

WOLTZ ENERGY RENTAL TERMS OF SERVICE

RIDER AGREEMENT

A Woltz Energy subscription offers you more than just the opportunity to ride a premium electric cargo bike. Whether you're utilizing your Woltz E-Bike for delivery purposes or daily commuting, we kindly request all our riders to observe the subsequent guidelines to make the most of your delivery journey.

The rental arrangement for a Woltz Energy Utility Vehicle ("Bike"), along with the accompanying battery and any components, is subject to the comprehensive Terms & Conditions outlined in this Agreement. The subsequent clauses have been explicitly articulated to ensure your familiarity and comfort with specific Terms & Conditions before proceeding with the rental. If you require clarification or have inquiries concerning the following policies or the overarching Terms & Conditions, we encourage you to reach out to your designated account manager during the onboarding process or directly contact Woltz Support at info@woltzenergy.com.

PLAN AGREEMENT

- You are required to read, agree to and understand the Terms & Conditions for your rental.
- You are required to read, agree to and understand the specific plan and payment schedule that you select.
- An early termination fee will apply to certain plans (see below)

Plan	Commitment Term	Km Cap	Mandatory Inspection Time	Parts Inclusions
Utility X	Min. 3 Months	Unlimited	Every 4 weeks	Wear and Tear Only
Utility X.1	Min. 3 Months	Unlimited	Every 4 weeks	Wear and Tear Only
Utility Z	Min. 3 Months	Unlimited	Every 4 weeks	Wear and Tear Only

Plan	Payment Term	Refundable Deposit	Price excl. tax (INR)	Early Termination Fee	Additional GST	Plan Selected
Utility X	Monthly	₹500	₹1599	₹249	5%	
Utility X.1	Monthly	₹500	₹1899	₹249	5%	
Utility Z	Monthly	₹500	₹2299	₹249	5%	

RIDER RESPONSIBILITIES

- Over the course of your rental, you are the only one authorized to ride the bike. Failure to adhere to this policy will result in termination of your subscription, and return of the bike.
- Woltz Energy Inc. retains the right to cancel your rental at any time for any violation of this Agreement, your contract, or the Terms & Conditions.
- If any of your contact information changes over the course of your rental, you are required to notify us immediately. You agree that Woltz Energy may contact you from time to time with important updates and promotional / advertising materials.
- Our subscriptions are billed monthly, depending on the plan you choose.

SAFETY

- Always properly wear a helmet while riding. Woltz Energy Inc. advises that you wear a helmet whenever you're riding your bike, regardless of local laws.
- Always obey all traffic laws, including stopping at stop signs and red lights.
- Never ride against the flow of traffic.
- Make yourself visible: Consider wearing bright cycling clothes. Always use equipped lights between sundown and sunrise.
- Understand and follow the guidelines regarding battery care, use, operation and charging, and never use or charge a damaged or non-functional battery.

MAINTENANCE AND REPAIR

- You are required to bring the bike in for maintenance. If you are unwilling to do so, you will be responsible for all repair costs. In extreme cases where basic maintenance is neglected, Woltz Energy Inc. has the right to repossess the bike.
- In order to obtain service, maintenance or repairs, you must make an appointment through calling +91 9289457585.
- We require a tune-up every **4 weeks**, during which we will conduct a 30-point inspection, and ensure that the bike is in excellent shape. Any other damage or necessary repairs are the rider's responsibility.
- Woltz Energy, at no cost to you, will perform maintenance and repair for any general wear and tear items.
- You are responsible for the cost of any damage outside of general wear and tear for both **the bike and the battery**. For clarity, please refer to the repair/replacement cost list which can be found here - <https://www.woltzenergy.com/charges>
- If a repair is estimated to take longer than 24 hours during working days, it will be determined if a replacement bike is needed on a case-by-case basis. A replacement bike will become your new vehicle and cannot be voluntarily swapped for any other vehicle. Minor repairs may be handled on site after an initial assessment.
- Once a repair is complete, you have 48 hours to retrieve the bike. After that, Woltz Energy Inc. may terminate my contract and rent the bike out to another customer.
- You will follow a code of conduct while in any Woltz Energy Inc. space that contributes to a safe, respectful, solution-oriented atmosphere. Woltz Energy Inc. reserves the right to refuse service or in extreme circumstances, cancel this contract, at its discretion, with any customer that acts inappropriately (this includes hostile, threatening or disrespectful behaviour toward Woltz Energy Inc. staff, customers or partners).
- Current repair/replacement costs can be found below via the www.woltzenergy.com/charges We will provide you with an exact total cost for any repair we complete before charging you. The repair/replacement costs may be subject to change at any time, along with what parts are included or excluded from general wear and tear classification.

