

Purchase Terms

Vaidya Energy Private Limited, a company incorporated under the laws of Nepal and having its registered address at VOITH Complex, Ananda Nagar, Dhumbarahi P.O. Box: 233/2640, Kathmandu, Nepal (hereinafter referred to as “**VEPL**” or “**We**” or “**Our**” or “**Us**”) offers the ‘Ather’ branded electric two-wheeled vehicles along with the off-board/portable charger (“**Vehicle**”) for sale to customers (hereinafter referred to as “**Customer**” or “**You**” or “**Your**” or “**User**”) either by itself or through its authorized retail partners (“**Retail Partner**”), subject to these terms and conditions (“**Purchase Terms**”).

By accepting these Purchase Terms, You enter into a legally binding agreement with VEPL, enforceable in accordance with the contract related provisions of prevalent Civil Code (Muluki Dewani Sanhita), 2017, Electronic Transactions Act, 2006 and the relevant prevalent laws for the purchase of the Vehicle. Please read and understand these Purchase Terms carefully. In the event these Purchase Terms are not acceptable to You, please do not proceed with the purchase of the Vehicle. Consolidated Terms (*defined below*) have been incorporated with these Purchase Terms by reference. For the purpose of this Purchase Terms, ‘**Consolidated Terms**’ shall mean the VEPL Subscription Terms, EULA and the Warranty Policy, as amended by VEPL from time to time.

VEPL or its Retail Partner and the Customer shall be jointly referred to as the “**Parties**” and individually as the “**Party**”.

By accepting these Purchase Terms (whether by execution, or online as click-wrap), You hereby accept and acknowledge that You have read all the terms and conditions of these Purchase Terms and all the details provided by You are complete and accurate. You also represent that You are not a minor in accordance with the applicable laws.

1. VEHICLE

- You are required to place a Booking for Your selected Vehicle model and VEPL accessories (if applicable) with VEPL or its Retail Partner (“**Booking**”) by paying the booking amount (“**Booking Amount**”) in the form of a non-interest-bearing security deposit to VEPL or its Retail Partner.
- At the time of accepting these Purchase Terms, it shall be assumed that You have already placed the Booking and paid the Booking Amount subject to the terms and conditions of the ‘Booking Terms’ at the time of placing the Booking. It shall also be assumed that You have accepted the demand from VEPL or its Retail Partners i.e. the “**Intimation**” (as defined in the Booking Terms) at the time when the Vehicle is ready for delivery.
- These Purchase Terms shall govern the purchase, payment and delivery of the Vehicle and subject to Clause 1.1, the accessories.

2. PURCHASE

- VEPL or its Retail Partner shall raise a request for payment of the final price (“**Final Price**”) for the Vehicle and accessories once the Vehicle is ready for delivery. The Final Price as quoted shall be inclusive of all applicable taxes as on the date of Intimation or invoicing (whichever is later). You may choose to purchase the Vehicle by making the payment directly to VEPL or its Retail Partner in the manner stipulated by VEPL or its Retail Partner on acceptance of these Purchase Terms. You may also choose to avail of any financing options for Your purchase of the Vehicle subject to these Purchase Terms.
- In case payment is made via credit/debit card, it is recommended that You make necessary enquiry about the charges or fees payable against the credit/debit card used from credit card or the debit card service provider i.e. the respective bank and those charges, if any, are not included in the final price.
- The credit card/debit card information supplied at the time of making the payment is processed by the payment gateway of the service provider and is not supplied to VEPL or its Retail Partner. It is Your sole responsibility to ensure that the information entered in the relevant fields are correct. It is recommended that You take and retain a copy of the transaction for record keeping purposes, which might assist in resolution of any disputes that may arise out of such payment.
- You agree, understand and confirm that Your personal data, including without limitation, details relating to debit card/credit card/net banking transmitted over the internet may be susceptible to misuse, hacking, theft and/ or fraud and that VEPL or its Retail Partner or the payment service provider(s) have no control over such matters.
- The payment towards the Final Price shall be made through the payment gateway service provider through a secure website at your own risk. However, neither the payment gateway service provider nor VEPL and its Retail Partner gives any assurance, that the information so provided online by You is secured or may be read or intercepted by any third party. VEPL and its Retail Partner does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by You in the process of making the Final Price amount payment.
- In case the payment is made through issuance of cheque, You will ensure that the cheque issued to VEPL or the Retail Partner is duly honored and You accept and acknowledge that in case the cheque issued is dishonored, You will be liable under the Banking Offence and Punishment Act, 2064 (2008) and the Negotiable Instruments Act, 2034 (1977). In such cases VEPL or its Retail Partner will be entitled to initiate legal proceedings against You under the Banking Offence and

Punishment Act, 2064 (2008) and or the the Negotiable Instruments Act, 2034 (1977) as VEPL deemed appropriate. Further, VEPL shall also proceed the blacklisting process against you at the Credit Information Center Ltd. (CICL) as per the relevant prevalent Directives issued by Nepal Rastra Bank. Provided, the blacklisting of you at CICL shall not mean to restrict VEPL or its Retail Partner to take appropriate legal actions as per Banking Offence and Punishment Act, 2064 (2008) and/or Negotiable Instruments Act, 2034 (1977).

