1. SCOPE AND APPLICABILITY

The EVGuru Terms and Conditions ("**Terms**") apply to all Quotation and Order Confirmation Sheet between Client and Rocketville Sdn Bhd ("**we**", "**our**", "**us**" "**EVGuru**") for the purchase and supply of Equipment and provision of Services.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and phrases in this Agreement shall have the meaning given below:

- (a) "Affected Parties" as set out in Clause 11.1.
- (b) "Agreement" means the Quotation, Order Confirmation Sheet, Terms, Installation Complete Confirmation, Warranty and other documents as incorporated into this Agreement and as may be amended, varied or supplemented from time to time.
- (c) "Business Day" means any calendar day, provided that if any action is required to be taken by EVGuru or Client on a date that is not a business day in Malaysia, the time for performance shall be extended until the next succeeding business day in Malaysia.
- (d) "Client" refers to the client for Equipment and Services as identified in the Order Confirmation Sheet or other part of the Agreement and includes its employees, personal representatives, heirs, successors, executors, administrators, servants, agents and contractor(s).
- (e) "Contingency" as set out in Clause 11.
- (f) "Effective Date" means the date the Agreement comes into force, which shall be upon the issuance of the Order Confirmation Sheet by us.
- (g) "Equipment" means the electric vehicle chargers and other components provided by us to Client.
- (h) "EVGuru" Rocketville Sdn Bhd and includes its employees, personal representatives, heirs, successors, executors, administrators, servants, agents and contractor(s).
- (i) "Force Majeure" to the extent that delay or failure is caused by one or more of the following events fire, flood, explosion, any strike, lockout, labour disturbances, transportation facilities or necessary materials or supplies shortages or breakdown or both, default or failure of transportation carrier, breakdown in or the loss of production or anticipated production from plant or equipment, failure of power, weather, riot, insurrection, picketing, sit-ins, war, epidemic, pandemic not limited to infectious diseases, an act of God, act or omission of carriers, suppliers or other unavoidable reason of like nature not

attributable to the negligence or fault of either Party or beyond the reasonable control of either Party.

- (j) "Government Indirect Tax" as defined in Clause 8.
- "Insolvency Event" means one or more of the (k) following events (other than for the purposes of a bona fide scheme of solvent reorganisation): (a) the other Party is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or insolvent; or (b) a resolution is passed, a petition is presented, or a court order is made for the winding up or dissolution of the other Party; (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party; (d) a receiver or administrative receiver is appointed over any of the other Party's assets or undertaking, or any other person takes possession of or sells the other Party's assets; (e) a moratorium is declared in respect of any of the other Party's indebtedness; (f) the other Party makes any arrangement or composition with its creditors, or any class of them, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or (g) the holder of any security over any assets of the other Party takes any step to enforce the security.
- (I) "Installation Complete Confirmation" means the written confirmation of the completion of the supply of Equipment and provision of Services accepted by Client.
- (m) "Intellectual Property" means including without limitation patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licences, inventories, know-how, trade secrets, customer lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, URL links, websites, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and Third Party Components.
- (n) "Order Confirmation Sheet" means the legally binding agreement whereupon Client agrees to purchase the Equipment and Services based upon the terms and conditions of this Agreement..
- (o) "Party" or "Parties" means EVGuru and Client, as applicable.
- (p) "Property" means the property address listed in the Quotation and Order Confirmation Sheet where EVGuru will install the Equipment.

- (q) "Quotation" means the written quotation of Client's order for the Equipment and Services.
- (r) "Services" means the provision of installation services.
- (s) "Term" as set out in Clause 4.
- (t) "Third Party Components" means all third party hardware and third party software incorporated into the Equipment.
- (u) "Warranty" means the description of the warranty provided by EVGuru to Client with respect to the Equipment purchased under this Agreement with details at https://www.evguru.com.my/warranty.

2.2 Interpretation

- (a) Words importing the singular shall also include the plural and vice versa.
- (b) The headings are for convenience of reference only and shall not be deemed part of this Agreement or taken into consideration in the interpretation or construction of this Agreement.
- (c) Any technical term not specifically defined in this Agreement shall be construed according to the usage or definition commonly accepted by those in that profession in Malaysia.
- (d) References to any person include natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case, whether or not having separate legal personality).
- (e) References to a directive, statute, statutory provision or subordinate legislation shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.
- (f) Where the words "include" or "including" are used, it means "includes, but not limited to" or "including, but not limited to".
- (g) No rule of construction will apply in the interpretation of this Agreement to the disadvantage of one party on the basis that such party put forward or drafted this Agreement or any provision of this Agreement.

