

This Charger Service Agreement (Australia) is current as at 1 December 2018

Please read the terms of this Agreement (as defined below) carefully. By clicking on the "I agree" button, you expressly represent that:

- (1) you have read, understand, and agree to be bound by the terms and conditions of this Agreement,
- (2) you are of legal age to form a binding contract with Beam, and
- (3) you have the authority to enter into the Agreement personally or, if applicable, on behalf of the entity you represent and to bind that company to this Agreement (as defined below).

1. Services Agreement

The terms of the following Services Agreement ("**Agreement**") constitute an agreement between you/the entity you represent ("**you**", "**your**") and Beam Mobility Australia Pty Ltd (ACN 629 999 533) ("**Beam**", "**us**", "**our**", or "**we**") governing the services you provide to Beam in Australia from time to time (collectively, "**Beam Services**") on an independent contractor basis.

2. About Beam

Beam is a last-mile electric vehicle rental service business. Beam Services are ancillary to Beam's core rental services.

3. Your Relationship with Beam

- 3.1. By accepting this Agreement and performing the Beam Services, you acknowledge and agree that you have been engaged by us as an independent contractor in relation to the provision of Beam Services.
- 3.2. Nothing in this Agreement constitutes or should be construed to create an employer-employee relationship, a joint venture, partnership, franchisor-franchisee or agency relationship. For the avoidance of doubt, this Agreement does not constitute or create any relationship (a) other than that of an independent contractor and a principal between you and Beam (or any member of the Beam Group), or (b) between Beam (or any member of the Beam Group) and any of your employees, officers or agents.
- 3.3. You further acknowledge and agree that you will have complete discretion whether or not to provide Beam Services or otherwise engage in other business or employment activities with third parties, including businesses or entities that provide vehicle rental services, provided always that you comply with clause 10. For the avoidance of doubt, you are not appointed on an exclusive contractor basis and we do not warrant or guarantee that you will have preference or priority in providing any of the Beam Services to us.
- 3.4. You acknowledge that you have no authority to bind Beam or any member of the Beam Group. You undertake not to represent yourself as an employee, officer, agent or representative of Beam or any member of the Beam Group and that you will procure a similar undertaking from any of your employees, officers or agents.
- 3.5. You and any employee, officer or agent may not use, export, import, or transfer the Beam App, any Beam Vehicle, or any Beam Group property except as authorised by us in writing.

4. Supply of Beam Services

4.1. Unless otherwise stated, you are solely responsible for determining and controlling the manner in which you provide Beam Services to us. You retain the sole right to determine when, where, how and for how long you will perform Beam Services. Subject to the limitations set out in this Agreement, you will determine the method, details, and means of performing the Beam Services.

4.2. You must ensure that:

- (a) You (and any employee, officer or agent) provide Beam Services in accordance with suitable methods and practices for the provision of those services.
- (b) All materials and standards of workmanship associated with the delivery of the Beam Services are of a high quality and fit for purpose. If we reasonably consider that the quality of any work or materials provided in the delivery of the Beam Services is not in accordance with the terms of this Agreement, we may instruct you to re-execute and replace the work or materials, or to make good any defective performance of the Beam Services at your own cost and expense.
- (c) You (and any employee, officer or agent) provide the Beam Services in accordance with suitable methods and practices for the provision of those services.
- (d) You (and any employee, officer or agent) comply with all relevant laws and regulations including with respect to work health and safety.
- (e) You (and any employee, officer or agent) do not act in a manner or otherwise do anything to harm or adversely affect Beam's reputation or goodwill.

5. Working Rights

5.1. You warrant and represent that:

- (a) if executing this Agreement on behalf of an entity, you have been authorised to, and have capacity to do so;
- (b) you (or, if applicable, your employees, officers and agents) hold and will continue to hold all necessary rights (including applicable visas) to perform work in Australia and provide the Beam Services;
- (c) you (or, if applicable, your employees) will comply with and continue to comply with all conditions of the necessary visa required to perform work in Australia; and
- (d) you (or, if applicable, your employees) will meet and continue to meet all other immigration requirements (including those prescribed by the *Migration Act 1958* (Cth)) necessary for you to perform work in Australia.

5.2. You must immediately inform us of any change or event which may affect your right to provide the Beam Services.

6. Payment for Your Services

6.1. The fees payable for your provision of the Beam Services ("**Contract Fees**") will be displayed on our designated mobile application ("**Beam App**").

6.2. Generally, the Contract Fees will be paid on a daily basis, or within a reasonable time after successful completion and delivery of Beam Services. Where GST applies, you must issue a tax invoice with respect to any Contract Fees which exceed \$75 for each invoice period, as a precondition of payment. For the purposes of this clause, the "invoice period" will be daily in arrears, from the date of commencement of this agreement.

6.3. **Taxes:** You must pay or remit Pay As You Go ("**PAYG**") tax instalment deductions, deductions from prescribed payments, fringe benefits tax, payroll tax and other Taxes or levies required by law which arise in respect of the engagement of or any amounts paid to the you under this Agreement.

6.4. **GST and Payroll Tax:** The Contract Fees exclude GST. The Contract Fees shall be reduced by the amount of any payroll tax payable by us in respect of any payments to you under this Agreement.

6.5. **Superannuation Guarantee Charge:** If we reasonably determine that we are required to make superannuation contributions in respect of your engagement to avoid being liable for the superannuation guarantee charge under the Superannuation Guarantee Legislation:

(a) we will notify you as soon as practicable that we have made this determination; and

(b) you authorise and direct us:

(i) to make such contributions; and

(ii) to withhold the amounts contributed from the Contract Fees otherwise payable (including any amounts that we have determined we must contribute with respect to any prior period to avoid being liable for the superannuation guarantee charge).

(c) Other than as specified in Clause 6.4, we will have no obligation to make superannuation contributions in respect of the engagement of or any amounts paid to you.

(d) For the purposes of Clause 6.4, "**Superannuation Guarantee Legislation**" means the *Superannuation Guarantee Charge Act 1992 (Cth)* and the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

6.6. You agree that payment of the amounts provided for in Clause 6 constitutes full payment for the provision of the Beam Services, and we are not liable to pay any other amount to you.

- 6.7. You are solely responsible for your own tools, equipment, insurance (including public liability, third party and workers' compensation insurance) and any expenses that you incur in connection with the Beam Services.
- 6.8. **ABN Withholding:** All payments made under this document are subject to any withholding required by law.
- 6.9. **Withholding of Contract Fees:** We may withhold any payment due to you under this Agreement until you provide a written statement under clause 6.9(a) for any period requested. You must keep a copy of all written statements issued under clause 6.9(a) for at least six years after each statement is provided to us. Your obligations under this clause continue after you cease to provide the Services to us.

- (a) Upon request, you must provide a written statement stating that you have paid:
- (i) all remuneration payable to each of the personnel involved in the provision of the Services (in the form required by section 127 of the *Industrial Relations Act 1996* (NSW));
 - (ii) all payroll tax payable in respect of such remuneration (in the form required by Part 5 of Schedule 2 of the *Payroll Tax Act 2007* (NSW)); and
 - (iii) all workers' compensation insurance premiums payable for each of the personnel involved in the provision of the Services (in the form required by section 175B of the *Workers' Compensation Act 1987* (NSW)),

in respect of each payment period.

7. Good and Services Tax

7.1. Payment of GST

Subject to clause 7.4, in addition to paying the Contract Fees or other consideration (which are exclusive of GST) we will:

- (a) pay to you an amount equal to any GST payable on any taxable supply made by you in connection with this Agreement; and
- (b) make that payment as and when we pay or provide the Contract Fees or other consideration, or if we have already made a payment, within 28 days of receiving a written request from you.

7.2. Overpayment

You must refund to us any overpayment by us in relation to GST within 14 days of becoming aware of the overpayment and must issue all necessary documentation including, for example, an adjustment note or tax invoice, in relation to the overpayment.

7.3. Claim for a cost

If a party has a claim for a cost on which the party must pay GST, the claim is for the cost plus all GST (except any amounts in respect of GST for which that party is entitled to an input tax credit).

7.4. GST Registration

If you are not registered for GST we will have no obligation under this clause to pay an amount in respect of GST to you.

8. Your Responsibility for Prohibited Activities

You agree that you will be solely liable for all acts and omissions arising out of or in connection with your provision of the Beam Services including:

- (a) any damage to a Beam vehicle (“**Beam Vehicle**”);
- (b) any damage or injury to yourself or third parties;
- (c) entering any private or public property which you do not have authorisation to enter;
- (d) performing Beam Services in an unsafe, unprofessional or unworkmanlike manner;
- (e) any damage, depreciation or wear and tear to your tools or personal property (as applicable);
- (f) using electricity that you do not pay for or are not authorised to use (as applicable);
- (g) overloading any electrical circuit while charging a Beam Vehicle (as applicable); and
- (h) violating any law, statute, regulation, rule, or the terms of any permit, licence or consent.

9. Intellectual Property and Moral Rights

9.1. You must disclose all Contract Materials to us.

9.2. You:

- (a) agree that we will own all rights in and to the Contract Materials including any Intellectual Property Rights which subsist in the Contract Materials or which may be obtained from the Contract Materials;
- (b) to the extent necessary to give effect to this clause, assign all of the Intellectual Property Rights in all Contract Materials to us; and
- (c) grant us a non-exclusive, royalty-free, transferable and perpetual licence to use any Existing Materials for any purpose in connection with Beam's business activities.

9.3. You warrant to the best of your knowledge and belief after making all reasonable enquiries, that:

- (a) the use by Beam of any Materials supplied by you in the course of your engagement will not; and
- (b) you (and any employee, officer or agent) will not in the course of your engagement,

infringe any Intellectual Property Rights of any person nor give rise to any liability to make royalty or other payments to any person.

9.4. Moral Rights

(a) To the extent permitted by applicable law you unconditionally and irrevocably:

(i) without limiting sub-clauses (ii) and (iii), consent to the following acts or omissions in respect of all works created by you in the course of providing the Beam Services (the "**Works**"):

- (A) any use of the Works that does not identify you as the author;
- (B) falsely attributing the authorship of the Works or any content of the Works to Beam;
- (C) materially altering the style, format, colours, content or layout of the Works and dealing in any way with the altered Works;
- (D) reproducing, communicating, adapting, publishing or exhibiting the Works, or
- (E) adding any additional content or information to the Works.

(ii) consent to any act or omission that would otherwise infringe Beam's Moral Rights in:

- (A) any of the Works that are films or performances; and
- (B) all other Works as they are included in a film; and

(iii) waive all of your Moral Rights in the Works.

(b) The consents and waivers in paragraph (a):

(i) apply whether the relevant acts or omissions or both occur before or after the consent or waiver is given; and

- (ii) are given for the benefit of Beam, its licensees, successors in title and anyone authorised by any of them to do acts comprised in the copyright in the Works.
- (c) You must not institute, maintain or support any claim or proceeding for infringement of any Moral Rights in the Works.

10. Confidential Information

- 10.1. You shall hold all Confidential Information in strict confidence and shall not, directly or indirectly, disclose or divulge it to any person without our prior written consent. For these purposes, "disclosing" or "divulging" Confidential Information includes making it available in any way, whether deliberately or not.
- 10.2. You shall not use any Confidential Information for any purpose other than as necessary to provide Beam Services. You agree to use reasonable care to protect the confidentiality of the Confidential Information. If you are compelled by law to disclose any Confidential Information, you shall provide us with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance if we wish to contest the disclosure.
- 10.3. You specifically acknowledge that we will be irreparably harmed by any breach of this Clause 10, and that damages alone is not an adequate remedy.
- 10.4. You further acknowledge that, without affecting any other rights or remedies if a breach of the terms of this clause 10 occurs or is threatened, the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, shall be available to us.
- 10.5. You agree that it shall, if any of the remedies set out in Clause 10.4 is sought in relation to any threatened or actual breach of the terms of this Agreement, waive any rights you may have to oppose that remedy on the grounds that damages would be an adequate alternative.
- 10.6. You will ensure compliance by any employee, officer or agent with the obligations set out in this clause 10).

11. Indemnity

- 11.1. You must comply with this Agreement, all laws, regulations, rules, directions, orders of any relevant authority and any reasonable instructions given by Beam for the purposes of this Agreement to comply with those requirements. You will be responsible for all liabilities arising from or in connection with your failure to do so, including loss or damage to any persons or property resulting from such failure.
- 11.2. You will indemnify and hold Beam and any related bodies corporate (as that term is defined in the *Corporations Act 2001 (Cth)*), affiliates, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders (collectively, the "**Beam Group**")

harmless from any claims, demands, actions, suits, losses, costs, liabilities and expenses (including all legal fees on an indemnity basis) in connection with the following matters:

- (a) any breach of any term of this Agreement by you (or your employee, officer or agent);
- (b) any unlawful or negligent act or omission by you (or your employee, officer or agent); in performing the Beam Services;
- (c) any misuse or unauthorised disclosure of Confidential Information by you (or your employee, officer or agent);
- (d) any infringement of Intellectual Property Rights by you (or your employee, officer or agent);
- (e) your violation of any law (including laws relating to workplace safety and health) or the rights (including intellectual property rights) of a third party; or
- (f) your ownership, use, operation or possession of a Beam Vehicle, or any vehicle used in the performance of Beam Services,

except to the extent the claim, demand, action, suit, loss, cost, liability or expense is substantially caused or substantially contributed to by Beam or a member of the Beam Group.

11.3. You agree that we hold the indemnity in Clause 11.2 on trust for those indemnified and can enforce the indemnity on their behalf.

12. Limitation of Liability

12.1. In no event will any member of the Beam Group have any liability to you (whether in contract, tort or otherwise) nor will you be entitled to make any claim against any member of the Beam Group, in respect of consequential loss incurred or sustained by you arising out of or in connection with the Beam App, the Beam Services, or this Agreement, even if we or our agents or representatives know or have been advised of the possibility of such damages.

12.2. In no event will you have any liability to any member of the Beam Group (whether in contract, tort or otherwise) nor will any member of the Beam Group be entitled to make a claim against you, in respect to consequential loss incurred or sustained by any member of the Beam Group, arising out of or in connection with the Beam App, the Beam Services, or this Agreement, even if you know or have been advised of the possibility of such damages.

12.3. You agree that Beam will not be liable for any loss or damage to you or any third parties arising from or related to the App, Beam Vehicles, or Beam property. In no event will Beam be liable for any lost profits, lost or incorrect data, or loss of use in connection with the use of the App, Beam Vehicles, or any other Beam property provided by Beam or in connection with any

other claim arising from this Agreement, even if Beam has been advised of the possibility of such damages. You further agree that our aggregate liability to you arising out of or in connection with this Agreement shall not exceed AUD1000.00.

- 12.4. The Beam App and all Beam Vehicles are owned by and shall remain our property at all times. The Beam App, Beam Vehicles, and any other property provided to you by Beam are provided to you on an “as is, where is” basis and you are responsible for assessing and managing the risk of using the App, Beam Vehicles, or Beam property. To the extent permitted by law, we expressly disclaim all warranties, whether express, implied, or statutory, including any implied warranties of title, merchantability, or fitness for a particular purpose.

13. Amendments of the Agreement

- 13.1. Please note, subject to clause 13.2, that this Agreement is subject to change by Beam at its sole discretion at any time.
- 13.2. When changes are made, Beam will make a new copy of the Agreement available within the Beam App. Beam will also update the date at the top of this Agreement. Any amendments to the Agreement shall be binding on you only upon your acceptance of the modified Agreement. You must accept the terms of the amended Agreement through the Beam App before you may continue providing the Beam Services.
- 13.3. Notwithstanding clause 13.2, your continued use of the Beam App or continued provision of the Beam Services shall be deemed to be and/or constitute your acceptance of the prevailing terms of this Agreement as amended by us from time to time.

14. No Assignment of Rights

Your rights and obligations under this Agreement are personal to you. You may not assign any of your rights or delegate any of your duties under this Agreement without our prior written consent and any assignment or delegation or attempts thereof to assign or delegate your rights or obligations shall be null and void.

15. Waiver

- 15.1. Any delay, failure or forbearance by Beam or you in exercising or enforcing any right (in whole or in part) provided by this Agreement or by law shall not operate as a waiver or release, or in any way limit Beam's or your ability to further exercise or enforce that, or any other, right.
- 15.2. A waiver of any breach of any provision of this Agreement shall not be effective or implied unless that waiver is in writing and is signed by Beam or you (as the case may be), and shall only constitute a waiver only with respect to the specific default or breach specified and only to the extent expressly provided.

16. Notices

16.1. Any correspondence, document, notice or other communication to be given under or in connection with this Agreement shall be in the English language in writing, and will be deemed given when sent by email to us at legal@ridebeam.com, or to you at the email address you used to register in respect of the provision of the Beam Services., as the case may be.

16.2. For the avoidance of doubt, Clause 16.1 shall not apply to the service of process.

17. Term and Termination

17.1. This Agreement may be terminated:

(a) by either party, without cause and without providing any reasons, upon seven (7) days' prior written notice to the other party; or

(b) by us immediately without notice and without payment in lieu of notice if:

(i) you (or your employee, officer or agent) commit a material breach of this Agreement;

(ii) you (or your employee, officer or agent) act in a manner that we reasonably regard as inappropriate or unprofessional;

(iii) you (or your employee, officer or agent) fail to provide the Beam Services in a safe manner;

(iv) you become insolvent or go into liquidation or enter into any arrangement or composition with your creditors, or any action is taken for the appointment of an administrator or official manager or receiver over your assets;

(v) you are charged with a breach of any law;

(vi) you (or your employee, officer or agent) engage in any misconduct (including but not limited to fraud or dishonest behaviour) or in any activity in conflict with or adverse to the activities, affairs or reputation of Beam or which in our opinion renders the continued provision of the Beam Services adverse to the best interest, activities, affairs or reputation of the Beam Group; or

(vii) you commit any other act which at common law would entitle us to terminate the document without notice or payment in lieu of notice.

17.2. For all other breaches of this Agreement, you will be provided notice and a reasonable opportunity to remedy the breach. If the breach is remedied in a timely manner and to Beam's satisfaction, Beam may choose not to terminate this Agreement. In addition, Beam may terminate this Agreement or deactivate your account immediately in the event Beam reasonably believes that such action is necessary to protect the safety or interests of Beam, users of the Beam App or third parties, or to promote or protect Beam's business and operations.

- 17.3. If this Agreement is terminated or the provision of the Services ceases, you shall have no further claim against us or any member of the Beam Group for monies or other entitlements in respect of the provision of the Beam Services or the termination of this document, except to the extent they accrued prior to the date of termination or as provided in this document.
- 17.4. Immediately on the your engagement ending or at any other time requested by us, you must return to us or our authorised representative:
- (a) all property belonging to the Beam Group that you have or can reasonably obtain; and
 - (b) all property that you have, or can reasonably obtain, that contains Confidential Information.
 - (c) In this clause, property includes anything on which information is recorded, for example, documents, computer disks and computer records.
- 17.5. Clauses 9 to 12 shall survive the termination or expiration of this Agreement.
- 17.6. Termination of this Agreement shall be without prejudice to any existing rights and/or claims that Beam may have against you, and shall not relieve you from fulfilling the obligations accrued prior to such termination.
- 17.7. If Beam terminates this Agreement because you are in breach of any of your main obligations, then:
- (a) you will no longer be able to be in possession of the Beam Vehicles;
 - (b) you shall return the Beam Vehicle(s) in your possession within 24 hours of the termination, regardless of whether your services have been fully performed;
 - (c) you must use all reasonable efforts to return the Beam Vehicle(s) to us as soon as possible at your own expense to a place directed by us together with all chargers supplied by us (or equivalent);
 - (d) if your services have not been fully performed upon return of the Beam Vehicle(s), your Contract Fees may be reduced at Beam's sole and absolute discretion; and
- 17.8. you will also be responsible for any reasonable costs and expenses incurred by us in recovery, including, but not limited to, solicitor's fees, agent's fees and storage charges.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

18. Initial Dispute Resolution

- 18.1. Support is available via the Beam App to address any concerns you may have regarding your provision of Beam Services and/or this Agreement. The parties shall first use their best efforts to negotiate in good faith to settle any dispute, claim, question, or disagreement and engage arising out of or in relation to this Agreement or the provision of the Beam Services.

18.2. For the avoidance of doubt, compliance with Clause 18.1 shall be a condition precedent to either party commencing arbitration under Clause 19.

19. Binding Arbitration

19.1. If the parties do not settle the dispute within a period of 30 days from the commencement of negotiations pursuant to Clause 18, either party may initiate arbitration pursuant to Clause 19.

19.2. Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any questions regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Expedited Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English.

20. Privacy

You consent to the collection, use or disclosure of your personal data in accordance with Beam's privacy policy and procedures which may be found on the Beam App and our website. These policy and procedures set out, among other things, how you may access, seek correction of or make a complaint in relation to the handling of personal data.

21. General

21.1. This Agreement shall be governed by, construed and interpreted in accordance with the laws of New South Wales.

21.2. If one or more provisions of this Agreement are held to be unenforceable under any applicable law(s), then such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and parties agree to carry out the Agreement and perform their respective obligations in such a manner as far as a possible to give effect to the original intention of the invalid, illegal or unenforceable provision.

21.3. This Agreement constitutes the entire agreement between you and Beam in connection with its subject matter and supersedes all previous agreements, understandings or discussions between the parties in connection with its subject matter to the extent permitted by law.

21.4. We may, at any time without notice to you, set off any amount that is or may become owing by us to you against, any amount owing by you to us under this Agreement. For this purpose,

- (a) we may:
 - (i) change the terms (including the repayment date) of any account or other payment obligation between the parties; and
 - (ii) do anything (including execute any document) in your name that we consider necessary or desirable to set off one amount against another, and

- (b) you authorise and direct us to withhold such unpaid amounts from monies otherwise owing to you.

This sub-clause overrides any other document or agreement to the contrary.

- 21.5. If this Agreement is inconsistent with any other document or agreement between the parties, this Agreement prevails to the extent of the inconsistency.

21.6. **Definitions**

The following definitions apply in this Agreement:

"Contract Materials" means Material created, made or discovered by you (either alone or with others) in the course of your engagement or as a result of using the resources (including the Confidential Information and Intellectual Property Rights) of the Beam Group.

"Confidential Information" means any information of a private, secret, confidential or commercially sensitive nature and which may not be readily available to the Beam Group's competitors or the general public (of any nature and in any form, including whether given in writing or orally or in a visual or electronic, magnetic or digital form) including but not limited to any trade secret, information regarding, confidential operations, processes, dealings or any information (other than within the public domain) concerning the operations, business finances or affairs of Beam and its related bodies corporate (as that term is defined in the *Corporations Act 2001 (Cth)*) or any of their respective customers, clients or suppliers (including but not limited to terms of contracts or arrangements, existing or potential projects, accounts information regarding customers, clients or suppliers, disputes, business development and/or marketing programmes and plans) which may come to your knowledge during the provision of Beam Services, whether or not the same is committed to in writing, oral or on tape or stored in computers, processors, electrical, mechanical, or telephone conversations.

"Existing Materials" means Materials created, made or discovered by you prior to or outside the scope of your engagement that you use or supply in the course of your engagement.

"Materials" means works, ideas, concepts, designs, inventions, developments, improvements, systems or other material or information.

"Moral Rights" means:

- (a) rights of integrity of authorship or performership;
- (b) rights of attribution of authorship or performership;
- (c) rights not to have authorship or performership falsely attributed,

conferred by the *Copyright Act 1968 (Cth)*; and

(d) rights of a similar nature that exist, or may come to exist, anywhere in the world.

"Taxes" means a tax, levy, duty, charge, deduction or withholding (including GST), however described, that is imposed by law or a government agency, together with any related interest, penalty, fine or other charge.

If you have any questions regarding this Agreement, please contact legal@ridebeam.com.

ADDENDUM A - Charger Services Addendum

The following addendum applies only if you are providing services to Beam as a Charger ("**Beam Charger Services**"), and should be read in conjunction with the general terms and conditions set forth above.

Your Provision of Charger Services for Beam

You can provide Beam Charger Services by clicking the "Beam Charger" button on the Beam App and scanning the code on the Beam Vehicle into the App. The Beam Vehicle will unlock, so that you may take and charge the Beam Vehicle. You must capture and unlock the Beam Vehicle in the App before moving it.

If you are engaged as a Beam Charger, you agree to perform the following services:

- Charge the Beam Vehicle to a 95% charge and return that Beam Vehicle to an authorized Beam Vehicle location ("**Beam Point**") in the appropriate manner by the stipulated time the following day, and in no event more than 24 hours from the time you unlock the Beam Vehicle.
- Return the Beam Vehicle in good serviceable condition or immediately notify Beam if the Beam Vehicle requires maintenance.
- Provide photographs of the Beam Vehicle showing that it has been returned appropriately to the Beam Point; and
- Such further or other services as may be reasonably required.

Beam may recommend and make available to you "Charger Guidelines" through the App or in writing. You must comply with the terms of the Charger Guidelines (as amended by Beam at its sole and absolute discretion from time to time).

Beam's records shall be conclusive evidence of all matters arising out of or in connection with your provision of Beam Charger Services and shall not be subject to any challenge.

Payment for Your Charger Services

You will receive payment for providing Beam Charger Services pursuant to the terms of this Agreement. You are only entitled to a payment for each Beam Vehicle that you fully charge to a 95% charge based on the then-applicable rate for the applicable Beam Vehicle as displayed on the Beam App.

If the Beam Vehicle is returned to a Beam Point or sent to an authorized Beam repair location after 7:00 a.m. local time the following day or such later time as provided by Beam in its sole discretion, your total payment (including any incentives) for Services related to such Beam Vehicle may be reduced at Beam's sole and absolute discretion. If a Beam Vehicle is not returned to a Beam Point or sent to an authorized Beam repair location within three (3) days from the date you first unlocked the Beam Vehicle, it shall be deemed that you will not be returning the Beam Vehicle and you will be charged for the full value of the Beam Vehicle (US\$900, or such other sum as determined by Beam from time to time).

We reserve the right to reduce or refuse payment if we reasonably consider that you have not provided the Beam Charger Services in accordance with the terms of this Agreement.

Charger Cords

You must use the charging cords (each a “**Cord**”) prescribed and provided by Beam.

Representations, Warranties, and Agreements

By providing Beam Charger Services, you represent, warrant, and agree that:

- you own, or have the legal right to use the electricity fed to Beam Vehicles in your possession;
- you will at all times only use premises that are safe and suitable to provide the Beam Charger Services; and
- you have access to and will provide reasonable space and ventilation of Beam Vehicles while charging to prevent overheating of the Beam Vehicles and Cords.