

தமிழ்நாடு தமில்நாடு TAMILNADU 28/11/2023

Relux Electric Pvt Ltd

CY 834155

V.P. SEETHALAKSHMI (S.V.)
LN No: 2/CHKSH/2010/0114 & 2011
20A / 26A, Morrison 5th Street, Madurai
Chennai-600 016. Cell: 99402 10578

PUBLIC EV CHARGING STATION AGREEMENT

This agreement is signed on this day 29th November 2023

BETWEEN

RELUX ELECTRIC PRIVATE LIMITED, a company registered in 2013. Act, having its registered office at 16/8, PRV Towers, GST Road, Guindy, Chennai-600032, bearing CIN: U3402TN2022PTC150346, hereinafter referred to as the "RELUX" which expression shall unless repugnant to the contest or meaning thereof include its successors, administrators and assigns of ONE PART.

AND

Dr. M.G.R. Educational and Research Institute, (Deemed to be University), INDIA (Declared U/s 3 of UGC Act, 1956), having its Office at Periyar E.V.R. High Road, (NH 4 Highway) Maduravoyal, Chennai - 600095. GSTIN: 33AADTM8372L1Z5, in represented by Registrar Dr. C.B. PALANIVELU, hereinafter referred to as the "CLIENT" which expression unless repugnant to the context or meaning thereof be deemed to include, legal representative, executors, administrators, successors and permitted assigns of the other PART, each a party and collectively referred to as "CLIENT".



C.B. Palanivelu

REGISTRAR
Dr. M.G.R.

EDUCATIONAL AND RESEARCH INSTITUTE
(Deemed to be University)
Periyar E.V.R. High Road,
Maduravoyal, Chennai - 600 095

RELUX and CLIENT are hereinafter individually referred to as the "Party" and collectively as the "Parties". Both parties as above have expressed a desire of entering in to a EVSE agreement to meet their respective objectives, which are set out here in below,

- a) RELUX is India's leading electric vehicle charging infrastructure provider, company with End-to-End charging services for private & public sectors as per the Indian government MOP guidelines across India. RELUX is interested in furthering this business through the Electrical Vehicle Supply Equipment and plans to build Several EV Charging stations.
- b) "CLIENT" on his/her part is interested collaborating with the 'Electric Charging' business of RELUX as an effort to contribute to clean environment and thus carrying out the business of providing services to the customers at all sites owned and or operated by CLIENT.
- c) RELUX is desirous of appointing "CLIENT" to give power, and necessary safety for chargers as per the uniform norms set up by RELUX along with the guidance of Power ministry/Nodal agencies
- d) RELUX will maintain the uniformity and exclusivity services and their respective charges with EVSE as per the guidelines provided by RELUX such as charger, amenities, additional services
- e) The purpose of this agreement is to set forth the terms and conditions under which the parties to the agreement shall conduct themselves during the substances of agreement.

NOW, THEREFORE, the parties, in considerations of the convents, undertakings and commitments set forth therein here by mutually agree as follows,

Clause 1: Definitions and Interpretations

For the purpose of this agreement, the following expressions shall bear the respective meaning set forth below,

- a) Agreement refers to the Public EV Charging Station signed between RELUX and CLIENT.
- b) **Business** refers to the business of EV (Electric Vehicle) charging through RELUX EVSE.
- c) DISCOM - refers to Power distribution sources in the concerned states.
- d) EVSE -It is the abbreviation of Electric Vehicle Supply Equipment. It is further explained under Clause 3 and 4
- e) **Public Charging Station (PCS)** – shall mean an EV charging station not restricted to be used by any specific persons or entities but for the general public where any electric vehicle can get its battery charged.
- f) AC means Alternating Current Charging and DC means Direct Current Charging



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- g) SOL means sites owned and/or operated by CLIENT
- h) KW shall mean rating of EV charger, KWH shall mean electricity units

Clause 2: Scope for CLIENT

1. "CLIENT" to provide space for two car parking for the EV charging station business of RELUX Company. CLIENT shall arrange *respective power load with separate energy meter* as per market feasibility and reliability of locations mentioned in Clients SOL (Charging locations provided in ADDENDUM)
2. "CLIENT" will provide seating arrangement with proper hygiene restrooms to charging customers ensuring their basic safety criteria in operational hours. CLIENT shall take responsibility of ensuring the safety of EV Chargers by avoiding misuse and theft of EV chargers
3. "CLIENT" must provide appropriate place for branding & signage of charging station as per NHAI. "RELUX" must provide a Mockup Image to get approval from "CLIENT"
4. "CLIENT" must provide flat floor parking for with Paver blocks or Flat Cement Parking Lane with stoppers and blockers along with water proof painting at parking space with RAL code (6001) should be done as per government guidelines.
5. CLIENT must provide 4x3 feet concrete platform, standard electrical earthing and Cable laying in accordance with the guidelines of "RELUX" which is provided under Annexure B.
6. "CLIENT" will do other electrical infrastructure for Public EV Charging Station as per government guidelines.