3. QUOTATION, ORDER CONFIRMATION SHEET AND TERMS

3.1 A Quotation will be issued by EVGuru to you indicating the details of the Equipment and Services, Property and purchase price. Upon issuance of the Quotation, a twenty percent (20%) deposit of the total amount shall be made and payable within thirty

- (30) days from the date of the Quotation for procurement of the Equipment to be held by EVGuru. The deposit paid is not refundable. If no deposit payment is made, then there is no legally binding agreement between you and EVGuru.
- 3.2 Upon payment of the deposit and issuance of the Order Confirmation Sheet a legally binding agreement is created whereupon Client agrees to purchase the Equipment and Services and accepts the applicability of the Agreement as a whole and EVGuru agrees to supply the Equipment and provide Services to the Client.
- 3.3 Client understands and agrees that the specific piece of Equipment requested for purchase may not be the specific Equipment ultimately released to Client, however, if the Equipment initially invoiced is not available at the time of installation, EVGuru will provide a similar piece of equipment of equivalent condition.

4. TERM

Unless otherwise terminated according to the provisions of this Agreement, the Term of this Agreement commences from the Effective Date until the expiry of the applicable Warranty subscribed by Client, if applicable.

5. SUPPLY OF EQUIPMENT AND PROVISION OF SERVICES

- 5.1 The estimated duration to supply Equipment and provide Services by EVGuru is set out in the Quotation and Order Confirmation Sheet unless revised accordingly by the Parties.
- 5.2 Client shall provide EVGuru with all assistance that it may reasonably require to facilitate the Services and testing of the Equipment.
- 5.3 Where EVGuru incurs additional costs and expenses in connection with the installation works as a result of any hazards or issues on the Property not previously declared or informed by Client which is not attributable to EVGuru's act, omission or negligence. It is agreed between the Parties that Client shall reimburse EVGuru for additional costs and expenses incurred by EVGuru, within thirty (30) days from the date of EVGuru's invoice.
- 5.4 The Parties shall execute an Installation Complete Confirmation which shall establish the supply of Equipment and provision of Services have been completed by EVGuru.

6. UTILITY AVAILABILITY

- 6.1 Client shall obtain electricity and other utilities necessary to operate the Equipment and shall be responsible for all electricity costs of the Equipment.
- 6.2 EVGuru has no responsibility or liability to Client for the interruption, curtailment, failure or defect in the supply of utilities furnished to the Equipment located in the Property.

7. PURCHASE PRICE AND PAYMENT

7.1 The total purchase price for the Equipment is stated in the Quotation and Order Confirmation Sheet.

7.2 Upon execution of the Installation Complete Confirmation according to Clause 5.4, Client shall pay immediately upon completion of the Services the balance purchase price in full.

8. TAXES

- 8.1 Applicable Sales Tax and Service Tax or tax of similar nature ("Government Indirect Tax") payable to the respective authorities in Malaysia is the Client's responsibility.
- 8.2 All amounts payable by Client to EVGuru shall be deemed to be exclusive of any Government Indirect Tax. Where Government Indirect Tax is applicable on services supplied under this Agreement as imposed by the relevant tax authorities, Client shall pay a sum equal to the amount of such Government Indirect Tax under each invoice.

9. WARRANTY

- 9.1 The Equipment warranty shall commence upon Client's full payment of the purchase price and the Warranty provided by EVGuru to Client is at https://www.evguru.com.my/warranty.
- 9.2 EVGuru shall ensure that the Equipment functions according to its specifications during the Term. If Client knows of or becomes aware of any malfunctioning Equipment, Client shall promptly notify EVGuru of such malfunction. EVGuru will respond to Client within two (2) Business Days upon receipt of notice from Client (email is permissible for this purpose). Client will cooperate with EVGuru, so that EVGuru may remotely diagnose an issue with the Equipment. Client shall not directly or indirectly service, repair, modify or adjust the Equipment.
- 9.3 EVGuru's obligations under this Clause do not include repairing, replacing, monitoring or servicing third party equipment and components other than the Equipment.
- 9.4 Client shall be responsible for protecting the Equipment on the Property.
- 9.5 EVGuru shall not be liable and be responsible for any loss or damage arising from or in connection with any under or non-performance of the Equipment and where EVGuru incurs any additional costs and expenses in connection with the operation and maintenance services as a result of any of the following:
 - (a) directly or indirectly service, repair, modification or adjustment of the Equipment by anyone other than EVGuru; or
 - (b) Client's negligence, wilful misconduct or any breach of this Agreement; or
 - (c) any act or omission not directly attributable to EVGuru; or
 - (d) Client's improper use;

it is agreed between the Parties that Client shall reimburse EVGuru for additional costs and expenses incurred by EVGuru, within thirty (30) days from the date of EVGuru's invoice.

