

ChargerGoGo Advertiser Terms and Conditions

1. Agreement. This ChargerGoGo Advertising Terms and Conditions (“Agreement”) contains the parties’ full and complete agreement and understanding with respect to the relationship between Advertiser and ChargerGoGo and shall govern all Advertising Agreements and purchase orders of Advertiser. You understand and agree that either by executing an Advertising Agreement or by otherwise obtaining Advertising Services (as defined below) from ChargerGoGo, You accept and are bound by the terms and conditions of this Agreement. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Advertising Agreement.

2. Payments, Extensions and Cancellation.

a. Each Advertising Agreement is noncancellable during its initial Campaign Term. The Ad Fee is payable the date Advertiser signs the Advertising Agreement. If the Advertising Fee is not paid in full when the Advertising Agreement is signed, it is payable monthly in advance, beginning on the date stated in the Advertising Agreement. Account Holder authorizes ChargerGoGo to charge Account Holder’s credit/debit card or debit the authorized bank account for the full amount of the Ad Production Fee and initial Advertising Fee payment when ChargerGoGo accepts the Advertising Agreement and for the remainder of the Advertising Fee monthly as stated in the Advertising Agreement, or in full upon ChargerGoGo acceptance of the Advertising Agreement if Advertiser has elected to prepay the full amount of the Advertising Fee.

b. When ChargerGoGo accepts the Advertising Agreement, ChargerGoGo will send You portal setup instructions to Your Designated E-mail Address. You will use the customer portal (“Your Portal”) for communication and notifications regarding Advertiser’s artwork and account.

c. If Your Initial Term is 6 months or longer and You have elected to prepay the full amount due for the Campaign Term, the total Advertising Fee payable for the Campaign Term will be reduced by 15%. If You elect to prepay the full amount, You authorize ChargerGoGo to charge Your credit/debit card or debit Your authorized bank account for the full amount due for the Campaign Term upon ChargerGoGo acceptance of the Advertising Agreement.

d. After the Campaign Term, unless You notify ChargerGoGo at least 45 days prior to the end of the Campaign Term that You elect not to extend the Campaign Term, Your Advertising Agreement becomes a month-to-month agreement that You may cancel anytime by logging into the advertising portal and following the cancellation prompts. Your monthly rate will be the same monthly rate You paid during the Campaign Term (without the “paid in full” discount). Your cancellation will be effective as of the end of the billing cycle which begins after Your cancellation request is received by ChargerGoGo (the “Cancellation Date”).

e. After the initial Campaign Term, You may notify ChargerGoGo that You elect to extend the Campaign Term by one or more successive consecutive renewal terms, each of which will be for the same number of months as Your initial Campaign Term (each a “Renewal Term”). If You elect to extend Your Campaign Term, this Agreement is noncancellable during each Renewal Term. If You elect to prepay, Your monthly rate will be the same monthly rate You paid during the Initial Term (including any applicable prepayment credit). If You elect to prepay the full amount for a renewal term, You will notify ChargerGoGo of Your election in which event You

authorize ChargerGoGo to charge Your credit/debit card for the full amount due for such renewal term on the commencement date of such renewal term.

f. You acknowledge that You are aware that ChargerGoGo has expended and incurred significant resources and expenses in connection with the procurement of this Agreement, including, without limitation, the payment by ChargerGoGo of venue fees and commissions and similar fees. Accordingly, You agree not to challenge any payment made hereunder, whether by credit card, check or ACH, except in the case of a material breach of this Agreement by ChargerGoGo which is not cured within thirty (30) days after written notice thereof is provided to ChargerGoGo at its principal executive office.

