

MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (the "Agreement"), is made by and between EV CHARGING SOLUTIONS, INC. (hereafter referred to as "EVCS"), a corporation with its place of business at 11800 Clark St, Los Angeles, CA 91006, U.S.A., and NOODOE INC. (hereafter referred to as "NOODOE"), a California corporation with its place of business at 9351 Irvine Blvd., Irvine, CA 92618, U.S.A. Each of the foregoing entities may be singularly referred to herein as a "Party" and collectively as the "Parties". This Agreement is for the sale and purchase of EV charging products, software licenses, and services.

NOODOE intends to sell NOODOE Level 2 AC Electric Vehicle Charging Stations (hereafter referred to as the "Charging Stations"), software licenses, and services to EVCS.

EVCS intends to purchase Level 2 AC Charging Stations, software licenses, and services from NOODOE.

The Parties agree as follows:

Article 1 CHARGING STATION PRICING

1.1 Description of Products and Term of Agreement

NOODOE shall sell to EVCS, and EVCS shall purchase from NOODOE, Charging Stations in the United States of America (U.S.A.). The specifications of the Charging Stations are shown in *Appendix A*.

1.2 Pricing

The pricing structure of the Charging Stations, software license, and services, is set forth in *Appendix B*.

1.3 Shipping Costs Terms

Absent written agreement between the Parties, FOB shipping point shall be applied to ALL shipments. EVCS shall be responsible for all shipping, transportation, insurance, warehousing, and other costs and fees associated with the delivery of the Charging Stations. The Charging Station pricing stipulated in *Appendix B* does not include shipping, freight, storage, insurance, taxes, excises, fees, duties, or other government charges related to the goods. All shipping dates are approximations and are based upon the timely and accurate receipt of all necessary information from EVCS. NOODOE shall not be liable for any costs relating to the delay in delivery of the Charging Stations. EVCS's sole remedy for any material delay in delivery of the Charging Stations shall be a refund of the purchase price. However, notwithstanding the foregoing, any delivery of Charging Stations beyond the Maximum Agreed Delivery Time of three (3) months occurring three or more times within any six-month period shall be cause for termination pursuant to Section 10.1.c(1).

1.4 Training

NOODOE shall provide to EVCS, and EVCS must participate in the training of installation, activation, and the management of Charging Stations and their related software. The Parties shall arrange mutually agreeable times and locations for the training. Equipment operations and maintenance training will be provided at no cost by NOODOE to EVCS employees and designees, such as EVCS network of electrical contractors.

Article 2 CHARGING STATION ORDERS

2.1 Purchase Orders. Subject to the terms and conditions contained in this Agreement, EVCS shall initiate the initial and any future purchases of Charging Stations by transmitting written purchase orders specifying the quantity and models of Charging Stations that EVCS intends to purchase.

2.2 Conflict of Terms. Pursuant to Section 10.3, no additional terms and / or conditions shall be included in EVCS's purchase order. In the event of an inconsistency or conflict occurs within the provisions of this Agreement, the inconsistency or conflict shall be resolved expressly in writing by the Parties in a timely manner not to exceed 30 days from the date of the purchase order.

Article 3 INVOICING AND PAYMENT

3.1 Invoicing. Unless expressly agreed to in writing by the Parties, NOODOE will issue invoices to EVCS prior to the scheduled delivery date of Charging Stations.

3.2 Payment Terms. Any outstanding invoices issued by NOODOE must be paid via check, wire transfer, and/or ACH, in full prior to NOODOE's commencement of shipment of Charging Stations, making of Charging Stations available for pick-up, deployment of the NOODOE EV software, and/or services. EVCS must pay NOODOE a 30% deposit of the total purchase order price within seven (7) days after NOODOE's acceptance of EVCS's purchase order. Outstanding invoices are subject to interest at the rate of one and one-half percent (1.5%) per month, not to exceed any legal maximum rate.

3.3 Initial Payments.

a. **Software License.** EVCS shall pay \$20,000 for a single, first year license to the Software (see below in Article 4), which is comprised of \$10,000 for a year license of the NOODOE EV OS cloud platform and \$10,000 for a year license of the NOODOE EV mobile device applications, within one week of the Effective Date.

b. **Integration Deposit.** EVCS will pay a deposit totaling \$60,000 in three tranches of \$20,000. Each \$20,000 deposit will be paid after the successful integration of each one of the following electric vehicle supply equipment (EVSE) manufacturers and its credit card reader provider: Tritium, BTCPower, and EVBox. EVCS payments for Products and services provided

by NOODOE to EVCS such as Charging Stations, Cloud EV OS and APPs will be drawn from the deposit. Once the deposit amount is depleted, EVCS will pay invoices on agreed upon terms.

- 1) BTCPower (33.33%): \$20,000
- 2) Tritium (33.33): \$20,000
- 3) EV Box (33.33): \$20,000

EVCS has the right to change one or more of the three EVSE providers above, under the condition that the EVSE's are OCPP 1.6 JSON compliant.

EVCS shall draw against the \$60,000 credit paid to NOODOE after each charger and site activation.

3.4 No Right of Set-Off or Return. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of NOODOE. All sales are final, and EVCS shall have no right of return, provided that NOODOE complies with its obligations under the Warranty (as defined below in Article 5).

3.5 Collection Costs. In the event of EVCS's failure to pay NOODOE invoices when due, NOODOE reserves the right to terminate the agreement and/or seek legal remedies after the remedy period has expired and invoice(s) still remain(s) unpaid.

Article 4 SOFTWARE LICENSE

NOODOE is licensing both its NOODOE EV OS cloud platform and its NOODOE EV mobile device applications (in total, the "Software") to EVCS pursuant to the following. The pricing for license of the Software and related maintenance and services, is set forth in Appendix B.

4.1 CLOUD PLATFORM

a. NOODOE shall provide a white label version of the NOODOE EV OS cloud platform (website) to EVCS for use to maintain the Charging Stations and manage customers and customer installations. The website shall reference both EVCS and NOODOE. EVCS shall apply the label sticker, supplied by NOODOE, with the phrase "Powered by NOODOE" on all EVCS Charging Stations that are connected to the NOODOE EV OS cloud platform. The label sticker shall be conspicuously placed in the front side of all Charging Stations.

In addition, NOODOE shall:

- (1) make available the NOODOE EV OS cloud platform for use within 30 days of the Effective Date of this Agreement;
- (2) enroll the NOODOE EV OS cloud platform on CALeVIP within 30 days of the Effective Date of this Agreement;

(3) take steps to add its network and equipment to the CALeVIP network and equipment program list;

(4) work in good faith to add its network and equipment to rebate programs independently and upon reasonable request from EVCS; and

(5) assist EVCS in enrolling the EVCS network in CALeVIP and other available programs.

b. The NOODOE EV OS cloud platform and all associated Intellectual Properties are exclusively owned by NOODOE. NOODOE hereby grants EVCS a license to access and use the white label version of the NOODOE EV OS cloud platform.

c. EVCS hereby grants NOODOE a license to use the EVCS name and any EVCS trademarks on the cloud platform. This license terminates with the termination of this Agreement.

d. All customer data and other data collected as a result of executing this Agreement that are maintained by the NOODOE EV OS cloud platform shall be owned by EVCS. This includes but not limited to customer/user data, statistics, historical transactional data, etc. EVCS grants NOODOE unlimited access to all data collected herein, and NOODOE promises not to sell the data. NOODOE shall provide the ability for EVCS to download upon termination of this Agreement all customer data and other data associated with this Agreement that are maintained by the NOODOE EV OS cloud platform. To the extent that EVCS customers use other NOODOE CHARGING STATIONS outside of EVCS, that data shall be co-owned by NOODOE and EVCS. NOODOE will not sell nor share the data collected. To further clarify, NOODOE will only access data for its internal use. To the extent that EVCS customers use other NOODOE Charging Stations outside of EVCS, that data shall be co-owned by NOODOE and EVCS, and NOODOE shall provide the ability to EVCS to download and export all customer data.

e. Demand Response – Noodoe to integrate with Los Angeles Department of Water and Power, LEAP, and other demand response programs as necessary. As for EVCS chargers to be able to participate in such demand response programs.

4.2 MOBILE DEVICE APPLICATIONS

a. NOODOE shall provide white label versions of its mobile device applications (collectively APPs) for iOS and Android devices for Charging Station end users to use to access and make payments at the Charging Stations. The APPs shall be available at the Apple App Store and the Google Play Store and shall be provided in executable form to EVCS. The APPs shall reference both EVCS and NOODOE. NOODOE shall make the white label mobile device applications available for use within 30 days of the Effective Date of this agreement.

b. The applications and all Intellectual Property contained therein are owned by NOODOE. NOODOE hereby grants EVCS a license to access and use the white label versions of its mobile device applications.

c. EVCS hereby grants NOODOE a license to use the EVCS name and all EVCS trademarks in the white label mobile device applications. This license terminates with the termination of this Agreement.

d. Noodoe will provide updated versions of Android and iOS operating system APPs while still maintaining and supporting previous operating system versions of the APPs.

4.3 WARRANTY AND INDEMNITY

a. NOODOE is the developer and owner of the cloud platform and the mobile device applications (the “Software”) and warrants the Software does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party.

b. NOODOE will indemnify and hold harmless EVCS, its customers, board members, directors, officers, and employees from all damages, costs, losses, expenses (including attorneys’ fees) and other liabilities arising from or in connection with any breach of the warranty set forth in 4.3.a or any claim that the Software infringes or violates any patent, copyright, trademark, trade secret or other proprietary right of a third party.

c. NOODOE shall defend, at NOODOE’S expense, any suit or proceeding brought against EVCS or EVCS customer based on any breach of the warranty set forth in 4.3.a or any claim that the Software infringes or violates any patent, copyright, trademark, trade secret or other proprietary right of a third party. EVCS shall provide NOODOE with prompt written notice of any such claim. NOODOE agrees to pay all substantiated damages and costs awarded against EVCS with respect to any such suit, proceeding or claim.

4.4 STRIPE USE

a. Subscription to STRIPE. The Charging Stations are designed to work with STRIPE’s credit card processing services. EVCS agrees that it must open an account with STRIPE, and enter into an agreement with STRIPE to process all customer payment transactions through STRIPE.

b. Credit Card Transaction Fees. Each customer payment transaction at a NOODOE Charging Station shall be processed by STRIPE and incur a STRIPE service fee which shall be paid by EVCS.

c. Fund Transfers. NOODOE will transfer funds due to EVCS’s STRIPE account and any other payment processor account that requires NOODOE to set-up and maintain fund transfer to EVCS, by the 5th day of each month during the first 60 days of this Agreement. After the first 60 days this Agreement is effective, the fund transfer shall occur within 24 to 48 hours after the transaction.

d. Credit Card Payment System. NOODOE may change the credit card processing system at any time with a sixty-day advance notice to EVCS.

e. **Credit Card Reader.** NOODOE and EVCS may evaluate and jointly agree to integrate with other credit card processing companies. The decision to integrate additional credit card companies shall be agreed upon by the Parties in writing.

Article 5
WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY
FOR CHARGING STATIONS

5.1 Warranty. The Charging Stations are covered by the terms of NOODOE’s standard, parts-only product warranty (hereafter referred to as the “Warranty”), which expires two years from the date of installation. All applicable warranties with respect to the Charging Stations and Cloud EV OS and APPs are set forth in the Warranty, hereby incorporated by reference into this Agreement in *Appendix C*.

5.2 Warranty Extension. EVCS may purchase optional Warranty extensions. Pricing for the Warranty extension is set forth in *Appendix B*.

5.3 Warranty Exclusions. **THE WARRANTY STIPULATED HEREIN ARTICLE 5 IS SUBJECT TO CERTAIN EXCLUSIONS SET FORTH IN THE WARRANTY. EVCS ACKNOWLEDGES AND ACCEPTS THAT CERTAIN EXCLUSION PRECLUDES AND VOIDS ANY WARRANTY COVERAGE STATED HEREIN.**

5.4 Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 5, NOODOE MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF EVCS HAS NOTIFIED NOODOE OF ITS INTENDED USE OF THE PRODUCTS), AND PERFORMANCE. ROUTINE PRODUCT MAINTENANCE, SOFTWARE UPDATES, AND CALIBRATION ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. NOODOE FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY COVERAGE WHERE THE ALLEGED NONCONFORMITY IS DUE TO NORMAL WEAR AND TEAR, ALTERATION, MODIFICATION, REPAIR, ATTEMPTED REPAIR, IMPROPER USE, IMPROPER MAINTENANCE, NEGLIGENCE, ABUSE, IMPROPER STORAGE, FAILURE TO FOLLOW ANY PRODUCT INSTRUCTIONS, DAMAGE (WHETHER CAUSED BY ACCIDENT OR OTHERWISE), OR ANY OTHER IMPROPER CARE OR HANDLING OF THE PRODUCTS CAUSED BY ANYONE OTHER THAN NOODOE OR NOODOE’S EXPRESSLY AUTHORIZED DESIGNEE. THIS DOCUMENT CONTAINS THE ENTIRE WARRANTY AGREEMENT BETWEEN EVCS AND NOODOE AND SUPERSEDES ALL PRIOR WARRANTY NEGOTIATIONS, AGREEMENTS, PROMISES AND UNDERSTANDINGS BETWEEN EVCS AND NOODOE. THIS WARRANTY MAY NOT BE MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF NOODOE. THE APPLICABLE WARRANTY DOES NOT HAVE THE EFFECT OF EXCLUDING OR LIMITING EVCS’S STATUTORY RIGHTS OR

GUARANTEES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE STATUTE.

5.5 Limitation of Liability

IN NO EVENT SHALL:

- (1) NOODOE BE LIABLE TO EVCS OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT NOODOE, EVCS, OR ANY THIRD PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;**
- (2) NOODOE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO NOODOE FOR THE CHARGING STATIONS.**

5.6 SOLE REMEDY REGARDING DELIVERED CHARGING STATIONS. EVCS'S SOLE REMEDY FOR ANY BREACH BY NOODOE OF ITS OBLIGATIONS UNDER THIS AGREEMENT WILL BE LIMITED TO, AT NOODOE'S OPTION, REPAIR OR REPLACEMENT OF CHARGING STATIONS TO WHICH SUCH BREACH IS APPLICABLE, OR REFUND BY NOODOE OF THE PURCHASE PRICE OF THE CHARGING STATION(S).

5.7 INDEMNITY.

a. NOODOE is the developer and owner of the Charging Stations and warrants the Charging Stations do not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party. This warranty is in addition to the Warranty in *Appendix C*.

b. NOODOE will indemnify and hold harmless EVCS, its customers, board members, directors, officers, and employees from all damages, costs, losses, expenses (including attorneys' fees) and other liabilities arising from or in connection with any breach of the warranty set forth in 5.7.a or any claim that the Charging Stations infringe or violate any patent, copyright, trademark, trade secret or other proprietary right of a third party.

c. NOODOE shall, defend, at NOODOE'S expense, any suit or proceeding brought against EVCS or EVCS customer, board members, directors, officers, and employees based on any breach of the warranty set forth in 5.7.a or any claim that the Charging Stations infringe or violate any patent, copyright, trademark, trade secret or other proprietary right of a third party. EVCS shall provide NOODOE with prompt written notice of any such claim. NOODOE agrees to pay all

substantiated damages and costs awarded against EVCS with respect to any such suit, proceeding or claim.

d. NOODOE shall indemnify and hold EVCS harmless and its customers, board members, directors, officers, and employees from all damages, costs, losses, expenses (including attorneys' fees) and other liabilities arising from or in connection with any claim arising from a defect in the Charging Stations such as a claim for product liability causing personal and/or property damage.

e. NOODOE shall defend, at NOODOE'S expense, any suit or proceeding brought against EVCS or an EVCS customer, board members, directors, officers, and employees arising from a defect in the Charging Stations such as a claim for product liability causing personal and/or property damage. EVCS shall provide NOODOE with prompt written notice of any such claim. NOODOE agrees to pay all substantiated damages and costs awarded against EVCS with respect to any such suit, proceeding or claim.

Article 6 Insurance

6.0 Insurance. NOODOE will provide product liability insurance for the NOODOE EV Charging Stations. During calendar year 2020 the limit of the liability held by NOODOE shall be no less than \$2,000,000 for each occurrence / aggregate.

Article 7 INTELLECTUAL PROPERTY

7.1 Intellectual Property

EVCS shall not:

- (1) create derivative works or products based on the Charging Stations or the Software;
- (2) duplicate, frame, or mirror any part or content of the Charging Stations or the Software;
- (3) reverse engineer any Charging Stations or the Software;
- (4) access the Charging Stations for any improper purpose whatsoever, including, without limitation, building a competitive product or service, or duplicate any features, functions, interface, graphics, or "look and feel" of the Charging Stations;
- (5) distribute the mobile device applications beyond the rights provided in this Agreement.

7.2 Ownership of Intellectual Property

a. All rights, titles, and interests in and to any intellectual property related in any way to the Charging Stations and the Software is, and shall remain, the exclusive property of NOODOE. As used herein, the term "Intellectual Property" means all of a Party's patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces,

databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form, and all rights and forms of protection of a similar nature to any of the foregoing, or having equivalent effect, anywhere in the world in any way arising prior to or during the term of this Agreement.

b. Each party owns its own trademarks. Each party may use the other's trademarks only as specifically recited hereinabove.

Article 8 NOTICES

8.1 Notices

All notices, requests, demands, or other communications (hereafter referred collectively as "Notices") shall be issued in writing, via personal delivery or next day delivery (for example, FedEx) with a copy sent by email. Except as otherwise provided in this Agreement, Notices are effective only (a) upon receipt by the receiving Party; and (b) if the Party issuing the Notice has complied with the requirements of this Article 8. Any Notices shall be sent to the Party care of the respective contact at the address below, or to a person and contact designated by the Party:

- (1) If to NOODOE: Jennifer Chang, CEO
NOODOE INC.
9351 Irvine Boulevard, Irvine, California 92618
(626) 393-3633
jenniferchang@NOODOE.com

- (2) If to EVCS: Ian Vishnevsky, COO/CFO
EV CHARGING SOLUTIONS
11800 Clark St., Arcadia, CA 91006 310.993.7013
ianv@evchargingsolutions.com

Article 9 LEGAL

9.1 Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of California, U.S.A., notwithstanding any California or other conflict-of-law provisions to the contrary. Any dispute arising out of or in connection with this Agreement shall be heard in the courts within the State of California and the courts within the State of California shall have exclusive jurisdiction.

9.2 Attorneys' Fees. In the event any litigation arises from this Agreement, the prevailing party shall have the right to collect from the other party reasonable attorneys' fees incurred in enforcing this Agreement.

Article 10 MISCELLANEOUS

10.1 Effectiveness and Date. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto. The Effective Date of this Agreement shall be the last date this Agreement is executed either by EVCS or NOODOE.

10.2 Entire Agreement and Amendment. These terms and the attachments hereto constitute the entire agreement between the Parties with respect to the subject matter. It supersedes, and its terms govern, all prior proposals, understandings, agreements, or other communications between the Parties, oral or written, with respect to the subject matter. These terms can only be modified with the express consent of Parties or authorized representatives in writing.

10.3 Conflict of Terms. The terms of this Agreement prevail over any terms or conditions contained in any other documentation and expressly exclude any general terms and conditions contained in any purchase order or other document issued by EVCS. In the event of any conflict between the terms of this Agreement and the terms of any purchase order or any other document issued by EVCS, the terms of this Agreement shall prevail.

10.4 Severability. In the event that any provision of this Agreement shall be found to be invalid or unenforceable for any reason, such provision shall be modified or interpreted in such a manner as to make this Agreement, as modified, legal and enforceable under applicable laws, while best accomplishing the objectives of such provision.

10.5 Assignment. Neither party shall assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the other party's prior written consent. Any purported assignment or delegation in violation of this Section 10.5 shall be deemed null and void. No assignment or delegation shall relieve a party of any of its obligations under this Agreement.

10.6 Force Majeure. Neither party shall be liable for any costs, damages due to delay or nonperformance under this Agreement arising out of any cause or event beyond the party's control including, without limitation, strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of the party.

10.7 Captions. The captions of the various paragraphs and subparagraphs of this Agreement and on any attachments or exhibits hereto are for convenience of reference only and shall not affect the meaning or construction of any provision of this Agreement or any attachments or exhibits.

10.8 Counterparts and Signatures. This Agreement may be executed in counterparts and authentic signatures to this Agreement transmitted by electronic means shall be deemed to be original signatures for all purposes.

Article 11 TERMINATION

11.1 Termination.

a. Either party may terminate this Agreement by providing 180 days' notice to the other party without cause. There will be no liability except for that listed in this section.

b. This Agreement shall be automatically terminated if EVCS does not place its first order two months prior the execution of this Agreement or within three months of the execution of this Agreement pursuant to Section 2.1(2).

c. This Agreement may be terminated by EVCS at any time by EVCS providing written Termination Notice to NOODOE if NOODOE:

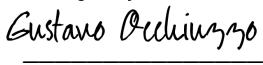
- (1) fails to deliver Charging Stations three or more times within any six month period, where failure to deliver includes delivery of Charging Stations beyond the Maximum Agreed Delivery Time and nondelivery of Charging Stations;
- (2) fails to timely provide support requested by EVCS in breach of the performance specified in Appendix E;
- (3) fails to provide regular access to the Cloud Platform, where such failure is when the Cloud Platform experiences regular limited outages or inaccessibility and/or occasional longer outages or periods of inaccessibility in breach of the Warranty in Appendix C;
- (4) fails to provide regular access to the white label version with EVCS design, logo, branding and tagline of its mobile device application for iOS and Android devices in breach of the Warranty in Appendix C.

11.2 Confidential Information. In the event of termination of this Agreement for any reason, unless otherwise directed by the other party, EVCS shall cease use of NOODOE's intellectual property and each party shall return or destroy all confidential information of the other party and certify such return or destruction if requested to do so by the other party.

11.3 Outstanding Orders. In the event this Agreement is terminated for any reason, EVCS shall be responsible for payment of purchase orders accepted by NOODOE prior to the date of termination, and NOODOE shall be responsible for fulfilling accepted purchase orders.

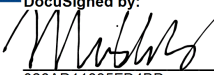
EV CHARGING SOLUTIONS, INC.

Date: 4/16/2020

DocuSigned by:

By: _____
CDAF204C96C44E5...
Gustavo Occhiuzzo
CEO

NOODOE INC.

Date: 4/16/2020

DocuSigned by:

By: _____
026AD11835FD4BD...
Jennifer Chang
CEO

Appendix A PRODUCT SPECIFICATIONS

NOODOE EV Level 2 AC Commercial Charger

Power	
Input Rating	200-240 Vac, 50Hz/60Hz, Single-phase / L, N, PE; L1, L2, PE
Output Rating	200-240 Vac, 50Hz/60Hz, Single-phase, 32A, 7.6kW maximum
Charging Plug Interface	SAE J1772 AC Level 2
Protection	Over current, Under voltage, Over voltage, Surge protection, Over temperature, Ground fault
User Interface & Management	
Cloud Service	NOODOE EV OS
LED Indicator	v
RFID Reader (User Authentication)	v
Communication	
Network Interface	Ethernet
Charging Protocol	OCPP 1.6 JSON
Mechanical & Regulation	
Protection from Dust and Water	IP55
Certificate	UL, cUL

Appendix A (Cont)

Industrial grade 4G router, with auto recovery

Interface	
LAN	2 x Ethernet port (RJ45)
Power	DC power adaptor
Network Support	
4G LTE	B2/B4/B5/B12/B13/B14
Environmental	
Operating Temperature	-22° to 158°F (-30° to 70°C)

Industrial grade Ethernet switch

Interface	
LAN	10/100 Base-Tx RJ45 ports
Power	DC power adaptor
Environmental	
Operating Temperature	-22°F ~ 158°F (-30°C ~ +70°C)

Appendix B PRICING STRUCTURE

A. Hardware / equipment

- (1) AC Level 2 charging unit: tiered pricing, with minimum order quantity of 20 units.
Tier 1: Units 100: \$690
Tier 2: Units 200: \$650

Spec: OCPP version 1.6 JSON, AC Level 2, UL certificate

Shipment: one shipment for Pick up from NOODOE Inc. office in Irvine, CA

Warranty: 2 years parts only

Insurance: Covered in the whole US

- (2) PA100 single AC charger pedestal: \$200, with minimum order quantity of 7 units.
- (3) PA200 double AC charger pedestal: \$400, with minimum order quantity of 4 units.
- (4) KA100 AC charger wall-mount kit: \$100, with minimum order quantity of 10 units.
- (5) KA000 4G Router: \$800, with minimum order quantity of 5 units.
- (6) Industrial grade Ethernet switch: \$200.

Shipping cost is excluded from the prices listed above.

B. NOODOE EV Software Fees

- (1) NOODOE EV OS license fee: \$10,000, one-time
- (2) NOODOE EV OS license maintenance fee (after the first year): \$833.33 per month
- (3) NOODOE EV App license fee: \$10,000, one-time
- (4) NOODOE EV App license maintenance fee (after the first year): \$833.33 per month
- (5) NOODOE EV OS configuration and deployment fee schedule:
 1. \$499 per site for the first 50 sites
 2. \$399 per site for sites number 51 to 100
 3. \$299 per site for sites number 101 to 150
 4. \$199 per site for all sites number 151 and above
- (6) NOODOE EV OS cloud platform fee: \$10 per charging port per month, and for chargers with two ports that cannot be connected simultaneously

Appendix B (Cont) **PRICING STRUCTURE**

NOODOE EV OS session service fee:

a. \$1.00 per Level 2 AC charging session; The session fee is shared between EVCS and NOODOE as follows: \$0.70 (i.e., 70%) is retained by NOODOE and \$0.30 (i.e., 30%) is retained by EVCS.

b. \$1.00 per Level 3 DC charging session; The session fee is shared between EVCS and NOODOE as follows: \$0.70 (i.e., 70%) is retained by NOODOE and \$0.30 (i.e., 30%) is retained by EVCS.

*If the revenue from a charging session minus the Stripe transaction processing fee is less than the service fee stated above, the NOODOE EV OS session service fee for said charging session is the remaining amount.

*NOODOE will share 30% of the session processing fee (both AC and DC) with EVCS.

C. NOODOE agrees to integrate with the following EVSE's at no additional cost to EVCS: BTCPower, Tritium, and EV Box, under the condition that the EVSE's are OCPP 1.6 JSON compliant. For future integrations, EVCS shall provide a request to NOODOE for integration, and NOODOE shall within 30 days of receipt of such request confirm it will provide the requested integration and a timeline for completion of the integration.

D. Customer support process, FAQ's, SOP's, etc. are referenced in Appendix E

Toll-free customer support service

(1) Monthly management fee: \$2,000

(2) First 100 calls each month are free. \$15 per eligible call processing fee thereafter.

(1) For the call to be eligible, it must meet the following criteria:

- a. Include a charging station ID for which support is being provided
- b. Some description of the nature of the call
- c. Operator Name and contact details
- d. User contact information: Name, phone number, e-mail address
- e. Call duration of minimum of 20 seconds
- f. Ticket ID number

(3) NOODOE EV OS shall provide 24/7/365 monitoring and alert to EVCS. In the case where the chargers are NOODOE chargers, then NOODOE EV OS may also provide automated diagnostics and automatic repair/recovery (only if the chargers are NOODOE chargers).

(4) NOODOE shall provide a call tracking system and make it accessible by EVCS

(5) NOODOE shall provide system to track tickets that need resolving and make it accessible by EVCS

(6) NOODOE shall provide EVCS access to NOODOE's customer service admin panel

E. Engineering Services

NOODOE shall provide engineering services at \$120 per person-hour for additional software customization work requested by EVCS. EVCS shall provide a request to NOODOE for additional software customization, and NOODOE shall within 30 days of receipt of such request confirm it will provide the requested integration and a timeline for completion of the additional software customization.

F. Optional warranty extension

\$49 per charger per year

G. U.S. Dollars is the only designated currency.

Appendix C PRODUCT AND SOFTWARE WARRANTY

Each Charging Station is warranted by NOODOE against manufacturing defects in materials or workmanship for the **limited warranty period of: Two (2) years, parts only.**

This limited warranty is valid only on Charging Stations that have been installed, operated, and maintained according to the instructions furnished with the product.

Replacement parts are warranted for the remaining portion of the original warranty or ninety (90) days, whichever is longer. All replaced parts are the property of NOODOE and must be returned to NOODOE.

This limited warranty covers manufacturing defects in materials or workmanship encountered in normal use of this product and shall not cover the following:

- Damage that occurs in uses for which this product was not intended.
- Damage caused by unauthorized modification or alteration of the product.
- Product where the original station ID has been removed, defaced, changed in any way, cosmetic damage including dents, chips, and other damage to the product's finishes.
- Damage caused by abuse, misuse, accident, fire, floods, or other acts of nature or God.
- Damage caused by the use of equipment, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by NOODOE.
- Damage caused by incorrect electrical line current, voltage, fluctuations and surges.
- Damage caused by failure to operate and maintain the product according to instructions.

The cost of parts replacement under the above excluded circumstances shall be the customer's responsibility.

The Cloud EV OS and APPs are warranted by NOODOE to be upgraded as required in order to keep up with iOS and Android upgrades and updates. NOODOE also warrants that the uptime of EV OS and APPs is maintained at or above the industry standard to ensure uninterrupted functionality of the NOODOE network. NOODOE may make the Cloud EV OS inaccessible for periods of scheduled maintenance. NOODOE warrants that the Cloud EV OS Platform shall not experience regular limited outages or inaccessibility and shall not experience occasional longer outages or periods of inaccessibility. Similarly, NOODOE warrants that the white label mobile applications shall be generally available for download and shall not be unavailable or otherwise inaccessible for any regular limited periods and shall not be unavailable or otherwise inaccessible for occasional longer outages other than for updates or transitions to new versions.

These warranty provisions shall be in force throughout the term of the Agreement.

The statements above are only applicable in the United States.

Appendix D

APP DESIGN SCOPE OF WORK

1. Modify software to incorporate co-branding into the APPs
2. Publish the APPs on Apple App Store and Google Play Store
3. Ensure the APPs keeps up with iOS and Android updates and continues to support earlier IOS and Android operating system versions.
4. Incorporate co-branding into the EVCS version of the management console
5. Develop additional software to calculate and process EVCS revenue share
6. Perform end-to-end functional verification

Appendix E

CUSTOMER SUPPORT PROCESS, FAQ's AND SOP's

Initial greetings

Agent - Good morning/afternoon/evening, this is {agent name} from Noodoe, are you calling for assistance with one of our chargers?

(In most cases, it should be yes, unless it's a wrong number called)

Must-have info for agent to get from customer:

- Name
- Phone number (in case the call drops, or when follow-up is needed)
- Charger station ID (beside the charger screen)

Nice-to-have info if possible:

- Site location (e.g., hotel name, or parking lot)

FAQ - Frequently asked questions

IF the customer's question is NOT included here, please forward the call to Noodoe.

Q: How can I start charging? / What's the pricing?

A: You need to use your smartphone to scan the QR code on the charger to get started.

If you're using an iPhone, simply point your camera app at the QR code, and tap the notification prompt to launch the Noodoe EV mobile portal.

If you're using an Android phone, you need to use a QR code scanner app to scan the QR code. If you don't have a QR code scanner app, please download the Noodoe app. After scanning the QR code, please tap the notification prompt to launch the Noodoe EV mobile portal.

In the Noodoe EV mobile portal, you'll see the pricing information of the charging station. You could also follow the on-screen instructions to initiate the charging session.

Q: Why did I get a notification from my bank that my credit card has been charged \$50?

A: If you choose to use Apple Pay (on iPhone) or Google Pay (on Android phone) as the payment method for the charging session, a temporary \$50 pre-authorization fee is collected at the initial stage of the charging session, to make sure the account is valid.

Once the charging session completes, only the final charging session fee is collected, and the \$50 pre-authorization fee is reversed back to the credit card immediately. But depending on bank processing time, it could take up 7 days for the amount to be credited back to the credit card account.

Appendix E (Cont.)

Q: The charger screen shows “Not in Service” (or the Noodoe startup splash screen, anything that is NOT a QR code)

A:

If there's no screen on the charger -

There's a problem with the power supply to the charging station. Thanks for letting us know, we're reaching out to the site's maintenance team. Please also let the site staff know about it if you have contact with them.

If the charger screen shows “Not in Service” -

There's a network connection issue to the charging station. Thanks for letting us know, we're reaching out to the site's maintenance team. Please also let the site staff know about it if you have contact with them.

If the charger shows an error code -

Something's wrong with the charging station. Thanks for letting us know, we're reaching out to the site's maintenance team. Please also let the site staff know about it if you have contact with them.

If the charger shows anything else other than a QR code -

Something's wrong with the charging station. Thanks for letting us know, we're reaching out to the site's maintenance team. Please also let the site staff know about it if you have contact with them.

Appendix E (Cont.)

Category	Question	Info Needed	Answer / Recommended Action(s) / What To Do	Note
General	Do I have to be a member to use Noodoe EV?	-	Membership is not required. Anyone can charge at a Noodoe EV charger. Charging sessions can be initiated by scanning the QR code on the Noodoe EV charger and following the instructions on your phone. You can also use the Noodoe app. As a Noodoe app registered user, you can bind a credit card to your Noodoe app user account, to make charging payments easier. You can also check your charging and billing history in the Noodoe app.	
General	How do I start a charging session on Noodoe EV?	-	Charging sessions can be initiated by scanning the QR code on the Noodoe EV charger and following the instructions on your phone. If you're using an iPhone, launch the Camera app and point at the QR code, a Safari browser notification will pop at top of screen. Tap on the notification to launch the Noodoe EV mobile portal, and follow the on-screen instructions to start a charging session. If you're using an Android phone, you need to have a QR code scanner app. If you don't have one, you can download the Noodoe app from the Google Play Store. Scan the QR code on the Noodoe EV charger, launch the Noodoe EV mobile portal and follow the on-screen instructions to start a charging session.	
General	Which type of electric cars is Noodoe EV compatible with?		Noodoe EV W1000/S1000/S2000 is equipped with the GAE J1772 connector, which is compatible for all EVs in US. For Tesla, an adaptor is needed, and is bundled for free with the vehicle.	
General	Does Noodoe EV work with Tesla model cars?		Yes, Tesla EVs can be charged with the Noodoe EV by using the Tesla GAE J1772 Charging Adapter that comes with the car.	
General	How much does it cost to use a Noodoe EV charging station?		Pricing is set by site managers. You can scan the QR code to review pricing information before initiating a charging session.	
Charger	Why does the EV Charging screen display "Not in service"?	1. Station ID 2. Site location (what hotel, or what parking lot)	There's a network connection issue to the charging station. Thanks for letting us know, we're reaching out to the site's maintenance team. Please also let the site staff know about it if you have contact with them.	
Charger	After a charging session completion, how long does it take for the charger screen to display the QR Code?	-	60 seconds	
Charger	How do I end a charging session?		A charging session ends when you unplug the connector from your car, and put it back to the holster. You will get the session summary information on your phone.	
App	Does the session fee include tax?	-	Tax is included in the session fee charged.	
App	Why can't I download Noodoe app? Why can't I find the Noodoe app on Google Play or App Store?	-	Please check the following: 1. Please make sure you have a valid network connection. 2. Please make sure the OS version of your phone is Android 5.0 and above, or iOS 11 and above.	
App	How do I know if the battery of my EV is fully charged?	-	While initiating a charging session, you will be prompted to enter a mobile number for notification purposes. Noodoe EV OS will send a notification when the energy transfer to your EV stops.	
App	Is there a way to view my charging session history?		1. For charging session initiation without the Noodoe app, you will get a text message with a link to the charging session info. 2. If you've already downloaded the Noodoe app, you can go to Profile -> Charging History to see your charging session history.	
App	How can I pay for charging?		You can use your favorite credit card, or Apple Pay / Google Pay for payment. Note that if you choose to use Apple Pay (on iPhone) or Google Pay (on Android phone) as the payment method for the charging session, a temporary \$50 pre-authorization fee is collected at the initial stage of the charging session, to make sure the account is valid. Once the charging session completes, only the final charging session fee is collected, and the \$50 pre-authorization fee is reversed back to the credit card immediately. But depending on bank processing time, it could take up 7 days for the amount to be credited back to the credit card account.	
App	What kind of charging notifications will I receive on my phone?		You will receive notifications for the three scenarios below: 1. When the charging session begins. 2. When the energy transfer stops. 3. When the charging session ends, i.e., the connector has been removed from the vehicle. The notifications mentioned above would be sent via text messages if you're not using the Noodoe app.	
App	How do I download my EV charging session receipt?		1. If you're using the Noodoe app, go to Charging History to see all your previous charging sessions. Click on "View Details" to session detailed info, and "View Receipt" to view/download the session fee receipt. 2. If you didn't use the Noodoe app, please click on the session info link you received via text message, click "Send Me Receipt" to get the session fee receipt.	
App	I forgot the app password.		Tap "Forgot Your Password?" in the Noodoe App sign-in page to reset your password.	
App	How to change login with a different account in the Noodoe App?		1. Noodoe App > Profile > Account > Log out 2. Log in using a different account.	