

## Mina Homecharge® and Chargepass®

### Terms of Service

#### Overview

This page (the “**Agreement**”) sets out the terms and conditions upon which Mina’s Homecharge and Chargepass solutions enable you to view and pay for the energy used by your Drivers to charge their EVs at home, in public and the workplace, using compatible chargers and networks.

This Agreement applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

**As our product offering evolves, some of these terms and conditions may change. You should check this page regularly for updates, however we will provide reasonable notice to our customers of any significant revisions. Your continued use of our products after changes have been made will constitute your acceptance of the revised terms.**

**Your attention is drawn in particular to clauses 5 (Pricing and Payment) and 7 (Liability) of this Agreement.**

#### Definitions

**Business Day** means any day between Monday to Friday, excluding UK bank holidays and public holidays.

**Confidential Information** means any information of a confidential nature concerning the business, affairs, customers, clients or suppliers of the other party or of any Group Company, including information relating to a party’s operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers.

**Customer Quote** means a written fee quote provided to you by us for the Services.

**Driver** means your staff member or contractor that uses Mina’s Services and/or is registered by you to receive the benefit of Mina’s Services.

**Driver Chargepass Card** means an RFID Charging Card where a single Driver is named and is designated to use the card.

**Driver Portal** means the website which displays the cost of each charging session carried out at the Driver’s home, in public or at the Driver’s workplace, and the value of any credits made to the Driver’s Electricity Supplier.

**Electricity Supplier** means the supplier of electricity to the Driver’s home.

**Electricity Supplier Payment** means the payment(s) to the Electricity Supplier for electricity in respect of the charging of the Driver’s vehicle for business use.

**EV Charging Costs** means the total cost of Drivers charging their EVs at home, in public and at the workplace, for the avoidance of doubt excluding licence fees and transaction fees.

**Fleet Portal** means the portal which you will have access to and which is described in the Scope of Services at Appendix 1.

**Force Majeure Event** means any circumstance not in a party’s reasonable control, including but not limited to:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;

- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination, or sonic boom;
- e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident;
- g) non-performance by suppliers or subcontractors;
- h) interruption to ingestion of charge point data; and
- i) interruption or failure of a utility service.

**Group Company** means, in relation to each party, the party itself, its subsidiaries, any holding company or parent company of the party and any subsidiary of any such holding company or parent company as such terms are defined in section 1159 of the Companies Act 2006.

**Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software (including any source code or object code), data, database right, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Mina** means Mina Digital Limited, incorporated and registered in England and Wales with company number 11641082, whose registered office is at Unit 10 1 Burton Road, Sheffield, England S3 8BW.

**Mina Platform** means Mina's web applications (including [fleet.mina.co.uk](http://fleet.mina.co.uk) and [driver.mina.co.uk](http://driver.mina.co.uk)).

**Pool Chargepass Card** means an RFID Charging Card where a single Driver is not named on the card and/or such card is designated for use by multiple Drivers.

**Programme** means the programme established by you for the charging of Drivers' vehicles using the Mina Homecharge and/or Mina Chargepass solutions in accordance with this Agreement.

**RFID Charging Card** means a radio-frequency identification card which can be used for authorising EV charging on public networks.

**Services** means the scope of services set out in Appendix 1.

**SLAs** means the service levels set out at Appendix 2.

**Standard Pricing** means Mina's pricing as set out at [www.mina.co.uk/pricing](http://www.mina.co.uk/pricing).

**you** or **yours** means the business or entity that you input on the website sign-up form or that is set out in the Customer Quote (as applicable).

## **Key Terms**

### **1. Term**

This Agreement takes effect on the date you accept this Agreement and shall continue in effect unless or until otherwise terminated in accordance with clause 6 (*Termination*) of this Agreement.

