Party without use of or reference to the Confidential Information as evidenced by the Receiving Party's contemporaneous written records, or (d) information that is required to be disclosed to a Government Authority under Applicable Law.

- 1.4. "Government Authority" shall mean any government and / or semi-government authorities / agencies / departments including any and all authorities/agencies/departments so constituted by local, state and central government and or under any legislation, ordinance etc. and or any judicial or quasi-judicial authority as may be applicable;
- 1.5. "INR" means the Indian Rupee, the currency of the Republic of India.
- 1.6. "Intellectual Property Rights" means any and all trademarks and services marks, copyrights, design rights, moral rights, patents, patent applications, trade secrets, technical know-how, performance rights, database rights, internet, wireless access points and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, whether registered/capable of registration or not, in relation to the Charging Station or a part thereof, which exist, or may exist, in any jurisdiction.
- 1.7. "Person" means any natural person, firm, company, statutory/regulatory/governmental authority, joint venture, partnership, association or other entity (whether or not having separate legal personality).
- 1.8. "Premises" means the immovable property owned or leased by the Service Provider, in which Exponent proposes to install the Charging Station, which is described in Schedule I.

2. INTERPRETATION

- 2.1. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or enactment (whether before or after the Execution Date) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders. The words "include" and "including" are to be construed without limitation.

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2.3 Any reference to "writing" shall include printing, typing, lithography, or transmissions by facsimile and other means of reproducing words in visible form, with the specific exclusion of electronic mail and text messages sent via mobile phones.

2.4 The words "include" and "including" are to be construed without limitation.

2.5 No provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft thereof.

3. INSTALLATION AND COMMISSIONING OF CHARGING STATION

3.1 The Charging Station shall be installed at the Premises within 30 days from the Execution Date.

3.2 The Service Provider shall not, in any manner whatsoever, rebrand the Charging Station provided by Exponent.

4. SERVICES

4.1 Subject to the terms of this Agreement, Exponent hereby appoints the Service Provider to provide the Services, the details of which are outlined in Schedule II to this Agreement.

4.2 Notwithstanding anything contained in this Agreement, the Service Provider shall not have the authority to bind Exponent or enter into any contract/agreement/binding arrangements on behalf of Exponent, and the Service Provider is not an authorized signatory of Exponent for any purposes whatsoever.

4.3 Exponent shall operate the Charging Station at the Premises, and shall hereby bear all costs with respect to operating the Charging station.

5. SERVICE FEES AND INVOICING

5.1 Exponent shall pay for the Services ("Service Fees") rendered in accordance with the terms and conditions specified in Schedule III to this Agreement.

5.2 The Service Provider shall raise an invoice with respect to the Services provided in a month in accordance with Schedule III. The invoice shall be in an agreed format.

5.3 All payments will be subject to deduction of tax at source in accordance with the provisions under the Income Tax Act, 1961.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party hereby represents and warrants to the other Party that:

(a) it is a validly incorporated business entity, and is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification; and

(b) it has all necessary rights, powers and authority to enter into and perform this Agreement, and the execution, delivery and performance of this

Agreement by the Parties have been duly authorized by all necessary corporate action.

6.2 The Service Provider hereby represents and warrants to Exponent that:

(a) There are no disputes or legal processes are pending before any court and/or statutory/regulatory/governmental authority in relation to the Premises;

(b) All statutory dues in respect of the Premises have been and shall be duly paid during the Term, including but not limited to levies, taxes, fees, cesses and charges including property tax, betterment charges, electricity charges, water charges and such other payments, as on the Execution Date and as required under Applicable Law. The Service Provider warrants that no outstanding payments are due to any Government Authority;

(c) The Service Provider covenants that in the event that the Service Provider is a tenant of the Premises on lease, the Service Provider shall ensure that the lease does not expire prior to the expiry of the Term. In the event that the lease period does expire before the expiry of the Term, the Service Provider shall renew the lease such that it subsists at least until the expiry of the Term;

(d) The Service Provider shall ensure that it has obtained connection from the Government Authority for sufficient supply of electricity;

(e) It shall not tamper, modify, sell, lease, rent, license, sub-license, or otherwise access the Charging Station, whether directly or indirectly, without prior written consent of Exponent;

(f) It covenants that it shall ensure that there are no barriers, impediments, or obstructions that would prevent a customer from accessing the Premises and using the Charging Station;