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1. "RELUX" shall take responsibility ensuring the safety of EV Chargers by avoiding misuse and theft of EV chargers by fixing CCTV cameras
2. "RELUX" will carry out the electrical installation & commissioning of EVSE in CLIENT'S SOL
3. "RELUX" will do/provide all necessary brand lighting and hoardings.
4. "RELUX" will be responsible for site renovation like painting, lighting for every year.
5. "RELUX" will do canopy works for Public EV Charging Station as per government guidelines.



C.B. Patraivelu



Clause 4: Services, Terms & conditions

1. **Nature of Relationship:** Nothing in this agreement is intended or is to be deemed to create a partnership or joint venture between the RELUX and CLIENT
2. RELUX agrees to establish, setup and operate Public Electric vehicle charging stations within SOP of CLIENT in accordance with Guidelines notified by *the Ministry of Power (MoP) No.12/2/2018-EV (Comp No: 244947)*. The charging infrastructure so installed shall comply with the government/ministry of power guidelines and regulations for performance, safety & quality from time to time.
3. Both parties agree that the Public Charging Stations may be operated through a cloud-based solution technology developed and owned by RELUX.
4. RELUX agree, that all applicable statutory approvals/permissions from the respective authorities for the Public Charging Stations shall be procured. and if necessary with the help of the client. CLIENT shall agree to assist in obtaining separate power connection or enhancing the power supply at each location, if required by RELUX in connection with the Project.
5. CLIENT agrees and confirms that the Public Charging Locations (including the unfettered access to the identified space for the respective CLIENT) shall be free from encumbrances or hindrances.
6. CLIENT shall not directly or indirectly cause, create, incur, assume, or suffer to exist any lien on or with respect to the System or any interest therein. The Project and the System shall remain the property of RELUX ELECTRIC and shall not attach to or be deemed a part of, or fixture to the CLIENT. Neither CLIENT nor its lessees or tenants or any other Person shall have any right, benefit, or interest in the Project.
7. CLIENT will get trained by "RELUX" for the safe operation of EV Chargers and handling the emergency stop situations and other basic troubleshooting of EVSE.
8. **REVENUE SHARE:**
 - a. RELUX will charge Rs.22/kWh + GST from the customers for the units consumed in charging sessions which will be raised or reduced as per market or government scenarios with or without prior notice.
 - b. RELUX will pay the electricity bill for the units billed from EV customers (EVSE'S DC meter) to CLIENT as per TNEB norms with respective GST (subjected to the change as per TNEB norms). *refer CLAUSE 4: 8(c)*
 - c. RELUX will share of Rs.14/kWh (ON DC meter Reading) +18% GST (which includes electricity bill charges, revenue share and respective GST) to CLIENT's bank account as per **ANNEXURE A** which will be mutually understandable from both the parties on every 15th calendar month provided invoice to be raised

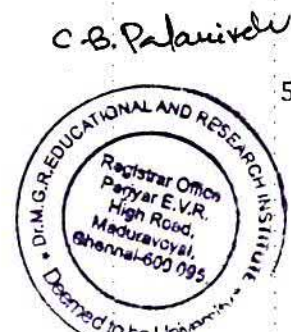


within 5th of every month. if Relux, in any event to share Rs.14/kwh+ 18%GST to CLIENT, within the stipulated date, this agreement shall automatically cease to exist. After Invoice if the payment not cleared within mentioned date this agreement stands VOID.

9. Any other activities considered necessary for setting up Public Charging Stations for electric vehicles at provided locations or other suitable locations on mutually agreed covenants/commercials arrangements, which are not specifically set out herein, but which may be identified later, shall be included by mutual discussion and consent of Parties.
10. The number of Public EV Charging Stations in a cluster would be tentative and could increase / decrease subject to joint agreement between CLIENT and RELUX. The addition or deletion of EV Charging Stations could be subsequently conveyed to each other in writing.
11. RELUX will provide in email to CLIENT viewing monthly statements/payment history/complaints and status of it.
12. RELUX will run promotional offers to attract customers and boost the brand, which will mutually benefit for the business.
13. RELUX has rights to change the pricing for customers as per market and government guidelines with/without notice.
14. RELUX in future may add operational or commission structure with CLIENT as per the market scenario.
15. RELUX will run all social marketing in the name of uniformity across PAN India as "RELUX CHARGING STATION".
16. RELUX will upgrade the super-fast chargers based on mutual benefits with "CLIENT"
17. In the event of the Govt. announcing a policy for subsidized power charges for EV charging stations, then the parties shall make necessary arrangements including separate meter and approvals as required at their own cost to avail the lower tariff.
18. CLIENT wishes to shift the chargers before the tenure period with proper written consent to RELUX it incurs existing set up cost, travel expenses, additional Installation & Commissioning charges.

Clause 5: Terms

This agreement comes into force on the date of signing this agreement and shall continue for 6 years as locking period and validity 10 years after this date. This agreement may be extended on the mutual agreement of both parties, unless earlier terminated in accordance with the agreement by renewal Process to RELUX by "CLIENT".



Clause 6: Termination

1. This agreement may be terminated by RELUX at any time, with assigning any reason by giving prior written notice of Sixty (60) days. "CLIENT" holding the same conditions along with a particular reason or not.
2. If CLIENT doing the same business with in 5 km radius with any other similar entity business, RELUX with void its services and process for legal proceedings immediately without issuing any notice/intimation letter.
3. RELUX shall be entitled to terminate this agreement, with immediate effect upon happening of one or more of following:
 - a. Any breach or violation of any of the terms and conditions of this agreement by the "CLIENT", if within fifteen (15) days of written notice from RELUX Electric of the breach or violation, such breach or violation is not cured, provided that no cure period shall be applicable for the violation of any applicable law.
 - b. Failure of the "CLIENT" to provide the services to the customers as follows:
Non-EV car parked in the allotted bay. Unauthorized turning off machine manually on business time without any intimation to "RELUX"

Clause 7: Confidentiality

8.1. During the subsistence of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Party receiving any information and/or document which are marked as Confidential (hereinafter referred to as the "Confidential Information") shall:

- a. Keep the confidential Information confidential;
- b. Do not disclose the Confidential Information to any other person without the prior written consent of the Party disclosing such information (hereinafter referred to as the "Disclosing Party") except to its employees, agents, shareholders, investors, partners and advisors on a strictly need-to-know basis, and upon such person executing a non-disclosure undertaking in respect of the Confidential Information in a format reasonably satisfactory to the Disclosing Party;
- c. Do not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement; Without the prior written consent of the Disclosing Party, not to make a public announcement or any other disclosure of the Confidential Information except as required by any legal stipulation applicable to it. In case of such disclosure required by legal stipulation, a Party which is required to make such disclosure shall, as soon as practicable after it is made aware of the requirement to make such disclosure, inform the Disclosing Party of the need to disclose such Confidential Information, the content thereof and the legal stipulation which requires disclosure of such Confidential Information.

8.2. The obligations contained in the relevant clauses above shall not apply to any Confidential Information which:



- a. is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by such Party; can be shown by the Party receiving the information to the reasonable satisfaction of the Disclosing Party that the same was known to such Party prior to the disclosure;
- b. subsequently comes lawfully into the possession of the Party receiving such information from a person other than the Disclosing Party; or
- c. such information which any Party is required to disclose by law, by a court of competent jurisdiction or by another appropriate regulatory body, provided that the Party required to disclose shall use reasonable endeavors to consult with the Disclosing Party and take into consideration is reasonable requests in relation to such disclosure.

Clause 8: Notice

All communication, demand and notices required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designate in writing:

RELUX ELECTRIC PRIVATE LIMITED:

Address:

NO: 16/8, PRV Towers, GST Road, Guindy, Chennai, Tamil Nadu - 600 032.

Email id: md@reluxelectric.com

Any Notice, demand or other communication shall be sent by registered post / hand delivery.

OTHER PARTY DETAILS

Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE

Periyar E.V.R. High Road, (NH 4 Highway) Maduravoyal, Chennai – 600095.

GSTIN: 33AADTM8372L1Z5.

Clause 9: Intellectual Property Rights

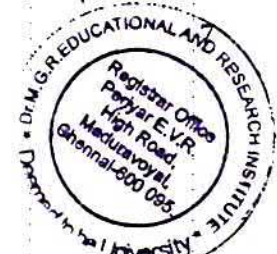
Intellectual Property Rights owned by each respective Party shall remain the property of such Party and nothing in this AGREEMENT shall be taken to represent an assignment, license or grant of other rights in or under such Intellectual Property Rights to the other Party. All right, title and interest to all Intellectual Property of each Party as of the Effective Date of this AGREEMENT, including that which is or may become protectable by patent, copyright, trademark, trade secret or similar law, shall remain exclusively with that Party.

Clause 10: Dispute Settlement

The Parties hereby agree that they shall work together to resolve any disputes that may arise under, in relation to or in connection with this Agreement (referred to in this clause as a "Dispute"). In the event such Dispute is not resolved amicably within 60 (sixty) days of the date of receipt of notice issued by disputing party with respect to same by the non-disputing party



C.B. Palanivelu



then in such case all Dispute shall be settled by binding arbitration pursuant to the Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act"), in following manner:

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this agreement, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below:

- a. The dispute or difference shall be referred to a sole arbitrator.
- b. The arbitration shall be through High Court Mediation and Arbitration Centre at High Court of Madras Judicature for the state of Tamil Nadu.
- c. The rules of the above-mentioned Institutional Arbitration Forum shall be applicable to the arbitral proceedings.
- d. The Indian Arbitration & Conciliation Act 1996 and Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under the clause.
- e. The seat of arbitration shall be at Chennai, Tamil Nadu, India.
- f. The proceedings shall be conducted in English language.
- g. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.
- h. The following shall not be referred to arbitration:
Disputes having financial claims less than Rs. 5 Lakhs.

Notwithstanding anything contained herein above (except 'h') upon arising of dispute the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator.

Clause 11: Limitation of Liability

Notwithstanding anything in this AGREEMENT to the contrary and to the extent permitted by applicable law, in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages. A Party will not be in breach of the AGREEMENT or be liable to the other Parties if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, legislation, regulation, order or other act of any Government or Governmental agency.



C.B. Palanivelu



Clause 12: Waiver

Failure of a Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by a Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by the concerned Party.

Clause 13: Assignment

Except as provided in this Agreement, none of the Parties shall be entitled to assign their rights and obligations under the Agreement to a third party without the prior written consent of the other Party, except to its affiliate companies.

Clause 14: Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the Parties.

Clause 15: No Lien

In this agreement, obliges the client to give up its lien rights to Relux in advance of performing the work and / or supplying materials at the charging station. If there is any event of non-payment by the Relux then the client can switch off the chargers or can stop the power supply to the chargers. And further the clearance of the payment by the Relux the client should switch on charger.

Clause 16: Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavor to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

Clause 17: Entire Agreement

This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement contains the sole and entire understanding and agreement between the Parties hereto with respect to the subject matter contained herein.

Clause 18: Force Majeure

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this AGREEMENT due to the exigency of one or more of the force majeure events which are beyond the reasonable control of the Party concerned such as but not limited to acts of God, wars, floods, earthquakes, lawful strikes not confined to the premises of the Party, lockouts



beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc. provided on the occurrence and cessation of any such event , the Party affected thereby shall give a notice in writing to the other Party within one (1) month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the Parties shall jointly decide about the future course of action.

Clause 19: Survival

Those Clauses that by its nature should survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement.

It specifically clarified that the provisions of Clause (*Confidentiality*), Clause (*Intellectual Property Rights*), Clause (*Governing Law and Jurisdiction*) and Clause (*Dispute Settlement*) shall survive expiration or termination of this Agreement.

Clause 20: Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute the same instrument.

Clause 21: Miscellaneous

- a. It is agreed and understood by the Parties that this Agreement is a legally binding contract and under no circumstances shall stand terminated, except in terms of this Agreement.
- b. This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.
- c. The Parties shall not use each other's name and/or trademark/logo or publicize or release any information about this Agreement or its contents or market, publish, advertise in any manner any information without prior written consent of the other Party.

Clause 22: Rules of Interpretation

- a. Irrelevance of Gender and Plurality. The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- b. Internal References. All references herein to Clauses and Annexure shall be deemed to be references to Clauses of and Annexure to, this Agreement unless the context shall otherwise require. All Annexure attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms "clause(s)" and "subclause(s)" shall be used herein interchangeably. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.



The words "include", "includes", and "including" shall be deemed to be followed by the words "without limitation".

c. Default Rules. Unless expressly contradicted or otherwise qualified,

(i) all references to a Person also refer to that Person's successors and permitted assigns, including permitted transferees, and (ii) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

d. Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

e. Clause Heading: The clause heading contained in this Agreement are for the convenience of the Parties and shall not affect the meaning or interpretation of this Agreement.

Clause 23: Governing Law and Jurisdiction

This AGREEMENT shall be governed by and construed in accordance with the laws of India. High Court of Madras, Tamil Nadu, India shall have exclusive jurisdiction in respect of matters arising out of or in relation to this AGREEMENT.

For RELUX ELECTRIC PRIVATE LIMITED



Authorized Signatory

Witness 1

Signature: *Ravi Shankar R*
Name : RAVI SHANKAR R
Address : 16/8, PRIN TOWERS,
CHENNAI 61-32

For Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE

C. B. Palanivel

Authorized signatory

Witness 1

Signature: *Dr. S. Kanwar*
Name : Dr. S. Kanwar
Address : 121/4, 83, Dr. S. Kanwar
Munichhi St,
Ch-95.



ANNEXURE A

BANK ACCOUNT DECLARATION

A. DETAILS OF ACCOUNT HOLDER:

NAME OF ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/E-MAIL	

B. BANK ACCOUNT DETAILS:

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND MAIL ID	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
WHETHER THE BRANCH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH IFSC CODE	IFSC CODE:
COMPLETE BANK ACCOUNT NUMBER	

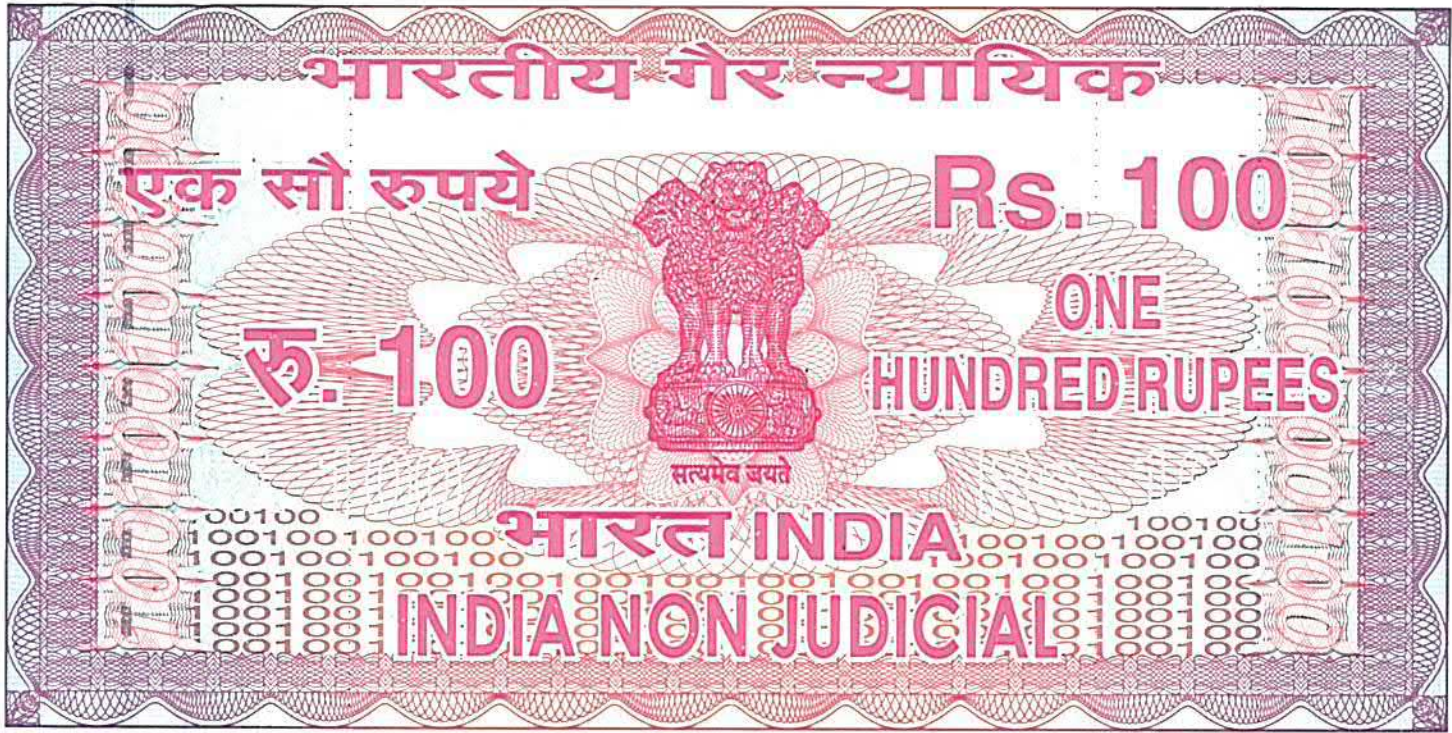
DATE OF EFFECT: _____

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user Institution responsible. I also declare that payments from "Relux Electric" will be credited in the above-mentioned bank account.

Certified that the particulars furnished above are correct as per our records.

Date:

Signature of the Customer



தமிழ்நாடு தமில்நாடு TAMILNADU

28/11/2023

M- CY 834157

Relux Electric RA Ltd

S. BETHALAKSHMI (S.V.)

9/10/2010 CH. 14-2-2811

25A, Morrison 6th Street, Alandur

Chennai-600 016. Cell: 99402 10578

PUBLIC EV CHARGING STATION AGREEMENT

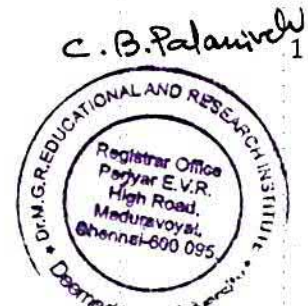
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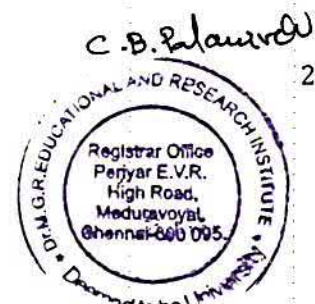
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1. **Nature of Relationship:** Nothing in this agreement is intended or is to be deemed to create a partnership or joint venture between the RELUX and CLIENT
2. RELUX agrees to establish, setup and operate Public Electric vehicle charging stations within SOP of CLIENT in accordance with Guidelines notified by *the Ministry of Power (MoP) No.12/2/2018-EV (Comp No: 244947)*. The charging infrastructure so installed shall comply with the government/ministry of power guidelines and regulations for performance, safety & quality from time to time.
3. Both parties agree that the Public Charging Stations may be operated through a cloud-based solution technology developed and owned by RELUX.
4. RELUX agree, that all applicable statutory approvals/permissions from the respective authorities for the Public Charging Stations shall be procured. and if necessary with the help of the client. CLIENT shall agree to assist in obtaining separate power connection or enhancing the power supply at each location, if required by RELUX in connection with the Project.
5. CLIENT agrees and confirms that the Public Charging Locations (including the unfettered access to the identified space for the respective CLIENT) shall be free from encumbrances or hindrances.
6. CLIENT shall not directly or indirectly cause, create, incur, assume, or suffer to exist any lien on or with respect to the System or any interest therein. The Project and the System shall remain the property of RELUX ELECTRIC and shall not attach to or be deemed a part of, or fixture to the CLIENT. Neither CLIENT nor its lessees or tenants or any other Person shall have any right, benefit, or interest in the Project.
7. CLIENT will get trained by "RELUX" for the safe operation of EV Chargers and handling the emergency stop situations and other basic troubleshooting of EVSE.
8. **REVENUE SHARE:**
 - a. RELUX will charge Rs.22/kWh + GST from the customers for the units consumed in charging sessions which will be raised or reduced as per market or government scenarios with or without prior notice.
 - b. RELUX will pay the electricity bill for the units billed from EV customers (EVSE'S DC meter) to CLIENT as per TNEB norms with respective GST (subjected to the change as per TNEB norms). *refer CLAUSE 4: 8(c)*
 - c. RELUX will share of Rs.14/kWh (ON DC meter Reading) +18% GST (which includes electricity bill charges, revenue share and respective GST) to CLIENT's bank account as per ANNEXURE A which will be mutually understandable from



both the parties on every 15th calendar month provided invoice to be raised within 5th of every month. if Relux, in any event to share Rs.14/kwh+ 18%GST to CLIENT, within the stipulated date, this agreement shall automatically cease to exist. After Invoice if the payment not cleared within mentioned date this agreement stands VOID.

9. Any other activities considered necessary for setting up Public Charging Stations for electric vehicles at provided locations or other suitable locations on mutually agreed covenants/commercials arrangements, which are not specifically set out herein, but which may be identified later, shall be included by mutual discussion and consent of Parties.
10. The number of Public EV Charging Stations in a cluster would be tentative and could increase / decrease subject to joint agreement between CLIENT and RELUX. The addition or deletion of EV Charging Stations could be subsequently conveyed to each other in writing.
11. RELUX will provide in email to CLIENT viewing monthly statements/payment history/complaints and status of it.
12. RELUX will run promotional offers to attract customers and boost the brand, which will mutually benefit for the business.
13. RELUX has rights to change the pricing for customers as per market and government guidelines with/without notice.
14. RELUX in future may add operational or commission structure with CLIENT as per the market scenario.
15. RELUX will run all social marketing in the name of uniformity across PAN India as "RELUX CHARGING STATION".
16. RELUX will upgrade the super-fast chargers based on mutual benefits with "CLIENT"
17. In the event of the Govt. announcing a policy for subsidized power charges for EV charging stations, then the parties shall make necessary arrangements including separate meter and approvals as required at their own cost to avail the lower tariff.
18. CLIENT wishes to shift the chargers before the tenure period with proper written consent to RELUX it incurs existing set up cost, travel expenses, additional Installation & Commissioning charges.

Clause 5: Terms

This agreement comes into force on the date of signing this agreement and shall continue for 6 years as locking period and validity 10 years after this date. This agreement may be extended on the mutual agreement of both parties, unless earlier terminated in accordance with the agreement by renewal Process to RELUX by "CLIENT".



Clause 6: Termination

1. This agreement may be terminated by RELUX at any time, with assigning any reason by giving prior written notice of Sixty (60) days. "CLIENT" holding the same conditions along with a particular reason or not.
2. If CLIENT doing the same business with in 5 km radius with any other similar entity business, RELUX with void its services and process for legal proceedings immediately without issuing any notice/intimation letter.
3. RELUX shall be entitled to terminate this agreement, with immediate effect upon happening of one or more of following:
 - a. Any breach or violation of any of the terms and conditions of this agreement by the "CLIENT", if within fifteen (15) days of written notice from RELUX Electric of the breach or violation, such breach or violation is not cured, provided that no cure period shall be applicable for the violation of any applicable law.
 - b. Failure of the "CLIENT" to provide the services to the customers as follows:
Non-EV car parked in the allotted bay. Unauthorized turning off machine manually on business time without any intimation to "RELUX"

Clause 7: Confidentiality

- 8.1. During the subsistence of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Party receiving any information and/or document which are marked as Confidential (hereinafter referred to as the "Confidential Information") shall:
- a. Keep the confidential Information confidential;
 - b. Do not disclose the Confidential Information to any other person without the prior written consent of the Party disclosing such information (hereinafter referred to as the "Disclosing Party") except to its employees, agents, shareholders, investors, partners and advisors on a strictly need-to-know basis, and upon such person executing a non-disclosure undertaking in respect of the Confidential Information in a format reasonably satisfactory to the Disclosing Party;
 - c. Do not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement; Without the prior written consent of the Disclosing Party, not to make a public announcement or any other disclosure of the Confidential Information except as required by any legal stipulation applicable to it. In case of such disclosure required by legal stipulation, a Party which is required to make such disclosure shall, as soon as practicable after it is made aware of the requirement to make such disclosure, inform the Disclosing Party of the need to disclose such Confidential Information, the content thereof and the legal stipulation which requires disclosure of such Confidential Information.



C. B. Palani velu



8.2. The obligations contained in the relevant clauses above shall not apply to any Confidential Information which:

- a. is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by such Party; can be shown by the Party receiving the information to the reasonable satisfaction of the Disclosing Party that the same was known to such Party prior to the disclosure;
- b. subsequently comes lawfully into the possession of the Party receiving such information from a person other than the Disclosing Party; or
- c. such information which any Party is required to disclose by law, by a court of competent jurisdiction or by another appropriate regulatory body, provided that the Party required to disclose shall use reasonable endeavors to consult with the Disclosing Party and take into consideration is reasonable requests in relation to such disclosure.

Clause 8: Notice

All communication, demand and notices required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designate in writing:

RELUX ELECTRIC PRIVATE LIMITED:

Address:

NO: 16/8, PRV Towers, GST Road, Guindy, Chennai, Tamil Nadu - 600 032.

Email id: md@reluxelectric.com

Any Notice, demand or other communication shall be sent by registered post / hand delivery.

OTHER PARTY DETAILS

Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE

(A.C.S. Medical College and Hospital)

Unit of Poonamallee High Road, Velappanchavadi, Chennai, Tamil Nadu – 600077.

GSTIN: 33AADTM8372L1Z5.

Clause 9: Intellectual Property Rights

Intellectual Property Rights owned by each respective Party shall remain the property of such Party and nothing in this AGREEMENT shall be taken to represent an assignment, license or grant of other rights in or under such Intellectual Property Rights to the other Party. All right, title and interest to all Intellectual Property of each Party as of the Effective Date of this AGREEMENT, including that which is or may become protectable by patent, copyright, trademark, trade secret or similar law, shall remain exclusively with that Party.

Clause 10: Dispute Settlement

The Parties hereby agree that they shall work together to resolve any disputes that may arise under, in relation to or in connection with this Agreement (referred to in this clause as a



"Dispute"). In the event such Dispute is not resolved amicably within 60 (sixty) days of the date of receipt of notice issued by disputing party with respect to same by the non-disputing party then in such case all Dispute shall be settled by binding arbitration pursuant to the Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act"), in following manner:

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this agreement, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below:

- a. The dispute or difference shall be referred to a sole arbitrator.
- b. The arbitration shall be through High Court Mediation and Arbitration Centre at High Court of Madras Judicature for the state of Tamil Nadu.
- c. The rules of the above-mentioned Institutional Arbitration Forum shall be applicable to the arbitral proceedings.
- d. The Indian Arbitration & Conciliation Act 1996 and Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under the clause.
- e. The seat of arbitration shall be at Chennai, Tamil Nadu, India.
- f. The proceedings shall be conducted in English language.
- g. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.
- h. The following shall not be referred to arbitration:
Disputes having financial claims less than Rs. 5 Lakhs.

Notwithstanding anything contained herein above (except 'h') upon arising of dispute the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator.

Clause 11: Limitation of Liability

Notwithstanding anything in this AGREEMENT to the contrary and to the extent permitted by applicable law, in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages. A Party will not be in breach of the AGREEMENT or be liable to the other Parties if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, legislation, regulation, order or other act of any Government or Governmental agency.



Clause 12: Waiver

Failure of a Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by a Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by the concerned Party.

Clause 13: Assignment

Except as provided in this Agreement, none of the Parties shall be entitled to assign their rights and obligations under the Agreement to a third party without the prior written consent of the other Party, except to its affiliate companies.

Clause 14: Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the Parties.

Clause 15: No Lien

In this agreement, obliges the client to give up its lien rights to Relux in advance of performing the work and / or supplying materials at the charging station. If there is any event of non-payment by the Relux then the client can switch off the chargers or can stop the power supply to the chargers. And further the clearance of the payment by the Relux the client should switch on charger.

Clause 16: Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavor to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

Clause 17: Entire Agreement

This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement contains the sole and entire understanding and agreement between the Parties hereto with respect to the subject matter contained herein.

Clause 18: Force Majeure

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this AGREEMENT due to the exigency of one or more of the force majeure events which are beyond the reasonable control of the Party concerned such as but not limited to acts of God,



wars, floods, earthquakes, lawful strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc. provided on the occurrence and cessation of any such event, the Party affected thereby shall give a notice in writing to the other Party within one (1) month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the Parties shall jointly decide about the future course of action.

Clause 19: Survival

Those Clauses that by its nature should survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement.

It specifically clarified that the provisions of Clause (*Confidentiality*), Clause (*Intellectual Property Rights*), Clause (*Governing Law and Jurisdiction*) and Clause (*Dispute Settlement*) shall survive expiration or termination of this Agreement.

Clause 20: Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute the same instrument.

Clause 21: Miscellaneous

- a. It is agreed and understood by the Parties that this Agreement is a legally binding contract and under no circumstances shall stand terminated, except in terms of this Agreement.
- b. This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.
- c. The Parties shall not use each other's name and/or trademark/logo or publicize or release any information about this Agreement or its contents or market, publish, advertise in any manner any information without prior written consent of the other Party.

Clause 22: Rules of Interpretation

- a. Irrelevance of Gender and Plurality. The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- b. Internal References. All references herein to Clauses and Annexure shall be deemed to be references to Clauses of and Annexure to, this Agreement unless the context shall otherwise require. All Annexure attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms "clause(s)" and "subclause(s)" shall be used herein interchangeably. The words "hereof," "herein" and "hereunder" and words of similar import when used in this



Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

The words "include", "includes", and "including" shall be deemed to be followed by the words "without limitation".

c. Default Rules. Unless expressly contradicted or otherwise qualified,

(i) all references to a Person also refer to that Person's successors and permitted assigns, including permitted transferees, and (ii) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

d. Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

e. Clause Heading: The clause heading contained in this Agreement are for the convenience of the Parties and shall not affect the meaning or interpretation of this Agreement.

Clause 23: Governing Law and Jurisdiction

This AGREEMENT shall be governed by and construed in accordance with the laws of India. High Court of Madras, Tamil Nadu, India shall have exclusive jurisdiction in respect of matters arising out of or in relation to this AGREEMENT.

For RELUX ELECTRIC PRIVATE LIMITED



Authorized signatory

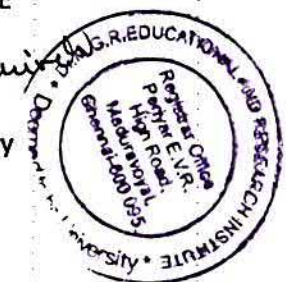
Witness 1

Signature: *Ravi Shankar*
Name : RAVI SHANKAR
Address : 16/B, PRV TOWERS
CHENNAI-32

For Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE

C. B. Palani

Authorized signatory



Witness 1

Signature: *Dr. A. Kovind*
Name : Dr. A. Kovind
Address : 121/4, B3, Pranam flats,
Meenakshi S,
Ch-95.

ANNEXURE A

BANK ACCOUNT DECLARATION

A. DETAILS OF ACCOUNT HOLDER:

NAME OF ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/E-MAIL	

B. BANK ACCOUNT DETAILS:

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND MAIL ID	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
WHETHER THE BRANCH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH IFSC CODE	IFSC CODE:
COMPLETE BANK ACCOUNT NUMBER	

DATE OF EFFECT: _____

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user Institution responsible. I also declare that payments from "Relux Electric" will be credited in the above-mentioned bank account.

Certified that the particulars furnished above are correct as per our records.

Date:

Signature of the Customer