## 2. Mina Homecharge - Your Role

- 2.1. You will identify Drivers to participate in the Programme and you will provide each Driver's contact details to Mina upon request.
- 2.2. You acknowledge and accept that Drivers with some pre-pay electricity meters may not be able to use Mina Homecharge. Please speak to your Mina contact for further details.
- 2.3. Each Driver must accept Mina's Driver terms of service and give Mina permission to access their charging session data. You acknowledge and agree that Mina cannot provide the Services unless or until these steps are completed.
- 2.4. You and your Drivers must comply with applicable laws and regulations at all times.
- 2.5. You and your Drivers must read and understand Mina's [Privacy Policy](#) before participating in the Programme.
- 2.6. You will, and procure that your Drivers will, provide Mina with all reasonable assistance it requires to fulfil its obligations under this Agreement (including, in the case of Drivers, notifying Mina when their Electricity Supplier tariff has changed).
- 2.7. You will notify Mina as soon as possible (and in any event, upon seven (7) days' notice) upon becoming aware that a Driver is leaving your organisation. You will provide Mina with their leaving date, Mina will offboard the Driver, and Mina will invoice you for all fees and EV Charging Payments, up to and including the leaving date, in the following month.

## 3. Mina Chargepass - Your Role

- 3.1. For each Driver Chargepass Card:
  - a) You will identify Drivers to participate in the Programme and you will provide each Driver's contact details to Mina upon request.
  - b) Each Driver must accept Mina's Driver terms of service. You acknowledge and agree that Mina cannot provide the Services unless or until these steps are completed.
  - c) You are solely responsible for ensuring that only the Driver named on the Driver Chargepass Card uses it.
  - d) You and your Drivers are required to read and understand Mina's [Privacy Policy](#).
- 3.2. For each Pool Chargepass Card:
  - a) You will distribute the Pool Chargepass Cards to your Drivers.
  - b) You are solely responsible for ensuring that only your Drivers use the Pool Chargepass Cards.
  - c) You must ensure that you, as well as any Drivers who share personal data with Mina (for example, when contacting [support@mina.co.uk](mailto:support@mina.co.uk)), read and understand Mina's [Privacy Policy](#).
- 3.3. You and your Drivers must comply with applicable laws and regulations at all times.
- 3.4. You will be solely responsible for ensuring that you and your Drivers do not use the RFID Charging Cards improperly or fraudulently. You shall notify us immediately if you are informed or believe that an RFID Charging Card has been lost or stolen or is being used improperly or fraudulently.
- 3.5. Mina reserves the right to suspend use of an RFID Charging Card if it knows or reasonably believes that the RFID Charging Card has been lost or stolen or is being used improperly or fraudulently.

- 3.6. You will ensure that, when your Drivers are using an RFID Charging Card to charge their EV in public, they will:
  - a) start each EV charge session by tapping the RFID Charging Card provided;
  - b) use reasonable endeavours to prevent against loss or theft of the RFID Charging Card;
  - c) will stop using the RFID Charging Card if notified to do so by you or Mina; and
  - d) use the RFID Charging Card at public charging stations in accordance with all relevant instructions and will comply with all operating requirements and conditions imposed by public charging stations.
- 3.7. You will, and procure that your Drivers will, provide Mina with all reasonable assistance it requires to fulfil its obligations under this Agreement.
- 3.8. You will notify Mina as soon as possible (and in any event, upon seven (7) days' notice) upon becoming aware that a Driver is leaving your organisation. You will provide Mina with their leaving date, Mina will offboard the Driver, and Mina will invoice you for all fees and charges, up to and including the leaving date, in the following month.

#### **4. Mina's role**

- 4.1. Mina agrees to provide the Services on and subject to this Agreement. Mina agrees to provide the Services with reasonable care and skill.
- 4.2. Mina will provide you with access to the Fleet Portal.
- 4.3. Subject to clauses 2.3 and 3.1(b) above:
  - a) If using Mina Homecharge, the Driver Portal will enable Drivers to connect their home EV charger to the Mina Platform and link their Electricity Supplier account.
  - b) If using Mina Chargepass, Mina will provide you or your Drivers with RFID Charging Cards for use on all Mina's public partner EV charging networks.
  - c) Mina will use Drivers' charging data to generate an invoice for you for their EV Charging Costs. Mina will provide you with a single monthly invoice for the EV Charging Costs and its fees (as set out in Appendix 3).
- 4.4. Mina may also provide you with access to Mina's Carbonegrid® through the Fleet Portal. You acknowledge and agree that full access to Mina's Carbonegrid relies upon the provision of data by National Grid as well as Driver charge point data.

