



GridShare™ Membership Scheme Agreement

The terms and conditions set out in this Agreement are additional to the terms and conditions set out in the Smart Battery End User Agreement and all relevant terms of the Smart Battery End User Agreement shall apply including terms relating to Exclusion and Limitation of Liability, Force Majeure, Rights of Transfer and Governing Law & Jurisdiction.

If you are eligible for and you elect to participate in the GridShare™ Membership Scheme (the “Scheme”), you must complete the application form provided and the information requested by email.

Your participation in the Scheme shall commence once we have confirmed by email our acceptance of your application and the date on which your participation shall start (the “Start Date”).

We reserve the right to reasonably reject any application and, in such circumstances, we shall provide an explanation to you (criteria include the location of your premises or what energy supply tariff you have).

In order to receive payments under the Scheme you must:

- (a) be the purchaser and owner of the Product and any Integrated Devices or be the party who has granted a lease or licence permitting the Product and any Integrated Devices to be installed by a third party who owns the Product and any Integrated Devices;
- (b) not interfere with or damage the Product and report any faults to the Technical Support team at support@moixa.com within 48 hours of first becoming aware of such fault;
- (c) be responsible for keeping the Product powered-on at all times, provided it is safe for you to do so (please refer to the User Manual); and
- (d) maintain a constant live internet connection to the Product and, if it becomes disconnected from the internet, restore the connection as soon as practicable.

In order for us to be able to operate the Scheme, you consent that we may do the following at any time and as frequently as we consider necessary without your further knowledge or consent:

- (a) monitor the Product and any Integrated Devices remotely via the internet in accordance with our Privacy Policy; and
- (b) access and control the Product and any Integrated Devices remotely in order to provide services to your local distribution network or the National Grid (for example, making the Product available to participate in the National Grid’s Firm Frequency Response balancing service) or other parties such as utility companies.

By participating in the Scheme, you consent to us operating the Product and any Integrated Devices exclusively on your behalf to participate in grid services and we undertake to use our best endeavours to act in your best economic interests. For the avoidance of doubt, participating in the Scheme may cause involve discharging stored energy from the Product to the grid and an increase in your home’s consumption of metered electricity

By accepting this agreement, you accept that we can use the Product and Integrated Devices for the provision of services under the GridShare Scheme. Reporting on activities in relation to the scheme is available on-demand via the Moixa Dashboard, which includes start times and end times of services that devices have participated in.

We shall send you a cheque by post or remit payment to you via Paypal on an annual basis in respect of the Scheme payments. Payments will be made within 14 days of each anniversary of the date you began participation in the Scheme, while you remain in the Scheme. You acknowledge that payments under the Scheme may vary from customer to customer; for example, based on the start-date of the Scheme or the location of the Product.

During the 3-year term, subject to any agreement by you to accept different terms offered by us, the Scheme payments to you will be at a fixed rate per year (as specified by us at the time of entering into this agreement) plus an amount equal to an estimation by us of the sums that comprise the monetary savings that you would have made had you not been a member of the Scheme. This is calculated by running a simulation of how the Product would have behaved had it not participated in the grid services using an assumed tariff rate. This will be paid provided that you participate in the Scheme, even though your Product and any Integrated Devices may not be participating in grid services and/or no trading may have occurred in the period.

The Scheme shall operate for a fixed term of 3 years from the Start Date.

If your participation is cancelled by us, you shall be entitled to your payments on a pro rata basis, meaning that payments will be allocated proportionately for each full month you have taken part in the Scheme, calculated from the day after the last date accounted for in the previous report.

At the end of the 3-year term, we shall endeavor to offer you a new agreement to continue to participate in the Scheme, subject to new terms and qualification criteria.

We may cancel your participation in the Scheme on 60 days’ notice if you have caused the Product to be disconnected from the internet for a total of 438 hours in any 12-month period of the Scheme representing a total of 95% ‘uptime’.