

Dimo Hosting Agreement

This Dimo Hosting Agreement (“Agreement”) identifies the rights, obligations, and promises made by and between Owner (“Owner”) and Host (“Host”) for operating a Dimo unit (“Dimo”) in Host’s vehicle.

This is a legally binding contract, having the following terms:

Dimo Owner (Owner):

Owner: Beflo Limited (Trading as Future Networks)

Owner email: support@futurenetworks.host

Dimo Host (Host): the individual or legal entity completing the form and ticking the checkbox to signify acceptance of the terms and conditions of this Agreement on the website <https://futurenetworks.host/dimo>, in order to become a Dimo Host.

Host name: as indicated upon registration on the website <https://futurenetworks.host/dimo>.

Host email: as indicated upon registration on the website <https://futurenetworks.host/dimo>.

Host phone number: as indicated upon registration on the website <https://futurenetworks.host/dimo>.

Host wallet: Host’s unique \$dimo token-compatible wallet, to which weekly payments shall be sent.

Monthly Fee payable by Owner to Host, in Honey tokens:

- 20% of the \$Dimo tokens earned in association with the Dimo provided by Owner to Host, for the payment period.

Effective Date: This Agreement comes into force upon Host’s successful submission of the form and ticking the checkbox to signify acceptance of the terms and conditions of this Agreement on the website <https://futurenetworks.host/dimo>, as well as the successful completion of the subsequent ID verification process, if applicable. By checking the checkbox “I agree to the terms & conditions of the Dimo Hosting Agreement” during form submission on the website <https://futurenetworks.host/dimo>, Host agrees to the terms and conditions of this Agreement.

Duration: The Agreement rolls each calendar month until either side gives notice.

Payment Cycle: Weekly, unless the Dimo payout structure changes.

1. OPERATION RIGHTS.

In exchange for the mutual promises and covenants herein, Host hereby grants to Owner the right, license and ability to operate the Dimo in their vehicle. Ownership of the Dimo remains with Owner.

2. HOST.

Host represents, warrants, and agrees the following:

- Host has the right and ability to operate the Dimo in the vehicle in which they intend to place the Dimo. Host shall not operate any Dimo in their vehicle except on behalf of Owner during the term of this Agreement.
- Host will take reasonable measures to ensure continued operation of the Dimo in the vehicle in which the Dimo is installed, which, at a minimum, includes maintaining power and Internet access to the Dimo while using the vehicle in which it has been installed.
- Host shall set up the Dimo within a reasonable amount of time which, unless agreed otherwise, shall be within four (4) days of receipt of the Dimo by Host. Failure to do so may result in \$dimo reward reductions, or even \$honey rewards reductions if Host is also hosting a Hivemapper dashcam from Owner.

d. Host shall inform Owner of any issues that arise with regard to their ability to drive, or any other difficulties that might interfere with Host's ability to contribute data to Dimo, within three (3) days of becoming aware of such an issue.

e. Host agrees to take reasonable measures to protect and not damage the Dimo, and is fully responsible for the safety, whereabouts and condition of the Dimo for the duration of this Agreement. Host shall not grant use or possession of the Dimo to anyone else. If the Dimo or any of its components are damaged, lost, stolen or sold as a result of negligent actions by Host, Host shall be liable to pay owner a penalty payment of up to £280, by bank transfer, to an account specified by Host, within 7 days of receiving written request for such a payment to be made. **The penalty payment shall not apply if the Dimo stops working for reasons outside Host's control.** If the Dimo stops working (i.e. is unable to earn \$Dimo tokens) for any reason, Host shall inform Owner about the issue within 7 days of becoming aware of the issue.

f. Host will be responsible for all personal taxes related to payments received from operating the Dimo.

g. Host shall, upon request of Owner, provide digital photographs of the Dimo, clearly demonstrating its location, physical condition, and proving that it is still in Host's possession, within 5 calendar days of such a request. Such a request cannot be made by Owner more frequently than once per 2 month period, except to follow up on previously unanswered requests. Failure to provide photographic evidence of the Dimo in Host's possession shall result in the penalty charge of up to £280 outlined in point 2.h of this Agreement being implemented, and shall be paid within 7 days of receipt of such a request to pay the penalty charge.

h. Host takes full responsibility for ensuring compliance with local rules and regulations while operating the Dimo. Host also takes full responsibility for any risks associated with the installation and operation of such equipment, which include but are not limited to damage to property or person during installation and operation. Host understands that Owner is in no way responsible for the functioning of the Dimo or its ability to operate as a way of providing data about Host's vehicle.