3. Definitions. “Effective Date” means the date the Advertising Agreement is signed by an authorized signatory of ChargerGoGo. “Campaign End Date” means the date ChargerGoGo has performed its obligations pursuant to the Advertising Agreement or such earlier date as provided in Section 13. The “Network” means the network of charging station displays(each, a “Display”) operated and managed by ChargerGoGo, its partners, resellers, or designees. “Advertising Content” means the artwork, text, graphics and media files, in such format as ChargerGoGo may designate from time to time, that You supply to ChargerGoGo for publication on certain Displays in the Network. “Advertising Services” means ChargerGoGo incorporation, display and publication of Your Advertising Content on certain Displays in the Network, in the manner and for the time period(s) set forth in the Advertising Agreement. “Digital Display” means a Display which displays Advertising Content, usually from multiple advertisers in a fixed rotation, each for a pre-determined percent of each rotation (“Slot”), upon which Your Advertising Content is displayed during one or more Slots as specified in Your Advertising Agreement. Unless expressly set forth to the contrary in the Advertising Agreement, the Advertising Services do not include any guaranteed number of impressions, sales, leads generated, or leads closed.

4. Advertising Services. Subject to Your compliance with this Agreement and payment of all applicable fees, ChargerGoGo will perform the Advertising Services during the term of the Advertising Agreement, in the manner set forth in the Advertising Agreement. You hereby grant to ChargerGoGo a royalty-free, worldwide, non-exclusive license to use, perform, distribute, display, transmit, modify, and reproduce the Advertising Content as reasonably required to enable ChargerGoGo to perform the Advertising Services. Without limiting the foregoing, You understand and agree as follows: (i) that the Network utilizes a variety of sizes for Advertising Content, and that ChargerGoGo will have the right to size Advertising Content as it sees fit, unless otherwise specifically set forth to the contrary in the Advertising Agreement; (ii) that ChargerGoGo will have the right (but not the obligation) to re-size Advertising Content to fit Displays of different sizes; (iii) that the process of affixing “skins” to Displays is an imperfect process, and that ChargerGoGo will therefore not be responsible or liable to You for imperfect applications; and (iv) that ChargerGoGo may reduce the quantity of actual Network locations for the Advertising Content while increasing the number of Displays on which the Advertising Content is displayed, so long as the total number of Displays contracted for in the Advertising Agreement is met.

5. Interest. All fees payable under this Agreement are net amounts and are payable in full, without deductions for any sales, use, excise, value-added, withholding or similar taxes or duties that may be applicable. You will be responsible for, and will promptly pay, all taxes and duties of any kind associated with this Agreement, except for taxes based on ChargerGoGo net income. ChargerGoGo may, without prejudice to any other rights or remedies, at its option, charge You interest on any past due payments at one and one half (1.5%) percent per month, calculated in US dollars, or the maximum rate permitted by law, whichever is less, and to additionally charge all expenses of recovery.

6. Advertising Submission. You will deliver the Advertising Content to ChargerGoGo at least fifteen (15) days prior to the scheduled date of first publication of the Advertising Content on the Network (the "Submission Deadline"). Any changes You wish to make to the Advertising Content must be made by You prior to the Submission Deadline. You will ensure that Your Advertising Content complies with any creative requirements or other specifications set forth in the Advertising Agreement. In the event that You fail to provide the Advertising Content as required under this Section or if ChargerGoGo or Your selected Venue delays approval or does not approve your Advertising Content: (i) ChargerGoGo shall not be liable to You or any third party for any delay or failure in the performance of the Advertising Services; and (ii) to the extent that ChargerGoGo is required to expend time, effort, or resources in order to complete or finalize the Advertising Content, You agree to reimburse ChargerGoGo for such costs, as invoiced to You on a time and materials basis.

7. Limitations. Advertising Content may not contain, advertise, or otherwise be related to content that: (i) is obscene, defamatory, offensive, libelous, slanderous, untrue, profane, indecent, or unlawful; (ii) infringes or misappropriates the intellectual property rights of any third party anywhere in the world; (iii) amounts to an unfair trade practice or misrepresentation, (iv) constitutes an investment advertisement within the meaning of the Financial Services Act 1986; (v) contains computer viruses, worms, Trojan horses, spyware, or the like; (vi) does not comply with all applicable rules, regulations, laws and industry codes of conduct (including, without limitation, codes under the general supervision of the American Association of Advertising); (vii) is competitive with ChargerGoGo or its location partners' products or services; or (viii) promotes gambling, contraband, narcotics, pharmaceuticals, firearms, alcohol, tobacco, financial services, legal services or any other product or activity in a manner that is illegal, or which would subject ChargerGoGo to regulation, regulatory oversight or penalty in any jurisdiction. ChargerGoGo may, but is under no obligation to, review the Advertising Content, and may edit, remove, or refuse to make the Advertising Content available on the Network, in whole or in part and without the requirement of notice, if ChargerGoGo determines, in its sole discretion, either that (1) the Advertising Content violates any of the foregoing limitations or (2) the owner(s) of the location(s) where one or more Displays reside may object to or refuse to authorize the placement of the Advertising Content in that location. In the event ChargerGoGo rejects Your Advertising Content in accordance with the foregoing sentence, You can re-submit new Advertising Content at any time up to the creative submission deadline. If the Ad Submission Deadline has passed, ChargerGoGo will use commercially reasonable efforts to coordinate an extension of the Ad Submission Deadline in order to

accommodate You. If this is not possible, You may re-book substitute advertising of the same value within six (6) months, provided ChargerGoGo has advertising space available that has not already booked. ChargerGoGo will place Your Advertising Content on Displays (and on Networks) that are available at the time that Your campaign is running. If, for any reason, the number of available Displays/Networks is not sufficient to complete Your campaign within the time allotted, ChargerGoGo may, at its discretion, do one or more of the following: (i) extend the campaign until the campaign is complete; (ii) substitute similar Network(s) for the Network(s) stated in the Advertising Agreement, as permitted in Section 2, above; or (iii) end the campaign at the designated time, and provide You with a pro-rata refund for any portion of the Advertising Services which were not performed. You acknowledge and agree that ChargerGoGo exercise of any of its rights under this Section shall not constitute a breach of this Agreement, or otherwise entitle You to any legal or equitable remedy (including any credits or refunds, except as otherwise expressly defined herein).

8. Intellectual Property. As between You and ChargerGoGo: (i) You own and retain all right, title and interest in and to the Advertising Content, and all intellectual property rights therein; and (ii) ChargerGoGo owns and retains all right, title and interest in and to the Network, and all intellectual property rights therein.

9. Your Warranties. You represent and warrant that: (i) You have full corporate rights, power, and authority to enter into this Agreement, execute the Advertising Agreement, grant the rights and licenses that You purport to grant to ChargerGoGo hereunder, and to perform all acts required of You hereunder; (ii) You own or have obtained all rights, title, and licenses (including, without limitation, all necessary third party permissions and consents) necessary to provide the Advertising Content to ChargerGoGo, and to enable ChargerGoGo to perform the Advertising Services without the requirement of paying any additional fees, royalties, or compensation to any third party; (iii) Your Advertising Content complies with all applicable laws, rules, and regulations; (iv) Your Advertising Content does not and will not violate the terms of Section 7, above, (v) Your advertising and communications related thereto will in all respects comply with all laws, rules and regulations applicable to texting and SMS communications, including but not limited to the Telephone Consumer Protection Act (TCPA) and federal, state and local privacy laws. You acknowledge and agree that, as between You and ChargerGoGo, You will be solely responsible for the products or services You are advertising via this Agreement, and that ChargerGoGo will have no liability with respect thereto.

10. ChargerGoGo Warranties; Disclaimer. ChargerGoGo represents and warrants to You that ChargerGoGo has full corporate rights, power, and authority to enter into this Agreement, execute the Advertising Agreement, and to perform all acts required of it hereunder. THIS LIMITED WARRANTY IS IN LIEU OF, AND CHARGERGOGO EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES AND CONDITIONS WITH RESPECT TO THIS AGREEMENT, THE ADVERTISING AGREEMENT AND THE ADVERTISING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF

DEALING OR USAGE OF TRADE. CHARGERGOGO MAKES NO GUARANTEES CONCERNING THE ULTIMATE VALUE TO YOU OF THE ADVERTISING SERVICES.

