

Memorandum of Understanding (MOU)

Between



Zero Carbon Charge (PTY) Ltd

A South African private enterprise registered company (Reg Nr: 2022/232376/07) focused on developing the world's first off-grid, PV solar powered, and ultra-fast electric vehicle (EV) charging station network across South Africa

Herein represented by **Mr Joubert Roux and Mr Andries Malherbe** in their capacity as Co-founders and Directors and duly authorised thereto

(Herein referred to as "CHARGE")

And



ROOTED IN THE FUTURE

LIMPOPO ECONOMIC DEVELOPMENT AGENCY

Established in terms of Section 2 of the Limpopo Economic Development Agency Act 5 of 2016, herein represented by **Thakhani R Makhuvha** in his capacity as **Chief Executive Officer** being duly authorised hereto

(Hereinafter referred to as "LEDA")

(Collectively referred to as "the Parties")

1. PREAMBLE

WHEREAS the CHARGE has a mandate to improve the migration towards green mobility and renewable energy by establishing off-grid EV charging stations powered by PV solar panels. Electric mobility will reduce carbon emissions to support net-zero transport in South Africa, while PV solar panels will create opportunities for the localization of energy within rural communities through the PV solar used to power the EV charging infrastructure.

WHEREAS By developing EV charging stations across South Africa, and specifically the Limpopo Province, the opportunity to migrate transport to green mobility and creating local renewable energy points for communities, CHARGE will support the economies within rural areas of South Africa.

WHEREAS the LEDA will act as a facilitator and custodian over the project rollout for off-grid EV charging stations developed and privately funded by CHARGE throughout the Limpopo Province.

WHEREAS LEDA will facilitate engagements and education with local governments across the Limpopo Province as well as provincial commenting authorities.

AND WHEREAS CHARGE and **LEDA** have identified each other as entities that can co-operate and/or collaborate for the purpose of **developing EV charging infrastructure, renewable energy structures, green mobility, as well as the overall economic development to enhance economic growth for the people of the Limpopo Province; and**

NOW THEREFORE CHARGE and **LEDA** undertake to co-operate on mutually beneficial terms as set out hereunder.

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2. DEFINITIONS

- 2.1 **“CHARGE”** means the Zero Carbon Charge, A South African private enterprise registered company (Reg Nr: 2022/232376/07) focused on developing the world's first off-grid, PV solar powered, and ultra-fast electric vehicle (EV) charging station network across South Africa.
- 2.2 **“LEDA”** means the Limpopo Economic Development Agency.
- 2.3 **“DATE OF SIGNATURE”** means the date of the last Party signing this MOU;
- 2.4 **“MOU”** means this Memorandum of Understanding and includes all Annexure thereto, if applicable ;
- 2.5 **“PARTIES”** means the Parties to this MOU and a reference to a “Party” is a reference to either one of them as determined by the context;
- 2.6 **“EV”** means electric vehicles

3. PARTIES TO THE AGREEMENT

- 3.1 Zero Carbon Charge is a South African private enterprise registered company (Reg Nr: 2022/232376/07) focused on developing the world's first off-grid, PV solar powered, and ultra-fast electric vehicle (EV) charging station network across South Africa.
- 3.2 The LEDA is a public entity established in terms of section 3 of the Limpopo Economic Development Agency Act, No. 5 of 2016 and listed under schedule 3D of the Public Finance Management Act, No 1 of 1999. LEDA's mission is to accelerate economic growth, development and create employment.

4. COMMENCEMENT AND DURATION

- 4.1 This MOU shall come into force upon signature hereof by the last Party signing and shall continue to remain in force for a period of five (5) years, after which it shall be renewed automatically unless terminated by either Party in terms of clause 6.

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- 4.2 This MOU shall be reviewed annually by the Parties on the anniversary of the MOU.