i. Host shall return the Dimo to Owner upon request by Owner, for any reason, within 7 days of receiving such a request to the Host's email address or phone number. In such cases, the Dimo shall be sent via tracked courier or using the Royal Mail's 'Special Delivery Guaranteed by 1pm' service as advertised at <https://www.royalmail.com/business/shipping/uk-services/special-delivery-guaranteed>, or an equivalent service, and all associated expenses shall be incurred by the Host. In such cases, Host shall provide tracking information to Owner. **Host understands and accepts that the cost of return shipping is a risk they are incurring by entering into this Dimo Hosting Agreement.** Failure to return the Dimo to Owner within the 7 day period shall result in a £1 penalty for every day past the 7 day limit that Host does not return the Dimo to Owner and provide proof of postage on the aforementioned postal service.

j. Host shall securely store the box (packaging) in which the Dimo arrives, as well as all components that are not used during installation. In case of returning the Dimo to Owner, Host shall return the Dimo and all components that arrived with the Dimo within the box in which it arrived. Host shall be liable for up to £30 for losing the box and / or any and all of the components that arrived with the Dimo.

k. Host shall be expected to drive (and therefore turn on the Dimo unit) a minimum of once per week. Distance driven is not relevant.

l. Each Dimo shall be connected to a Polygon 'master wallet' address of Owner. Host has no claims or rights to the tokens accrued in this 'master wallet', but only to the tokens which accrue in the wallet address to which Host's commission payments are sent. In the case that the tokens earned are accidentally sent to Host's personal Polygon wallet address instead of Owner's master wallet (due to technical errors, or any other cause), host shall return the difference between the total amount of tokens received and the amount of commission due to Host for the period, within 7 days of request by Owner.

m. Host agrees that Owner has no responsibility for any issues with the Dimo's hardware or software, as this is out of Host's hands. Host also bears no responsibility for any material, financial, or other losses, of any sort, caused by the Dimo.

V1 - October 27th, 2023

3. OWNER.

Owner represents, warrants, and agrees that:

a. Owner has the right and/or license to operate the Dimo.

B. Owner will do everything in their power to ensure that Host receives their share of the revenue generated by the Dimo to their Wallet, in accordance with this agreement, and shall do everything in their power to rectify any issues with payments to Host, including miscalculations, non-payment, or any other payment related issues, within a reasonable timeframe.

Since all payments are processed automatically by Polygon based smart contracts (code) written by Dimo Inc. and / or their partners, Owner shall not, however, be held liable for any such issues with payments to Host, as the process is largely out of Owner's control.

4. TERM and TERMINATION.

a. The Agreement rolls each calendar month until either side gives notice. This Agreement may be cancelled by either party at any time and for any reason by providing at least seven (7) days' notice prior to the end of the month.

b. Within seven (7) days of termination of this Agreement for any reason, Host shall send the Dimo to Owner's UK based physical address **at Host's expense**.

c. Termination or expiration of this Agreement for any reason shall not relieve Owner of its obligations to pay all fees accrued and due prior to termination, nor shall it relieve Host of its obligation to return the Dimo to Owner. Owner shall not owe any weekly fees after Termination of this Agreement.

5. NOTICES.

Notices shall be made by email to the email addresses provided above.

6. GOVERNING LAW & JURISDICTION.

Host and Owner agree that the laws of England and Wales shall apply to and govern this Agreement.

7. ASSIGNMENT:

Host shall not assign or transfer, in whole or in part, its rights or obligations under this Agreement without Owner's prior written consent.

8. NO PARTNERSHIP:

Nothing in the Agreement is intended to, nor shall it be deemed to, constitute a partnership or joint venture between Owner and Host, and neither party shall have authority to obligate or bind the other in any manner.

9. MODIFICATION:

This Agreement expresses fully the understanding between the parties. It may be modified by Owner at any time, however any changes made must be communicated in writing to Host at least fourteen (14) days prior to the change(s) coming into effect. In such a case, Host may dispute the changes made, but must do so within fourteen (14) days of receiving notification of such changes. A lack of response shall be deemed as acceptance of the new terms of this agreement. **If Host wishes to terminate this agreement due to modifications made by Owner, Host shall not be obliged to pay the fee associated with returning the Dimo.** Instead, this fee shall be paid in full by Owner.