

Responsibility Matrix¹

The Supplier – Papilio3 Limited (we, our, ours, us)

A. Our obligations and responsibilities

We will:

- a) *provide the Equipment to you for use at the Site, for the Service Period;*
- b) *install, monitor maintain and where necessary, repair the Equipment;*
- c) *remove the Equipment at the end of the Service Period.*

The Client (you, your, yours)

B. Your obligations and responsibilities:

You will:-

- a) *pay service charges for the services provided by the Supplier*
- b) *pay any costs for loss of or damage to the Equipment in the event that it is lost, stolen and/or damaged beyond economic repair.*
- c) *ensure that:*
 - i. *the Equipment is kept and operated in a suitable environment and used only for the purposes for which it is designed;*
 - ii. *the Equipment is operated in accordance with any operating instructions provided by us;*
 - iii. *the terms of your energy supply to the Site do not prohibit the connection of storage batteries, EV charge points and/or photovoltaic generation equipment, including in particular, the use of it for cost reduction or revenue generating purposes;*
 - iv. *support and protection for the benefit of the Site is available and maintained from the adjoining property;*
 - v. *the Equipment is kept clean and in good repair, observing and mitigating all potential risks to health and safety*
 - vi. *the Equipment remains fully accessible by all persons with no restrictions to access or use of it;*
 - vii. *we are informed of any changes to the terms of your electrical/energy supply, for example, transition or changes to variable time-of-use tariffs, or changes to your agreed service capacity (ASC);*
 - viii. *we are kept informed of all material matters relating to the Equipment including any defects, losses or damage to it;*
- d) *not:*
 - i. *move or attempt to move the Equipment from the site to which it was delivered to any other location without our prior written approval;*
 - ii. *interfere with the Equipment, its working mechanisms or any other parts of it;*
 - iii. *charge for any internet or data network connectivity you provide to us;*
 - iv. *remove, deface or cover up our branding, name plate or other labels on the Equipment;*
 - v. *sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;*
 - vi. *attach the Equipment to any land or building causing it to become a permanent or immovable fixture on the Site or any adjoining building;*
 - vii. *do or permit to be done anything which will or may jeopardise our right of title to or interest in the Equipment (including building around and over it);*
 - viii. *allow the Equipment to be confiscated, seized, charged or taken out of our possession or control under any distress, execution or other legal process;*
 - ix. *use the Equipment for any unlawful purpose;*

¹ This document explains each party's key responsibilities to the other. The services will be subject to the terms and conditions of the EVaaS Agreement.

- x. alter the Equipment, affix any additional equipment or signage, or remove any existing component (or components) from it;
- xi. change the colour, markings or any branding of the equipment;
- xii. do or permit to be done anything which could invalidate our insurances.
- e) comply with all legislation relating to the use of the Equipment and related operations;
- f) provide us and/or our agents, representative or contractors the right to enter the site where the Equipment is placed and adjoining property to:
 - i. to deliver, install, monitor and maintain the Equipment
 - ii. to establish and manage the supply of electricity to the Equipment
 - iii. inspect, test, adjust, repair or replace any part of the Equipment;
 - iv. remove the Equipment.
- g) ensure free electricity and free transmission of electricity to and from the Site and the grid in and through your own electrical infrastructure to allow the operation of the Equipment;
- h) take all reasonable steps to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and to keep yourself acquainted with the condition and cleanliness of the Equipment. If you continue to use, or allows End Users to continue to use, the Equipment in a damaged condition or when it is not functioning correctly or is in use in an unsafe and unsatisfactory state or environment you shall be solely responsible for any damage loss, cost expense or accidents whether directly or indirectly arising therefrom;
- i) immediately notify us by telephone and confirmed in writing in the event of any loss, theft, accident, damage or destruction to the Equipment and make good to the Supplier all loss of or damage to the Equipment from whatever cause the same may arise;
- j) deliver up the Equipment at the end of the Service Period to us;
- k) allow us to:
 - i. modify and/or configure the Equipment, at our expense, to ensure compliance with regulatory requirements and/or to allow us to participate in Demand Side Response Services and Demand Load Management Services and/or the provision of other connected system services;
- l) obtain any necessary permissions from relevant authorities to allow for the installation and use of the Equipment;
- m) take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary.
- n) carry out and complete to our satisfaction, all works at the Site or adjoining building required by us and at times required by us.