

Schedule for EV Reimbursement Services (Radius Charge)

1. WHAT WORDS MEAN IN THIS SCHEDULE

In addition to capitalised terms defined elsewhere in the Contract, the following definitions apply in this Schedule.

CDR: a charge detail record, which contains the digital data concerning the use of a Charge Point. When an Employee uses a Token to start a Charging Session, the CDR is captured by the Radius Charge Platform from the Employee's Home.

Charge Point: a device used for charging Electric Vehicles which is installed at the Employee's Home.

Charging Session: a process during which an Employee charges an Electric Vehicle at the Charge Point.

Customer: the sole trader, company, partnership or limited liability partnership identified as such in the Sales Order, which is the employer of the Employee.

Customer's Bank Account: the Customer's nominated business bank account.

DD Mandate: has the meaning given in paragraph 3.4.

Electric Vehicle: a vehicle which is capable of being propelled by electrical power derived from a storage battery, including hybrid vehicles.

Employee: an individual employed by or working for the Customer who will receive Employee's Reimbursement Payments under this Contract.

Employee's Bank Account: the Employee's personal bank account into which the Employee's Reimbursement Payments shall be made.

Employee Enrolment Process: has the meaning given in paragraph 3.7.

Employee's Home: the residential property where the Employee lives.

Employee's Reimbursement Payment: the monies paid by Radius to the Employee in respect of a Reimbursable Charging Session.

EV Reimbursement Services: the reimbursement service to be provided by Radius to the Customer, as described in this Schedule.

GSM: Global System for Mobile Communications which is a standard developed by the European Telecommunications Standards Institute (ETSI) to describe the protocols for digital cellular networks used by mobile devices such as mobile phones and tablets.

Initial Term: has the meaning given in paragraph 2.1.

Platform: the software as a service Charge Point management platform used by Radius to provide the EV Reimbursement Services.

Platform Subscription: a subscription purchased by the Customer to enable it to access and use the Platform.

Radius' Reimbursement Account: a dedicated business bank account set up by Radius from which Radius makes the Employee Reimbursement Payments and into which it receives Radius' Reimbursement Payments.

Radius' Reimbursement Payment: has the meaning given in paragraph 4.74.4(d).

Reimbursable Charging Session: has the meaning given in paragraph 3.10.

Reimbursement Rate: the reimbursement rate stipulated by the Customer in its sole discretion for each kWh of electricity drawn used to calculate the Employee's Reimbursement Payment.

Relevant Data: has the meaning given in paragraph 3.7.

Renewal Term: has the meaning given in paragraph 2.1.

Sales Order: has the meaning set out in the Terms & Conditions.

Term: the Initial Term plus any Renewal Term.

Token: any mechanism provided by Radius to Customers for use by an Employee for authentication to start a Charging Session. The Token could be an RFID contactless card, a key fob, a mobile app provided by Radius, or some other mechanism facilitated by Radius at its sole discretion.

2. DURATION OF THE EV REIMBURSEMENT SERVICES

2.1 Radius shall deliver the EV Reimbursement Services for the period set out in the Sales Order (the "**Initial Term**") after which provision of the EV Reimbursement Services will automatically renew for successive 12 month periods (each being a "**Renewal Term**") unless and until either:

- (a) terminated in accordance with paragraph 2.2; or
- (b) the EV Reimbursement Services or the Contract is terminated in accordance with the Terms & Conditions.

2.2 Either party may terminate provision of the EV Reimbursement Services upon serving not less than three months' written notice, such notice to expire at the end of the Initial Term or the end of a Renewal Term.

3. WHAT THE CUSTOMER NEEDS TO DO

- 3.1 The Customer shall provide all necessary cooperation to enable Radius to deliver the EV Reimbursement Services.
- 3.2 There is no contractual relationship between the Employee and Radius. The Customer shall resolve any queries and requests for information raised by an Employee itself, by reference to the Platform.
- 3.3 The Customer must maintain a fully paid up Platform Subscription throughout the Term. Failure to do so constitutes a material breach and shall entitle Radius at its sole discretion to either:
- (a) suspend provision of the EV Reimbursement Services until the Customer settles its Platform Subscription; or
 - (b) terminate the EV Reimbursement Services under clause 9.1(a) of the Terms & Conditions.
- 3.4 The Customer shall complete a direct debit mandate ("**DD Mandate**") to enable Radius to collect Radius' Reimbursement Payments from the Customer's Bank Account into Radius' Customer Payment Account. The Customer shall ensure that a valid DD Mandate exists throughout the Term.
- 3.5 If a direct debit of Radius' Reimbursement Payment fails or is recalled by the Customer's bank, the sum shall remain payable and in addition to its rights under clause 6 (What happens if the Customer does not pay Radius) of the Terms & Conditions, Radius shall be entitled to:
- (a) levy a reasonable administration charge, increased in line with any bank charges incurred by Radius, for such failed or recalled direct debit; and/or
 - (b) suspend provision of the EV Reimbursement Services until the Customer pays Radius' Reimbursement Payment.
- 3.6 The Customer shall notify Radius of any changes to the Customer's Bank Account details in a timely manner to avoid any late payment Charges.
- 3.7 The Customer shall complete Radius' enrolment process in respect of each Employee (the "**Employee Enrolment Process**") for which it requests provision of the EV Reimbursement Services, which includes provision of all necessary data and information including:
- (a) make and model of the Charge Point;
 - (b) Customer's Bank Account details;
 - (c) Employee's full name and title;

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- (d) Employee's preferred email address for correspondence;
- (e) Employee's Home address; and
- (f) Employee's Bank Account details,

together the "**Relevant Data**".

- 3.8 The Customer is responsible for verifying the accuracy and completeness of the Relevant Data on the Platform and shall keep the Relevant Data up to date. Failure to do so will adversely impact Radius' ability to deliver the EV Reimbursement Services.
- 3.9 The Customer is responsible for providing the Employee with access to the Token in the appropriate manner as directed by Radius, whether by electronic, physical or other means depending on the nature of the Token. The Customer is responsible for terminating the Employee's access to the Token upon the Employee ceasing to be an employee of the Customer.
- 3.10 The Customer shall decide and inform the Employee of the circumstances which constitute a reimbursable Charging Session, which may include:
 - (a) specifying which Electric Vehicle(s) can be charged via use of the Token; and
 - (b) whether the Token can be used to charge such Electric Vehicle(s) for non-work related journeys,a ("**Reimbursable Charging Session**").
- 3.11 The Customer is solely responsible for:
 - (a) determining the Reimbursement Rate for each Employee;
 - (b) communicating the Reimbursement Rate to the Employees;
 - (c) dealing with any queries from Employees in relation to the Reimbursement Rate selected by the Customer;
 - (d) ensuring the Reimbursement Rate complies with all applicable laws; and
 - (e) ensuring it and its Employees, comply with their respective taxation obligations arising as a result of the Reimbursement Rate used to calculate the Employee's Reimbursement Payment.
- 3.12 Save where the Customer has opted to auto-approve Reimbursable Charging Sessions, the Customer shall monitor the CDRs and promptly approve each Reimbursable Charging Session via the Platform. In the event the Customer does not approve a CDR, it shall remain pending on the

Platform. If a CDR remains pending on the Platform for more than 60 days, Radius may delete such CDR from the Platform.

- 3.13 The Customer is responsible for giving its Employee(s) authority to use a Token and does so at its sole discretion. The Customer must ensure that each such Employee:
- (a) connects the Charge Point to the Platform and maintains this connection throughout the Term;
 - (b) has a reliable ethernet, GSM or Wi-Fi network to connect the Charge Point to the Platform. Radius is not liable if the EV Reimbursement Services cannot function properly due to insufficient connectivity;
 - (c) uses the Token solely for Reimbursable Charging Sessions;
 - (d) understands that if the Token is not used for a Charging Session (and an alternative token is used) that a CDR will not be created and Employee's Reimbursement Payments will not be made;
 - (e) retains possession of the Token and always keeps it safe;
 - (f) reports any malfunction or loss of or damage to the Token immediately to the Customer, which the Customer shall then duly report to Radius; and
 - (g) notifies the Customer immediately if there is any change to the Relevant Data.
- 3.14 Nothing in this Contract relieves the Employee from their obligation to pay the electricity bills at the Employee's Home.
- 3.15 The Customer shall notify Radius in writing if and when it wishes to revoke an Employee's authorisation to use a Token. Radius shall block the Token's ability to function as soon as reasonably practicable but within two Business Days of receipt of the Customer's notification.
- 3.16 The Customer represents, warrants, and undertakes it has obtained all authority and consents necessary from the Employee for their Personal Data to be Processed by Radius for the purposes of the EV Reimbursement Services.
- 3.17 The Customer will notify Radius in writing immediately upon becoming aware that any payment or dealings with an Employee may be in breach of any applicable law, including (but not limited to), breach of any government sanctions.

4. WHAT RADIUS WILL DO

4.1 Radius can only supply the EV Reimbursement Services in respect of a Charge Point which:

- (a) has been supplied and installed by a Radius Affiliate, or otherwise approved by Radius; and
- (b) is connected to the Platform.

4.2 Upon receipt of the Relevant Data, Radius will conduct a series of internal checks whereupon it shall inform the Customer whether:

- (a) the Employee Enrolment Process has been successfully completed; or
- (b) it requires further information; or
- (c) it is not willing to provide the EV Reimbursement Services in respect of the Employee(s) and in such circumstances Radius shall not be obliged to give any reason for refusing the same, nor to enter into any correspondence regarding such refusal.

4.3 Upon successful completion of the Employee Enrolment Process by the Customer, either Radius will provide the Customer with a Token or the Customer shall facilitate use of the Token (as applicable). If the Token is provided in a tangible form by Radius, it shall remain the property of Radius at all times. Radius may cancel or block a Token or refuse to renew or replace a Token in its sole discretion. Customer shall return any tangible Token on first request to Radius' registered office.

4.4 Once a month, by reference to the Reimbursable Charging Sessions approved by the Customer pursuant to paragraph 3.12 in the preceding month, Radius will complete the following sequential steps in relation to each Employee:

- (a) calculate the Employee's Reimbursement Payments due by multiplying the electricity drawn by the Reimbursement Rate; and then
- (b) make a statement available on the Platform on behalf of the Customer for the Employee and Customer to view which details all Reimbursable Charging Sessions approved in the preceding month and the corresponding Employee's Reimbursement Payment payable by Radius; and then
- (c) transfer the Employee's Reimbursement Payment from Radius' Reimbursement Account into the Employee's Bank Account; and then

- (d) submit a direct debit instruction to the Customer's Bank Account in the sum of Employee's Reimbursement Payments made pursuant to paragraph (c). By virtue of the DD Mandate set up pursuant to paragraph 3.4, such sum shall automatically transfer from the Customer's Bank Account into Radius' Reimbursement Account (such sum being **"Radius' Reimbursement Payment"**) in accordance with the collection date stated in the relevant statement provided pursuant to clause 4.4(b).
- 4.5 For the avoidance of doubt, Radius will not submit a direct debit instruction as per paragraph 4.4(d) unless and until the Employee's Reimbursement Payment has been credited into the Employee's Bank Account as per paragraph 4.4(c).
- 4.6 The parties acknowledge and agree that where the Customer has more than one Employee, the direct debit instruction in paragraph 4.4(d) shall be aggregated to cover all Radius' Reimbursement Payments due in respect of such Employees, rather than multiple parallel direct debit instructions being submitted simultaneously.
- 4.7 In the event the EV Reimbursement Services go live part way through a month, Radius reserves the right to defer the calculation and payment of the Employee Reimbursement Payment and the Radius' Reimbursement Payment for that part-month in accordance with clause 4.4, until the following month.
- 4.8 If and to the extent the Customer is construed by legislation as being a "consumer", the parties acknowledge and agree that it is not their intention that Radius provides the Customer with consumer credit in the context of a loan pursuant to this Contract.
- 5. INDEMNITY
 - 5.1 Notwithstanding any other provision in this Contract, the Customer indemnifies and shall keep Radius indemnified for and against all claims, demands, actions, proceedings, damages charges, costs and expenses which may be brought against Radius in respect of or in connection with:
 - (a) failure or delay in receipt of Radius' Reimbursement Payment;
 - (b) payment for a Charging Session which is not a Reimbursable Charging Session;
 - (c) any disparity between the Reimbursement Rate and the corresponding charges of the electricity provider to the Employee's Home;
 - (d) an error or failure in transmission of a CDR due to a connectivity failure outside the control of Radius;

- (e) loss, misuse or fraudulent use of a Token;
- (f) the Customer's failure to comply with paragraph 3;
- (g) the Employee's obligation to pay the electricity bills at the Employee's Home on time and in full;
- (h) the Customer's or any Employee's failure to comply with any taxation obligations in relation to the Employee Reimbursement Payment; or
- (i) any taxes, withholding taxes, duties, levies, interest and/or penalties incurred by Radius in connection with a Charging Session.