

SHARINGOS TERMS OF BUSINESS

Hardware

SharingOS Holdings, Ltd., a UK corporation, provides micro mobility hardware and services pursuant to these Hardware Business Terms and the Hardware Order Form(s) agreed to by the Customer named in the Hardware Order Form and SharingOS. By signing a Hardware Order Form, Customer expressly agrees to these Hardware Business Terms.

1. Definitions.

Agreement means these Business Terms, together with any applicable Order Form;

Company or **SharingOS** means SharingOS, Inc., a Delaware corporation;

Customer means the individual or organization named in the Order Form purchasing the Products;

Order Form means a separate writing specifying the Products to be purchased by Customer in the form of the Hardware Order Form (including any addenda and supplements thereto). If any conflict exists between these Business Terms and a Hardware Order Form, the terms of the Order Form will prevail;

Business Terms means these business terms and any addenda and/or supplements thereto;

Products means any of the Vehicles, digital locks, IoTs devices, battery packs and any other hardware that Customer may purchase from SharingOS as specified in the Order Form;

Vehicles means the smart connected vehicles including but not limited to electric kick scooters, mechanical bicycles, electric bicycles, and electric mopeds, all designed for shared mobility which are fully integrated with SharingOS's IoT devices and the SharingOS software system; and

Warranty means the SharingOS limited warranty outlined in Section 4 of these Business Terms.

2. Delivery.

- (a) **Expected Delivery Date.** The delivery of the ordered Products shall take place within the time period set forth on the completed Order Form.
- (b) **Incorrect, Incomplete or Damaged Deliveries.** If a delivery is incorrect, incomplete or damaged, Customer shall file a claim with the carrier within 48 hours and notify the Company, who may perform as many actions as it may deem convenient to investigate the origin of the damage or missed delivery. The Customer shall assume no additional costs from such incorrect, incomplete or damaged delivery.

3. Payment.

- (a) **Terms.** Payment for the Products will be made in accordance with the Order Form.
- (b) **Late Payments.** All invoiced amounts which are not paid when due, shall accrue, since the day after they were due, a five percent (5%) annual interest until paid in full. In the event Customer fails to complete payment when due, Company is entitled to suspend and/or postpone the performance of its obligations under this Agreement.

4. SharingOS Limited Warranty.

- (a) **Limited Hardware Warranty.** The following SharingOS hardware warranty shall be null and void if the Product(s) are re-located from the country of delivery.
- (b) SharingOS warrants that the Products will be free from, and using its own operating system and integrated software will not cause in the Products, material defects in materials and workmanship for the following time periods from the date the Product(s) is delivered to the Customer (the "**Warranty**"):

Product Item	Warranty Time Period
Mechanical bike M-BIKE v1	see attached warranty list (if applicable)
Electric bike E-BIKE v3	see attached warranty list (if applicable)

Electric kick scooter E-SCOOTER v1.x, V5	see attached warranty list (if applicable)
BLUETOOTH KEY	
LOCK v2.2, v7.x	One (1) year
SCOOTER CABLE LOCK V1, V5	tbd
Battery FLEX POWER PACK v1.x	Three (3) months
Battery FLEX POWER PACK v3	Three (3) months
Battery FLEX POWER PACK V5	Three (3) months
POWER PACK CHARGER	One (1) year

- (c) **New Products.** This Warranty applies only to the Products that have been (1) manufactured by or for SharingOS or (2) sold by SharingOS (either directly or by a SharingOS-authorized distributor), and, in either case, used under normal conditions as described in the Product specifications. The Warranty only applies to Products that are sold as new.
- (d) **Warranty on Repaired Products.** SharingOS warrants the replacement or repaired parts, to be free from defects in material or workmanship for the longer of: ninety (90) days or, for the remainder of the limited warranty period of the Product they are replacing or in which they are installed.

5. Warranty Servicing.

- (a) **Remedy.** Company will make commercially reasonable efforts to return Customer's initial telephone or web request for warranty service. If Company is notified in writing of a breach of the warranty in Section 4 above during the stated hardware warranty period, Company's entire liability and Customer's sole remedy shall be (at Company's option) to correct, repair or replace the Product(s) free of charge as applicable within a reasonable time, or provide or authorize a refund of the purchaser price paid for such Product(s) following the return of the Product(s) accompanied by proof of purchase.
- (b) **Servicing.** Unless otherwise designated in writing by Company, Customer must abide by the Company's written instructions on warranty service in order to receive servicing of a Product. Defective Product(s) will only be corrected, repaired, or replaced with the prior written consent of the Company and by a service provider that is authorized by the Company. Upon experiencing a warranty issue, please contact Company via the bug reporting form at the following link <https://forms.gle/zMuDT2WXPWEX4Dx17> or via your assigned Key Account Manager. If Company is not able to obtain Product information from Customer through the ordering process, Customer will be asked to provide the following information when requesting warranty service: Customer's name, address, and contact information; serial number; a description of the Product; a description of the system configuration; and a description of the issue. Customer may be required to provide proof of purchase and/or, if applicable, proof of the installation date prior to receiving warranty service.

6. What is Not Covered Under Warranty.

- (a) **Restrictions.** The Warranty does not apply to repair or replacement caused or necessitated by: (i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; fluctuations in electrical power beyond those set out in the specifications; failure of air conditioning or humidity control; improper maintenance, or any other misuse, abuse or mishandling; (ii) force majeure including without limitation natural disasters such as fire, flood, wind, earthquake, lightning or similar disaster; (iii) governmental actions or inactions; (iv) strikes or work stoppages; (v) Customer's failure to follow applicable use or operations instructions or manuals; (vi)

Customer's failure to implement, or to allow Company to implement, any corrections or modifications to the Products made available to Customer by Company; or (vii) such other events outside Company's reasonable control.

- (b) **Non-SharingOS Products.** This Warranty also does not apply to any non-SharingOS hardware products, or any software, that is not packaged or sold by SharingOS. Software distributed by SharingOS with or without the SharingOS brand (including, but not limited to system software) is not covered by this Warranty. Please refer to the licensing agreement accompanying the software for details of Customer's rights with respect to its use. SharingOS does not warrant that the operation of the Products will be uninterrupted or error-free. SharingOS is not responsible for damage arising from failure to follow instructions and/or specifications relating to the Product's use.

7 Limitation of Liability.

- (a) Each party's total aggregate liability (except with respect to payment of Fees) in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall be limited to the greater of (i) one hundred per cent (100%) of the total Fees paid or payable by the Customer to SharingOS during the 12 month period immediately before the date on which the cause of action first arose or, if the cause of action arose during any period before 12 months had elapsed from the Effective Date, during that shorter period; or (ii) \$10,000 USD.
- (b) Neither party excludes or limits liability to the other party for (i) fraud or fraudulent misrepresentation, (ii) death or personal injury caused by negligence, (iii) a breach of any obligations implied by any applicable state and/or federal laws; or (iv) any other liability that cannot be limited or excluded at law.
- (c) In no event shall either party be liable to the other party hereto for any indirect, incidental, collateral, special, punitive, unforeseen, exemplary or consequential damages, including lost profits, lost savings, loss of use, lost revenue or lost goodwill, regardless of the form of action or theory of recovery, even if such party has been advised of the possibility of such damages.

8 Miscellaneous.

- (a) Changes: SharingOS may change these Business Terms at any time to reflect changes in law, technology, industry standards or the business. The latest version of these Business Terms at the time of each Order Form shall apply to that particular Order Form. Continued use of the SharingOS Service or Products by Customer shall constitute acceptance of any new or modified version of these Business Terms.
- (b) Confidentiality: Each party shall maintain the confidentiality of the other party's confidential information during the Term and for three (3) years after the date of the last disclosure. These confidentiality obligations shall not apply to information: (i) lawfully in the public domain; (ii) lawfully possessed by the recipient before disclosure by the other party; (iii) lawfully disclosed to a party by a third party without obligation of confidentiality; (iv) independently developed by a party without reference to the other party's proprietary information; or (v) whose disclosure is compelled by a court or other competent authority (provided in such case that the compelled party makes reasonable efforts to help the disclosing party oppose or limit such compelled disclosure). Customer acknowledges that the Application, Custom Application, the results of any performance tests of the Custom Application and the Services shall be subject to the above confidentiality obligation.
- (c) Severability: If any provision in this Agreement is held to be invalid or unenforceable, it shall be construed to reflect as closely as possible, its original intention, but all the remaining provisions shall remain in full force and effect.
- (d) Assignment: Neither party may assign, transfer, declare a trust over the benefit of or otherwise dispose of this Agreement without the other party's written consent, which shall not be unreasonably withheld or delayed, except that SharingOS may assign this Agreement to any Affiliate or successor in interest, or in connection with a merger, consolidation, sale of all or substantially all of its assets, change of name or like event.

- (e) Amendments; Waiver: Except as expressly provided herein, amendments to the Order Form must be in writing and signed by authorized representatives of both parties. Neither course of conduct nor trade practice shall be taken to modify any provision of this Agreement. Any failure by SharingOS to enforce strict performance of any provision of this Agreement shall not prevent it from subsequently doing so. No provision of this Agreement may be waived except in writing signed by the party against whom enforcement of the waiver is sought.
- (f) Entire Agreement: Except in the case of fraud or fraudulent concealment, the Order Form and these Business Terms (together with any Addendum) constitute the entire and only Agreement between Customer and SharingOS in relation to their subject matter and Customer acknowledges Customer has not been given or relied on any representation or other statement whatsoever other than those set out therein. Nothing communicated verbally or electronically by any SharingOS sales representative should be understood as a modification of this Agreement or an authorized representation about the nature and quality of the Service or Products.
- (g) Force Majeure: SharingOS shall not be in breach of this Agreement or otherwise liable to Customer for any delay in performance or non-performance under this Agreement if such delay is due to any event or circumstance beyond its reasonable control including acts of God or nature, a global pandemic as defined by the World Health Organization, failure or shortage of power supplies, acts or omissions of government or other authorities or any telecommunications carrier, operator or administration or Internet service provider, war, military action, act of terrorism, embargo, riot(s), strike(s), lock-out(s), trade dispute(s), fire(s), break-down, inclement weather, interruption or obstruction or congestion of transport, government action, or labour disturbance (each a "Force Majeure Event"). If any Force Majeure Event continues for a period of at least six months, then either party may terminate this Agreement by giving thirty (30) days' written notice to the other party.
- (h) Equitable Relief: Both parties agree that monetary damages alone might not be a sufficient remedy for any breach of this Agreement and acknowledge that an aggrieved party shall be entitled to seek injunctive relief as a remedy for any breach. Such remedy will not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity to the aggrieved party.
- (i) Notices: Each party may communicate with each other and send notices under this Agreement to the other party in the normal course of business using the address details specified in the Order Form (including, for the avoidance of doubt, any email address specified). Any communication or notice given pursuant to Section 15 shall be in writing and shall be delivered personally or sent by pre-paid first-class mail to the company secretary of the recipient of the communication or notice.
- (j) Governing Law and Jurisdiction: This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with, the law of England. The parties irrevocably agree that English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

8. Warranty Disclaimer.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW.

Nothing in these Business Terms affects any statutory rights of the Customer that cannot be waived or limited by contract. Warranty gives the Customer specific legal rights, and Customer may also have other rights which vary from state to state, country to country and jurisdiction to jurisdiction.

9. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT COMPANY'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT(S), OR (B) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, CUSTOMER MAY RETURN THE DEFECTIVE PRODUCT FOR A REFUND OF THE FEES CUSTOMER PAID COMPANY FOR THE DEFECTIVE PRODUCT AND, IF APPLICABLE, THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES CUSTOMER HAS PAID FOR THE DEFECTIVE PRODUCT.

10. Indemnification.

Customer will indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, shareholders, members, employees, agents, successors and assigns (collectively, the "**Indemnified Parties**") from and against any third party liability, actions, claims, demands, costs, losses or damages, including reasonable attorneys' fees (collectively, the "**Claims**"), resulting from or arising out of this Agreement, or which are related to Customer's business conduct and operations, any violation of any laws by Customer (including its officers, managers, employees, contractors, agents, and volunteers), or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or mis-placement of any of the Product(s). Customer will not indemnify, defend or hold harmless the Indemnified Parties from and against all Claims resulting from or arising out of the negligence or willful misconduct of the Company or the Indemnified Parties.

11. Contact SharingOS.

The Company's customer success team can be reached as follows:
accounting@sharingos.co