- The Booking Amount already paid by You shall be deducted from the Final Price due from You to VEPL or its Retail Partner.

3. FINANCING OPTIONS

- On and at the time of Intimation, where You desire to proceed with the purchase of the Vehicle, You shall be bound to inform VEPL or Retail Partner at the earliest of Your option as to the finance options that you may seek to opt. In the event You choose to avail of any financing options offered by any third-party for the purchase of Your Vehicle, including in the form of a loan or under any leasing options, VEPL or its Retail Partner will provide You with reasonable assistance as You may require, however, VEPL or its Retail partner shall have no obligation to enter into any agreement with such third-party.
- You may choose to avail of any of the financing options for the purchase of the Vehicle that may be available through VEPL or its Retail Partner’s channels, by selecting the relevant option at the time of making Your purchase. VEPL or its Retail Partner may, at any time, without prior notice, discontinue this option. In the event You choose to apply for a loan for the purchase of the Vehicle, You hereby acknowledge and agree to the following terms:

- VEPL or its Retail Partner will redirect You to a specified third-party partner (“**Facilitator**”) for facilitating Your loan application. VEPL or its Retail Partner will share Your information with the Facilitator towards this end in accordance with the Privacy Policy (*as defined herein*) and these Purchase Terms. Your use of the Facilitator’s website will be governed by the terms and conditions and privacy policy of the Facilitator’s website. You are advised to read the terms and conditions and privacy policy prior to proceeding with Your use of the Facilitator’s website. The Facilitator may request You to share additional information as may be required by the Financial Institution (as defined hereinafter) to review Your eligibility for the loan. VEPL or its Retail Partner will not have any access to such information and does not make any representations with respect to the use of such information. Such information shall solely be subject to the privacy policy of the Facilitator and the Financial Institution.
- It is hereby clarified that VEPL or its Retail Partner has no control in the acceptance or rejection of Your loan application and the same shall be subject to the sole discretion of the relevant financial institution (“**Financial Institution**”). In the event Your loan application is approved by the Financial Institution, terms relating to disbursement, interest payable, repayment etc., shall be subject to the loan agreement executed between You and the Financial Institution.
- You are also responsible for completing the loan process so as to ensure that VEPL or its Retail Partner receives the Final Price in time. Failure to complete the process in time may result in a delay in delivery of Your Vehicle, or at the discretion of VEPL and its Retail Partner, sale of the Vehicle to another customer.
- Notwithstanding Your application for a loan, You may be required to make certain payments directly to VEPL or its Retail Partner for any additional services incidental to the purchase of the Vehicle. VEPL or its Retail Partner shall notify You of any such payments that You would be required to make.
- To reiterate, VEPL shall not be responsible for entering in any agreement or obligation with the Financial Institution along with You. VEPL shall have its own set of arrangement and terms with the Financial Institution separately notwithstanding the terms and conditions entered between You and the Financial Institution.

- Notwithstanding assistance or facilitating or channelizing for financial options as described above, VEPL or it Retail Partner shall have NO obligation, buyback guarantee or any kind of assurance of loan security or recovery. You will be solely responsible for the loan or facilities offered by the Financial Institution as per the terms and conditions between You and Financial Institution.

4. REGISTRATION OF THE VEHICLE AND INSURANCE

- You are responsible for arranging Your own insurance for Your Vehicle, however, You may choose to use the services of any insurer or insurance aggregator (“**Insurance Provider**”) available through the VEPL or its Retail Partner’s Channel subject to the following terms:
- If You choose to buy insurance online from the VEPL portal or website, then You will be redirected to the Insurance Provider’s website for facilitating your purchase of motor insurance policies. Your use of the Insurance Provider’s website will be governed by the terms and conditions and privacy policy of the Insurance Provider’s website. You are advised to read the terms and conditions and privacy policy prior to proceeding with Your use of the Insurance Provider’s website. The Insurance Provider may request You to share certain additional information as may be required to underwrite your insurance policy. VEPL will not have any access to such

information and does not make any representations with respect to the use of such information. Such information shall solely be subject to the privacy policy of the Insurance Provider.