THEFT PREVENTION AND LOCKING

E-bikes are common targets for thieves, and it is your responsibility to take every precaution to avoid having your bike stolen. You are required to do the following:

- Be mindful of your surroundings. Never leave the bike unattended in an area that could be potentially unsafe.

- Lock the D-Lock to the bike frame (never just the wheel or seat post), and to a secure rack or pole.
- Lock the bike whenever you step away from it, whether for 5 seconds or 5 hours. You never know who is watching. Our staff will advise you on the best placement of the lock.
- NEVER leave the bike outside overnight, even if it is locked.
- If any of these steps are not properly followed, you will be responsible for the full cost of the bicycle.

ADDITIONAL THEFT INFORMATION

- The theft must be reported to Woltz Energy Inc. within 4 hours. We will email you a form that we require you to fill out.
- The theft must be reported to the police within 24 hours. We will require a police report to be submitted to your local Woltz Energy Inc. store.
- All spare keys, batteries and accessories must be returned. You will be charged separately for unreturned accessories, outside of stolen vehicle.
- In the event that your bike is stolen and you offboard, your initial security deposit will be used towards any theft-related charges (e.g., damages, recovery fee, replacement cost). If you seek a replacement rental, Woltz Energy Inc. requires an additional security deposit of ₹500 to begin a new contract.

NON-PAYMENT

We understand financial situations change, and want to make renting with us easy. However, keep in mind that failure to make a payment on a Woltz Energy Inc. electric bike in your possession for more than 7 days will result in the property being considered stolen and legal action may be taken. Additionally, there will be a 5% fee for all payments that are late by 7 days or more.

- Stealing an e-Bike is considered a crime.
- If you find yourself unable to continue making payments, please make immediate arrangements to return the bike to the workshop. Failure to do so will result in the bike being reported stolen and your information being forwarded to the police.
- If you fail to adhere to the rules, a dedicated team member(s) may be making contact with you via the address you have provided on file and may repossess the bike.

If you find yourself temporarily unable to pay, please communicate with our Woltz Energy Inc. Customer Service team and we will do our best to accommodate your request.

GPS TRACKING

Your bike contains location tracking technology. by renting your bike, you consent to share location data with Woltz Energy Inc. Woltz Energy Inc. agrees not to share your location data with any third party without your consent or without removing your identity. Your personal data and Woltz Energy Inc.'s collection, use, storage, and transfer thereof will at all times be governed by the Woltz Energy Inc. privacy policy.

For further information regarding the privacy policy and your rights please visit <https://www.woltzenergy.com/privacypolicy>

THIRD PARTY AUTHORISATION

By signing this agreement, you authorize this business to keep a credit card/debit card on file for any future transactions until you request a cancellation.

You understand that this authorisation will remain in effect until I request that it be terminated. I acknowledge that I am responsible for making this request to the Business in writing.

WOLTZ ENERGY RENTAL AGREEMENT: TERMS AND CONDITIONS

These terms and conditions constitute a legally binding agreement (the "Agreement") between Woltz Energy Inc. (GST NO. 7EBXPK3854G1Z2), Ground Floor, Gali No. 11, R-12/23/6 Rohtak Road Industrial Area ("Woltz Energy Inc.", "we", "us", "our") and the person renting an e-bike ("Bike") from us, as named in the form filled in at the time of rental (referred to in this Agreement as the "Renter", "you", and "your"). You and Woltz Energy Inc. are collectively referred to as "the parties."

This Agreement is a lease agreement, under which we will rent you a Bike, in exchange for payment from you. The terms of the Agreement which govern our relationship are set out below. Please ensure that you have read these terms before you agree to them. Under applicable law and regulation, you are entitled to review this Agreement for up to forty-eight (48) hours prior to signing. You will be given a fully completed copy of the signed Agreement upon execution.

Defined terms used in this Agreement are set out in clause 31 or defined elsewhere in the Agreement.

1. Term of this Agreement

The Start Date of this Agreement is the date on which you take possession of your Bike from a Woltz Energy Inc. shop or partner shop and pay the Deposit in accordance with clause 3 below.

The Term of this Agreement will end on the End Date of this Agreement. The End Date of this Agreement will be the earlier of (a) the date set out in your Order Confirmation; and (b) one year from the Start Date, unless otherwise terminated earlier in accordance with clause 10 or 11 of this Agreement, in which case Woltz Energy Inc. will communicate an Expiry Date to you in accordance with clause 12.

You and Woltz Energy Inc. have the right to terminate this Agreement before the end of the Term – see clauses 10 and 11.

2. Rental of Woltz Energy Inc.'s Bike

You have agreed to rent from us a bike with the serial number set out in your Order Confirmation (the "Bike").

As Renter, you have no obligation to purchase the Bike from Woltz Energy Inc.

3. Fees

You agree to pay Woltz Energy Inc. the following:

- (a) Monthly Fees for the rental of the Bike for the relevant plan selected through our Woltz Energy Inc. website or app as set out at clause 4 below;
- (b) Any add-ons selected through the Woltz Energy Inc. website or app;
- (c) The Deposit as set out in clause 5 below, and
- (d) Any late fees and/or administrative fees incurred in accordance with this Agreement, including but not limited to and break or exit fees; (each a "Fee").

4. Monthly Fees

Monthly Fees are payable in advance.

You are required to select the appropriate Woltz Energy Inc. rental plan through the Woltz Energy Inc. website or app, prior to taking possession of the Bike.

Details about the relevant plans offered by Woltz Energy Inc. for payment of the Monthly Fees are set out in the Woltz Energy Inc. website or app and may be updated from time to time. You can find out more about the relevant plans at www.woltzenergy.com/subscription

The relevant plan must be selected by you upon checkout or in any applicable order form or within the Woltz Energy Inc. app. Your selected plan will be set forth in the Order Confirmation. Woltz Energy Inc. reserves the right to change plan pricing at the end of the term, or upon renewal of your contract.

5. Security Deposit

We may require you to provide a security deposit (the "Deposit") for all plans.

The Deposit is payable by you on taking possession of the Bike and will be retained by Woltz Energy Inc. as security for the Bike and any other related items that will be in your possession for the duration of the rental.

In the event of loss or damage to the Bike or Lock or it's accessories for which you are liable, Woltz Energy Inc. will (on giving notice to you), apply the Deposit (or part thereof) to the cost of necessary repairs or replacement.

Please refer to our website ([https://www. Woltz Energy.com/subscription](https://www.Woltz Energy.com/subscription)) or visit your closest store for our current pricing. All Plans set forth on our website are incorporated into and made a part of this Agreement by reference.

In the event of outstanding rental or repair fees or other obligations owing to Woltz Energy Inc. under this Agreement, Woltz Energy Inc. will (on giving notice to you), apply the Deposit (or part thereof) to the satisfaction of the same.

In the absence of damage, loss, outstanding fees or other obligations owing to Woltz Energy Inc. the Deposit will be refunded to you in full within 10 Business Days of the Expiry Date of this Agreement.

Notwithstanding the foregoing, Woltz Energy Inc. is not obliged to hold the Deposit in trust for you, and you agree that Woltz Energy Inc. is free to treat the Deposit as its own monies and you have no proprietary right to the Deposit. Woltz Energy Inc. will not hold the Deposit in a separate account.

6. Payment Terms

You authorise Woltz Energy Inc. to debit your nominated debit or credit card with the amount of the Monthly Fees and any other Fee incurred as and when they fall due.

You must pay all sums that you owe to Woltz Energy Inc. under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

7. Acknowledgment

You acknowledge that:

- (a) you have read and understood this Agreement, the Woltz Energy Inc. Privacy Policy (<https://www.woltzenergy.com/privacypolicy>) (the "Privacy Policy"), and participated in any onboarding offered by Woltz Energy Inc. at the time of entering into this Agreement and agree to comply with all obligations under the same;
- (b) If you intend to use the Bike to make deliveries for a delivery company, you authorise us to share your details with the delivery companies you work for to confirm that you have an active account on their platform. Your personal data will at all times be governed by the Woltz Energy Inc. Privacy Policy, which is incorporated into and made a part of this Agreement by this reference;
- (c) you have been advised that a properly fitted helmet must be used at all times when using the Bike; and
- (d) you have been advised by Woltz Energy Inc. that it is recommended you obtain and maintain appropriate liability insurance coverage for loss or damage caused to persons or property in connection with your use of the Bike.

8. Legal Title

Woltz Energy Inc., or its parents, subsidiaries, or affiliates, shall at all times retain title and ownership of the Bike and you shall not allow anything to occur which might adversely affect Woltz Energy Inc.'s right, title or interest in the Bike unless and until you have purchased the Bike and taken legal title thereto. The Bike is and at all times shall remain separately identifiable personal property.

- (a) you must not (i) create or allow to be created over the Bike any lien, charge, encumbrance, security interest or other adverse claim in the Bike; (ii) lend, lease or sell or otherwise transfer possession of the Bike to another person; or (iii) store or maintain the Bike with any personal property in such manner or under such circumstances that such Bike might be or become an accession to or confused with such other personal property;
- (b) you must not do anything that may cause any insurance of the Bike that Woltz Energy Inc. has to become void or voidable;
- (c) you must ensure the Bike is clearly identifiable as belonging to Woltz Energy Inc. and not remove any identifying mark on the Bike;
- (d) you must ensure the Bike remains within the State where you rented such Bike (unless otherwise agreed by Woltz Energy Inc. in writing); and
- (e) you must inform Woltz Energy Inc. immediately if you become or are reasonably likely to become subject to any of the events or circumstances set out in clause 12.

9. Risk

While title and legal ownership in the Bike remains at all times with Woltz Energy Inc. until the Bike is purchased by you, risk in the Bike transfers and remains with you from the Start Date and until the Expiry Date of this Agreement or until Woltz Energy Inc. confirms otherwise in writing to you, whichever is the earlier.

10. Termination by Either Party

Either party may terminate this Agreement by giving the other party seven (7) Business Days' notice in writing, except where this date would be on a date later than the End Date of this Agreement. Failure to provide this notice will result in a cancellation fee. Except as provided for in clause 11, neither party may terminate the Agreement within seven Business Days of the End Date of this Agreement. In addition, you may terminate this Agreement without penalty at any time prior to taking possession of the Bike. Lastly, if one chooses to cancel their plan prior to the 3-month commitment one will incur a cancellation fee equal to ₹249.

If you terminate your rental plan pursuant to this Section prior to the end of the rental Term, you are liable and responsible for paying the remaining Fees due under your contract, as well as any other Fees described in these Terms and Conditions.

11. Termination by Woltz Energy Inc.

Woltz Energy Inc. may terminate this Agreement immediately by giving you notice in writing in the following circumstances:

- (a) A fee remains outstanding for more than seven (10) Business Days from the date on which it falls due;
- (b) You are in breach of any provision of this Agreement;
- (c) You become bankrupt or insolvent or any filing or application is made against you to assign you into bankruptcy or appoint a trustee-in-bankruptcy, receiver or similar person in respect of a material part of your property;
- (d) You make any proposal to your creditors under applicable bankruptcy laws and regulations, or file of a notice of intention to make such proposal;
- (e) If you are corporation, partnership or other entity and there is a change of control in respect of you; or
- (f) if you are a natural person, you cease to be of full legal capacity or otherwise become incapable of managing your own affairs for any reason.

If Woltz Energy Inc. terminates this Agreement in accordance with this clause 11, you must immediately return the Bike to Woltz Energy Inc. in accordance with the instructions given in the notice.

12. Return of the Bike

On termination of this Agreement by Woltz Energy Inc. under clauses 10 or 11, Woltz Energy Inc. will set out an Expiry Date in the notice of termination provided to you.

If you terminate this Agreement under clause 10, Woltz Energy Inc. will set out an Expiry Date in our acknowledgement of your termination notice.

On or before the Expiry Date, you must return the Bike:

- (a) To a designated Woltz Energy Inc. location, on or before the Expiry Date, during operating hours; and
- (b) In the same condition as it was upon taking possession, save that any ordinary wear and tear;

The Bike will be deemed returned to the possession of Woltz Energy Inc. when Woltz Energy Inc. or their authorised representative acknowledges receipt of the Bike in writing.

Monthly Fees will continue to apply for each week between the date of notification of termination and the Expiry Date, including the week of the Expiry Date or, if you fail to return the Bike as set out above or as otherwise instructed by Woltz Energy Inc., the date that the Bike is returned to Woltz Energy Inc.

If you do not return the Bike on the Expiry Date then:

- (a) You must pay Woltz Energy Inc. weekly fees for each week or month as per the subscription plan subscribed, between the Expiry Date and the date the Bike is returned, including the week of the Expiry Date;
- (b) After written notice to you and if the location of the Bike is unknown, Woltz Energy Inc. may report the Bike as stolen to the police; and
- (c) You must compensate Woltz Energy Inc. for any reasonable costs incurred in recovering the Bike.

Any payments made by you during the Rental Period are not subject to refund, and will not be returned to you.

13. Late, Missed or Overdue Payments

If any Fee is not made for any reason (for example, if there are insufficient funds available in the nominated account), you will incur an administrative fee of 5% of the total subscription plan per bike. The administrative fee applies for every missed payment where an attempt is made to process a payment and it is returned by the relevant financial institution.

Woltz Energy Inc., without prejudice to its other rights, reserves the right to charge interest on the amount due and unpaid at the rate of 15% per annum as at that date on all amounts outstanding or the highest rate permitted under applicable law, whichever is lower. Interest shall accrue and compound on a daily basis on all unpaid sums and will apply from the due date for payment until actual payment is received by Woltz Energy Inc. in full (whether before or after judgment).

14. Repossession

If you fail to return the Bike in accordance with clause 12, Woltz Energy Inc. may, at its option (which shall be exercised in our sole discretion), in addition to the other remedies set out in this Agreement, may (i) repossess the Bike and, for the purpose thereof, enter upon the premises or property where the Bike is located without notice or court order; (ii) seek damages for the replacement cost of the Bike and any other damages suffered by Woltz Energy Inc. as result of your failure to return the Bike, or (iii) exercise any rights and remedies available under applicable law.

Rights and remedies of Woltz Energy Inc. under this Agreement are cumulative and Woltz Energy Inc. shall be entitled to pursue any one or more right or remedy under this Agreement and pursuit thereof shall not exclude Woltz Energy Inc. from pursuing any other right or remedy available. You shall indemnify and hold harmless Woltz Energy Inc. in respect of all costs and expenses (including legal fees and disbursements on a full indemnity basis) incurred by Woltz Energy Inc. in exercising any rights or remedies under this Agreement or evaluating the use of any such rights or remedies.

15. Location Sharing

Your bike may contain location tracking technology. By renting your bike, you consent to share location data with Woltz Energy Inc. Woltz Energy Inc. Agrees not to share your location data with any third party without your consent or without removing your identity. Your personal data and Woltz Energy Inc. 's collection, use, storage, and transfer thereof will at all times be governed by the Woltz Energy Inc. Privacy policy.

16. Authorized Use

Woltz Energy Inc. authorizes you to use the Bike during the Term for Authorized Business Use and/or Authorized Personal Use (each, an "Authorized Use"), provided that such use must not involve Unauthorized Use.

"Authorized Business Use" includes commercial delivery services, such as document or food delivery, in accordance with local traffic and parking laws, by-laws, rules and legislation.

"Authorized Personal Use" includes operation of the Bike on roads in accordance with local traffic and parking laws, by-laws, rules and legislation.

"Unauthorized Use" includes (but is not limited to) any business or personal use involving:

- (a) The operation of the Bike by any person other than you.
- (b) The carriage of any person in addition to you;
- (c) The towing of another person, vehicle or other object;
- (d) The operation, use or involvement in any way of the Bike in violation of any laws or for an illegal purpose;
- (e) Any race or competition; and
- (f) The operation of the Bike outside of reasonable and safe parameters and in any negligent manner.

17. Woltz Energy Inc. Warranty

Woltz Energy Inc. represents that, to the best of its knowledge and belief, the Bike is supplied to you at the commencement of the Term:

- (a) in a reasonably fit condition for Authorized Personal Use or Authorized Business Use; and
- (b) in accordance with the manufacturer's standards.

Apart from this and any other representation, warranty or guarantee set out in this agreement, the bike is provided "as is" and "as available," and neither Woltz Energy Inc. Nor its suppliers or affiliates makes any representations or warranties with respect to the same or otherwise in connection with this agreement, and Woltz Energy Inc. Hereby disclaims any and all express or implied warranties, including, without limitation, any warranties of non-infringement, merchantability, fitness for a particular purpose, availability, any warranties related to the quality, condition or design of the bike, and any warranties arising from a course of dealing, course of performance, or usage of trade. You acknowledge that you are not relying on Woltz Energy Inc. 's skill or judgment or any other representation by Woltz Energy Inc. In your decision to rent a bike except as specifically set forth above. To the extent that Woltz Energy Inc. May not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

18. Limitation of Liability

Unless required otherwise by applicable consumer protection laws, Woltz Energy Inc. 's liability under this Agreement will be limited to resupplying the goods or services again or the cost of replacing the goods or having the services supplied again.

In no event will Woltz Energy Inc. Be liable to you, your affiliates, or any third party for any incidental, indirect, consequential, special, exemplary, or punitive damages of any kind (including, but not limited to, lost revenues or profits) arising from or relating to this agreement, regardless of whether Woltz Energy Inc. Was advised, had other reason to know, or in fact knew of the possibility thereof. Further, Woltz Energy Inc.'s aggregate liability for direct damages under this agreement will not exceed the amounts paid by you hereunder. No action, regardless of form, arising from or pertaining to this agreement may be brought by you more than one (1) year after such action has accrued.

Notwithstanding the foregoing, nothing in this Agreement is intended to exclude our liability for fraud, negligence of wilful misconduct of us, our employees, agents or contractors.

Woltz Energy Inc. shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it promptly notifies the Renter of the Force Majeure event and its expected duration and uses reasonable endeavours to minimise the effects of that event.

19. Your Warranties

You represent and warrant that you:

- (a) have been advised by Woltz Energy Inc. that it is recommended you obtain and maintain appropriate liability insurance coverage for loss or damage caused to persons or property in connection with your use of the Bike;
- (b) will only use the Bike for an Authorised Use;
- (c) will not use or permit the Bike to be used for any Unauthorised Use; and
- (d) will, at all times during the Term while the Bike is not in use, lock the Bike using the supplied Lock in accordance with all reasonable directions of Woltz Energy Inc., including as set out in the Safety, Security and Maintenance Guide, as amended from time to time;
- (e) will not repair or alter the Bike except in accordance with this Agreement or as authorized by Woltz Energy Inc. in writing; and
- (f) have had an opportunity to inspect, and advise Woltz Energy Inc. of any issues or defects with the Bike prior to the Start Date and the Bike did not have any damage or material faults. If within three (5) days after the Start Date, Customer does not inform Woltz Energy Inc. of any issues or defects, it shall be presumed that any issue with the Bike was damage caused or incurred by the Customer.

20. Indemnification

You will indemnify, defend, and hold harmless Woltz Energy Inc. and our affiliates, directors, officers, employees, shareholders and other representatives or agents from and against any and all liabilities, losses, damages, penalties, fines, costs, and expenses (including reasonable legal costs) incurred in connection with any third-party claim, action, or proceeding arising in connection with (i) your breach of this Agreement; (ii) any of the liabilities set forth in clause 21 below, (iii) your violation of applicable law, rule, or regulation, or (iv) your negligence or wilful misconduct, including, without limitation, your failure to wear a helmet while using the Bike or to lock the Bike, using the Lock provided, when not in use.

21. Responsibility for and costs incurred as a result of loss and damage including theft

You hereby acknowledge that you are liable, both directly and in respect of third-party claims pursuant to clause 20 above, for:

- (a) the loss of, and all damage to, the Bike during the Term of this Agreement, including as a result of theft of the Bike; and
- (b) all damage to any person or the property of any person: (i) which is caused or contributed to by you or any person you allow to drive the Bike, including flat tires; or (ii) which arises from the use of the Bike by you or any person you allow to drive the Bike.

If the Bike and/or Battery is lost or stolen, you will be liable to pay Woltz Energy Inc. up to ₹10000, being the replacement value of the bike and /or battery (all models).

Such amounts payable are fair and reasonable and constitute a genuine pre-estimate of the losses suffered by Woltz Energy Inc. in the event of the loss or theft of the Bike. You agree to pay such an amount immediately on demand by Woltz Energy Inc.

In the event of theft of the Bike, you agree to:

- (a) create a police report and provide details to Woltz Energy Inc. as soon as reasonably practicable after the Bike has been stolen;
- (b) complete our theft form (available from our website) as soon as reasonably practicable after the Bike has been stolen;
- (c) return all the accessories (battery, charger, Lock, keys, etc) which have not been stolen and are in your possession to the nearest Woltz Energy Inc. location as soon as reasonably practicable after the Bike has been stolen;
- (d) provide such reasonable evidence that you locked the Bike correctly, using the Lock provided, by speaking with our Woltz Energy Inc. staff at the nearest Woltz Energy Inc. location.

In the event of loss or damage to the Bike or other loss or damage arising in connection with the use of the Bike other than as a result of theft of the Bike, you must:

- (a) promptly report the incident in writing to Woltz Energy Inc. and provide Woltz Energy Inc. with details of the incident:
 - i) an accurate description of the incident e.g., state lost or damaged and the location;
 - ii) name, address and license number, of any other person involved;
 - iii) registration of any other vehicles involved;
 - iv) names and station of any police officers involved; and

- v) any other information reasonably requested by Woltz Energy Inc. ; and
- vi) return all parts of the Bike which have not been lost or damaged (battery, charger, Lock, keys, etc) to the nearest Woltz Energy Inc. location.

You accept that GPS device services are necessary in order to protect our bikes against theft and enhance recovery. Woltz Energy Inc. may request you to attend your nearest Woltz Energy Inc. location for a GPS device service. Any location data and your personal data will at all times be governed by the Woltz Energy Inc. Privacy Policy.

22. Maintenance, Security and Safety

You hereby agree to comply with the following for the Term:

- (a) maintain the Bike to the same standard in which the Bike is supplied to you in (including by complying with all additional servicing or repairs recommended by Woltz Energy Inc. at any service);
- (b) complete the safety and maintenance checks outlined in the Woltz Energy Inc. guidance;
- (c) keep the Bike locked to an immovable object (e.g., post or railing) using the Lock provided by Woltz Energy Inc. when it is unattended;
- (d) comply with all applicable laws with respect to operation and storage of the Bike (including parking and traffic laws);
- (e) attend at a nominated Woltz Energy Inc. location with the Bike for the Bike to be serviced every 6 weeks;
- (f) attend at a nominated Woltz Energy Inc. location with the Bike as directed by Woltz Energy Inc. for a service within 7 days of being requested to by Woltz Energy Inc.;
- (g) refrain from servicing or causing the Bike to be serviced otherwise than at a designated Woltz Energy Inc. location.

Regular servicing as set out above is necessary for Woltz Energy Inc. to ensure the continued safety of the Bike. It is critical to your ongoing use of the Bike that you attend scheduled services as set out above.

Standard services are provided at no cost to you during the Term, however if Woltz Energy Inc. or their representative identifies any damage requiring repair (apart from ordinary wear and tear), including (but not limited to) a damaged battery, lost keys to Locks or other accidental damage to bike parts, you will be responsible to pay for such repairs, unless the cost of these repairs is covered by your Plan. Refer to Woltz Energy Inc.'s website (<https://www.woltzenergy.com/subscription>) for current scope of the standard services provided by Woltz Energy Inc. and pricing which may be updated by Woltz Energy Inc. from time to time. Any changes made will feature, <https://www.woltzenergy.com/subscribe> and it is your responsibility to check it regularly, so you are always aware of the latest services and pricing.

Woltz Energy Inc. is committed to organising additional services if we become aware of any potential issues or faults with the Bike. Accordingly, it is critical to your ongoing use of the Bike that you attend unscheduled services as directed by Woltz Energy Inc.

23. Notice

When a notice must be provided in writing by Woltz Energy Inc. to you or you to Woltz Energy Inc., it may be provided by letter, email, SMS or via our app.

We may send notices to you at your last known home or email address, telephone number or other contact details.

You must send notices by email to our customer service team at info@woltzenergy.com or contact Woltz Energy Inc. by accessing the website (www.woltzenergy.com).

Unless specifically stated otherwise in this Agreement, any notice given by Woltz Energy Inc. to you or you to Woltz Energy Inc. will be deemed given and received if:

- (a) delivered by hand to the recipient's last known home or work address, at the time of delivery;
- (b) sent by first class post on a Business Day, the next Business Day or second Business Day after posting if not sent on a Business Day.
- (c) sent by email or via the app on a Business Day before 4pm, one hour after sending; and
- (d) sent by email at any other time, 9:00 am on the next Business Day.

24. Assignment

You shall not assign your rights and obligations under this Agreement to another person, except with Woltz Energy Inc.'s written approval (which will not be unreasonably withheld). Such approval may be subject to the provision of additional information and conditions, additional deposits and fees related to the assignment, as may be required by Woltz Energy Inc.. Woltz Energy Inc.'s decision on assignment will be final. In the event of an assignment, you must pay all charges up and including the effective date of assignment.

25. Relationship of Parties

This is a contract for supply of goods and services and is not intended to create any other relationship between the parties.

26. Changes to terms

Woltz Energy Inc. may, from time to time, update, modify or supplement (each a "Change") any of the terms or conditions of this Agreement by providing you a minimum of thirty (30) days prior written notice of the Change in accordance with applicable law. If you do not agree with the Change, you will be entitled to terminate this Agreement.

27. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, (a) such provision shall be deemed to be automatically amended to the extent necessary to comply with applicable law and permit enforcement, and (b) such finding shall not affect the binding effect of the other provisions of this Agreement.

28. Entire Agreement; Waivers

This Agreement comprises the entire agreement between the parties and shall supersede and replace any and all prior agreements, correspondence and documentation between the parties relating to the renting of the Bike. There is no representation, warranty or collateral agreement relating to the renting of the Bike except as expressly set forth herein, and there are no other implied terms. No failure or delay by either party in exercising any right or remedy under this Agreement will operate, or be deemed to operate, as a waiver of any such right or remedy.

29. Governing Law

This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of India and the courts of Delhi shall be competent court of jurisdiction.

30. Dispute resolution / Arbitration

In the event of any dispute or difference arising between the parties with regard to the rights and obligation under this agreement or as to any claim, monetary or otherwise or as to the interpretation and effect of any terms and conditions of this agreement, the same shall be referred to arbitration; and such Arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 for the time being in force. The venue for such Arbitration shall be Delhi, India.

31. Definitions

- (a) Authorized Business Use has the meaning given to it in clause 16.
- (b) Authorized Personal Use has the meaning given to it in clause 16.
- (c) Bike has the meaning given to it in clause 2.
- (d) Business Day means a weekday on which banks are open for business in New Delhi, Delhi.
- (e) End Date means the date on which you are required to return possession of the Bike to Woltz Energy Inc. , should this Agreement continue for its full Term.
- (f) Expiry Date means the day on which this Agreement between you and Woltz Energy Inc. ends, either when the Term of this Agreement expires (the End Date) or if terminated earlier under clauses 10 or 11, the date notified to you by Woltz Energy Inc. under clause 12.
- (g) Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay and any consequences related to Covid-19 or any pandemic or epidemic and any government restrictions to which a party is subject is not Force Majeure.
- (h) Lock means the bicycle lock provided to you by Woltz Energy Inc. for the purposes of securing the Bike when leaving it unattended.
- (i) Order Confirmation means the order confirmation that you receive from us after placing your order for a Bike. Your Order Confirmation is incorporated into and made a part of this Agreement by this reference.
- (j) Safety, Security and Maintenance Guide means the Woltz Energy Inc.'s Safety, Security and Maintenance Guide that will be given to you on your initial collection of the Bike from Woltz Energy Inc. . The Safety, Security and Maintenance Guide may be amended by Woltz Energy Inc. from time to time, and is hereby incorporated into and made a part of this Agreement by reference.
- (k) Start Date has the meaning given to it in clause 1.
- (l) Term means: the period between the Start Date and the Expiry Date of this Agreement, which shall not exceed four months.

- (m) Unauthorized Use has the meaning given to it in clause 16.
- (n) Weekly or Monthly Fees means the weekly or monthly rental fees payable by you to Woltz Energy Inc. that are agreed upon in your contract.

32. Interpretation

In this Agreement the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

- (a) Headings and subheadings are for convenience only and do not affect the interpretation of this Agreement.
- (b) References to clauses, schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the schedules, annexures, appendices, attachments and exhibits to, this Agreement.
- (c) References to parties are references to the parties to this Agreement.
- (d) References to a party to any Agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives.
- (e) Words denoting the singular include the plural and words denoting the plural include the singular.
- (f) Words denoting any gender include all genders.
- (g) The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency.
- (h) A reference to any Agreement or document (including this Agreement) includes any amendments to or replacements of that document. A reference to a law includes:
 - (i) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
 - (ii) any constitutional provision, treaty or decree;
 - (iii) any judgment;
 - (iv) any rule or principle of common law or equity, and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts.
- (i) No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of that provision or this Agreement.
- (j) A reference to time is a reference to the time in New Delhi, Delhi unless otherwise specified.
- (k) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (l) If any act is required to be performed under this Agreement by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day.
- (m) If any act is required to be performed under this Agreement on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day.
- (n) A reference to an amount of rupees, Indian Rupees or ₹ is a reference to the lawful currency of India, unless the amount is specifically denominated in another currency.
- (o) Specifying anything in this Agreement after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.
- (p) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

33. Miscellaneous.

No failure or delay by either party in exercising any right or remedy under this Agreement will operate, or be deemed to operate, as a waiver of any such right or remedy.

I have read, understand and agree to all of the terms of this contract, as outlined above.

Print Name:

Signature:

Date: