

CONSIGNMENT AGREEMENT

THIS CONSIGNMENT AGREEMENT ("Agreement") is entered into on _____ (effective date) ,
by and between _____ ("Consignee"), located at
_____ and ChargerGoGo Inc. ("Consignor"),
located at 8820 W. Russell Road, Suite 130, Las Vegas, NV 89148.

AGREEMENT TO LEASE

In accordance with this Agreement, the Consignor grants an exclusive right to display and rent the ChargerGoGo battery rental products in ChargerGoGo provided kiosks, pursuant to the terms of this Agreement. Consignor agrees to place its ChargerGoGo battery rental kiosks (the "Kiosk") in Consignee's premises shown on Schedule "A". Consignee agrees to place the Kiosk on display in a prominent area within the location premises. The price of all items and terms of use shall be determined by the Consignor. The models and quantity of the products placed at Consignee's premises are listed on Schedule "A" attached to this Agreement.

Term

The term of this Agreement ("Initial Term") shall begin on the Effective Date and continue for _____ year(s), unless earlier terminated as set forth in this Agreement. Thereafter, this Agreement shall continue on a year-to-year basis (each a "Renewal Term") until terminated by either Party by providing thirty (30) days advance written notice, or extended for additional mutually agreed upon durations, (an "Extension Term") unless otherwise stated in the Statement of Work. The Initial Term, and any Renewal Term/s or Extension Term/s shall be collectively referred to as the "Term".

PROCEEDS AND TERMS OF SALES

The Consignee shall be entitled to retain ____% of the total battery rental revenues, which is defined as the total amount users paid minus the transaction fee (e.g., the stripe payment processing fee; the "Consignee Revenue Share.") The Consignee shall be provided access to ChargerGoGo's account management tool application, where they can monitor all earned Consignee Revenue Share earnings and transfer/download such earnings into Consignee's bank account. The Consignee agrees to maintain the ChargerGoGo Kiosk in a clean and protected manner and to immediately report any issues with the operation of the Kiosk immediately upon discovery. The Consignor shall maintain insurance against any claims that may arise as a result of the operation of the Kiosk or its products. All consigned merchandise shall remain at the aforementioned Consignee address and shall not be moved to another location without prior written consent of the Consignor. Title to the Kiosk and its merchandise shall remain the exclusive property of the Consignor.

MERCHANDISE RECORDS

It shall be the responsibility of the Consignor to maintain all records of rentals and ensure accurate record keeping of each item, quantity and what was rented. The Consignee shall be provided with real time reports on all rental revenues through the ChargerGoGo host application.

BREACH OF AGREEMENT

In the event that a party fails to perform as required under this Agreement, then the non-performing party shall receive written notice and a 30-day opportunity to cure the alleged default. If the default is not cured, then this Agreement can be immediately terminated. Otherwise, this Agreement can be terminated by either party upon thirty days written notice with or without cause.

BUSINESS OPERATION AND INDEMNITY

The Consignee shall maintain the exclusive right to determine the business operation and management of its premises. The Consignor shall indemnify, defend and hold harmless the Consignee against any claims that are made against the Consignee as a result of the ChargerGoGo Kiosk or its products. The Consignor shall have no liability or responsibility for the operation and management of the Consignee's business, employees, staff, officers or agents or any torts or other causes of action that may result from daily operation of business, and the Consignee agrees to defend, indemnify and hold harmless the Consignor for same. No indemnity rights shall be triggered under this paragraph unless and until the party to be indemnified first provides written notice to the indemnifying party of a potential or existing claim. In the event of an indemnification under this paragraph, then the indemnifying party shall control such litigation and may jointly defend parties with counsel of its choosing.

LIABILITY FOR LOSS, DAMAGE OR THEFT OF CONSIGNED MERCHANDISE

Consignee shall not be responsible for any Kiosk rental product that is lost, stolen, destroyed, damaged or unaccounted for due to any cause, known or unknown, while consigned to the Consignee.

ARBITRATION/MEDIATION DISPUTE RESOLUTION

The Consignee and the Consignor both agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be submitted to binding arbitration under the guidance and rules of Judicial and Mediation Services ("JAMS") in its Los Angeles office. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction. This Agreement shall be interpreted and governed by and in accordance with the *Federal Arbitration Act 9 U.S.C. §1-16*. The Parties agree that they shall not be entitled to recover any lost profits or exemplary damages that relate to any performance or representations regarding this Agreement.

SEVERABILITY CLAUSE

In the event that any provision of this Consignment Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

ENTIRETY

The herein contained Consignment Agreement constitutes the entire understanding of both the Consignee and the Consignor pertaining to all matters contemplated hereunder at this time. The parties signing this Consignment Agreement desire or intend that any contract or other agreement entered into between the parties subsequent hereto shall supersede and preempt any conflicting provision of this Consignment Agreement whether written or oral.

WARRANTIES

Neither the Consignee nor the Consignor shall make any guarantee or warranties in relation to any sale, use or transfer of the merchandise by the other party or any third party acting on behalf of the Consignee or the Consignor.

ASSIGNMENT

This Agreement is not assignable and may not be modified other than by a written modification agreed to and signed by both parties.

GOVERNING LAWS

This Agreement shall be construed and governed in accordance with the laws of the State of _____. This Agreement may be signed in multiple counterpart copies each which shall be given the effect of an original signature and a digital or facsimile signature shall be provided the same effect as an original signature. This Agreement may only be modified in a writing signed by all parties.

NOTICES

All notices to a party under this Agreement shall be made by overnight confirmed mail and e-mail as follows: If to Consignor: _____

If to Consignee: _____

Email: _____

AGREED AND EXECUTED, on _____

CONSIGNEE:

(Signature)

Print name: _____

Title: _____

CONSIGNOR: _____

(Signature)

Print name: _____

Title: _____

Schedule “A”

The models and quantity of the products placed at Consignee’s premises are as follows:

Address	C12 Pro	C8 Pro	C32 Pro	C40 Pro	C-Stand