2. If you choose to buy insurance through the Retail Partner, then you will have to provide all your vehicle related information to the Retail Partner, and it shall use the Facilitator website to purchase the insurance of your choice. The payment for such insurance will have to be paid to the Retail Partner for it to secure an insurance for you. The information provided to the Retail Partner is solely between the Customer and the Retail Partner, VEPL is not involved in acceptance or execution stage for any of the process and will not be responsible for the customer data that has been shared with the Retail Partner.
3. VEPL does not make any representations, warranties or endorsements regarding any Insurance Provider. VEPL is only listing the services of the Insurance Provider on the VEPL Channels. You will proceed with any Insurance Provider at Your sole risk. You are advised to make all necessary enquiries and review the policy documents carefully. VEPL will in no way be responsible for facilitation or collection of premiums, issue of policy, or servicing of claims.
2. On purchase of the Vehicle and once the Vehicle is ready for delivery, VEPL or its Retail Partner or a third-party appointed by VEPL, will assist You with the application for registration of the Vehicle with the concerned transport management office of the Government at Your own cost and expenses.
3. For completing the registration of the Vehicle, VEPL or its Retail Partner will require You to provide the information prescribed as necessary by the competent authority.
4. VEPL or its Retail Partner will provide You the receipt of registration fee payment along with other relevant fee receipts provided by the transport management office. You agree and acknowledge that upon receipt of registration fee payment and such other documents provided by the transport management office, You shall not be entitled to make any requests in relation to change of the Vehicle, including its colour, features, model or specifications and/or cancel the Vehicle. VEPL or its Retail Partner shall have the sole right to refuse/not answer any such requests, without ascribing any reason whatsoever.
5. You acknowledge that the grant or denial of the Vehicle registration is at the sole discretion of the competent authority appointed on such behalf, and You will have no claims against VEPL or its Retail Partner in the event the registration of the Vehicle purchased by You is denied.

5. DELIVERY

1. Upon requesting the Final Price, VEPL or its Retail Partner shall inform You about the estimated delivery period within which VEPL or its Retail Partner shall endeavour to deliver the Vehicle to You, on a best effort basis.
2. Notwithstanding anything contained contrary in these Purchase Terms, the delivery of the Vehicle shall also be dependent on the effective communication received from any Financial Institution with respect to successful application and grant of a financial aid or lease to You, if opted for such arrangement separately.
3. VEPL or its Retail Partner may, at its discretion, change or delay the estimated delivery period for any reason without incurring any liability. In addition to the foregoing, Your failure to pay the Final Price or other necessary steps or any other reason beyond the control of VEPL or its Retail Partner may result in additional delays, and VEPL or its Retail Partners shall not be liable to You for such delays.
4. Upon effective delivery on the date of receipt of Final Price or communication from the Financial Institution regarding the successful admission of any lease or financial arrangement, You shall receive the Vehicle.

6. CHARGING POINTS

1. The Customer may also avail of the electric vehicle charging stations placed in public areas or installed for public access ("**Public Charging Points**"). The Customer agrees to use the Public Charging Points in accordance with any instructions/user guidelines provided by either the owner/manager of such public property or provided by VEPL, and in case, where such instructions are unavailable, in a reasonable and prudent manner, having regard to the intent and purpose of the Public Charging Points. You acknowledge that the use of Public Charging Points may attract certain charges and You shall be liable for payment of such charges. VEPL or its Retail Partner shall not be liable for any damages or liabilities arising due to misuse or abuse of the Public Charging Points by the Customer.
2. VEPL or its Retail Partner shall not be liable in any manner whatsoever for any failures or damages caused to any person or property due to any voltage fluctuations, defects or deterioration in the electrical lines (including earthing) or other electricity supply infrastructure or due to any other causes.
3. VEPL or its Retail Partners shall not be responsible or liable in any manner whatsoever, for any loss and/or damages caused to the Vehicle, any person or property due to the usage of Public Charging Points by You.

7. USER MANUAL

An user manual ("**User Manual**") is available on VEPL's website [Please incorporate the details of Ather + VEPL website], detailing the parts, technology and functionality of the Vehicle and Charging Points. The User Manual shall also detail the manner in which the Vehicle is required to be used by the Customer. The Customer shall be required to read and understand the User Manual completely and use the Vehicle in accordance with the instructions provided in the User Manual. The User Manual may be updated from time to time to reflect any changes to the features and functionalities of the Vehicle, and You agree to comply with the stipulations and requirements of such updated User Manual. You can access the latest version of the User Manual. VEPL shall not be liable for any claims of damages or liabilities that arise due to the use of the Vehicle by the Customer in violation of the terms of the User Manual.