#### **5. Pricing and Payment**

- 5.1. Unless otherwise agreed in writing, you shall pay all invoices in accordance with the Pricing and Payment Terms set out at Appendix 3.
- 5.2. All amounts due to Mina under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.3. Without affecting any other right or remedy available to it, Mina may terminate the Agreement or suspend services (including suspending Electricity Supplier Payments) with immediate effect by giving written notice to you if you fail to pay any amount due under this Agreement on the due date for payment.

5.4. You shall provide an internal contact (full name, email address and contact number) for billing matters within seven (7) days of signing this Agreement or otherwise promptly upon request.

## 6. Termination

6.1. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within ten (10) Business Days of that party being notified in writing to do so;
- b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), or having a receiver appointed to any of its assets or ceasing to carry on business;
- c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

6.2. In addition to clause 6.1:

- a) you may terminate this Agreement on written notice by giving no less than thirty (30) days' notice; and
- b) Mina may terminate this Agreement on written notice by giving no less than sixty (60) days' notice.

6.3. Upon termination:

- a) Mina shall stop providing the Services to you and your Drivers (except that, without prejudice to clause 5.3, Mina shall make the Electricity Supplier Payments until and including the date this Agreement is terminated);
- b) without prejudice to clause 5.3, you shall be liable to Mina for all outstanding invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Mina shall submit an invoice, which shall be payable by you immediately on receipt;
- c) you shall, and shall procure that your Drivers shall, return any materials provided by Mina at your expense; and
- d) any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

6.4. Termination of this Agreement will not affect a party's accrued rights and obligations at the time of termination.

## 7. Liability

7.1. For the avoidance of doubt, nothing in this Agreement limits or excludes either party's liability for:

- a) death or personal injury resulting from negligence; or

- b) any fraud or fraudulent misrepresentation or wilful default; or
  - c) any matter for which it would be unlawful to exclude or restrict liability.
- 7.2. Subject to clause 7.1, the liability of one party to the other for any breach of this Agreement, for any negligence, or arising in any other way out of the subject matter of this Agreement will not extend to any indirect or consequential damages or losses, as well as:
- a) loss of profits,
  - b) loss of data,
  - c) loss of bargain,
  - d) loss of revenue,
  - e) loss of business, loss of contracts or opportunity,

in each case, whether direct or indirect; even if, in any such case, the party bringing the claim has advised the other of the possibility of those losses or if they were within the other party's contemplation.

- 7.3. Mina has given commitments as to compliance of the Services with relevant specifications in clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 7.4. Except in relation to liability arising under clauses 5 and 7.1, the maximum liability of one party to another in connection with this Agreement or its subject matter shall not exceed the total fees payable by you to Mina in the twelve months preceding the event giving rise to liability, or, if the event giving rise to liability takes place in the first twelve months of this Agreement, the total fees payable by you to Mina in the first twelve months of this Agreement. For the avoidance of doubt, fees for the purpose of this clause 7.4 excludes the EV Charging Costs.
- 7.5. Nothing in this clause 7 shall limit your payment obligations under this Agreement.
- 7.6. You shall be liable to Mina for any breach by a Driver of this Agreement (as if such Driver were a party to this Agreement) or the Driver terms of service.

## **8. Marketing and Brand**

- 8.1. You shall not take any action that may lead to adverse publicity, public criticism or damage to the reputation of Mina.
- 8.2. Neither Party will make any announcement, publicity statement or communication relating to the other, its Group Companies, this Agreement or its subject matter (other than within that Party's own organisation) in any way without the prior written approval of the other Party (except as required by applicable law, by any public authority, or as set out in clauses 8.3 and 8.4).
- 8.3. Mina shall have the right (but not the obligation) to use your name and logo on its website. You shall provide Mina with a high resolution image of your logo promptly upon request.
- 8.4. Upon Mina's request, you shall work together with Mina on an announcement and/or case study relating to your use of the Services.

## **9. Intellectual Property**

- 9.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you to Mina) shall be owned by Mina.
- 9.2. Mina grants to you, or shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Agreement to use the Mina Platform for the purpose of receiving and using the Services.
- 9.3. You shall not sub-license, assign or otherwise transfer the rights granted in clause 9.2.

## 10. Data Protection

10.1. The following definitions apply to this clause 10:

- a) **Agreed Purposes** means the performance of each party's obligations under this Agreement, and the promotion of the Services.
- b) '**controller**', '**data subject**', '**personal data**', '**personal data breach**', '**processor**', '**processing**' (including processed and process) and '**appropriate technical and organisational measures**' shall have the meaning set out in the Data Protection Legislation.
- c) **Data Protection Legislation** means:
  - i. to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and/or
  - ii. to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of personal data.
- d) **EU GDPR** means the General Data Protection Regulation ((EU) 2016/679).
- e) **UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- f) **Permitted Recipients** means the parties to this Agreement, the employees of each party (and of Mina's Group Companies) and any third parties engaged by Mina to perform obligations in connection with this Agreement.
- g) **Shared Personal Data** means the personal data to be shared between the parties under this Agreement, to be confined to the following categories of information relevant to the following categories of data subject:
  - i. *Your Employees* - names, email addresses, and phone numbers.
  - ii. *Your Drivers* - names, email addresses, home addresses, location data, phone numbers, usernames and passwords, payment details and consumption data.

10.2. Each party shall comply with all the obligations imposed on an independent controller under the Data Protection Legislation.

10.3. Each party shall:

- a) ensure that it has all necessary notices, consents and lawful bases in place to enable the lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- b) give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement,

personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

- c) process the Shared Personal Data only for the Agreed Purposes;
- d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
- f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- g) not transfer any personal data received outside the UK and EEA unless the transferor ensures that: (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

10.4. When acting as independent data controllers, notwithstanding their obligations under clause 10.3, each party shall:

- a) establish and maintain a lawful basis for processing the personal data in accordance with the Data Protection Legislation and, where a party no longer has a lawful basis to process all (or part of) the personal data, the party shall permanently and securely delete all the relevant parts of (as applicable) the personal data;
- b) provide reasonable cooperation and assistance to the other party to enable the latter party to fulfil its respective obligations regarding personal data under the Data Protection Legislation; and
- c) notify the other party if it is held to be a processor for the purposes of this Agreement, and work with the other party to implement any further documentation required.

10.5. Any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other parties, give grounds to either or both of the parties to terminate this Agreement with immediate effect.

## **11. Confidentiality**

Each party may disclose the other's Confidential Information only to such of its (and in the case of Mina, its Group Companies') directors, officers, employees, advisers, agents and other third parties who need to know it for the purpose of either party performing its obligations under this Agreement, as required by law or with the prior written consent of the other party.

## **12. Insurance obligations**

12.1. During the Term of this Agreement and for a period of two (2) years thereafter you shall maintain in force, with a reputable insurance company, adequate insurance cover in respect of its insurable liabilities and risks under this Agreement.

12.2. Without prejudice to the generality of clause 12.1, you shall maintain and provide evidence of:



- a) Public Liability Insurance with a minimum cover limit of £5 million; and
- b) Employers' Liability with a minimum cover limit of £5 million.

12.3. During the term of this Agreement and for a period of two (2) years thereafter Mina shall maintain in force, with a reputable insurance company, adequate insurance cover which shall include Public Liability Insurance with a minimum cover limit of £5m.

12.4. The provisions of this clause 12 shall survive termination and expiry of this Agreement.

### **13. Notices**

Any notice or communication given to a party under or in connection with this Agreement shall be in writing (email sufficient) and shall be:

- a) sent by email (in the case of Mina, to [legal@mina.co.uk](mailto:legal@mina.co.uk), and in your case, to the email address provided); or
- b) delivered by hand or by pre-paid first-class post or other next working day delivery service at the relevant party's registered office (if a company) or its principal place of business (in any other case), provided that the Customer shall send a copy of such notice to [legal@mina.co.uk](mailto:legal@mina.co.uk).

### **14. Disputes**

14.1. If any dispute arises in connection with this Agreement, a director or other senior representatives of the parties with authority to settle the dispute will, within 15 Business Days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

14.2. If the dispute is not wholly resolved at that meeting, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 15 Business Days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("**ADR notice**") to the other party to the dispute, referring the dispute to mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 20 Business Days after the date of the ADR notice.

14.3. No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

### **15. Governing Law and Jurisdiction**

15.1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

15.3. If any court or competent authority decides that any of the provisions of this Agreement are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

### **16. General**

- 16.1. Neither party shall be in breach of the Agreement, nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement, if such delay or failure result from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for two (2) months, the party not affected may terminate this Agreement by giving thirty (30) days' written notice to the affected party.
- 16.2. Mina may make changes to these website terms from time to time. Other variations to this Agreement must be agreed between the parties in writing.
- 16.3. A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 16.4. Mina may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of Mina.
- 16.5. This Agreement constitutes the entire agreement between the Parties in respect of the subject matter referred to herein and supersedes all previous contracts, agreements, arrangements and understandings between the Parties (whether written or oral) in respect of the same. If there is a conflict between the Customer Quote and these terms and conditions, these terms and conditions shall prevail.
- 16.6. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 16.7. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 16.8. Mina may terminate the Agreement or suspend the Services in the event that you exceed any credit limit that it has set for your account. Mina, its Group Companies or a third party, may make, or ask their respective agents to make, regular credit checks on you. This will involve giving information about you to licensed credit reference agencies. You hereby authorise us (and will promptly provide us documentation evidencing your authorisation upon our request) to: (a) to obtain credit authorisations from the issuer of your credit or debit card; and (b) to obtain credit reports about you and/or the beneficial owners of your business from time to time. We may set limits on the amount of goods and services you can purchase, depending on the credit limit on your credit card, or any other factors in our assessment of credit risk. It is your responsibility to ensure that your credit or debit card information on file with us is always up to date. If such credit or debit card is declined for any reason, your account must be paid by you by other means by the due date stated on your invoice, and we may charge you an administrative handling charge in connection with the same.

## Appendix 1

### Scope of Services

#### Mina Fleet Charging Solution

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##### Product Overview

The Mina Driver payment solution enables payment of the electricity used to charge Drivers' EVs:

- at your Drivers' homes, using compatible home chargers (Mina Homecharge®); and
- using public networks (Mina Chargepass®).

##### Mina Homecharge®

- Onboard a Driver, including obtaining information about the Drivers' Electricity Supplier and home charge point.
- Integrate with compatible home charge points installed at Drivers' homes, to obtain the consumption data of electricity used to charge a company vehicle at a Driver's home.
- Manage the payment to the Drivers' home Electricity Supplier for the cost of charging their company EV.
- Fleet managers have access to a fleet dashboard that displays cost, consumption and carbon intensity for each Driver, vehicle and/or charge session (the "**Fleet Portal**").
- Drivers have access to the Driver Portal.
- Mina will provide a single invoice to you for the costs of charging the EVs at Drivers' homes.