(g) It shall not utilise, license, sub-license, tamper, sell, or otherwise access any of the data generated from or pertaining to the Charging Station;

(h) It shall inform Exponent upon becoming aware of any event (actual or anticipated) or other development which is reasonably likely to have a material impact upon the Service Provider's ability to comply with its obligations under this Agreement;

(i) It shall ensure that its personnel will not permit any employee or other authorized personnel to access, process, operate or perform the Services in any way other than as permitted by Exponent;

(j) That the Service Provider is not under any pre-existing obligation in conflict with the provisions of this Agreement; and

(k) It agrees that it will notify Exponent immediately in writing of the occurrence of any event which renders to be the breach of the foregoing warranties and representations.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All pre-existing Intellectual Property Rights shall continue to vest with the owner of such Intellectual Property Rights.

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7.2 All products, parts, processes, applications, software, technology, works of authorship, inventions, notes, manuals, data and documentation (if any), in relation to the Charging Station, together with all right, title and interest, including any Intellectual Property Rights therein, and other tangible or intangible work product and materials will be the exclusive property of Exponent.

7.3 The Service Provider hereby acknowledges that all Intellectual Property Rights in the Charging Station shall belong solely and absolutely to Exponent. The Service Provider shall not have any legal claim on it and may not use/distribute/reverse engineer/commercially exploit or otherwise cause such Intellectual Property to fall in public domain knowingly or unknowingly, either directly or indirectly.

8. CONFIDENTIAL INFORMATION

8.1 Except with the prior written permission of Disclosing Party, the Receiving Party shall not:

- Disclose the Confidential Information to any other person;
- Make copies of the Confidential Information;
- Disclose to any other person the details of this Agreement and the engagement agreed or proposed between the Parties;
- Reproduce, reverse engineer, copy, view, tamper, corrupt, access or use the software containing Confidential Information;
- The Receiving Party will promptly upon discovery notify Disclosing Party in writing in the event of any loss or unauthorized disclosure of Confidential Information;
- The Receiving Party agrees to hold the Disclosing Party's Confidential Information in strict confidence and use it only for business purposes ("Purpose"). The Receiving Party agrees to limit the disclosure to those officers, directors, employees and contractors having a need-to-know only for the Purpose and having similar confidentiality obligations imposed upon them; and
- The Disclosing Party's Confidential Information (including any Confidential Information approved for release in writing by the Disclosing Party), intellectual property and other proprietary rights and licenses shall remain the exclusive property of the Disclosing Party.

9. TERM AND TERMINATION

9.1 This Agreement shall come into force on the Execution Date, and shall continue to remain in full force for a period of 5 (five) years ("Initial Term") unless terminated earlier in accordance with this Clause 9 (Termination) of this Agreement. Prior to the expiry of the Initial Term, Parties may mutually decide to renew the term of the Agreement for such duration as they may deem to be necessary ("Renewal Term"). For the purposes of this Agreement, the Initial Term and Renewal Term shall together be referred to as the "Term" of this Agreement.

9.2 Neither Party shall be entitled to terminate this Agreement or cause this Agreement to be terminated, for an initial period of 3 (three) years commencing from the Execution Date (hereinafter referred to as "Lock-In-Period").

Provided however, Exponent shall have the right to terminate this Agreement during the Lock-In-Period in the event (i) of any material breach of the terms of this Agreement, including but not limited to a breach of the Service Provider's representations and warranties; and (ii) the Service Provider breaks the Charging Station to gain unauthorized access to the Charging Station data, by giving a prior written notice of 1 (one) month to the Service Provider. Provided that, prior to issuance of the notice of termination under this Clause, Exponent shall issue a written notice to the Service Provider to remedy the aforementioned breach within 30 (thirty) days of said breach.

9.3 Either Party may terminate this Agreement, without cause, at any time during the Term, but after the Lock-In-Period, by serving prior written notice of 90 (ninety) days. In such an event, (i) Exponent shall not be liable to pay the Service Fee to the Service Provider post termination of this Agreement, and (ii) the Party terminating the Agreement shall be liable to pay the other Party an amount equal to amount of power upgrade.

9.4 In the event of termination of this Agreement under Clause 9.2, the Service Provider shall be liable to pay, as and by way of pre-determined liquidated damages to Exponent and the same is agreed as such, an amount specified in Part C of Schedule III.

9.5 This Agreement may be terminated by the Service Provider in the event where Exponent fails to pay the Service Fee in accordance with Schedule III. Provided that prior to termination of this Agreement under this Clause, the Service Provider shall give Exponent a written notice of 1 (one) month to rectify the default (the "Default Cure Period"). If Exponent fails to pay the Service Fee within the Default Cure Period, then the Service Provider may terminate the Agreement.

9.6 Upon expiry or termination of this Agreement prior to its expiry, the provisions within Clauses 6 (Representations and Warranties), Clause 7 (Intellectual Property Rights), Clause 8 (Confidential Information), 9 (Termination), 11 (Limitation of Liability), Clause 12 (Governing Law and Dispute Resolution) and Clause 13 (General) shall survive.

10. INDEMNITY

10.1 The Service Provider shall indemnify, defend and hold harmless Exponent, and its respective directors, employees, and officers, from and against any and all claims, demands, loss, costs, damages, judgments, suits, proceedings and expenses including reasonable attorney fees ("Loss") arising out of or as a consequence of:

- Failure or breach by the Service Provider of any of its representations, warranties, covenants, obligations and other provisions of

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this Agreement, including any fraud, gross negligence or misconduct; and

(b) Any partial or permanent closure/non-use of the Premises which is directly or indirectly attributable to the Service Provider.

10.2 Exponent shall indemnify, defend and hold harmless the Service Provider, from and against any and all claims, demands, loss, costs, damages, judgments, suits, proceedings arising out of or as a consequence of any failure by Exponent to pay the Service Fees to the Service Provider in accordance with this Agreement.

10.3 In the event of an occurrence of the indemnity event, the indemnifying party shall be liable to indemnify the indemnified party(ies) to the extent of Loss suffered by the indemnified party(ies).

11. LIMITATION OF LIABILITY

Neither Party will be responsible for any kind of indirect, consequential, special, punitive, incidental and other types of indirect damages including but not limited to, loss of profits, loss or corruption of data and/or software or loss of good will or reputation. Notwithstanding the foregoing, the total aggregate liability of Exponent will in no event exceed the Service Fee paid by Exponent to the Service Provider in the preceding 3 (three) months from the indemnity event.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 The Agreement shall be governed by and construed in accordance with the laws of India.

12.2 Any dispute arising between the Parties out of or in connection with the terms and conditions of the Agreement shall first be resolved by mutual discussion.

12.3 In the event the Parties fail to reach an amicable solution within a period of 60 (sixty) days, such dispute shall be referred to arbitration by a sole arbitrator, to be appointed with the consent of both Parties. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration proceedings shall be Delhi. The language to be used in the arbitration proceedings shall be English.

12.4 The Parties hereby agree that the Courts in Delhi shall have exclusive jurisdiction.

13. GENERAL

13.1 **Force Majeure:**

(a) Neither Party shall be considered in default in the performance of its obligation under the Agreement, if such performance is prevented or delayed on account of war, civil commotion, strike, epidemics, accidents, fires, unprecedented floods, earthquake because of promulgation of any law or regulations by the Government, unforeseen breakdowns or account of any other Acts of God (a "Force Majeure Event").

(b) At the time of occurrence of a Force Majeure Event, the affected Party shall give a notice in writing within 15 (fifteen) days from the date of occurrence of the Force Majeure Event, indicating the cause of Force Majeure Event and the period for which the Force Majeure Event will likely to subsist. In the event the affected Party is prevented from fulfilling its obligation under the Agreement owing to the Force Majeure Event continuing for more than 30 (thirty) days, both Parties shall consult each other regarding the continuation of the Agreement and the other Party may decide to release the affected Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure Event so long as the Force Majeure Event continues, in order to enable the affected Party to perform its other obligations hereunder as so modified.

13.2 **No Assignment:** Neither Party shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other Party.

13.3 **Entire Agreement:** This Agreement, sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous oral and written discussions, agreements and understandings of any kind or nature. This Agreement shall inure to the sole benefit of and be binding upon the Parties hereto.

13.4 **Severability:** The Parties acknowledge and agree that if any of the provision of this Agreement is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable.

13.5 **Waiver:** No delay or failure of any Party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. Save as expressly provided in this Agreement, neither Party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that Party and duly given in subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any waiver shall be effective only in the instance and for the purpose for which it is given.

13.6 **Amendment:** This Agreement may not be amended except as may be mutually agreed in writing by the Parties.

13.7 **Notices:** Unless otherwise provided herein, all notices, requests, waivers and other communications shall be made in writing in English language and by letter (delivered by hand, courier or registered post), email or facsimile transmission.

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(save as otherwise stated) to the addresses or email addresses set out in the execution table below.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

21 May 2012



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Name of Party	Exponent	Service Provider
Signature and Stamp	Exponent Energy Private Limited	Raj Kumar
		21/11/2025
Name of Authorized Signatory	Kaushal Atodaria	Raj Kumar
Title	Head of Charging Network	Owner
Phone Number		
Email	kaushal@exponent.energy	9719574803
Address		Rajkumar S/O Bhoole Ram 1325 Bhoodighi Dusna Dehat Ghaziabad Utter Pradesh 201302
Execution Date	1 st of Nov 2025	1 st of Nov 2025

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Schedule I Description of the Premises

Carpet Area-1000Sqft
Address- Mr Rajkumar s/o Bhoole Ram
Plot NO 2575 Dasna Ghaziabad up
201015

Schedule II Services

A. Operation of the Charging Station:

1. The Service Provider shall provide space for the Charging Station at the Premises, in accordance with the instructions provided by Exponent, as and when required, and shall permit charging of vehicles from the Charging Station.
2. In the event the Service Provider has sought any monetary benefit from the customers, then it shall be liable to pay an amount equivalent to twice the monetary benefit sought by the Service Provider to Exponent.

B. Access to the Charging Station:

3. It is hereby clarified that Exponent shall have exclusive access to the Charging Station for the purpose of maintaining such Charging Station within the Premises, and to repair the Charging Station in the event of any damage, to ensure smooth operation of the Charging Station. The Service Provider shall not undertake any maintenance or servicing of the Premises.
4. The Service Provider shall not prevent any Person, due to an act or omission on its part, from charging their vehicles from the Charging Station. In such an event the Service Provider shall remedy this within a period of 30 (thirty) days from the date on which such Person(s) were prevented from accessing the Charging Station. If the Service Provider fails to remedy this within the time period stipulated, then Exponent shall not be liable to pay the Service Fee to the Service Provider for such duration.
5. It is clarified that for the duration that such Person(s) cannot access the Charging Station, due to an act or an omission of the Service Provider, Exponent shall not be liable to pay the Service Fee to the Service Provider.
6. Provider that if a Person is prevented from accessing the Charging Station for reasons beyond the control of the Service Provider, then the Service Provider shall not be held liable for the same. In such circumstances, the Service Provider shall, on a best-efforts basis, attempt to remedy this situation.

C. Approvals

7. Each Party shall obtain all the applicable consents, permissions, NOCs, licenses, and approvals under Applicable Law from the Authorities, with respect to the Charging Station and the Premises, including the registration certificate for the Premises under the Shops and Commercial Establishments Act.
8. In the event that the Service Provider fails to obtain the relevant approvals relating to the Premises, and

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the Government Authorities restrict the operation of the Charging Station until such approval has been obtained, then, notwithstanding the Lock-In-Period, Exponent shall have the right to access the Premises and regain possession of the Charging Station.

Schedule III Service Fee, Invoicing and Penalty

A. Service Fee

The payment of amounts by Exponent to the Service Provider for providing Services are set forth below:

- (a) Advance Amount: 15000/-
- (b) Service Fee: 15000/-
- (c) Increment YOY for the location - 5%
- (d) Upon termination or natural expiry of this Agreement, the security deposit paid by Exponent Energy shall be refunded by the Land Owner to Exponent Energy within seven (7) days, subject to the fulfilment of all obligations under this Agreement
- (e) If the owner removes the station under any condition within 3 years, the cost of shifting, installation And the cost of the power line shall be borne by the owner.
- (f) The owner will make/build a concrete or Block Tile floor of size 500sqft
- (g) The owner will make a passage for entry and exit.
- (h) The owner will install 2 lights inside the charging area.
- (i) All payments due to the owner will be transferred to the following bank account.
- (j) SBI Bank
- (k) 11668379532
- (l) SBIN000316

B. Invoice

Owner should share invoice by every 2nd of the month and exponent will pay the rent amount within 10 days of receiving the invoice.

Electricity bill Pay on Actual Basis.

21 may 2012