8. WARRANTY

VEPL provides limited warranty for Your Vehicle, battery and associated components subject to VEPL's Warranty Policy. The details of the warranties provided are subject to the model of Your Vehicle. You can view the Warranty Policy for each Vehicle model []. Only the Warranty Policy for Your Vehicle model will be applicable to You.

It is hereby clarified that by accepting these Purchase Terms, You have read the Warranty Policy as mentioned herein and have given your deemed acceptance to the same. We recommend You read the Warranty Policy before accepting these Purchase Terms.

9. SUBSCRIPTION PLANS

VEPL offers a suite of separate, on-going services ("**VEPL Subscription Services**") along with the sale of the Vehicle under the VEPL Subscription Terms ("**VEPL Subscription Terms**"). Unless otherwise stated by VEPL, Your use of the VEPL Subscription Services or any plans comprising of selected bundle of services ("**VEPL Plans**") will be subject to payment of a separate fee for such VEPL Subscription Services or the VEPL Plans. The details of the services, the terms and conditions and the respective charges will be as per VEPL Subscription Terms available []. You have to purchase the VEPL Subscription Services separately and such services shall be governed by VEPL Subscription Terms.

10. EULA

1. End User License Agreement ("**EULA**") is a legally binding agreement under the terms of the between VEPL and the user for use of software and firmware which is owned by or licensed to VEPL. The EULA is [].
2. It is hereby clarified that by accepting these Purchase Terms, You have read the EULA as mentioned herein and have given your deemed acceptance to the same. We recommend You read the EULA before accepting these Purchase Terms.

11. DATA COLLECTION USE AND PROTECTION

1. You hereby provide consent to VEPL in Annexure B hereof for collecting your Personal Information and any such Personal Information disclosed by You on any of the VEPL Channels shall be governed by the relevant VEPL privacy policy ("**Privacy Policy**") made available by VEPL in such VEPL Channel.
2. In addition to the information collected through the VEPL Channels, VEPL collects various information including personal information from the Customer for the purchase of the Vehicle, for the various services provided by VEPL and other activities either directly or through its Retail Partners and third-party vendors. The term "**Personal Information**" would mean to include any information that either independently or together with other information can identify an individual. We respect the trust You place in Us while sharing Your Personal Information and accordingly, We have detailed the information that is collected and the purposes for which it is used in Annexure **A** to these Purchase Terms.

12. CUSTOMER RESPONSIBILITY

1. You must not purchase or use the Vehicle if You are not over the legal age to use the Vehicle. You must not purchase any Vehicle on behalf of another person who is not above the legal age to use the Vehicle.
2. You understand that You are responsible for damage to the Vehicle and Charging Points caused by Your actions and default in observing and following the User Manual. In relation to the Vehicle, You understand the nature of riding an electric scooter and related activities and acknowledge that You are qualified to operate the Vehicle and are in proper physical condition to ride it. You agree to assume all risks when allowing others to operate the Vehicle. If You are not familiar with the nature of riding an electric scooter, You should seek professional training before operating an electric scooter.
3. You should have a valid driving licence or permission granted by the competent government authority, as may be required as per applicable laws, in order to use the Vehicle. You are responsible for ensuring that You hold a valid, current version of any such licence.
4. Riding an electric scooter off road or on road involves risks and dangers of serious bodily injury including, but not limited to, disability, paralysis, dismemberment and

death. These inherent risks and dangers may be caused by the rider's own actions or inactions, the actions or inactions of others, participating or not participating in the activity, the condition in which the activity takes place, or the negligence of others. There may be additional risks, including social and economic loss, either known or unknown to You, not readily foreseeable, and You fully accept and assume responsibility for all such risks, losses, costs, and damages incurred as a result of Your participation in riding an electric scooter.

5. In the event You choose to transfer ownership or use of the Vehicle purchased by You to a third person, You must inform VEPL in accordance with these Purchase Terms, to enable VEPL to delete Your user profile and replace it with the user profile of the transferee. In the event you permit any other individual to use the Vehicle without informing VEPL, the information of the user will be captured and recorded by Us as if it was Your information, and You indemnify Us against any claims made by the user against VEPL in relation to the collection and/or use of such information in accordance with these Purchase Terms.
6. In the event, the Vehicle is delivered to You with a temporary registration, You shall ensure that the Vehicle is registered with the competent authority within 30 days from such temporary registration date and provide the permanent registration number to VEPL or its Retail Partner, in order for VEPL to complete the update formalities.
7. In the event, You fail to provide the permanent registration number within 30 days from the date of temporary registration, you shall be liable to pay for any costs or expenses that may arise on account of such non-registration.

13. RESALE OF THE VEHICLE

1. In the event, if You intend to transfer the ownership of the Vehicle purchased by You, You ("**Seller**") shall be responsible to promptly notify VEPL of such sale. On receipt of notice from the Seller, VEPL shall delete all information relating to the Seller from its systems except information that is required to be retained by VEPL to (i) comply with applicable laws; and (ii) defend itself against third party claims. You agree that any Vehicle related information recorded by VEPL is VEPL's property and will be retained by VEPL. You agree to inform any purchaser of the Vehicle ("**Buyer**"), that the Buyer's use of the Vehicle is subject to such Buyer's acceptance of these Purchase Terms which shall also include deemed acceptance of the Warranty Policy, EULA and VEPL Subscription Terms (if any VEPL Subscription Services or VEPL Plans are availed). You will be required to pass on any such Vehicle information or information regarding the maintenance and servicing of the Vehicle (including the Maintenance Matrix) to the Buyer of the Vehicle. In the event You intend to change the user profile on the Vehicle, You will follow the same procedure as specified above. The profile of the new user of the Vehicle shall be updated subject to the acceptance by the new user of these Purchase Terms and the Consolidated Terms are deemed to be part of these Purchase Terms.
2. Any sale of the Vehicle by You shall require the Buyer to independently accept these Purchase Terms. You may not directly assign the rights and obligations created under these Purchase Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of VEPL. Any purported assignment or delegation by You without the prior written consent of VEPL will be null and void. VEPL or its Retail Partner may assign its rights and obligations arising out of or in connection with these Purchase Terms to any third party without Your consent.

14. RECALL

1. In the event the Vehicle purchased by You is recalled, VEPL shall notify the same by publishing information regarding such recalled Vehicles on its Website. If Your Vehicle is listed for recall on the Website, You are advised to call customer support service or visit the Retail Partner location for instructions on further action required to be taken by You. The Customer understands and acknowledges that any such recall made by VEPL shall be in relation to ensuring better safety and handling of the Vehicle and the Customer shall not have any claims against any damages arising out of or in connection with such recall.

15. INDEMNIFICATION

1. You agree to defend, indemnify and hold harmless VEPL and its employees, managers, officers, directors, Retail Partner, contractor/agents ("**VEPL Parties**") from and against any 'Losses' (*hereinafter defined*) arising out of, related to, or in connection with (including as a result of Your direct activities or those conducted on Your behalf, those conducted at Your request, or those otherwise attributable to You): (i) Your access to or use of the Vehicle, Charging Point and/or the VEPL Technology (as defined in the EULA);
- (ii) Your breach or alleged breach of these Purchase Terms; (iii) Your violation or alleged violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right; (iv) Your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation or alleged misrepresentation made by You. You shall not settle any claim relating to these Purchase Terms without the prior written consent of VEPL.

The term "**Losses**" used herein in this Clause 15 of these Purchase Terms shall mean any and all damages, losses, deficiencies, liabilities, penalties, judgments, settlements, claims, payments, fines, charges, interest, costs and expenses, whether or not resulting from third party claims, including the costs and expenses of any and all 'Actions' (*hereinafter defined*) and demands, assessments, judgments, settlements and compromises relating thereto and the costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder these Purchase Terms.

The term "**Action**" used herein in this Clause means any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any union, state, local, governmental authority or any arbitration or mediation tribunal.

2. Subject to Clause 15.3 of these Purchase Terms, any payment due under this Clause 15 (Indemnification) of these Purchase Terms shall be made by the Customer within fifteen (15) days of receipt of a written notice from VEPL.
3. Any claim on account of Losses which does not result from a third-party claim shall be asserted by written notice given by VEPL to the Customer. The Customer shall have a period of fifteen (15) days after the receipt of such notice within which to respond thereto. If the Customer does not respond within such fifteen (15) day period, the Customer shall be deemed to have accepted its responsibility to make the payment. If the Customer responds within such fifteen (15) day period rejecting such claim in whole or in part, VEPL shall be free to pursue any of the remedies available to them.
4. In the event of payment by or on behalf of the Customer to VEPL in connection with any third party claim, the Customer shall have the right to be subrogated to and stand in the place of VEPL as to any events or circumstances in respect of which VEPL may have any right, defense or claim relating to such third party claims against any claimant or plaintiff asserting such third party claim or against any other person, subject to VEPL's sole decision over such subrogation. Parties shall cooperate in a reasonable manner, and at the cost and expense of the Customer, in prosecuting any subrogated right, defense or claim.
5. In the event of any Action in which the Customer is not a named defendant, if either VEPL or Customer shall so request, the Parties shall endeavor to substitute the Customer for the named defendant or otherwise hold the Customer as party thereto, if at all practicable. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall, if requested in writing by the Customer, allow the Customer to manage the Action as set forth in this Clause, and the Customer shall fully indemnify the named defendant/VEPL against all costs of defending the Action, the costs of any judgment or settlement, and the cost of any interest or penalties relating to any judgment or settlement with respect to such third party claim.
6. The rights of indemnification of VEPL under this Clause 15 (Indemnification) shall be in addition to all other rights available to it in law, equity or otherwise, including without limitation rights of specific performance, recession and restitution.