##### *Home charging payment and data flow*

1. Data is combined from the Drivers' charge points (kWh consumption), national grid (g/CO2 per kWh), and the tariff data stored in Edison (our operating platform) collated during Driver onboarding.
2. Charging activity can be viewed in the Driver Portal and Fleet Portal (as applicable).
3. Following each calendar month end, you will receive an invoice with the total home charging costs and Mina's fees. The backing data will be available in the Fleet Portal.
4. Once the invoice has been paid, Mina will remit payment for home charging directly to the Drivers' Electricity Suppliers.

The Driver is sent payment notifications by SMS and a history of payments made by Mina to the Driver's Electricity Supplier is available in the Driver Portal.

##### Mina Chargepass®

- Mina will provide an RFID Charging Card which will enable charging at partner networks.
- If using Driver Chargepass Cards, fleet managers will have access to the Fleet Portal and Drivers will have access to the Driver Portal.
- If using Pool Chargepass Cards, fleet managers will have access to the Fleet Portal (to view cost, consumption and carbon intensity for each RFID Charging Card).

- Mina will provide a single invoice to you for the cost of charging the EVs at public networks.

Appendix 2

SLAs

Key Process	SLAs
<b>Mina Platform Availability</b>	The aggregate service availability for the Mina Platform will be 99%.
<b>Invoice queries</b>	<ul style="list-style-type: none"> <li>● Business critical issues will be answered and acknowledged within one Business Day, with an update to be provided by Mina at least once per Business Day until resolution.</li> <li>● All other issues will be answered and acknowledged within two Business Days, with an update to be provided by Mina at least once per week until resolution.</li> </ul>
<b>General Customer and Driver queries</b>	All queries by phone or email shall be answered and acknowledged within two Business Days.
<b>Utility Payment Queries</b>	All queries by phone or email shall be answered and acknowledged within two Business Days.

***SLAs and Service Credits***

If Mina fails to meet any of the SLAs above for any reason other than Force Majeure, your breach of these terms, or a Driver’s breach of their contractual obligations to Mina, and the issue is subsequently not resolved within thirty (30) days following the breach:

- a) Service credits equal to 25% of the Standard Pricing paid by you to Mina for each impacted Driver will be applied monthly until the SLAs are resolved; and
- b) Mina’s account manager will put in place a performance improvement plan and update the Client on a bi-weekly basis until the relevant SLA(s) are rectified.

This paragraph (*SLAs and Service Credits*) details your sole remedy with respect to a breach of the SLAs.

### Appendix 3

#### Pricing and Payment Terms

1. You will pay our Standard Pricing for each Driver, together with all Drivers' EV Charging Costs.
2. From time to time, Mina may offer discounted rates (for example, as set out in a Customer Quote) or may offer a trial period during which it will not charge you for certain products. Mina expressly reserves the right to charge you for such products (at Standard Pricing) upon expiry of the offer or if you breach the terms and conditions of the offer.
3. You shall also pay any required additional fees and expenses, as expressly set out in this Agreement or at [www.mina.co.uk/standard-charges](http://www.mina.co.uk/standard-charges).
4. We may change your pricing if we improve our products, if the cost of providing the products to you or the Drivers changes, or because of other factors or circumstances outside of our control. We will always provide a minimum of thirty (30) days' notice before a pricing change becomes effective. If you continue to use our products after the effective date, the new pricing will apply.
5. Invoices shall be submitted electronically to the signatory or the billing contact.
6. Unless otherwise agreed in writing with Mina, you agree to pay all invoices by direct debit. All invoices which Mina agrees in writing are not payable by direct debit must be paid within seven (7) days of receipt.
7. If you dispute an invoice, you must notify Mina within 5 working days of receipt of the invoice in writing giving clear reasons in reasonable detail. Subject to these being valid reasons under this Agreement, you may withhold from payment on the due date that part of any invoice which you dispute until the dispute is resolved.
8. If either Party fails to make any payment under this Agreement on or before the due date, the party entitled to payment may charge interest at the rate of five (5) per cent per annum above the base rate from time to time of the Bank of England on the outstanding amount from the day after the due date until the date of payment (both before and after judgement) and it will accrue (but not compound) from day to day.