**Application**

Sample

**Offer**

**Purchase of Franchise**

**"Green CLASSO & \_\_\_\_\_\_\_\_\_" + [EVs Virtual Power Plants] UK (3.3 MW)**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Participating countries Global Network | Energy purchase Tariff in force in the country | **[EVs Virtual Power Plants]****Tariff 1** | [EVs Virtual Power Plants]  MW/ in year Purchase of additional power | Service region | Number of Terminals on the wayStage 12025/ 2027 | **Land owner income****Tariff 2** | **Payment for energy delivery/****National grid****Tariff 3** | **SPPG income****Tariff 4** | [EVs Virtual Power Plants]  **Tariff 5** |
| Kazakhstan2823/ 28 Terminals | 0.05 | **0.06** | 3,3\*28= 92,4129,360,000 kWh | KazakhstanKyrgyzstanAzerbaijanGeorgia | 11 | **0.05** | **0.02** | 0.03 | 0.09 |
| Kyrgyzstan1063/ 10 Terminals | 0.05 | **0.06** | 3,3\*10= 3346,200,000 kWh | KazakhstanKyrgyzstanAzerbaijanGeorgia | 9 | **0.05** | **0.02** | 0.03 | 0.09 |
| Azerbaijan1784/ 17 Terminals | 0.05 | **0.06** | 3,3\*17= 56,178,540,000 kWh | KazakhstanKyrgyzstanAzerbaijanGeorgia | 2 | **0.05** | **0.02** | 0.03 | 0.09 |
| Georgia881/ 8 Terminals | 0.05 | **0.06** | 3,3\*8=26,436.960,000 kWh | KazakhstanKyrgyzstanAzerbaijanGeorgia | 2 | 0.05 | 0.02 | 0.03 | 0.09 |
| Bulgaria1660/ 16 Terminals | 0.08 | **0.09** | 3,3\*16=52,873,920,000 kWh | BulgariaSpainSlovenia | 7 | 0.05 | 0.02 | 0.03 | 0.06 |
| Estonia/ Wind 343/ 3 Terminals | 0 | **0** | 3,3\*3= 9,929,700,000 kWh | LatviaLithuaniaEstonia | 6 | 0.05 | 0.02 | 0.03 | 0.15 |
| Spain2558/ 25 Terminals | 0 | **0** | 3,3\*25= 82,5115,500,000 kWh | Spain | 8 | 0.05 | 0.02 | 0.03 | 0.15 |

FRANCHISE PURCHASE AGREEMENT FOR THE CONSTRUCTION OF KEMPOWER TERMINAL FOR ELECTRIC TRUCK CHARGING AND OTHERS

City: \_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_

Parties to the Agreement:

**Franchisor:**

Company: ["Green CLASSO & \_\_\_\_\_\_\_\_\_" + [EVs Virtual Power Plants] UK]

Address: [Company Address]

Phone: [Company Phone]

Email: [Company Email]

Representative: [Representative Name]

Position: [Representative Position]

**Franchise:**

Name: [Participant in the global network of electric charging stations "Green CLASSO & \_\_\_\_\_\_\_\_\_" + [EVs Virtual Power Plants] UK]

Franchise Term: [Perpetual]

Includes:

Kempower Terminal for electric truck charging (Mandatory): [5]

Kempower Terminal for electric car charging (Mandatory): [5]

Kempower Terminal for electric airplane charging (Optional): [1] + [+ 100,000 ($/€/£)]

Paid Toilet (Mandatory): [1/5]

Smart Vending (Mandatory): [5]

Smart Hotel (Optional): [1/30] / [+ 750,000 ($/€/£)]

Billboard (Mandatory): [1/5]

3D Advertising (Mandatory): [1/10]

Smart Bench (Optional): [1]

Parking for electric trucks (Mandatory): [30]

Accrual of Income from the Additional Infrastructure of the Terminal: Franchisor / Franchisee (TABLE No. 1)

TABLE No. 1

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Name** | **Cost/ Tariff****($/€/£)** | Calculation period | **Franchisor****income:****($/€/£)** | **Franchisee A****Franchisee В** **income****($/€/£)** | **Third party income****($/€/£)** | **Commission 1%****($/€/£)** | **Link** |
| 1 | Terminal for 5 electric trucks+ 5 electric gas stations**3,3 MW/ 264,000 ($/€/£)**Land plot of a third party | 0.25 | 365  | 0.20 | 0.05 | 0.02 | 1% | https://www.gdbgreenport.eu/services-1-1 |
| 2 | Paid restroomLand plot of a third party | 1.00/10 | 365 | 0 | 3,650 | 0 | 1% | https://www.gdbgreenport.eu/s-projects-side-by-side |
| 3 | Vending machines5Land plot of a third party | 100.00/500.00 | 52 weeks | 13,000 | 13,000 | 0 | 1% | https://www.gdbgreenport.eu/s-projects-side-by-side |
| 4 | Smart-Hotel Land plot of a third party | 30.00/ 900.00 | 365 | 150,000 | 150,000 | 28,500 | 1% | https://marinedancer.en.made-in-china.com/product/FfArBmQVIakP/China-Space-Cargo-Mobile-Homes-Prefab-Glass-Cabin-Prefab-Room-House-Aluminum-Glass-Room.html |
| 5 | Billboard (rotation of 5 advertisement blocks per week). Land plot of a third party | 200.00/1,000 | 52 weeks | 26,000 | 26,000 | 0 | 1% | www.lumolab.pro |
| 6 | 3D advertising (rotation of 10 advertisement blocks per week). Land plot of a third party | 2,000.00/20,000 | 52 weeks | 520,000 | 520,000 | 0 | 1% | www.lumolab.prohttps://www.youtube.com/watch?v=k4WFTE\_ebZ8 |
| 7 | Smart benchLand plot of a third party | 10,000/50,000 | 1 year | 0 | 1,000/ 5,000 | 9,000/45,000 | 1% | https://www.gdbgreenport.eu/about-1-1 |
| 8 | Parking for electric trucksLand plot of a third party | 1.00/30 | 365 | 0 | 10,950 | 0 | 1% | https://www.hitachienergy.com/news/press-releases/2024/03/hitachi-and-penske-launch-large-scale-electric-truck-charging-pilot |

**Form of Agreement and Ownership of the Terminal:** [Investment Agreement]

**Distribution of Shares in the Investment Agreement and Property:**

* [Franchisor: 51%]
* [Franchisee: 49%]

**Franchisee A / Franchise Payment (Letter of Credit or Bank Guarantee):**

Company: [Company Name]

Address: [Company Address]

Phone: [Company Phone]

Email: [Company Email]

Representative: [Representative Name]

Position: [Representative Position]

**Franchisee B / Franchise Payment (Franchise Payment Installments - 36 months):**

Company: [Company Name]

Address: [Company Address]

Phone: [Company Phone]

Email: [Company Email]

Representative: [Representative Name]

Position: [Representative Position]

**Requirements for Franchisee A/B:**

Land Plot Size: [5,000 m2]

Land Plot Designation: [Industrial Designation]

Land Plot Location: [Near the main highway/in the direction of traffic]

Connection Point to External Network: [Within 1 km]

Payment for Customer Support Service (CSS)/ Letter of Credit: [5,000 ($/€/£)]

Franchise Payment A / Letter of Credit (100%): [1,200,000 ($/€/£)]

Franchise Payment B / Letter of Credit (5%): [60,000 ($/€/£)]

Franchise Payment B / Payment Schedule (12 months): [0 ($/€/£)]

(24 months): [570,000 ($/€/£)]

(36 months): [570,000 ($/€/£)]

Interest Rate: [0]

**Security Measures in Case of Non-Payment of the Franchise within 36 Months:**

Franchise Payment from the Landowner's Income: [80% per year]

Interest Rate: [+5% per year]

**ADDITIONAL PAYMENTS AND CHARGES:**

Insurance (1%/ 1,200,000 ($/€/£)): [12,000]

Reverse Insurance (1%/ 1,200,000 ($/€/£)): [12,000]

Technical Maintenance: (0.5%/ 1,200,000 ($/€/£)): [6,000]

Payment for Auditor's services ($/€/£): [12,000]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**-TOTAL: ($/€/£): [42,000]**

**Encouraging integrity ($/€/£):** [Investment Package for the Absence of an Insurance Case Within a 12-Month Period/ 9,000]

The Investment Package is forfeited in the following scenarios:

* Equipment and Property:
* Equipment damage
* Loss or damage of goods
* Property damage
* Vehicle damage
* Automobile theft
* Theft
* Fire
* Entrepreneurial Risks:
* Professional liability
* Lack of insurance coverage
* Non-performance of obligations (participant in the "Trust Program")
* Theft (fraudulent activity)
* Deception
* Theft (fraudulent activity)
* Unexpected Company Expenses:
* Unexpected employee expenses (resulting in harm to others)
* Failure to comply with loading and unloading protocols
* Presence of unaccounted goods
* Non-payment
* Lack of insurance coverage
* Employee Safety and Welfare:
* Accidents at the workplace
* Non-compliance with obligations.

Legal support:

* [Auditor]
* [External Auditor]

**1. SUBJECT OF THE AGREEMENT**

1.1. The Franchisor grants the Franchisee the right to use the franchise ["Green CLASSO & \_\_\_\_\_\_\_\_\_" + [EVs Virtual Power Plants] UK], including the construction and operation of the Kempower Terminal for electric truck charging and others (hereinafter referred to as the "Terminal") under the terms outlined in this agreement.

1.2. The Franchisee agrees to comply with all conditions and standards established by the Franchisor for the operation of the Terminal.

**2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**2.1. Rights and Obligations of the Franchisor:**

2.1.1. Grant the right to use trademarks, logos, and other intellectual property related to the Terminal.

2.1.2. Construct and operate the Terminal in accordance with the instructions and standards provided by the Franchisor.

2.1.3. Ensure the Terminal complies with all applicable legal and regulatory requirements.

2.1.4. Timely make all payments provided for by this agreement from the sale of energy in accordance with a unified tariff: 0.05 ($/€/£) per 1 kWh.

2.1.5. Timely make all payments stipulated by this agreement from the operation of additional Terminal infrastructure in accordance with the unified Tariff: TABLE 1.

2.1.6. Include the Terminal in the unified service ["Green CLASSO & \_\_\_\_\_\_\_\_\_" + [EVs Virtual Power Plants] UK], including additional Terminal infrastructure.

2.1.7. Provide the Franchisee with all necessary documents and instructions for the construction and operation of the Terminal.

2.1.8. Receive payments provided by security measures in case of non-payment of the franchise within 36 months in a non-disputable manner.

2.1.9. Buy out the Terminal from Franchisee A/B at any stage in case of violation of the terms of Terminal operation more than 3 times (insurance case). The buyout price of the Terminal, in this case, will be 1,200,000 ($/€/£).

2.1.10. Not disclose confidential information received from the Franchisor.

**2.2. Rights and Obligations of the Franchisee:**

2.2.1. Provide the Franchisor with all necessary documents for the construction of the Terminal no later than 90 calendar days from the date of signing this Agreement.

2.2.2. Provide technical and consulting support to the Franchisee during the construction and operation of the Terminal.

2.2.3. Construct and operate the Terminal in accordance with the instructions and standards provided by the Franchisor.

2.2.4. Ensure the Terminal complies with all applicable legal and regulatory requirements.

Timely make all payments stipulated by this agreement, as required by the Franchisee.

2.2.5. Timely receive all payments stipulated by this agreement from the sale of energy in accordance with the unified Tariff: 0.05 ($/€/£) per 1 kWh.

2.2.6. Timely receive all payments stipulated by this agreement from the operation of additional Terminal infrastructure in accordance with the unified Tariff: TABLE 1.

2.2.7. Ensure sanitary, cultural, and other requirements for the operation of the Terminal as provided by the Franchise. Receive an investment package from the Franchisor in the absence of an insurance case in the amount of 9,000 ($/€/£) or 30 kWh/ 12.

2.2.8. Sell the Terminal to the Franchisor within 36 months from the date of signing the Act of Commissioning the Terminal at a price of 1,200,000 ($/€/£). In this case, the settlement with the Franchisee will be made within 36 months. From the moment of signing the agreement for the sale of the Terminal, the Franchisee's income will not be accrued or transferred. At the end of the 36 months, the Franchisee may sell their share in the Investment Agreement at market value, initially offering their share to the Franchisor. If the Franchisor declines to purchase the Franchisee's share within 30 (Thirty) Calendar days, the Franchisee will be able to sell their share at the same price to a third party.

2.2.9. Not disclose confidential information received from the Franchisor.

**3. PAYMENTS AND SETTLEMENTS**

3.1. Franchisee A agrees to pay the Franchisor an initial franchise fee of 1,200,000\_ within \_90 days from the date of signing this agreement.

3.1.1. Franchisee B agrees to pay the Franchisor an initial franchise fee of 1,200,000\_ within \_36 months from the date of signing this agreement, including payments stipulated by this Agreement.

3.2. The Franchisee agrees to pay royalties at the rate of \_\_Tariff from the Terminal's income according to TABLE 1 quarterly, by the 15th day of the month following the previous quarter.

3.3. The Auditor is responsible for the distribution and accrual of funds. The Franchisee pays the Auditor's fees in full.

3.4. All payments under this agreement are made in the currency \_\_\_\_\_\_\_\_\_\_\_ by transferring funds to the bank accounts of the Franchisor and Franchisee specified in this Agreement.

**4. TERM OF THE AGREEMENT**

4.1. This agreement comes into force on the date of its signing and is valid for 30\_ years.

4.2. Upon expiration, this Agreement may be extended by mutual consent of the parties.

**5. LIABILITY OF THE PARTIES**

5.1. In the event of non-performance or improper performance of their obligations under this agreement, the Parties shall be liable in accordance with the applicable laws of \_\_\_\_\_\_\_\_\_\_\_.

5.2. The Franchisee is fully responsible for the operation of the Terminal and compliance with all applicable legal and regulatory requirements.

**6. CONFIDENTIALITY**

6.1. The Parties agree not to disclose confidential information obtained during the performance of this agreement to third parties without the written consent of the other party.

6.2. The confidentiality obligations remain in effect for 3\_ years after the termination of this agreement.

**7. DISPUTE RESOLUTION**

7.1. All disputes and disagreements arising from or related to this agreement shall be resolved through negotiations between the parties.

7.2. If no agreement is reached, disputes shall be resolved in the arbitration court of \_\_\_\_\_\_\_\_\_\_\_.

**8. FINAL PROVISIONS**

8.1. All amendments and supplements to this agreement must be made in writing and signed by both parties in English and \_\_\_\_\_\_\_\_\_\_\_ languages.

8.2. This agreement is drawn up in two copies, in \_\_\_\_\_\_\_\_\_ languages, each having equal legal force, one for each party. In the event of discrepancies in the translation of this Agreement, the English text shall prevail.

**9. Signatures of the Parties:**

Franchisor:

[Franchisor's Representative Name]

[Signature]

Franchisee:

[Franchisee's Representative Name]

[Signature]