16. LIMITATION OF LIABILITY

1. UNDER NO CIRCUMSTANCES WILL VEPL'S AGGREGATE AND CUMULATIVE (NOT PER CLAIM) LIABILITY TO YOU FOR DIRECT DAMAGES EXCEED THE PURCHASE PRICE OF THE VEHICLE. IF THE FOREGOING LIMITATION OF LIABILITY IS NOT ENFORCEABLE, THEN UNDER NO CIRCUMSTANCES WILL VEPL'S AGGREGATE LIABILITY (NOT PER CLAIM) TO YOU EXCEED THE MINIMUM AMOUNT REQUIRED BY APPLICABLE LAW IF ANY.
2. UNDER NO CIRCUMSTANCES WILL VEPL OR ITS AUTHORISED RETAIL PARTNER BE LIABLE FOR ANY LOSSES, DAMAGES, OR OTHER LIABILITIES OF ANY KIND WHICH A CUSTOMER MAY ENCOUNTER ON ACCOUNT OF NON-AVAILABILITY/NON-FUNCTIONALITY OF NETWORK/CONNECTED FEATURES THAT MAY AFFECT THE PERFORMANCE OR EXPEIRENCE (BY WHATEVER NAME CALLED) OF THE VEHICLE.
3. EXCEPT AS SET FORTH IN THE PRECEDING CLAUSE AS TO VEPL WITH REGARD TO DIRECT DAMAGES ONLY, UNDER NO CIRCUMSTANCES WILL THE VEPL PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, OR OTHER LIABILITIES OF ANY KIND, INCLUDING, FOR EXAMPLE, ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (A) THE VEPL CONTENT; (B) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF VEPL SERVICES; (C) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE VEPL PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PERSON OR ENTITY'S USE OF ANY VEPL SERVICES; (D) ANY ERRORS OR OMISSIONS IN VEPL SERVICES' OPERATION; (E) ANY DAMAGE TO ANY USER'S VEHICLE (INCLUDING YOURS), COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION,

DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE VEPL PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF VEPL SERVICE). IN NO EVENT WILL VEPL BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY EXCEPT FOR, AND TO THE EXTENT SUCH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW. YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF VEPL'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY (INCLUDING INTELLECTUAL PROPERTY), PRODUCT OR OTHER CONTENT OWNED, LICENSED, OR CONTROLLED BY VEPL, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY VEPL.

7. Nothing in Purchase Terms shall be construed as establishing or implying any partnership or joint venture arrangement between the Parties, nor shall it be deemed to constitute either of the Parties as the agent of the other Party and no employment or any other relationship shall be construed or created between the Parties.
8. VEPL reserves the right to update these Purchase Terms from time to time. Your continued use of the VEPL Vehicle, VEPL Services and/or the VEPL Technology shall indicate Your acceptance of the revised Purchase Terms.

17. RESOLUTION OF DISPUTES

1. If there is any controversy, claim, action, or dispute arising out of or related to the breach, enforcement, interpretation, validity or any aspect of these Purchase Terms or the Consolidated Terms ("Dispute"), the parties to such dispute shall first attempt in good faith to settle such Dispute by providing written notice to the other Party or Parties describing the facts and circumstances of the Dispute and allowing the receiving Party or Parties 30 (thirty) days to respond to or settle the Dispute. The foregoing procedure is a condition precedent that must be satisfied before any Party initiates any litigation or files any claim against any other Party in relation to the Dispute except with respect to VEPL's right to seek injunctive relief as set forth in these Purchase Terms. You may not proceed in a class, consolidated, or representative capacity in relation to any Dispute.
2. In the event the Parties fail to resolve the Dispute through mutual discussions within a period of 30 (thirty) days from the date of intimation of such Dispute, the Courts in Kathmandu, Nepal shall have the exclusive jurisdiction to resolve the Dispute between the Parties.
3. Notwithstanding the foregoing, You acknowledge that any breach or threatened breach of these Purchase Terms by You will result in irreparable harm for which damages would not be an adequate remedy, and, therefore, in addition to Our rights and remedies otherwise available at law, We shall be entitled to seek immediate equitable relief, including injunctive relief, as appropriate. If We seek any equitable remedies, We shall not be precluded or prevented from seeking remedies at law, nor shall We be deemed to have made an election of remedies.

18. MISCELLANEOUS

1. These Purchase Terms supersedes any previous letter of intent, agreements, understanding and/or correspondence between the Parties in relation to the matters dealt with herein, and represents the entire understanding between the Parties in relation thereto.
2. For the avoidance of doubt, VEPL will have no liability in connection with VEPL taking any actions that it has the right to take under these Purchase Terms. VEPL may perform any of its obligations or exercise any of its rights under the Purchase Terms using independent contractors, subcontractors, and other non-employees performing or acting on behalf of VEPL or at VEPL's request (collectively, "**Contractor/Agents**"). All actions taken under or in connection with Your account, whether by You or by any other person or entity, are attributable to You under these Purchase Terms.
3. The rights and remedies available under these Purchase Terms may be exercised as often as necessary and are cumulative and not exclusive of rights or remedies provided by law. It may be waived only in writing. Delay in exercising or non-exercise of any such right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.
4. Nothing herein is intended, nor shall be construed to confer upon any third party any right, remedy or claim under or by reason of these Purchase Terms. Subject to resale of the Vehicle, these Purchase Terms shall inure to the benefit of, and be binding upon, the Parties only.
5. The invalidity or unenforceability of any part of these Purchase Terms shall not prejudice or affect the validity or enforceability of the remainder of the Purchase Terms.
6. Please address Your grievances, feedback or questions, without limitation, with respect to the Purchase Terms, please contact Us at

ANNEXURE A

Collection and Use of Your Personal Information

1. Collection and Use of Your Information for Transactional Requirements

VEPL and its Retail Partner collect various information including Personal Information from its Customers for transactional requirements and provision of certain services from time to time. VEPL or its Retail Provider may provide their services either directly or through a third party duly authorized by VEPL or its Retail Partner. Detailed below is the information/Personal Information collected by VEPL or its Retail Partner for such purposes:

1. information relating to Your name, address, mobile number, and e-mail ID under these Purchase Terms to provide the following services and/or perform the following activities:
 1. To complete the required assessment at the place selected by You for installation of the charging infrastructure. You consent to be contacted by Us directly or by a third party authorized by Us either vide an email, telephone call or SMS to schedule an appointment for such assessment or provide You information regarding Your booking of the Vehicle.
 2. To generate invoices and other documents related to the purchase of the Vehicle and the services that would be provided by VEPL or its Retail Partner.
 3. To provide customer support services.
 4. To carry out vehicle maintenance and related activities.
 5. To create an account for Your use on the various VEPL channels and for setting up Your account to sync Your information with Your Vehicle.
2. For the purposes of making an application for the registration of Your Vehicle, VEPL or its Retail Partner collects Your citizenship certificate, proof of identity, proof of address, passport size photograph, details of Your insurance policy, Your PAN and any other documents as may be required by the relevant authority. You hereby consent to the use of the above-mentioned information by VEPL or its Retail Partner and its authorized third party for the purpose of registration of Your Vehicle.
3. VEPL or its Retail Partner retains and stores all information shared by You on various forms submitted by You to VEPL or its Retail Partner, including but not limited to Booking forms, test-ride booking forms and newsletter signup forms in order to maintain Your transaction history with VEPL or its Retail Partner and keep a record of the consents provided by You for use of such information by VEPL or its Retail Partner.
4. VEPL or its Retail Partner records and stores all email interactions with its Customers, including but not limited to read receipt, history of interaction with You vide electronic mail for the purpose of providing customized customer support to You.
5. In the event You contact Us or the Retail Partner customer support team or We or the Retail Partner customer support team contacts You pursuant to Your request, VEPL or Its Retail Partner will record all conversations for internal training and audit purposes.
6. During Your use of the Vehicle, VEPL or its Retail Partner may collect information with respect to Your location for the purpose of providing the various VEPL Subscription Services you may have subscribed to, and to enable various features of the Vehicle and the corresponding mobile application.
7. Information relating to charging of the Vehicle, including but not limited to charging time and location of charging the Vehicle, and units of electricity consumed, are collected for the purpose of reimbursement of charges in case of subscribers of the VEPL Subscription Services, for optimizing the charging experience, and to assess required locations for and required numbers of additional Charging Points.
8. We will record and retain information relating to Your subscription to VEPL Subscription Services and Your payment history to subscribe to VEPL Subscription Services for the purpose of complying with applicable laws and to provide You with customer support services relating to Your VEPL Subscription Services.
9. Upon termination of the Services (for any reason) and/or if requested by You in writing, VEPL and its authorized third-party shall as soon as reasonably practicable delete the Personal Information, PROVIDED that VEPL may: (a) retain one copy of the such Personal Information as necessary to comply with any legal, regulatory, judicial, audit or internal compliance requirements; and/or (b) defer the deletion of the Personal Information to the extent and for the duration that any Personal Information or copies thereof cannot reasonably and practically be expunged from VEPL's and its authorised third-parties systems; and for such retention or deferral periods as referred to in subparagraphs (a) or (b) of this clause, the provisions of this applicable law shall continue to apply to such Personal Information.