11. Limitation of Liability. CHARGERGOGO TOTAL LIABILITY TO YOU, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO CHARGERGOGO BY YOU PURSUANT TO THE ADVERTISING AGREEMENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL CHARGERGOGO BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) RELATED TO THIS AGREEMENT OR THE USE OR QUALITY OF THE ADVERTISING SERVICES, OR FOR THE COST OF PROCURING SUBSTITUTE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CHARGERGOGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

12. Indemnification. ChargerGoGo agrees to indemnify, defend, and hold You harmless from and against any and all claims, proceedings, demands, damages, costs, expenses, or losses (including, without limitation, court costs and attorneys' fees) arising out of or in connection with: (i) ChargerGoGo material breach of this Agreement and (ii) its Network. You agree to indemnify, defend, and hold harmless ChargerGoGo from and against any and all claims, proceedings, demands, damages, costs, expenses, or losses (including, without limitation, court costs and attorneys' fees) arising out of or in connection with: (i) Your breach of this Agreement (including, without limitation, Your warranties in Section 9); (ii) Your Advertising Content and its compliance with TCPA and applicable privacy laws; (iii) the display of Your Advertising Content on the Network; (iv) the products or services which are the subject of the Advertising Content (including, without limitation, any warranty, product liability, claims of misrepresentation or false advertising, personal injury, property damage, or other damages or losses which are based upon or arise out of such products or services); (v) non-payment, late payment, check provided with insufficient funds for coverage, or challenge of a credit card payment; (vi) any other act or omission by or on behalf of Advertiser or its affiliates; and (vii) any and all claims, actions, suits, proceedings, demands, assessments, judgments, settlements, costs and expenses incidental to any of the foregoing, including, without limitation, claims based on violation of a third party's intellectual property rights. The indemnity obligations of Advertiser shall survive the termination or expiration of this Agreement.

13. Term and Termination. The term of this Agreement shall begin on the Effective Date, and unless earlier terminated pursuant to this Section, shall automatically continue pursuant to Section 2. Either party may terminate this Agreement and the Advertising Agreement if the other party breaches any material term or condition hereof and the breaching party cannot or fails to cure such breach within thirty (30) days following written notice to such party. Upon the expiration or termination of this Agreement or the Advertising Agreement: (i) all amounts You owe to ChargerGoGo which have not yet been paid will become immediately due and payable; (ii) ChargerGoGo obligation to perform the Advertising Services will immediately expire; (iii) ChargerGoGo will promptly remove Your Advertising Content from the Network; and (iv) You will return and make no further use of any Confidential Information. For the sake of clarity, You

understand and agree that if You terminate (or attempt to terminate) this Agreement or the Advertising Agreement for any reason other than for ChargerGoGo breach, You will still owe to ChargerGoGo all fees set forth in the Advertising Agreement, and all such fees will become immediately due and payable, even if the Advertising Services associated with such fees have not yet been performed. The rights and obligations of the parties under Sections 5 through 15 will survive the expiration or termination of this Agreement or the Advertising Agreement for any reason. ChargerGoGo shall have the right to terminate this Agreement without liability of any kind to Advertiser and to retain all funds previously paid to it hereunder and collect all funds owed to it hereunder with respect to the then-current term of this Agreement in the event of a breach of this Agreement by the Advertiser, including, without limitation, any non-payment of funds when due, check provided with insufficient funds for coverage or challenge of a credit card payment, which is not cured within ten (10) days after written notice thereof is provided to the Advertiser. The rights and remedies of ChargerGoGo hereunder are cumulative and in addition to all other rights and remedies available to ChargerGoGo at law or in equity.

14. Confidential Information. For the purposes of this Agreement, “Confidential Information” means any non-public business or technical information, including, without limitation, information relating to business processes, operations, product and services plans, costs, prices, marketing plans, business opportunities, personnel, research, development or know-how, which: due to the nature of the information, a person exercising reasonable business judgment would understand such information to be confidential or proprietary. The terms of the Advertising Agreement are ChargerGoGo Confidential Information. You agree that You will not use the ChargerGoGo Confidential Information except for the purposes of performing Your obligations and exercising Your rights under this Agreement and will not disclose such ChargerGoGo Confidential Information to any third party. Notwithstanding the foregoing, either party may disclose the Confidential Information to its trustees, directors, officers, employees, legal counsel, advisers and agents (together “Representatives”) to the extent reasonably required for the purposes of performing Your obligations and exercising Your rights under this Agreement; provided, however, that each such Representative must be subject to binding use and nondisclosure restrictions at least as protective as those set forth herein, and that each party remain responsible for the acts and omissions of its Representatives under this Section. Each Party shall use commercially reasonable efforts to maintain the confidentiality of the Confidential Information in its possession or control, which efforts will in no event be less than the efforts that each Party ordinarily uses to protect its own confidential information of similar nature and importance. You acknowledge that reports generated as a result of ChargerGoGo performance of the Advertising Services may be used, displayed, and distributed by ChargerGoGo in any manner it deems appropriate, in ChargerGoGo sole discretion, provided that Your Advertising Content and legal name will not be associated with such data.

15. Nondisparagement. Each party agrees not to make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other party. In the event of any breach or threatened breach of this Section 15, each party will be entitled to seek monetary damages and/or equitable relief, including an injunction or specific performance (without posting any

bond and without proof of actual damages), in addition to all other remedies hereunder, at law or in equity. Notwithstanding the foregoing, nothing in this Agreement shall preclude either party from making truthful statements that are required by applicable law, regulation or legal process.

16. No Cancellation. This Agreement may not be canceled by Advertiser during the initial Campaign Term or a Renewal Term and, except as expressly provided herein, amounts paid by Advertiser, including, without limitations, Ad Production Fees or charges, are not refundable, in whole or in part, in each case, for any reason. Without limiting the generality of the preceding sentence, this Agreement may not be canceled by Advertiser and, except as expressly provided herein. Amounts paid by Advertiser are not refundable, in whole or in part, as a result of or in connection with the location of the kiosk within the venue, whether or not there are always wipes stocked in the kiosk, including the direction it faces (both of which will be determined by ChargerGoGo in its sole discretion), the timing of installation, actions, taken or omitted to be taken by venue owners, venue patrons or other third parties (including, without limitation, with respect to the maintenance or stocking of the kiosk), any failure by the Advertiser to comply with its obligations hereunder (including, without limitation, with respect to its obligations to timely provide Advertising Content or other art, graphics or information) and actions taken by or on behalf of ChargerGoGo as a result of such non-compliance, sales or other leads generated by the advertisements not meeting Advertiser's expectations, the Advertiser not receiving or maintaining a copy of the Agreement following its execution hereof, or the Advertiser's desire to cancel this Agreement for any other reason.

17. Advertising Content. Advertiser agrees to provide Advertising Content (or any necessary logos, images and verbiage for ChargerGoGo to produce said Advertising Content) to ChargerGoGo within two (2) weeks of the date of this Agreement, and ChargerGoGo shall submit Advertising Content proof for Advertiser approval. Advertiser agrees to return proof approval, or any request for changes, to ChargerGoGo within five (5) business days of receipt of proof. Advertiser is limited to one corrected Advertising Content proof, with additional ad copy changes billable at \$50 per change. If Advertiser fails to provide Advertising Content, or return proof approval or request for changes, within the applicable time frames set forth above, ChargerGoGo is hereby authorized, in ChargerGoGo sole discretion, to use submitted proof, if any, as approved Advertising Content for publication and insertion or substitute a generic advertisement of ChargerGoGo choice listing Advertiser as the sponsor, in lieu of custom advertisement. Advertiser will be required to pay ChargerGoGo an additional production fee of \$250 to replace any advertisement placed by Advertiser pursuant to the preceding sentence with a new advertisement provided by Advertiser in accordance with the procedures described above. Advertiser understands and agrees that because of differences in equipment, paper, inks and other conditions between color proofing and production operations, a reasonable variation in color between proofs and the final advertisement published and inserted is to be expected and is hereby considered acceptable by Advertiser. ChargerGoGo reserves the right to make modifications to Advertiser's ad copy in order to meet the approval of Venue partner.

18. Force Majeure. ChargerGoGo shall not be liable for failure to perform under this Agreement if due to any labor disputes, strikes, war, fire, flood, accident, materials, pandemic, epidemic, loss of a venue from its advertising Network, or other shortages, or any act of God or other conditions or circumstances beyond ChargerGoGo control. In such case, ChargerGoGo may, in its sole discretion, extend the time for performance, substitute other similar venues, or credit pro rata amount to the Advertiser (provided, however, that any production fee or charge, whether paid at contract signing or otherwise, shall not be subject to such credit or taken into account for purposes of determining the amount of the pro rata credit).

19. Competitive Advertising. Advertiser understands and agrees that ChargerGoGo may provide advertising space to businesses that are competitive to Advertiser (“competitive advertising”), and that such competitive advertising may be in the same venue, provided, however that no Advertising for competitors (for example, 2 realtors) shall be placed on the same kiosk simultaneously.

20. Supplemental Digital Terms.

- a. These Supplemental Digital Terms apply to all of Your Advertising Content which is displayed on ChargerGoGo Digital Displays. The ChargerGoGo Advertising Terms and Conditions, shall govern Your relationship with ChargerGoGo.
- b. Each Digital Display utilizes 10 Slots which means that if Your Advertising Content is displayed in one Slot, it will be displayed approximately 1/10 of the total operating hours of the Digital Display.
- c. ChargerGoGo may store Your Advertising Content (i) for ChargerGoGo reporting purposes; (ii) for purposes of ChargerGoGo’s rights and obligations herein; (iii) to perform its obligations herein; and (iv) if required by court order, law or governmental or regulatory agency.
- d. ChargerGoGo’s ability to provide the Advertising Services may be impaired by conditions or circumstances that are beyond our control, including, without limitation third party service providers, geographic or atmospheric conditions, local physical obstructions, software and hardware features, operating system and the number of other users logging onto the server and/or Network at the same time. ChargerGoGo will take reasonable actions to minimize the disruption caused by such circumstances, but You acknowledge, agree and accept that some such interruptions may not be avoidable. Any of Your Advertising Content which does not display as and when scheduled will be displayed at the same or equivalent venue within thirty (30) days after the end of any such disruption.
- e. ChargerGoGo uses industry standard security measures to protect against the loss, misuse and alteration of the information, data, and/or content handled by our Network. However, You acknowledge and agree that we cannot guarantee complete security of such information, data, and/or content or that our security measures will prevent hacks, worms, bugs, trojans or such other similar devices that may allow access to or unauthorized viewing of such information, data, and/or content.
- f. ChargerGoGo reserves the right to make changes to the Network or part thereof, from time to time at our sole discretion, and we may from time-to-time update, add, remove, modify and/or vary any features or functionalities of the Network.

g. You acknowledge that the Network does not verify the rights and restrictions applicable to Your Advertising Content. Where You do not own Your Advertising Content, You are solely responsible for checking the relevant license rights and restrictions applicable to such Advertising Content. Your indemnification obligations as set forth in Section 12 hereof shall apply to all of Your Advertising Content.

h. In the event that there is a change in the United States Data Protection Laws or those of any state that ChargerGoGo determines would require changes in its Advertising Services in order to comply with Data Protection Laws, ChargerGoGo reserves the right to make such changes to the Advertising Services and to amend any part of this Agreement as it deems reasonably necessary to ensure that ChargerGoGo is able to provide the Services in accordance with applicable Data Protection Laws.

21. Governing Law; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada excluding its conflicts of law rules and principals. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the performance hereof, shall be submitted to, and determined by, arbitration if good faith negotiations among the Parties, if any, do not resolve such claim, dispute or other matter. Such arbitration shall proceed in accordance with the then-current rules for arbitration established by Judicial Arbitration Mediation Services, Inc. (“JAMS”), unless the Parties mutually agree otherwise, and pursuant to the following procedures: (a) each Party shall appoint an arbitrator from the JAMS panel of retired judges, and those party-appointed arbitrators shall appoint a third arbitrator from the JAMS panel of retired judges within ten (10) days; if the party-appointed arbitrators fail to appoint a third arbitrator within the ten (10) days, such third arbitrator shall be appointed by JAMS in accordance with its rules; (b) reasonable discovery shall be allowed in arbitration; (c) all proceedings before the arbitrators shall be held in Las Vegas, Nevada; (d) the award rendered by the arbitrators shall be final and binding, and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof; (e) the award rendered by the arbitrators shall include (i) a provision that the prevailing party in such arbitration recover its costs relating to the arbitration and reasonable attorneys’ fees from the other party, (ii) the amount of such costs and fees, and (iii) an order that the losing party pay the fees and expenses of the arbitrators, to the extent permissible under applicable law. The arbitrator shall by the agreement of the Parties expressly be prohibited from awarding punitive or special damages in connection with any claim being resolved by arbitration hereunder. EACH PARTY EXPRESSLY AND IRREVOCABLY AGREES THAT ARBITRATION AS PROVIDED IN THIS SECTION 21 IS THE EXCLUSIVE DISPUTE RESOLUTION PROCESS IN ANY ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT AND WAIVES ANY RIGHT TO ANY OTHER DISPUTE RESOLUTION PROCESS, INCLUDING BUT NOT LIMITED TO: i) TRIAL BY JURY, ii) THE RIGHT TO LITIGATE IN COURT OR IN AN ARBITRATION PROCEEDING ANY DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR iii) TO ACT AS A PRIVATE ATTORNEY GENERAL. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

22. Additional Services. From time to time, ChargerGoGo may, in its discretion, offer to provide Advertiser with additional services (collectively, “Other Services”), which Other Services

may include, without limitation, services related to “Online Listings Management,” review monitoring, analytics, social media management, social media advertising, other online advertising, and other similar services. To the extent any Other Services are offered to, and accepted by, Advertiser, the terms and provisions of such Other Services, including, without limitation, the term of the agreement pertaining to such Other Services, shall be the same as those set forth in this Agreement, unless the parties enter into a written addendum or separate agreement governing the Other Services (an “Other Services Contract”) and provided that, in any event, the price, if any, to be paid for the Other Services shall be mutually agreed to by the parties. Subject to the terms and conditions of any applicable Other Services Contract, ChargerGoGo may, in its sole discretion and without any liability to Advertiser or any other person, terminate or suspend its provision of the Other Services and withhold delivery of materials when this Agreement expires or terminates or in the event of any late payment, non-payment or any other breach of this Agreement by Advertiser. Additionally, ChargerGoGo shall not be liable for any delays or non-performance with respect to its obligations under this Agreement or with respect to any Other Services if such delay or non-performance is caused by activities or factors beyond its reasonable control, including, without limitation, delays and non-performance caused by viruses, denial of service, other acts or omissions (including failures to timely or adequately perform) by Internet service providers, Advertiser (including failure by Advertiser to timely furnish information or approve or disapprove work), ChargerGoGo contractors or other third parties, strikes, lockouts, work slowdowns or stoppages, accidents, terrorism, fires, natural disasters and other acts of God.

23. Miscellaneous. You may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without ChargerGoGo prior written consent, and any attempt by You to do so without such consent shall be void and of no effect. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Neither party will be liable for any failure or delay in performance caused by reasons beyond its reasonable control, and any such failure or delay will not constitute a breach of this Agreement. The parties are independent contractors, and nothing in this Agreement shall create, or be deemed to create, any type or partnership, joint venture, or employer/employee relationship between the parties. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and that other provisions will remain in full force and effect. This Agreement (including the attached Advertising Agreement) is the complete understanding between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter. Any terms or conditions contained in Your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement and the attached Advertising Agreement are hereby rejected by ChargerGoGo and will be deemed null and of no effect.