10. TRANSFER OF TITLE

EVGuru shall retain title to the Equipment until we receive the full payment of the purchase price. Upon full payment, the title of the Equipment shall transfer to Client.

11. CONTINGENCY

- 11.1 Notwithstanding anything to the contrary of this Agreement, both EVGuru and Client agree and acknowledge that the performance obligations of the Parties listed herein, including but not limited to the respective third party contractors, principal or manufacturers of the Equipment, local authorities, utility providers (collectively, "Affected Parties") shall from time to time be subjected to both present and future laws, directives, orders, regulations, directions, and requests as imposed by the Federal Government, the State Government, the Local Government, the statutory bodies, any department, agency or corporation thereof and to any contingencies resulting from Force Majeure or any causes of like or different kind beyond the control of the Parties ("Contingency").
- 11.2 For the avoidance of doubt, the Equipment installation period as set out in the Order Confirmation Sheet shall be extended accordingly to the number of days taken or as specifically mentioned herein upon the occurrence of one or more of the following events:
 - (a) that any mandatory quarantine has been imposed on the Affected Parties by the authorities; or
 - (b) the closure of premises by the Affected Parties for sanitisation purposes; or
 - (c) Force Majeure.
- 11.3 Both EVGuru and Client hereby agree that the Parties shall be suspended from their respective performing obligations from the occurrence of the Contingency and resume their obligations under this Agreement upon cessation of such event. If there is any inconsistency between this Clause and other Clauses in this Agreement, this Clause shall prevail.
- 11.4 Notwithstanding the preceding provisions, if the Contingency shall exist and the suspension of time under Clause 11.2 and Clause 11.3 shall be prolonged for a continuous period of three (3) months from the date of the Contingency comes into existence, it shall be lawful for either Party to terminate this Agreement in accordance to the provisions under Clause 14 (Termination due to Contingency).

12. REPRESENTATIONS AND WARRANTIES

- 12.1 Each Party warrants and represents to the other that:
 - (a) it is validly incorporated, organised and subsisting according to the applicable law of its place of incorporation;
 - it has negotiated, entered into and executed this Agreement as principal (and not as an agent, trustee for or nominee of any other person or in any other capacity), fiduciary or otherwise;
 - (c) it is not the subject of an Insolvency Event or is declared bankrupt;

- (d) its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.
- (e) it has the power and authority to:
 - execute this Agreement and be bound by this Agreement and any other documentation relating to this Agreement to which it is a party; and
 - (ii) perform its obligations under this Agreement.
- 12.2 The Client represents and warrants to EVGuru that:
 - (a) it understands the risk associated with this Agreement and it is capable of assuming those risks:
 - (b) it has full power and authority to permit EVGuru to install the Equipment at the Property; and
 - (c) the electrical usage to be consumed by the Equipment shall not violate or otherwise conflict with the provisions of any applicable electrical purchase or other agreement, including, without limitation, any lease to which Client is a party.

13. TERMINATION

- 13.1 EVGuru has the right to terminate the Agreement, without being liable and with immediate effect:
 - (a) if Client is a subject of an Insolvency Event or is declared bankrupt; or
 - (b) if Client fails, refuses or delays to pay EVGuru any sums under this Agreement.
- 13.2 Notwithstanding any remedy we have under applicable law, if Client breach any of the warranty, representation or material obligation of the Agreement, EVGuru shall have the right to:
 - (a) immediately suspend the delivery of the Equipment or the provision of the Services until the breach is fully remedied; and
 - (b) terminate the Agreement and that breach, which is capable of remedy, is not remedied within fourteen (14) days of receipt of written notice specifying and requiring remedy of that breach; or terminate the Agreement with immediate effect by written notice if that breach is incapable of remedy.
- 13.3. If the Agreement is terminated, any outstanding amounts payable by Client are due and Client shall immediately pay EVGuru these outstanding amounts.

14. TERMINATION DUE TO CONTINGENCY

- 14.1 Pursuant to Clause 11 (Contingency), either Party may terminate this Agreement with immediate effect where the other Party is prevented from performing its obligations for a continuous period of three (3) months from the date the Contingency occurs, and the Parties reached no agreeable solution. For the avoidance of doubt, a Party shall not be in breach of the Agreement or be liable to the other Party for termination due to the Contingency.
- 14.2 Upon termination according to this Clause, the Parties shall meet to discuss in good faith within thirty (30) days from the date Clause 14.1 was exercised in writing by the Parties on the following either:

- (a) EVGuru sells the Equipment to the Client on terms mutually agreeable to the Parties; or
- (b) require the removal of the Equipment by appropriately qualified personnel at Client's sole cost and expense, payable on demand by EVGuru.

15. INDEMNIFICATION

Client shall indemnify EVGuru and hold it harmless from and against any and all claims, actions, damages, liabilities and expenses incurred in connection with loss of life, personal injury, and/or damage to property arising directly out of the negligence or misconduct of Client, agents, employees or servants, including costs and reasonable legal fees.

16. LIMITATION OF LIABILITY

- 16.1 EVGuru shall not be liable under and in connection with this Agreement (whether in contract, tort (including negligence), statutory duty, or otherwise) for any: (a) indirect, consequential, or special loss or damage; or (b) any loss of goodwill or reputation; or (c) any loss of revenues, profits, contracts, business or anticipated sales, and in each case whether advised of the possibility of such loss or damage to Client and its.
- 16.2 Subject to Clause 16.1 and to the extent permitted by law, EVGuru's total liability for direct damages under or in connection with the Agreement shall be limited to 50% of the Equipment purchase price.

17. INSURANCE

Each Party shall hold and maintain, at all times during the Term, fitting and suitable insurance policies according to the reasonably perceived risks associated with each Party's responsibilities under this Agreement and in accordance with standard industry practice.

18. INTELLECTUAL PROPERTY

- 18.1 Client shall not:
 - (a) create derivative works based on any of EVGuru, its principal or manufacturers' Intellectual Property;
 - (b) copy, frame or mirror any part or content of the Intellectual Property;
 - (c) reverse engineer any Intellectual Property; or
 - (d) access the Intellectual Property for any improper purpose whatsoever, including, without limitation, to (i) build a competitive product or service, or (ii) copy any features, functions, interface, graphics or "look and feel" of the Intellectual Property.
- 18.2 All right, title and interest in the Intellectual Property shall remain the exclusive property of EVGuru, its principal and manufacturers.

19. ASSIGNMENT

19.1. Client shall not assign, transfer, charge or make over this Agreement or any of its rights or obligations under this Agreement. EVGuru may assign and transfer this Agreement to any third parties and Client hereby consents to such assignment and transfer.

20. CONFIDENTIALITY

- 20.1. Subject to Clause 20.2 below, each Party undertakes to the other that it will:
 - (a) treat the terms of this Agreement as confidential together with all information, whether of a technical nature or otherwise relating in any manner to the business or affairs of the other Party, communicated to it in accordance with this Agreement or in connection with this Agreement;
 - (b) not disclose that information to any person, firm or company or the media (other than to its affiliates, auditors and other professional advisors); and
 - (c) not use that information other than for the purposes of this Agreement.
- 20.2. Clause 20.1 above shall not apply to any information which:
 - is in the public domain other than by default of the recipient Party;
 - (b) is obtained by the recipient Party from a bona fide third party having no restraint on its free right of disposal of that information;
 - (c) the non-disclosing Party gives specific authorisation in writing to the disclosing Party prior to that disclosure or use;
 - (d) is or has already been independently generated by the recipient Party;
 - (e) is disclosed in order to enforce the disclosing Party's rights pursuant to this Agreement; or
 - (f) is required to be disclosed by law (or applicable regulation) or the valid order of a court of competent jurisdiction, or the request or direction of any governmental or other regulatory authority or agency or a recognised stock exchange on which the recipient Party or its ultimate holding company is listed.
- 20.3. No Party shall (or permit any person to) make any public announcement, issue any press release or make any form of statement to the public concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) except as required by law, existing contractual obligations, any governmental or regulatory authority (including any relevant securities exchange) or by any court.
- 20.4. The obligations contained in this Clause shall endure beyond the Term.

21. NOTICE

- 21.1. Any notice, demand or other document to be served on either Party under the provisions of this Agreement or any communication between the Parties arising from this Agreement shall be in English and in writing and shall be sent to the address stated in the Order Confirmation Sheet or to an address of which either Party has previously notified the other Party in accordance with this Clause.
- 21.2. All notices shall be delivered by hand or courier, with a copy sent by email to the email addresses listed on the first page of this Agreement. All notices shall be deemed (until the contrary be proved) to have been

duly given if signed by or on behalf of a duly authorised officer of the Party giving the notice and to have been received when delivered by hand or on the date on which they would have been received in the ordinary course of couriering, or when transmitted in the case of email.

22. MISCELLANEOUS

22.1. Entire Agreement

- 22.1.1 This Agreement represents the entire terms agreed between the Parties in relation to its subject matter and superseded and extinguished any prior drafts, and all previous contracts, arrangements (including any usage or custom and any terms arising through any course of dealing), representations, warranties of any nature between the Parties relating to its subject matter, whether or not in writing.
- 22.1.2 Each Party acknowledges and agrees that in entering into this Agreement on the terms set out in this Agreement:
 - (a) it is not relying upon (and shall have no remedy in respect of) any statement, representation, warranty, promise or assurance made or given by any other Party or any other person (whether negligently or innocently made), whether or not in writing, at any time prior to the execution of this Agreement which is not expressly set out in this Agreement; and
 - (b) its only remedy in respect of any untrue statement, representation, warranty, promise or assurance expressly set out in this Agreement shall be for breach of contract.
- 22.1.3 Nothing in this Clause 22.1 shall operate to limit or exclude any liability for fraud.

22.2. Amendment

A purported variation of this Agreement is not effective unless signed by or on behalf of the Parties in writing.

22.3. No waiver

- 22.3.1 A failure or delay by either Party to exercise any right or remedy under this Agreement shall not be construed or operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy.
- 22.3.2 A waiver by either Party of any breach of or default under this Agreement shall not be considered a waiver of a prior or subsequent breach or default.

22.4. Terms Surviving Termination

In order to give effect to these provisions, Clause 1 (Scope and Applicability), Clause 2 (Definitions and Interpretation), Clause 7 (Purchase Price and Payment), 8 (Taxes), 10 (Representations and Warranties), 13 (Termination), 14 (Termination Due to Contingency), 20 (Confidentiality), 21 (Notice) and 22 (Miscellaneous) shall survive the expiry or termination of this Agreement

22.5. Severance

- 22.5.1 If any provision of this Agreement (or part of any provision) is found by any court or competent authority to be (a) illegal, (b) void, (c) unenforceable, or (d) a combination of either (a), (b) and (c), that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be
- 22.5.2 The Parties will use reasonable endeavours to agree amendments to this Agreement (with each acting in good faith) to replace the offending provision or part-provision which: (a) provide equivalent commercial benefits to those anticipated by the Parties at the date of this Agreement; (b) are no longer illegal, void and/or unenforceable, and (c) substantially give effect to the Parties' intentions at the date of this Agreement. Such provision or part-provision shall then be substituted for the offending provision or part provision.

22.6. Remedies Not Exclusive

Except as expressly provided under this Agreement, the rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.

22.7. No partnership or joint venture

Nothing in this Agreement is intended to or shall be deemed to establish any partnership or joint venture between any of the Parties, constitute any Party as the agent of the other Party, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

22.8. Costs

Except as otherwise stated in this Agreement, each Party shall bear its costs in relation to the negotiation, preparation, execution and carrying into effect of this Agreement. The stamp duties payable in respect of this Agreement shall be borne and paid by Client.

22.9 Amicable Resolution

The Parties hereto agree that they shall seek to resolve all disputes and disagreements amicably in the spirit of their overall strategic relationship. Both Parties agree to act in the true spirit of cooperation and resolve all matters of misunderstanding, miscommunication, and dispute in the first instance through discussion and negotiation, failing which only will resort to mediation and litigation as a last resort.

$22.10 \quad Settlement \ of \ Disputes -- \ Mediation$

- 22.10.1 If a dispute or difference of whatsoever kind shall arise between the Parties in connection with or arising out of the Agreement including any dispute or difference as to any opinion, instruction, determination, decision, certificate or valuation, it shall, prior to being referred to any other form of dispute resolution including litigation, be referred by either Party to mediation at the Malaysian Mediation Centre of the Bar Council ("MMC").
- 22.10.2 Either Party may give notice to the other party of his intention to refer the matter to Mediation ("Request for Mediation").

- 22.10.3 Upon the service of a Request for Mediation, the dispute or difference shall be subjected to mediation between the Parties in accordance with the Rules for Mediation of MMC in effect at the commencement of the Mediation.
- 22.10.4 Upon the dispute or difference being resolved in Mediation, such resolution shall be recorded in a settlement agreement, and the Parties shall give effect to this agreement accordingly.
- 22.10.5 If by reason of complying with this Clause, a Party's claim may be time-barred under any provision of the Limitation Act 1953 or any other legislation which imposes a time limit for bringing an action, a Party may commence proceedings without complying with the same provided always that such Party shall not object in the event the other Party seeks to stay the whole or part of the proceedings for purposes of mediation.

22.11. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) ("Dispute") shall be governed by and construed in accordance with the law of Malaysia and the Parties submit to the exclusive jurisdiction of the Courts of Malaysia.
