



BREEV

CAPACITY (kW) PURCHASE TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The BREEV Platform encompasses a range of services and channels, including but not limited to, our website at <https://www.breev.africa>, our WhatsApp channel (+27605735694), and our social media accounts (listed separately). It also features an electronic ESCROW service provided by Tradesafe, as well as charge point operator services and platforms offered by GridCars. All these components, to which these terms and conditions (referred to as "Breev Terms") apply, are provided, managed, and owned by Breev (Pty) Ltd, referred to collectively as "we", "our", or "us".
- 1.2. These Breev Terms are for anyone who uses our services, buys any assets, or uses, accesses, refers to, views, or downloads information available on our platform or through our partner platforms for any reason. This includes you, the user, referred to as "you" or "your" in this document.

2. DEFINITIONS AND TERMONOLOGY USED IN BREEV TERMS:

- 2.1. "Agency Agreement" means the contract between you (the buyer) and the Managing Agent, which automatically comes into effect as a necessary step before any transaction can happen under these Breev Terms. You'll find the specific rules and requirements for this agreement in Section 7 of this document.
- 2.2. "Assets" include (i) specific, uniquely numbered items you purchase via the Breev Platform, intended for use at a specified site, or (ii) the ownership and rights you gain in the Products over their entire operational lifespan, particularly when these are Third-Party Assets installed at a site, as outlined in the information guide. In some cases within these Breev Terms, the terms "Products" and "Assets" are used interchangeably and should be understood based on the surrounding context.
- 2.3. "Asset Purchase Price" or "Capacity Purchase" refers to the amount you pay to buy an Asset. This payment can be made through an electronic funds transfer, a one-time debit from your checking or current account, or by using a Voucher.
- 2.4. "Information Manual" or "Product Guide" refers to the digital document that includes important details and information about the Breev Terms, Assets, Sites, Returns, Projected Returns, Asset sales, and other relevant topics, as well as the collection of information shared through any of the specified channels, all of which are published on the Breev Platform.
- 2.5. "Managing Agent" means Breev (Pty) Ltd (Registration Number 2019/332044/07), a private company duly incorporated in accordance with the company laws of the Republic of South Africa, situated at CUBE WORKSPACE, THE PAVILION BUILDING CORNER OF PORTSWOOD DOCK ROAD, WATERFRONT, CAPE TOWN, WESTERN CAPE, SOUTH AFRICA, 8001, South Africa.
- 2.6. "Breev Account" means your unique account created on the Breev Platform for the purchase of any Assets and detailing all fees, charges, income, and payouts applying to you.
- 2.7. "Products" means the products produced by the Assets or Third-Party Assets (as the case may be), as detailed in the Product Information Manuals.
- 2.8. "Income" means the income payable to you on sale or use of the Products (net of all expenses relating to the Assets, Products and Services), as detailed in the Information



Manual.

- 2.9. "Host/Site" means the owner or operator of a Site that hosts infrastructure or assets, as detailed in the Product Information Manual. The words host and site may be used interchangeably depending on context, they both refer to the same entity, with the physical site where the charger is installed, or the host (owner or manager) of the site.
- 2.10. "Services" means the services rendered by us, the Managing Agent or any Third-Party Suppliers under or in connection with these Breev Terms, the Assets, the Third-Party Assets, the Products or the Hosts (Sites).
- 2.11. "Third-Party Assets" refers to assets owned by others, which are used for producing Products, providing services, or being rented out, as explained in the Product Information Manual
- 2.12. "Third-Party Supplier Agreements" refers to the contracts we or the Managing Agent have with Third-Party Suppliers. These contracts are related to the Assets, Third-Party Assets, Products, and the Hosts (Sites) where these are located or operated.
- 2.13. "Third-Party Suppliers" refers to any external providers of goods, data, or services to us or the Managing Agent, including any sub-contractors officially approved by us or the Managing Agent to perform specific tasks or functions.
- 2.14. "Third-Party Owners" means the people or organizations that hold ownership of Third-Party Assets. You can find further information about them in the Information Manual.
- 2.15. "Voucher" refers to a voucher you buy from us to purchase a specific type of Asset. It can be identified and used by presenting the quick response code (QR Code) printed on the Voucher.
- 2.16. "Works" refers to the activities performed or planned to be performed at a Site. These activities are necessary for the operation of Assets and the production of Products, as explained in the Information Manual.
- 2.17. The provisions of clause 1 above and any substantive provisions contained in any definition in this clause 2 (or any other clause of these Terms) form part of these Terms and effect will be given to them.
- 2.18. Any reference in these Breev Terms to any legislation will be to that legislation as amended from time to time
- 2.19. "Block" refers to a specific grouping of charging stations within our network, where each Block is comprised of multiple charging units. Customers can purchase capacity in a Block, rather than individual charging stations.
- 2.20. "Capacity Purchase" means a kW of charging capacity within a designated Block. This capacity entitles the customer to a proportional share of the income generated by the entire Block.
- 2.21. "Income Attribution": Income generated from the use of charging stations within a Block will be distributed among all owners of capacity in that Block. The distribution will be proportional to the amount of capacity each owner has purchased within the Block.

3. DEFINITIONS AND TERMINOLOGY USED IN BREEV TERMS:

- 3.1. By continuing to use the Breev Platform or engaging with our Services in any manner following the purchase of an Asset, you acknowledge and agree to be bound by a legally enforceable contract with us, governed by the terms and conditions set forth in these Breev Terms. Furthermore, you consent to the Managing Agent acting on your behalf under the specific conditions detailed in the Agency Agreement.
- 3.2. These Breev Terms, the Information Manual, and any additional agreements, third-party agreements (if applicable), and documents referenced in these Breev Terms, make up



the entire and exclusive agreement between you, us, and the Managing Agent.

- 3.3. If you disagree with any term or condition of these Breev Terms and the other agreements and documents mentioned in clause 3.2 above, or if you become dissatisfied with us or the Breev Platform, you must stop using the Breev Platform and the Services. Additionally, you should inform us in writing about your decision to stop using them (by contacting the support team email listed in the Information Manual). Without such notification, your ongoing use of the Breev Platform or the Services will be seen as your acceptance of these Breev Terms and the other agreements and documents mentioned in clause 3.2.
- 3.4. These Breev Terms may be updated or amended by us at any time, at our sole discretion, and will apply going forward without prior notice to you. Any changes will become effective when they are posted on the Breev Platform, unless a specific future date is mentioned in the update or amendment. It is your responsibility to check the Breev Terms each time you use the Breev Platform or our Services to stay informed about any changes. If you disagree with our updates or amendments, you must stop using the Breev Platform and our Services. You should also inform us in writing about your decision to stop using them (by contacting the support team email listed in the Information Manual).
- 3.5. The limited, revocable, non-transferable license granted to you to access and use the Breev Platform is subject to these Breev Terms and various policies and agreements that may govern such use and access, as indicated on the Breev Platform.
- 3.6. You may print a copy of these Breev Terms and any updates or amendments. If you encounter any difficulty printing them, or if you need help obtaining hard or electronic copies, please contact our support team via email at the address specified in the Information Manual.
- 3.7. The rights contracted by Sites, Site contacts or the opportunity to host a charger at a site remain the exclusive property of the Managing Agent and are allocated to an asset for the duration of the contract, or until the site withdraws the agreement. Site may from time to time expect the upgrade of a unit, and at the discretion of the managing agent, the only practical response may be to move the asset to a different site, and to replace this with an alternative (upgraded) asset.

4. BREEV PLATFORM GENERAL INFORMATION:

- 4.1. The Breev Platform offers for sale certain Assets and the infrastructure needed to facilitate agreements for their deployment and the production of Products at Sites. This is specifically for Site Owners who have unused space that, in the Managing Agent's sole discretion, is deemed suitable for these purposes.
- 4.2. We carry out an audit of each potential Site to assess its suitability, using all reasonable care and diligence. Additionally, we compile the Information Manual by employing the latest technology available for simulating the potential performance of Assets and Third-Party Assets.
- 4.3. Once we have assessed a Site's suitability, we create an Information Manual. This manual contains relevant information and data about the Site to help potential Asset purchasers decide whether the purchase is suitable for them.
- 4.4. While we make every effort to ensure the accuracy of the information in the Information Manual, it is important to note that the information is based on data supplied to us by Third-Party Suppliers. Therefore, we cannot guarantee the accuracy and completeness of all or any part of the information provided in the Information Manual, including anticipated Returns. All details are indicative and not guaranteed.
- 4.5. The Breev Platform and the information available on it do not constitute a recommendation or endorsement regarding the quality, suitability for purchase, or



intended purpose of any Asset, its performance, or any projected Returns. By purchasing an Asset, you acknowledge the potential risk of loss, including (but not limited to) the loss of the Asset itself or the Asset Purchase Price.

- 4.6. We cannot be held responsible for any inaccuracies, errors, or misspellings, or for partial, inaccurate, or misleading information. We are not liable for any damages resulting from such inaccuracies or misinformation.

5. PURCHASING AN ASSET AND CREATING A BREEV ACCOUNT

- 5.1. To purchase an Asset on the Breev Platform and receive the Returns, you will need to create a Breev Account.
- 5.2. After reviewing the Information Manual and deciding to purchase an Asset, you must choose the quantity of Assets you want to buy at the indicated price and proceed to submit an order for them ("Order").
- 5.3. All purchases will occur through an ESCROW agreement. When an order is placed, an ESCROW Agreement will be initiated. This agreement will require you to open an account with the ESCROW Provider, where you will make payments for your purchase. Once your asset is successfully built, you will be asked to release the payment.

6. PURCHASING CHARGING CAPACITY (kW)

- 6.1. Charging capacity is made available within Blocks which is comprised of multiple charging units. Customers can purchase capacity in a Block, rather than individual charging stations.
- 6.2. Customers interested in purchasing capacity must select the block within which they wish to buy capacity. The purchase will grant them a share of the total income generated by the charging stations in that Block.
- 6.3. Income will be calculated based on the total income generated by all charging stations within a Block. Each capacity owner's income will be determined by their proportion of the total capacity purchased in the Block less costs to manage, operate and insure the assets in the Block.

7. APPOINTMENT OF MANAGING AGENT AND AGENCY AGREEMENT

- 7.1. By purchasing an Asset on the Breev Platform, you agree to and enter into the Agency Agreement as constituted in this Clause 7.
- 7.2. The Agency Agreement will remain valid for the duration specified in the Information Manual, starting from the date on which the relevant Site is commissioned, unless these Breev Terms are terminated earlier as per the provisions of clause 10 below.
 - 7.2.1. Entering into agreements with Site Owners regarding the use of the Site for the Works, deployment of Assets or Third-Party Assets, and production of Products.
 - 7.2.2. Entering into agreements with appropriately qualified Third-Party Suppliers to operate and maintain the Assets or Third-Party Assets, market and sell the Products, and for any other necessary or prudent purposes at the sole discretion of the Managing Agent.
 - 7.2.3. Arranging insurance contracts to ensure adequate coverage for the Assets or Third-Party Assets and the Products against loss or damage. Additionally, the Managing Agent may secure insurance to mitigate income loss resulting from reduced use of the Assets or Third-Party Assets or reduced production of Products, due to any reason.
 - 7.2.4. Initiating and pursuing legal action, recovery, or execution proceedings against any Site



Owner, Third-Party Supplier, or insurer who fails to fulfill their contractual obligations under the relevant agreements.

7.2.5. Modifying any relevant agreements, provided that such changes are communicated to you and are not deemed material to you in the reasonable discretion of the Managing Agent. Copies of any agreements mentioned in this clause

7.3. will be provided to you upon written request to the support team email address specified in the Information Manual.

7.4. The scope of the agency appointment outlined in this clause 7 is restricted to the actions and tasks specified in this clause 7, as well as the execution of any actions required to provide the Services.

8. BREEV PLATFORM DATA

8.1. Data presented on the Breev Platform is indicative only, and the purchase price received from the sale of the Products is used as the basis for calculating all Returns payable to you.

9. PAYMENT OF RETURNS

9.1. Shortly after the completion of the Projects, a statement summarizing the performance and usage of the Assets, any income payable, to you will be sent to you each calendar month.

9.2. Once your Asset earns an income the Managing Agent will transfer such income net of costs to you upon your provision of any documentation required under the Financial Intelligence Centre Act, 38 of 2001.

10. PRICING POLICY

10.1. We strive to ensure accuracy in the purchase price for the Assets as stated in the Information Manual, but validation may be necessary as part of our acceptance process. If the price changes before processing your Order, we'll contact you to confirm whether you wish to proceed at the new price or if you prefer a full refund.

10.2. Except as provided in clause 6.4 above, the provisions of this clause 10.3 will not apply to the purchase of Assets using Vouchers.

10.3. As a consumer, you have the right to cancel the contract within a cooling-off period of 5 days from the date of concluding the contract, i.e. 5 days from the time you transfer funds into ESCROW

11. TERMINATION BY YOU

11.1.1.

The assets you're buying through Breev are designed to be held for a medium to long-term period to make the most of their value. If you need to sell or give up your assets before the intended time, you can do that by writing to the Managing Agent. Just remember, there are certain rules that you'll need to follow when you decide to do this. The Asset Owner must find a willing buyer themselves at an agreed-upon price.

11.1.2. A sale of your Asset can only proceed if a willing buyer is found.

11.1.3. The willing buyer communicates the price they are willing to pay, and the Asset Owner must decide whether to accept or reject this price.

11.1.4. The Managing Agent may charge an admin fee on the transfer of Assets at its discretion.



12. 12. ASSET END OF LIFE

- 12.1. When the productive lifetime of an Asset or Third-Party Asset, as indicated in the Information Manual, has been reached, we may, at our discretion and depending on the nature of the Asset:
 - 12.1.1. Purchase the Asset at the specified price and pay out proceeds to asset owners within 30 days; or
 - 12.1.2. Dispose of the Asset to cover costs of the administrative block such assets are assigned to

13. CANCELLATION BY THE SITE OWNER

- 13.1. If the Host (Site Owner) cancels the agreement concluded with them by the Managing Agent, you are entitled to:
 - 13.1.1. Depending on the nature of the Assets, relocation of the Assets or production of Products to an alternative Site, determined by the reasonable opinion and sole discretion of the Managing Agent, to achieve similar incomes.
- 13.2. You agree that any damages resulting from the Site Owner's cancellation of the agreement lie against the Host (Site Owner) and not the Managing Agent (or us).

14. RETURNS

- 14.1. While every reasonable effort is made to ensure that incomes are achieved, they are not guaranteed.

15. TAX

- 15.1. You are responsible for claiming any tax relief, including any allowances under Section 12B or Section 11E of the Income Tax Act 58 of 1962.
- 15.2. All prices quoted on the Breev Platform are exclusive of Value Added Tax.
- 15.3. You are responsible for declaring taxes directly with your relevant revenue authority

16. INSURANCE

- 16.1. As a material term of the Third-Party Supplier and other agreements mentioned in these terms, the Managing Agent ensures that the Assets, Third-Party Assets, and Products are adequately insured against all risks for the duration of those agreements. The Managing Agent will ensure that all premiums are paid and that insurance policies have the full force of law.
- 16.2. Under the aforementioned agreements, the Managing Agent is entitled to:
 - 16.2.1. Inspect any related insurance document at any time and arrange additional insurance cover deemed appropriate for the adequate protection and insurance of the Assets, Third-Party Assets, and Products, at its sole and exclusive discretion.
 - 16.2.2. Take out insurance cover if the relevant Third-Party Supplier is unable to obtain adequate insurance or if an insurer withdraws cover during the currency of these Breev terms.



17. TRANSFER OF RIGHTS AND OBLIGATIONS

- 17.1.
- 17.2. Breev reserves the right to transfer any of our rights or obligations under these terms to any third party without needing your prior approval. We may substitute the Managing Agent at any time without your consent, and by doing so, you consent to the substituted party acting as the new Managing Agent.
- 17.3. You may not transfer any of your rights or obligations under these Terms to any third party without our prior written consent, which will not be unreasonably withheld. You must notify the Managing Agent in writing of any intended transfer.

18. DISPUTES

- 18.1. Any disputes between you and us will be referred to our respective chief executive officers or their duly appointed representatives for resolution.
- 18.2. If the dispute remains unresolved after 14 days, the party wishing to persist in the dispute may choose to initiate Court proceedings or refer the dispute for arbitration in accordance with the Rules of the Arbitration Foundation of Southern Africa or the Arbitration Act 42 of 1965.
- 18.3. Arbitration proceedings, if initiated, will be conducted in Johannesburg, in English, and concluded as promptly as possible.
- 18.4. This clause does not prevent a party from seeking urgent relief from the appropriate Court.

19. WARRANTIES

- 19.1. We provide no express or implied warranties regarding the Assets, Third-Party Assets, Products, or Services, except as stated in these Terms.
- 19.2. We do not warrant the uninterrupted or error-free nature of the data, content, features, information, or quotations provided through the Breev Platform.
- 19.3. You are responsible for any damage or harm resulting from your use of our Services or the Breev Platform.
- 19.4. We make no warranties regarding the performance of Sites, Assets, Third-Party Assets, Products, or Returns. Information provided on the Breev Platform is indicative only and based on computer simulations.
- 19.5. You release us from any liability arising from your use of the Breev Platform or our Services, regardless of the degree of our negligence.
- 19.6. Promotional materials are not warranties and should be viewed as educational and promotional only.

20. WAIVER

- 20.1. Failure to enforce any provision of these Breev Terms shall not be construed as a waiver of the right to enforce that provision at a later time.

21. LIMITATION OF LIABILITY AND DAMAGES

- 21.1. We will not be liable for any consequential, special, indirect, or punitive damages, regardless of the circumstances. Our maximum aggregate liability to you will not exceed the Asset Purchase Price paid by you.



22. EXPORT CONTROL LAWS AND EXCHANGE CONTROL REGULATIONS

- 22.1. By using the Breev Platform, you agree to comply with any applicable exchange control regulations governing the purchase of Assets or the receipt of incomes.

Breev (Pty) Ltd

Email: info@breev.co.za

Website: www.breev.africa

Address:

CUBE WORKSPACE

THE PAVILION BUILDING CORNER OF PORTSWOOD DOCK ROAD

WATERFRONT CAPE TOWN

WESTERN CAPE

8001

Complaints

Breev has a comprehensive complaints resolution procedure available on our website www.breev.africa or upon request from any of our branches.

Conflicts of Interest

Breev adheres to a Conflict-of-Interest Management Policy, available from our Compliance Department.

Governance

Breev is governed and regulated by the South African Companies Act

The board of directors regularly assesses the administrators' skills and experience to maintain effectiveness.

Breev has an independent internal audit and risk committee that reports to the board of directors.

Compliance

Breev (Pty) Ltd

The Compliance Officer

Tel:

Email: compliance@breev.co.za

Website: www.breev.africa

Address:

CUBE WORKSPACE

THE PAVILION BUILDING CORNER OF PORTSWOOD DOCK ROAD

WATERFRONT CAPE TOWN

WESTERN CAPE

8001



Advice

Clients acknowledge that Breev cannot provide individual advice. Information provided via the Breev mobile application, WhatsApp group and website is general in nature and not tailored to specific circumstances.

Breev DOES NOT act as a financial advisor or in a fiduciary capacity.

FICA Declaration

The Financial Intelligence Centre Act, 38 of 2011 ("FICA") mandates that Breev (Pty) Ltd and its subsidiaries (hereinafter referred to as "Breev") collect mandatory documentation to identify their customers and verify the information provided before engaging in any financial transaction such as the ESCROW leg of your purchase.

- I understand that Breev will only complete the processing of my application once all relevant documentation, including the required FICA documents, are received. Detailed requirements can be found on the applicable application form.
- I acknowledge my obligation to disclose my PIP status to Breev. Prominent Influential Persons (PIPs) include individuals who currently or previously held significant positions in a specific country, as well as their immediate family members and known close associates. PIPs are categorized into:
 - Foreign Prominent Public Officials: Individuals who have held significant positions in a foreign country within the preceding 12 months.
 - Domestic Prominent Influential Persons: Individuals who have held significant positions within the Republic of South Africa, including acting positions exceeding 6 months.
- In accordance with FICA, Breev applies a risk-based approach to verify the identity of individuals or entities involved in business transactions. I understand that this verification process may necessitate additional documentation, potentially causing delays in transaction processing.
- I acknowledge my responsibility to provide Breev with accurate and current information.
- I confirm that the funds used in transactions with Breev are not derived from illegal activities and that I have not violated any anti-money laundering or tax laws.
- I have complied with and will continue to comply with all relevant legislation, including but not limited to FICA and the Income Tax Act.

POPI Declaration

It is essential for us that you comprehend how we collect, process, store, and share your information. This applies to all the products and/or services provided by Breev Financial Holdings (Pty) Ltd and its subsidiaries (hereinafter referred to as "Breev"), including any products and/or services offered by our affiliates and associates.

1. I acknowledge that any personal information provided to Breev is voluntary, and Breev may not fulfill its obligations if the correct personal information is not provided.
2. I understand that privacy is a priority for Breev, and they will make reasonable efforts to ensure that any personal information in their possession or processed on their behalf is kept confidential, securely stored, and processed in accordance with South African law and applicable Data Protection Legislation, for the purposes I have authorized.
3. I warrant that all information, including personal information, supplied to Breev is accurate and current and agree to correct and update such information when necessary.



4. By submitting any personal information to Breev, I acknowledge that such conduct constitutes a reasonable, unconditional, specific, and voluntary consent to the processing of such personal information by Breev and third parties or suppliers for the purpose of fulfilling its obligations and other legitimate purposes.
5. Personal information may be shared with third-party service providers engaged by us to process information on our behalf or who provide services to us. These third-party service providers may be located abroad, but we will not share your information with them unless satisfied that they have adequate security measures in place to protect your personal information.
6. Personal information may be retained by Breev for as long as necessary to fulfill its obligations under this contract or policy unless retention of the record is required or authorized by law or I have consented to the retention of the record.
7. I hereby authorize Breev to collect and process my personal information and conduct background screening checks, including but not limited to, fraud prevention or detection, ID verification, and bank account verification.
8. I confirm that I am a competent person and have the authority to give consent on behalf of a person under the age of 18 (a minor or child).
9. I understand that if Breev has utilized personal information contrary to the privacy and information protection conditions, I may first resolve any concerns with Breev. If I am not satisfied with such process, I have the right to lodge a complaint with the Information Regulator.
10. A copy of personal information held by Breev will be provided to me upon request in terms of the provisions of the Protection of Personal Information Act (POPIA) or Promotion of Access to Personal Information Act (PAIA), and I understand that I may dispute any information in the record provided.
11. I unconditionally agree to indemnify Breev and its suppliers, acting in good faith in taking reasonable steps to process my personal information lawfully, against any liability that may result from the processing of my personal information. This includes unintentional disclosures of such personal information to, or access by unauthorized persons, and/or any reliance which may inadvertently be placed on it.