5 PURPOSE OF THE MEMORANDUM OF AGREEMENT

- 5.1 The purpose of this Memorandum of Understanding (MoU) is to set out how CHARGE and LEDA agree to cooperate and collaborate on issues related to EV charging infrastructure development, renewable energy infrastructure development and support from provincial and local governments in the Limpopo Province to be in line with the goals of achieving net-zero transport and energy resilience in the Limpopo Province.
- 5.2 This is a memorandum of general agreement and specific agreements will be concluded on a project-by-project basis. The MoU clarifies the benefits for the partner organisations and the roles they will play under this agreement.
- 5.3 The document serves to formalise the relationship between CHARGE & LEDA Memorandum of Understanding and will expire after five (5) years.

6. TERMINATION

- 6.1 This MOU may be terminated by either Party by giving thirty (30) days written notice to the other Party;
- 6.2 The termination of this MOU shall not affect any on-going projects or activities undertaken prior to the termination of this MOU, unless otherwise agreed upon in writing by the Parties.

7. AMENDMENTS AND VARIATION

- 7.1 The Party wishing to amend or vary this MOU must request such amendment or variation in writing. Such amendment must be considered by the other Party and the other Party shall not unreasonably withhold consent to the amendment or variation.

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- 7.2 Once the amendment or variation is accepted by the Parties it must be reduced to writing and attached to this MOU as an Annexure.

8. IDENTIFIED AREAS OF COLLABORATION

- 8.1 Reducing red tape and barriers to entry by provincial and local governments that hinder the development of CHARGE off-grid EV charging infrastructure in Limpopo
- 8.2 To assist in identifying and advising on additional sites on which further EV charging infrastructure can be developed in the province – extending to electric truck stops too.
- 8.3 Acting as a custodian of the CHARGE project in Limpopo as a “one stop shop” for all engagements, grievances, and communications.
- 8.4 To foster a positive, investment friendly environment in the province for the successful and speedy rollout of our car sites, with the future intention of expanding to truck charging sites that are also off-grid.

9. GOVERNANCE ARRANGEMENTS

- 9.1 In order to facilitate cooperation and collaboration, a standing committee consisting of CHARGE and LEDA should assign officials to ensure implementation for the duration of the MoU.
- 9.2 A project level steering committee may be established for each activity and the terms of reference for such committees will have to be agreed by both parties. The steering committees may include people not in the standing committee, as a governance arrangement.
- 9.3 The host party shall be responsible for arranging logistics and secretariat services for these meetings.

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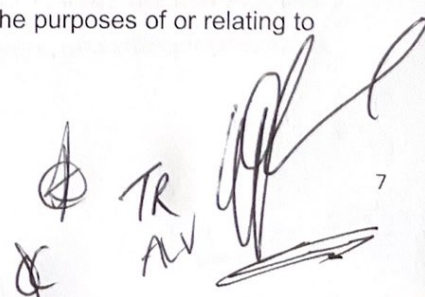
10. ROLES IN THE STANDING COMMITTEE

- 10.1 **CHAIR:** Meetings to be chaired on a rotation basis by the CHARGE and LEDA delegates (co-chairs may be designated on an annual basis).
- 10.2 **SECRETARIAT:** The CHARGE and LEDA will alternate on the provision of secretariat services to the standing committee.
- 10.3 **MEETINGS** Meetings will take place twice in a year, for the first financial year to ensure implementation of the objectives, thereafter meetings will be held once a year.

11. CONFIDENTIALITY

- 11.1 The Parties undertake and warrant that they will not directly or indirectly divulge, communicate, or use for their own purpose confidential information (unless as provided for in the terms of reference), or otherwise permit to be divulged or communicated by them or by any consultant, officer, employee or agent of either party, any confidential information supplied to it by the other in respect of the terms of reference to any unauthorised person.
- 11.2 The restriction in clause 13.1 shall not apply to information to the extent that the party to this Agreement in possession of it ("hereinafter referred to as the Possessing Party") can show that:
- 11.2.1 the information is in the public domain otherwise than by virtue of a breach of this Agreement; or
 - 11.2.2 the information was expressly permitted to be disclosed by the other; or
 - 11.2.3 the information was independently developed or created by the possessing party otherwise than for the purposes of or relating to this Agreement; or

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AV

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- 11.2.4 required to be disclosed in response to a valid order of court or other governmental
- 11.2.5 agency, or if disclosure thereof by the disclosing Party is otherwise required by law;or
- 11.2.6 such information related only to this Agreement and is required by any regulatory body;
- 11.2.7 the disclosure of same by the possessing Party to its legal advisers, auditors or other professional advisors for any purpose connected with this Agreement provided that they in turn keep the same confidential in accordance with this clause 6.

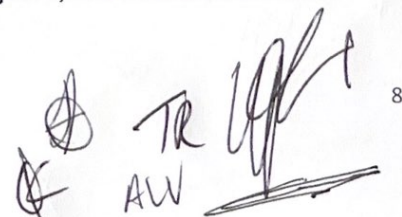
11.3 The undertakings contained in this clause 13 shall terminate by written consent from both parties within 30 (thirty) days' notice.

11.4 If a Party is obliged to divulge Confidential Information in terms of it shall, before the divulgence of the Confidential Information, inform the other Party of its obligation to so divulge the Confidential Information.

11.5 Each Party undertakes to the other to make all its relevant Personnel aware of the confidentiality of the Confidential Information and the provisions of this clause 8 and to take all such steps as shall from time to time be necessary to ensure compliance by its Personnel with the provisions of this clause 8.

12. VIS MAJOR

A Party shall not be liable for any failure to fulfil any of their obligations under this Agreement insofar as such failure is due to force majeure, for which purpose force majeure shall include but not be limited to all events beyond the reasonable control of the Party claiming force majeure which cannot be foreseen, or if foreseeable cannot reasonably be avoided, which occur after the Effective Date and that prevents or hinders the carrying out of the obligations of the Party claiming force majeure, and without limitation

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shall include acts of God or acts of nature (the elements), war (whether declared or not), blockage, embargo, boycott, revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, epidemics, quarantine or other similar reasons. If the suspension of performance due to an event of force majeure continues for more than 15 (fifteen) days, then either Party may summarily terminate this Agreement by written notice to the other Party, prior to the cessation of the force majeure, but the non-affected Party shall not be entitled to claim damages against the Affected Party as a result of the delay or failure in the performance of any obligations arising from this Agreement due to or resulting from the force majeure

13. NON-EXCLUSIVITY

It is recorded, for the avoidance of doubt that this Agreement does not purport to create an exclusive relationship between the Parties. In the circumstances all Parties shall be free to embark on potential terms of reference with other Parties. The Parties hereby agree that this is not an exclusive agreement and other Parties can be brought in to participate in terms of this Agreement by amending by becoming signatories as well.

14. NON - BINDING

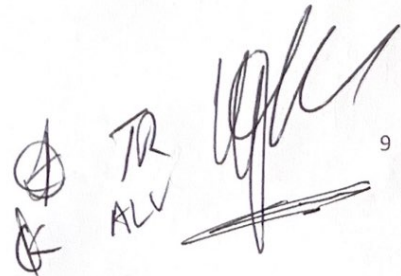
It is recorded that this MOU does not constitute a legally actionable document and any misunderstandings and breaches will be mutually resolved amongst the parties with no recourse to a court of law.

15. TRANSPARENCY AND GOOD FAITH

Each Party hereby undertakes during the existence of this Agreement

15.1 to show to each other, at all times, the utmost good faith in its dealings with each other;

15.2 to do all such reasonable things, perform all such reasonable actions and

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15.3 take all such reasonable steps as may be open to it and necessary for and incidental to the implementation of the terms and conditions of this Agreement.

16. NON-WAIVER

16.1 Neither Party shall be regarded as having viewed, or be precluded in any way from exercising, any right under or arising from this Agreement by reason of such Party having at any time granted any extension of time for, or having shown any indulgence to, the other Party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other Party

16.2 The failure of either Party to comply with any non-material provision of this Agreement shall not excuse the other Party from performing the latter's obligation hereunder fully and timeously.

17. MEDIA RELEASES

17.1 Each of the Parties undertakes in favour of the other that it will not make any releases or public announcement to the press or other media on any issue pertaining to this Agreement without first having obtained the prior written consent of the other Party.

17.2 Any Party that embarks on media releases or public announcements without obtaining permission from the other Party shall be deemed to have committed a breach in which case it shall be dealt with in terms of clause 23.

18. COSTS

18.1. The costs incurred by this project will be incurred by CHARGE as a privately funded company.

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18.2 Each party shall incur its own costs during the collaboration and facilitation of this agreement.

19. INDEMNITY

The Parties agree to indemnify each other, its directors, employees, affiliates and agents from and against any direct or indirect special, punitive, or consequential event (including loss of profits, or injury to business reputation, or liability, or damages, or penalties), which may be imposed on or incurred in terms of this Memorandum of Understanding, or based upon or arising out of either Party's performance of or failure to perform the activities described herein.

20. TRANSFER OF FUNDS

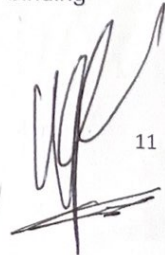
The parties acknowledge and agree that this memorandum of agreement does not create any financial or funding obligations on either party and that such obligation shall arise only upon joint execution of a subsequent agreement or work plan (which shall include a budget) that specifically delineates the terms and nature of such obligations that references this Memorandum of Understanding comply with all legal obligations and statues governing each party.

21. DISPUTE RESOLUTION

The Parties shall make all reasonable efforts to settle any dispute through consultation and mediation held by and between representatives of the Parties and resolve the matter.

22. AMENDMENTS

No amendments or consensual termination of this Agreement will be binding unless reduced to writing and signed by the Parties.

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23. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

24. DATE OF IMPLEMENTATION

Notwithstanding the date of signature, this Memorandum of Understanding takes effect upon being signed by both parties.

25. DOMICILIUM CITANDI ET EXECUTANDI

Any notice or other document to be served under this agreement to a party may be served at its address as set out below:

Zero Carbon Charge (PTY) Ltd

Groenhoek Farm
Vredendal
Western Cape
8160

Contact Person

Ms Larissa Venter
Head of Government Relations
082 591 7532/larissa@charge.co.za

Limpopo Economic Development Agency

Address: Enterprise Development House
Main Road
Lebowakgomo

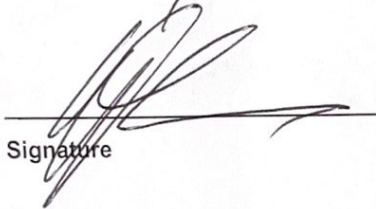
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17. SIGNATORIES

This agreement is signed by **Mr Joubert Roux** on behalf of the **Zero Carbon Charge (PTY) LTD** and Mr Reuben Thakhani Makhuvha on behalf of the **Limpopo Development Agency** who warrant that they have the necessary authority to enter into this agreement.

DONE AND SIGNED in Concession on this 21st

day of May 2024.


Signature

For **CHARGE** who hereby affirms that he is duly authorised to sign this agreement on its behalf.

Full names: Mr Joubert Roux

Designation: CEO

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As Witnesses:

1. Name: Juanita van der Merwe Signature: 

2. Name: _____ Signature: _____

THUS, DONE AND SIGNED in CENTURION on this 7th

day of MAY 2024.

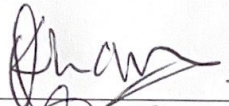

Signature

For LEDA who hereby affirms that he is duly authorised to sign this agreement on its behalf

Full names: THAKHANI REUBEN MAKHUUHA

Designation: GROUP CHIEF EXECUTIVE OFFICER

As Witnesses:

1. Name: OWAIZ KHAN Signature: 

2. Name: Larissa Kunter Signature: 