2. Transfer of Information to Third Parties

1. The services as detailed and provided by VEPL or its Retail Partner from time to time may be performed by VEPL or its Retail Partner, either directly or through its authorized third-parties. In the event VEPL or its Retail Partner authorizes a third-party to perform the services, VEPL or its Retail Partner shares Your personal information with such authorized third-parties for the performance of these services, without any limitation of territorial or cross-border jurisdiction.
2. VEPL or its Retail Partner will share personal information provided by You with the Facilitator or Insurance Provider, if applicable, to ease the completion of the process of the loan application or purchase of the insurance policy.
3. VEPL or its Retail Partner will further share Your information with the Regional Transport Office for the purpose of registration of the Vehicle purchased by You.
4. VEPL has partnered with various telecom network providers to make the Vehicle internet enabled. Accordingly, the network providers would have access to all the information generated by You through the use of the data/internet services provided by the said telecom network providers.
3. We may aggregate or anonymize the information provided by You as part of our analytics. You agree and acknowledge that such anonymized or aggregated information will no longer constitute Your personal information and will not be subject to these Purchase Terms.

ANNEXURE B
Consent Letter by the Customer

To,
Vaidya Energy Pvt. Ltd.
Kathmandu, Nepal

Subject: Explicit consent to provide personal information.

Dear Sir/Madam,

I hereby express my intent to purchase Vehicle [brand, type] through VEPL or its Retail Partner. VEPL or its Retail Partner briefs me about need of my personal information as outlined below and to enable and allow them to use such my personal information for the purpose as described in Electric Two-Wheeler Vehicles Purchase Terms (agreements) and other documents where I agree, confirm and sign along with this consent letter. Thus, I fully agree to provide following my personal information as outline below and enable and allow VEPL or its Retail Partner or authorized person to use such my personal information for the purpose as described in the Agreements, its annexures as per Privacy Act, 2075 (2018).

I also declare that all the information and details provided by me are true and correct. I shall immediately notify you of any such changes. This consent letter shall be an integral part of (agreement) between VEPL or its Retail Partner and me.

1. Personal Details:

- a. Full Name:
- b. Date of Birth:
- c. Citizenship/Passport/Driving License Number:

Issued Date:

Issuing Office:

Expiry Date:

d. Address:

e. Permanent/Current Address:

District, Municipality, Ward

Tole/Block/Street.....

f. Mobile No.

g. Email Address:

2. I/We hereby acknowledge and consent that VEPL or Retail Partner shall use my personal information:

- a. To complete the required assessment at my place for installation of the charging infrastructure. I am fully agreeing to be contacted by VEPL or Retail Partner directly or by a third party authorized by VEPL or its Retail Partner either vide an email, telephone call or SMS to schedule an appointment for such assessment or provide me information regarding my booking of the Vehicle.
- b. To generate invoices and other documents related to the purchase of the Vehicle and the services that would be provided by VEPL or its Retail Partner.
- c. To provide customer support services.
- d. To carry out vehicle maintenance and related activities.
- e. To create an account for Your use on the various VEPL channels and for setting up Your account to sync Your information with Your Vehicle.

3. Further, I hereby agree:

- a. to provide my copy of citizenship certificate, passport size photograph, copy of insurance policy, PAN, and any other documents as may be required by the relevant authority for the purpose of making an application for the registration of Vehicle. I give my consent to use provided information by VEPL or its Retail Partner and its authorized third party for the purpose of registration of Vehicle to my ownership.
 - b. that VEPL or its Retail Partner shall retain and store all information shared by me on various forms along with this this form submitted by me to VEPL or its Retail Partner, including but not limited to Booking forms, test-ride booking forms and newsletter signup forms in order to maintain my transaction history with VEPL or its Retail Partner and keep a record of the consents provided by me for using of such information by VEPL or its Retail Partner.
 - c. to provide of and consent to VEPL or its Retail Partner or its authorized person to use/process my personal information for further other purpose in accordance with Annexure A.
 - d. and hereby authorize the VEPL or its Retail partner or authorized person to transfer my personal information or data to the third parties, without any limitation on territorial or cross-border jurisdiction, for the purpose as stated in Annexure A.
4. I hereby confirm that I read and understood the terms and conditions and duly signed and handed over this consent letter to VEPL or its Retail Partner for the purpose to using as described herein above.

Signature:.....

Name:

Thumb Impression

Right

Left

Date: