

GENERAL TERMS AND CONDITIONS CHARGING STATIONS SHARING

(Terms beginning with capital letters are defined in paragraph 2.1. below)

Article I Introductory provisions

1.1. Application of the GTC and formation of the Contract

- 1.1.1. These general terms and conditions (hereinafter referred to as the "GTC") govern the rights and obligations between the company **AgeVolt Slovakia s. r. o.**, having its registered seat at Jarošova 1, 831 03 Bratislava, Slovak Republic, ID No.: 46479848, Tax ID No.: 2820015924, VAT ID No.: SK2820015924, registered in the Commercial Register of the District Court Bratislava I, Section: Sro, Insert No. 78174/B as the provider (hereinafter referred to as the "**Provider**") and the owner or authorised user (e.g. lessee) of the charging station enabling the charging of electric vehicles and meeting the minimum technical requirements necessary for it to be connected to the Portal as defined below, having sufficient authorisations to conclude and perform the Contract (hereinafter referred to as the "**Customer**").
- 1.1.2. The Contract between the Parties is created by signing or electronically filling in and submitting the Form through the designated functionality in the Portal or other interface of the Provider, or by negotiating and signing the Form or other contract in paper form (the Form or other contract shall always refer to these GTC), and its content is created by the Form and these GTC. In the event of a conflict, the arrangements in the Form shall prevail if they have been mutually agreed; unilateral reservations shall have no legal effect. Signature of the Form and execution of the Form in paper form shall be understood to include the exchange of signed scans of the Form via emails. Completion and submission of the Form via the designated functionality on the Portal shall also be understood as met by filling in the designated fields within the activation of the "Sharing" module or its equivalent on the Portal and activation of the said module or relevant functionality therein. If, prior to the conclusion of the Contract according to these GTC, contract on sharing of the charging station or a similar contract with similar subject matter and content as the Contract according to these GTC was concluded, such original contract shall apply together with the configurations on the Portal and these GTC (all together shall be, for these purposes, deemed to be the Contract). The original contract shall prevail over the GTC in the event of conflict or deviating provisions, until the original contract is replaced by the provisions of these GTC by express agreement of the Parties (e.g. through the dedicated functionality in the Portal, by signing the Form that refers to these GTC, etc.; however, standard acceptance of these GTC or an acknowledgement of these GTC when activating the "Sharing" module in the Portal shall not be deemed to be a such express agreement).

1.2. Basic grounds for entering into the Contract (purpose of the Contract)

- 1.2.1. The Customer is the owner or authorised user (e.g. by rental, including the ChaaS etc.) of an innovative charging system (station) for electric vehicles - the Charging Point manufactured, supplied and/or leased by the Provider and/or the another Charging Point, and is interested in enabling the operation of the Charging Point and thus enabling the Clients to charge electric vehicles, to be provided to the Customers by the Provider on its own behalf and account via the Portal, unless it is expressly agreed that the charging services to the Clients will be provided directly by the Customer via the Portal on its own behalf.
- 1.2.2. The Customer understands that, under the most probable interpretation of the Trade Act, for the activity according to the Contract, if the activity will involve any fee-based sharing of the Charging Point by the Provider (resp. insofar if the sharing is anyhow aiming reach of the profit by the Customer), the trade license "rental of movable property" (or equivalent), resp. "operation of electric vehicle charging stations" shall be registered; and insofar the Charging Point will be - based on the separate agreement with the Provider - shared to the Clients directly by the Customer, trade licenses for "provision of electric vehicle charging services" and "operation of electric vehicle charging stations" will be required. The Customer confirms and is responsible for the fact that it is authorised to conclude the Contract and has the necessary trade licence(s) at the latest on the date on which the provision of the services through the Charging Point is to be commenced. If the confirmation according to the previous sentence proves to be incomplete, incorrect, or false, this shall not affect the validity of the Contract, but the Customer shall bear the negative legal consequences and shall be liable to the Provider for any damage caused thereby. If the Customer is a foreign person and/or the Charging Point is to be located outside the Slovak Republic, other legal obligations

may apply, for the fulfilment of which the Customer is responsible. **For the reasons set out in this paragraph 1.2.2., the Customer enters into the Contract always as an entrepreneur (i.e. as a supplier) and never as a consumer.**

- 1.2.3. The Customer acknowledges that in order to operate the Charging Point, it is necessary to technically prepare the Charging Point in advance and to perform the Registration of the Charging Point on the Portal, whereby the above is provided and ensured by the Provider as the owner and operator of the Portal and the related IT platform. Registration of the Charging Point on the Portal may also occur simultaneously - within the framework of filling in the Form if it is filled in on the Portal. If the Form is signed physically, the Provider shall carry out the registration within 5 business days, unless a different registration term has been agreed.
- 1.2.4. The Customer agrees that the Customer's Charging Point (i.e. according to paragraph 1.2.1. above) shall be included in the network of charging stations and available to the Clients on the Portal and agree that under the terms of the Contract, the Provider shall provide electric vehicles charging to the Clients on its own behalf and account (unless it is expressly agreed that the Customer shall provide the electric vehicle charging service to Customers on its own behalf).
- 1.2.5. Unless expressly agreed otherwise, the operator (CPO) of the Charging Point (including the respective charging station) for purposes of the applicable laws, shall be the Customer; the Provider shall be the EMP (e-mobility service provider).

1.3. Validity and changes to the GTC

- 1.3.1. These GTC in their actual and valid version shall remain in force for the entire duration of the legal relationship between the Contracting Parties established by the Contract and also after its termination, until the full settlement of all claims arising therefrom (continuing provisions are not affected); this is without prejudice to the Provider's right to amend the GTC in accordance with the rules set out in the GTC below.
- 1.3.2. The Provider is entitled to unilaterally change the GTC as well as any related documents (e.g. the price list) at any time. The Provider shall notify changes to the GTC and other documents by publishing them on the Portal at least 15 (in words: fifteen) days in advance (before the change takes effect) in such a way that the Customer is duly aware of it (notification, etc.), by SMS and/or by sending the changed GTC or other documents to the Customer's e-mail address provided by the Customer during the registration process on the Portal, or during the activation of the module "Sharing" or its equivalent on the Portal. In case of disagreement with the changed GTC or any other changed document, the Customer is entitled to terminate the use of the services and cancel the Registration or deactivate the module "Sharing" or its equivalent on the Portal. The Customer may do the aforementioned via the Portal's dedicated functionality, if available, as well as by delivering a written notification or sending an email to helpdesk@agevolt.com, provided that if the Customer fails to do so by the time the amended GTC or the amended document becomes effective (which is always at least 15 days in accordance with this paragraph 1.3.2.), the contractual relationship between the Customer and the Provider shall be governed by the amended (new) GTC and other amended documents, which have been amended and notified in accordance with this paragraph 1.3.2., starting from their effectiveness.

Article II Definitions

- 2.1. Key words and expressions in these GTC shall have the meanings as set out below:
 - a. **Charging point** means a component (technical equipment) of the charging station - innovative charging system for electric vehicles, which is the exclusive property of the Customer or of which the Customer is the authorised user as specified in the Form or as otherwise determined by the Parties;
 - b. **Client** means the entity that is interested in using or will use the possibility of the electric vehicles charging through the relevant Charging Point included in the network of charging stations available on the Portal; the Client is also considered to be the entity that, by agreement of the Parties, will use the possibility of the electric vehicles charging through the relevant Charging Point not included in the network of the Charging Points or stations (i.e. the Charging Points serving only for the internal operational needs of the Customer, etc.).
 - c. **Commercial Code** means the Slovak Act No. 513/1991 Coll., the Commercial Code, as amended.

- d. **Contract** means the Contract on sharing of the charging station formed by the Form and these GTC, or by the other contractual documents in accordance with paragraph 1.1.2. above. So far these GTCs refer to the Contract, arrangements in the Contract, compliance with the Contract, etc., they shall always mean all the contractual documents, including, but not limited to, the Form and these GTCs.
 - e. **Contracting Parties** means the parties to the Contract, namely the Provider and the Customer.
 - f. **Customer** means the Customer within the meaning of paragraph 1.1.1. above.
 - g. **Form** means a contractual form that refers to these GTC and specifies in detail the Charging Point and other parameters in relation to making the Charging Point available to the Clients (in particular, the time when the Charging Point can be used, the Tariff, etc.), which is normally filled in and concluded via the dedicated functionality of the Portal or in paper form.
 - h. **Portal** means the web portal operated by the Provider at the web address www.my.agevolt.com, or any other web address that the Provider is entitled to notify to the Customer at any time, as well as operated using the AgeVolt app (or otherwise named and notified app) available for iOS and Android mobile systems through which the Registration takes place and which enables the Clients to locate the relevant Charging Point, charge electric vehicles through the Charging Point, pay the Tariff, and provide and pay for other related services available on the Portal.
 - i. **Provider** means the Provider within the meaning of paragraph 1.1.1. above.
 - j. **Registration** means the registration of the Charging Point for operation in relation to the Clients, made on the Portal, on the basis of which the Charging Point is included in the network of charging stations and available for use by the Clients.
 - k. **Tariff** means the price of the charging service determined by the Customer on the Portal, or determined in another way that is in accordance with the rules of the Contract, for which the Charging Point is provided by the Provider to the Clients for use - charging of electric vehicles (i.e. Tariff as the price of the charging service for the Clients); the Tariff may consist of a tariff (price) for the electricity consumed as well as a price for the time the Charging Point is occupied by the Customer (both during the charging and after the charging is completed, if the vehicle is connected to the Charging Point by the charging cable, i.e. this connection and occupation can be verifiably documented).
 - l. **Trade Act** means the Slovak Act No. 455/1991 Coll. on Trade Business (Trade Act), as amended.
 - m. **Website** means the Provider's website <https://www.agevolt.com/> or any other website of the Provider notified by the Provider.
- 2.2. Unless otherwise stated in these GTC, words used in these GTC in the singular number shall also refer to the plural number and vice versa.
- 2.3. The headings and titles of the Articles and paragraphs are appended for convenience of reference only and have no bearing on the interpretation of the Contract.

Article III **Subject of the Contract**

- 3.1. The subject matter of the Contract is:
- a. the Customer's commitment to allow the Provider to use the Charging Point to provide electric vehicle charging services in relation to the Clients, all through the Portal, and for this purpose, inter alia, to register the relevant Charging Point on the Portal so that it can be included in the network of the charging stations,
 - b. the Provider's obligation to carry out the activities referred to in point a. for the Clients on the basis of separate contracts with them, at the Tariff determined in accordance with the Contract (or on other terms if so provided for in the Contract), and at the same time to provide the Customer with all services related thereto, and the obligation to pay the Customer the agreed remuneration for making the Charging Point available pursuant to point a.,
 - c. the Provider's obligation to enable the Customer to have standard access to the Portal and to enable the use of the Portal's functionalities in real time (i.e. always up-to-date functionalities) in accordance with the always up-to-date price lists for individual services, tasks and functionalities,

- d. other performance, and rights and obligations under the Contract.
- 3.2. The Customer further acknowledges that the operation of the Charging Point is subject to the fulfilment of certain technical conditions provided by the Provider, in particular, but not exclusively:
- a. preparation of the Charging Point for the provision of charging services to Customers, which consists in (i) ensuring remote communication of the Provider's IT platform with the Charging Point for the purposes of starting and stopping charging, (ii) configuration of the Charging Point in the Provider's IT platform for the purposes of monitoring the Charging Point and authorizing the Clients;
 - b. performance of the administration of the Charging Point, which consists of (i) maintaining remote communication between the Charging Point and the Provider's IT platform (i.e., among other things, connecting the Charging Point to the Portal and making the Charging Point available on the Portal), (ii) remote administration of the Charging Point, for the purpose of checking and verifying the correct functioning of the Charging Point, updating the software, and (iii) technical support for the Customer in relation to making the Charging Point available on the Portal.
- These actions are also necessary to ensure the full functionality of the Charging Point for the Customer's internal purposes.
- 3.3. At the same time, the Customer acknowledges that the terms and conditions of the Customer's use of the relevant Charging Point may be determined by the Customer and made available to the Clients on the Portal. For this purpose, the Customer is entitled to indicate via the Form or via any other functionality of the Portal available for this purpose (whichever is available for this purpose) any of its requirements regarding the manner or terms of availability of the electric vehicles charging via the Charging Point for the Clients, as well as to indicate what Tariff the Client will pay for 1kWh of charging (or for the occupancy of the Charging Point during and after the charging, if the above options are available by the Provider or on the Portal, as the case may be). All of the above to the extent, in the manner and at intervals in accordance with the always current rules of use or operation of the Portal (or other similar rules issued by the Provider), which rules the Customer undertakes to comply with when using the Portal (note: these rules will always be specified in the Portal). The Customer shall be entitled to change its requirements under this paragraph at any time, by making changes to the relevant conditions of use of the Charging Point directly on the Portal, through the functionality provided for this purpose or by changing the Form (whichever is available for this purpose); the preceding sentence shall not be affected thereby. In this context, the following shall further apply:
- a. The Customer is entitled to make the relevant changes, unless the Parties expressly agree otherwise and as long as the functionality of the Portal is available, at any time, provided that the change will be effective and visible on the Portal immediately, or, if at the time of the Customer entering the change anyone is charging at the Charging Point, the changes will only take effect after the charging session has been completed and the Charging Point will be left with no vehicle plugged in;
 - b. The Provider shall be entitled to refuse to update the data and to refuse further operation of the Charging Point in accordance with the updated data so refused, if the Provider's reputation could be jeopardized or damaged (e.g., but not exclusively, setting too short time range for the use of the Charging Point by the Clients during the day, setting too high prices per kWh, etc.) or if there is a risk of any damage. The Provider shall notify the Customer thereof and the Parties shall agree on the conditions of operation of the Charging Point. Until the agreement is reached, the original terms and conditions shall apply. If no such agreement is reached even within 30 days of the Provider's refusal to update the data and should the Customer does not confirm within the same period that the Charging Point in question can be operated under the original conditions, the Contract in relation to the Charging Point(s) in question shall terminate upon the expiry of the said 30-days period.
 - c. In addition to the above, the Customer undertakes to comply with the obligations arising from the updated data in relation to the relevant Charging Point (in terms of the current Form or the current data entered through the Portal functionality for this purpose), i.e. in particular to enable the operation of the Charging Point in accordance with them (including physically enabling access to the Charging Point, at the times when they are available, etc., e.g. by enabling passage over the ramp, if it is installed, etc.).

- 3.4. The Parties agree that the Provider shall register the Charging Point on the Portal without delay, but no later than 24 hours after the conclusion of the Contract (or within 5 business days if the Contract has not been concluded via the Portal), unless otherwise agreed.
- 3.5. **Special arrangements for the charging roaming (e.g. Kia Charge etc. via DCS etc.).**
- 3.5.1. If the amount "**Charging roaming fee**" is filled in the Form, or if the charging roaming is otherwise activated by the Customer, the Customer agrees that the Provider may, at its discretion and choice, allow third parties that provide so-called "charging roaming" (e.g. DCS, Kia Charge, etc.) or otherwise provide charging services at the charging stations they not own (hereinafter referred to as "**Roaming provider**") to provide the charging services through the Charging Point, on behalf of and subject to the terms and conditions of the Roaming provider. In connection with the foregoing, the Customer authorises the Provider to enter into a legal relationship with the Roaming provider and to enable the Roaming provider to use the Charging Point on its own behalf. The Customer acknowledges that if the Tariff and a Charging roaming fee are set at the same time, two or more Charging Providers (i.e., the Provider and each of the Roaming providers) will operate at the Charging Point simultaneously and the Clients will be able to charge under a contract with any of these entities. Where a single Charging roaming fee is set, it will apply to the provision of the charging by each of the Roaming providers; should different tariff terms apply to each of the Roaming providers, a separate Charging roaming fee will be added to the Form (or in the relevant Portal functionality) for each of the Roaming providers. Even if the Charging roaming fee is filled in the Form or this functionality is activated in another way, the Provider shall not be obliged to conclude a contract with the Roaming provider, unless otherwise expressly agreed by the Parties.
- 3.5.2. The Charging roaming fee agreed in the Form, respectively in the relevant Portal functionality, is the amount of the total remuneration that the Customer receives from the Provider in the event of charging at the Charging Point by way of the charging roaming (i.e. no further fees will be deducted from such remuneration). The Roaming Tariff towards the Clients at the Charging Point shall be always determined by the Roaming provider or the Provider and never by the Customer, to which the Customer consents.
- 3.5.3. The Parties agree that, in order to ensure the charging roaming, compliance with the contract with the Roaming provider concluded by the Provider must be ensured and the proper functioning of the legal relations of all the entities involved must be ensured. The following provisions of this Contract shall prevail over other provisions in this Contract and the Parties undertake to comply with them:
- a. **Change of the Charging roaming fee.** The Charging roaming fee is generally set for the following quarter, approximately 6-8 weeks before the start of such quarter. The Provider is entitled to unilaterally change the amount of the Charging roaming fee at any time and to notify the Customer in advance of the change, including the effective date of the change of the Charging roaming fee, which may take effect at the earliest 8 days after the notification. Unless the Customer objects to the change of the Charging roaming fee within 7 days of the notification, the change of the Charging roaming fee shall take effect at the time specified in the notification. In the event that a reservation is made within the specified period, unless the Parties agree otherwise, the Contract shall be terminated in relation to the charging roaming as follows: (i) if the reservation is received 7 weeks or more before the start of the next quarter, the effects of termination shall take effect at the end of the current quarter; (ii) if the reservation is received less than 7 weeks before the start of the next quarter, the effects of termination shall take effect at the end of the next quarter. The original amount of the Charging roaming fee shall remain in effect until termination;
 - b. The availability of the Charging Point for the Roaming provider (the charging roaming) must be 24/7 (i.e. non-stop), and the Customer undertakes to ensure this availability (this does not affect situations such as malfunctions, planned outages of the Charging Point, etc., but the Customer undertakes to report these to the Provider without undue delay so that the Provider can report so to the Roaming provider, if required);
 - c. Termination of the Contract in relation to the charging roaming may only be effected by the Customer in any manner expressly agreed in the Contract, with the following differences: (i) if the act of termination is received by the Provider 7 weeks or more before the end of the current quarter, the effects shall take effect at the end of the current quarter; (ii) if the act is received less than 7 weeks before the end of the current quarter, the effects shall take effect at the end of the following (next) quarter;
 - d. The Customer acknowledges that even in the case of charging roaming, the Customer is obliged to ensure the supply of electricity and the connection to the internet at its own expenses. In view of possible changes in electricity supply prices, it is the Customer's responsibility to ensure that electricity supply prices are

guaranteed sufficiently in advance to make a profit (if it wishes to make a profit). For the aforementioned purpose, the Customer is entitled - without the aforementioned triggering any obligation on the Provider - to propose to the Provider an adjustment of the Charging roaming fee, optimally in sufficient time (at least 8 weeks before the end of the current quarter), so that the Provider has the possibility to make price changes both vis-à-vis the Roaming provider and vis-à-vis the Customer, always in a way that suits all entities or, if not, to enable those entities with the possibility to terminate the legal relationships.

- e. If, by reason of and causally related to the breach of the Contract by the Customer, the Roaming provider or any other person will have any claim against the Provider, the Customer shall be liable to the Provider for all damages resulting therefrom. In that context, damages shall include, but are not limited to, any contractual penalties and other claims of the Roaming provider or other persons reasonably asserted against the Provider. Damages in connection with this point e. shall also include penalties imposed by public authorities on the Provider, reasonable legal costs, and other similar fees. Liability for damages under applicable law is not limited by this point e.
- f. With respect to the remainder, the charging roaming and the rights and obligations in relation thereto shall be governed mutatis mutandis by the other provisions of the Contract (for the avoidance of doubt, including billing, payment, etc.).

Article IV **Financial arrangements and clearing**

- 4.1. **Remuneration.** In connection with enabling the Provider to operate the Charging Point and making the Charging Point available for use by the Clients (i.e. for the use of the charging services provided by the Provider in relation to the Clients), the Customer shall be entitled towards the Provider for the payment of the remuneration corresponding to a specified percentage of the Tariff received by the Provider from the Clients when using the Customer's Charging Point pursuant to the Contract (i.e. to a specified percentage of the total amount - the Tariff).
- 4.2. Unless, by express agreement of the Parties, the Customer is directly providing the charging service to the Clients via the Portal, the Customer is in no way entitled to request or receive the Tariff or any payments for electric vehicles charging by the Clients directly from the Clients, since the electric vehicle charging services are provided directly by the Provider to the Clients and the Provider receives from the Clients the payment - the Tariff in the amount determined by the Customer.
- 4.3. Total amount of remuneration due to the Customer - the agreed percentage of the Tariff accepted by the Provider (for the purposes of this paragraph 4.3., the Tariff represents the sum of the Tariffs due to the Customer and received by the Provider) shall be payable - unless otherwise expressly agreed, which may also be done through the Portal's dedicated functionality - once a month, by the 28th day of the calendar month following the calendar month for which the remuneration is due to the Customer. The data necessary to calculate the correct amount of the remuneration due to the Customer shall be determined on the basis of the records maintained automatically by the Provider via the Portal, or the relevant functionality, for the relevant Charging Point and based on the calculation of payments based on the determined Tariff and the actual use of the Charging Point by the Clients. The Provider undertakes to remit to the Customer the remuneration - the agreed percentage of the total Tariff for the use of electric vehicle charging via the Charging Point by the Clients in the relevant calendar month, determined according to the currently valid price list for the relevant program activated by the Customer, by means of crediting the Customer's wallet (Wallet module) created on the Portal. The Credit may also be credited to the Customer continuously during the month (whenever a charge occurs at the Charging Point), while the credit cannot be credited twice. The Customer is entitled to request that the credit be paid into the Customer's bank account that the Customer has filled in the Form for this purpose, or in the relevant module on the Portal (e.g. in the Wallet), whichever is available, and the payment will be made within 10 days of the request, but at the earliest after the close of the month in question. The Parties may agree, separately or through dedicated functionality in the Portal, if available, that the remuneration will be - instead by the credit - paid directly to the Customer's designated account.
- 4.4. For the purposes of paragraph 4.3., the Parties agree as follows:
 - a. At the conclusion of the Contract, the Customer will be activated with the program according to the price list effective on the date of entering the Contract, while if the price list differentiates between the number of Charging Points or provides for several programs - the activated program shall be depending on the number

of Charging Points that are the subject of the Contract. The Customer confirms their familiarisation with the price list by sending the Form.

- b. If during the term of the Contract the number of the Charging Points is expanded so that the number of Charging Points for the relevant programme according to the price list is exceeded (if the price list regulates several programmes), the moment the number is expanded, the programme corresponding to the expanded number is automatically activated for the Customer. The same applies in the event of a reduction in the number of the Charging Points.
 - c. The rules under paragraph 1.3.2. above shall apply to the changes to the price list during the term of the Contract. If a new price list is to result in a different or new programme for the Customer, such changed or new programme shall apply with effect from the new price list.
 - d. If, instead of the percentage of the received Tariff to be paid by the Provider to the Customer, the price list indicates the percentage of the received Tariff that the Provider is entitled to retain, the remainder shall be deemed to be the remuneration under the Contract.
 - e. The price list may be substituted by the pricing conditions listed on the Portal.
- 4.5. Neither Party shall be obligated to reimburse the other Party for costs or any other consideration, payments, expenses, or financial claims other than those expressly agreed to in the Contract.
- 4.6. **Clearing.** Unless otherwise agreed by the Parties, the Provider shall send to the Customer once a month the clearing summary of the remuneration and the received Tariff from the Clients (including the relevant data for the calculation of the remuneration) together with all the data within the meaning of this Article IV above, within 14 days of the end of the calendar month. The clearing summary will also include a payer reference, which will include: as a variable symbol (or other designation if the payment is in a currency other than EUR) the Wallet ID, a specific symbol, which will consist of six digits, indicating the year and month to which the settlement relates (e.g. the February settlement for the month of January 2022 will include the specific symbol 202201) and a constant symbol, which will be 0308.
- 4.7. **Billing.** The Customer shall issue monthly invoices to the Provider for all performances under the Contract, containing all the elements according to the applicable legislation, which must be based on the data according to the clearing (paragraph 4.6. above), these invoices can be sent by email in .pdf format to the email address invoices@agevolt.com or to another email address designated by the Provider.
- 4.8. **Self-invoicing agreement.** The Customer may, through the Portal's dedicated functionality, if available for this purpose, expressly authorise and empower the Provider to issue invoices in the name and on behalf of the Customer and to send these invoices on behalf of the Customer with the effect of delivery of this invoice to the Provider (as if it had been sent to the Provider by the Customer). In the event of such an agreement, the Provider shall be obliged to issue and send the invoice on behalf of the Customer at the latest at the time referred to in clause 4.6. In the event of termination of the self-invoicing agreement for any reason, the Customer shall issue the invoices.
- 4.9. **VAT.** All performances and amounts under and in connection with the Contract, including those set out in the Annexes (e.g. Tariff, remuneration, etc.) are - unless expressly stated otherwise - exclusive of VAT, and VAT will be added to each amount in accordance with applicable law, if applicable. The Customer acknowledges that the Provider is a VAT payer, i.e. it must apply VAT in relation to the Customers and add it to the Tariff determined by the Customer. The remuneration paid by the Provider to the Customer shall be calculated on the basis of the applied Tariff without VAT and VAT shall be added or indicated only if the Customer is a VAT payer.
- 4.10. **Taxes.** The Customer acknowledges that payments from the Provider constitute taxable income that is subject to taxation. Each Party shall bear the income taxes imposed on it. For purposes of better documenting of the tax expenditures, the Provider shall issue to the Customer by January 31 of each year a summary statement of electricity consumed by charging separately for the each charging station or the Charging Point (the foregoing may be provided in a single document broken down by the charging station or the Charging Points, as applicable).
- 4.11. **Various arrangements.**
- 4.11.1. The Parties may agree on a different interval for the provision of the services under the Contract through the dedicated functionality in the Portal, if available, and the billing will be adjusted accordingly (e.g. once per quarter, once per certain electricity consumed or the Tariff reached, etc.), in the case of such the

agreement, the billing will be done at the agreed interval, but at the latest always by 31 December of each calendar year. Paragraphs 4.3. et seq. shall apply mutatis mutandis.

- 4.11.2. Unless the credit is expressly addressed in these GTC and the provisions of the “General Terms and Conditions - AgeVolt Portal and digital services” concerning the Credit (as defined therein) or the Wallet Module can be applied to that situation, the terms and conditions in question shall be applied to these GTCs in a subsidiary manner to these GTCs.

Article V

Rights and obligations of the Provider and the Customer

- 5.1. The Parties undertake to provide each other with the necessary cooperation in the performance of their obligations under the Contract and to notify each other of all circumstances and information that may affect the performance of the subject matter of the Contract. The Parties also undertake to inform each other of any planned inspections by supervisory authorities in relation to the Charging Point as soon as such information is received, including planned inspections by other entities (e.g. inspection engineer, etc.) which may restrict the operation of the Charging Point for a certain period of time.
- 5.2. Unless otherwise expressly agreed, for the duration of the Contract, the Parties shall enable and ensure the uninterrupted provision of the Charging Services by the Provider through the Charging Point and shall use their best endeavours to provide each other with necessary information and support as may be reasonably required and as the Provider may reasonably require in order to ensure the provision of the charging services through the Charging Point and the Portal.
- 5.3. For the avoidance of any doubt, the Customer agrees that the Provider has the right to manage the software of the Customer's Charging Point as well as the right to ensure the transfer of data between the Customer's Charging Point and the Provider's server (IT platform). At the same time, the Provider shall have the right to use the Charging Point and its power supply to the extent necessary to perform service and testing activities (both in relation to the software and firmware) for the purposes of carrying out the administration and provision of charging services via the Charging Point.
- 5.4. The Provider shall be entitled to limit or discontinue the provision of the charging services through the Charging Point or the entire network of the charging stations in particular, but not exclusively, in the following cases:
- a. when carrying out planned updates of the Portal or the Provider's server providing the operation of the charging stations (provision of the charging services), in which case the Provider undertakes to notify the Customer of this information at least 5 (five) days in advance, by means of a notice on the Website and/or the Portal;
 - b. unforeseeable failure, in which case the Provider shall notify this fact without undue delay by means of the notice on the Website and/or the Portal, or by other relevant means;
 - c. unavoidable event, as well as in case of force majeure, which for the purposes of this point c. means, inter alia, accidents, natural disasters, power outages, crisis situations, epidemics, national emergency and other circumstances beyond the Provider's control;
 - d. in cases of interruption or restriction of electricity distribution by the relevant distribution system operator to which the Charging Point (the charging station) is connected, as well as in case of restrictions or outages of the internet connection of the Charging Point (the charging station), which make it impossible to connect to the Portal (note: in the latter case, it will generally be possible to complete the current charging, but it will not be possible to carry out further charging until the connection is restored);
 - e. in the cases and under the conditions set out in the applicable legislation or if the aforementioned results from regulations, decrees, measures, or decisions of the competent authorities.

The Customer acknowledges that after the causes of restriction or interruption pursuant to this paragraph 5.4. have been remedied, the ability to charge through the Charging Point and the Portal will normally be restored and re-enabled without undue delay. The Customer also acknowledges, in view of the nature of the matter and the limitations above, as well as in view of the Provider's right, that the Provider cannot be held liable for any damages or injuries suffered by the Customer causally related to the above-mentioned events.

- 5.5. The Customer expressly authorises the Provider to provide electric vehicle charging services to Customers on its behalf through the Charging Point. Notwithstanding the foregoing, the Charging Point shall be operated solely at the responsibility and expense of the Customer as the owner or authorised user of the Charging Point, who shall also have physical control over the Charging Point. Unless otherwise expressly agreed or unless otherwise provided in a separate agreement between the Parties, all acts under and in connection with this Contract shall be performed by the Customer at its own expense, risk, and liability.
- 5.6. Insofar as this will be necessary due to the manner and conditions of use of the Charging Point, in connection with paragraph 5.5., the Provider shall, free of charge, notify the operation of the Charging Points, the Customer shall promptly provide assistance to this effect upon request.
- 5.7. The Customer acknowledges that without a functional internet connection, it is not possible to operate the Charging Point towards the Clients. The Customer shall provide the supplier on its own behalf and at its own expense (cost).
- 5.8. The Customer also acknowledges that the operation of the Charging Point requires the support of electricity to the charging station. The Customer shall provide the supplier on its own behalf and at its own expense (cost).
- 5.9. The Customer hereby also acknowledges that the location of the Charging Point is at the sole discretion of the Customer. If the Charging Point is to be made accessible to the Clients at the Customer's discretion, the Customer shall locate the Charging Point for the purposes of the Contract in such the manner allowing the Clients the right of ingress and egress to the location where the Charging Point is placed. In the event that the Customer places the Charging Point on a site or property not owned by the Customer, the Customer represents and warrants that access to the Charging Point by the Client will be possible and permitted. The Customer shall likewise be responsible for the validity of the administrative permits (if required) necessary for the Charge Point to be located at the site on which it is placed.
- 5.10. Unless otherwise expressly stated in the Contract, the Customer shall, for the duration of this Contract, be obliged at its own expense and responsibility to:
- a. act in such a way as to avoid jeopardizing or impairing the legitimate interests of the Provider, which are or, taking into account the circumstances, must be known to the Customer;
 - b. act in such a way as to avoid damage to the Provider's reputation and goodwill;
 - c. notify the Provider without undue delay of any information regarding the limited functionality or non-functionality of the Charging Point, as well as any other relevant facts regarding the Charging Point and the possibility of proper performance of the Contract (including possible damage to the Charging Point, power or internet outages, as well as their planned limitation by their suppliers, inability to access the Charging Point, etc.) so that the Provider, if it is within its capabilities (i.e. if it concerns the Portal or the connection to the Charging Point), can carry out the rectification without undue delay, or so that the Provider can notify the Clients of the said facts on the Portal, if possible in advance.
 - d. inform the Provider without undue delay of any other material facts relating to the Contract of which the Customer becomes aware, including any breach or threatened breach of any of the Customer's obligations under the Contract;
 - e. without prejudice or limitation to the obligations above, ensure that the Charging Point is not blocked by vehicles that are not charging at the time of the blocking, that the description of the location entered by the Customer in the Portal corresponds to the actual conditions, that the Charging Point is operational and at the same time in aesthetically and functionally satisfactory condition (i.e. in particular, that it does not show signs of excessive wear and tear, is not damaged in any way, and is functional) during the time it is made available to the Customer).
- Insofar as the facts according to point c. above do not relate to outages or non-functionality of the Portal or other facts directly attributable to the Provider, i.e. if they are objective facts, facts attributable to third parties, Clients or the Customer, the Customer further undertakes to immediately take all actions necessary to enable the affected Charging Point to be properly operated.
- 5.11. The Customer acknowledges the obligations arising from the applicable legislation with regard to, inter alia, the classification, nature and designation of the charging station as a dedicated electrical technical device, which the Customer confirms by submitting the Form.

Article VI Liability

- 6.1. The Provider does not warrant to the Customer that the Provider's Portal and IT platform that enable the operation of the Charging Point (charging) will always be free of errors and defects. Without prejudice to the preceding sentence, in the event of any technical failure of the Portal or the Provider's IT platform, the Provider undertakes to rectify such errors and defects as soon as possible so that the Charging Point is properly usable and functional to the Clients for the purposes as set out in the Contract.
- 6.2. The Parties acknowledge that the Charging Point, even during its operation and provision of the electric vehicle charging service, is not at the physical disposal of the Provider and is always at the physical disposal of the Customer, at the location that the Customer rightfully uses, i.e. the actual physical control over the Charging Point is always at the Customer's disposal. For, in particular, the foregoing reasons, the Parties agree that in no event shall the Provider be liable to the Customer or any other entity for any damages (including lost profits) or other incidental or consequential, indirect, exemplary or punitive damages and indemnities, suffered by the Customer or such entities in connection with the Charging Point in any manner whatsoever (including, but not limited to, by the Customer's own fault or negligence, act or omission, or as a result of the Customer's and/or third parties' act or omission), nor for any damages suffered by the Customer, the Client or any third party as a result of the operation of the Charging Point.
- 6.3. If, in connection with the provision of the electric vehicle charging, the Customer or a third party suffers damage for which the Provider is not liable under the Contract or under the law, and if such damage is suffered in any connection with the Charging Point and the Customer's breach of any obligation, and the Client or a third party claims such damage from the Provider, the Parties agree as follows: (i) the Provider shall refer the Client or the third party with their claims to the Customer, (ii) the Customer agrees, to the extent that the Client's or third party's claim is justified, to indemnify the Client or third party for such damage, and (iii) if, notwithstanding the foregoing, the Client or the third party asserts claims against the Provider and succeeds with its claims despite legal defence by the Provider (e.g. in court proceedings), the Customer undertakes to indemnify the Provider in full on first demand.
- 6.4. Furthermore, the Provider shall not be liable to the Customer for any damages incurred as a result of the Customer's non-functional connection to the internet and/or as a result of its limitation, interruption, or failure, as well as for damages caused as a result of a power failure.
- 6.5. The Provider shall be liable for damages suffered by the Customer under the Contract only if such damages have been caused by the Provider in a fully demonstrable and intentional manner or as a result of the Provider's gross negligence and in direct causal connection with the Provider's obligations under the Contract. In the event that the Provider shall for any reason be liable for damages under the Contract pursuant to the preceding sentence, is such damages in terms of compensation shall be limited exclusively to actual direct damages (i.e. no compensation shall be made for lost profits, costs or any indirect, consequential or other similar damages) and at the same time, in terms of the extent of compensation, shall be limited to an amount of EUR 150 in respect of the one Charging Point of the Customer per damage event and an amount of EUR 450 for all damage events for all the Charging Points combined for every one year of the duration of the Contract (limitation of the extent of the damage compensation).
- 6.6. The Customer shall be liable for any damage which it has demonstrably caused by a breach of its obligations under the Contract, as well as by a breach of its obligations under applicable law, in its entirety. The Customer shall indemnify the Provider for any and all losses and/or damages incurred by the Provider as a result of the acts or omissions of the Customer in connection with the Contract, in full.
- 6.7. Due to the nature of the Charging Point (part of the dedicated electrical technical device), its use and the risks associated with it, most of which are beyond the Provider's control, the Customer acknowledges and accepts that it operates the Charging Point in accordance with the Contract and allows it to be operated at its own risk. The Customer acknowledges that these risks include, but are not limited to, the risk of loss or damage or disablement caused by theft, attempted theft, fraud, vandalism and attempted acquisition of the Charging Point.

Article VII Duration and termination of the Contract

- 7.1. The Contract shall enter into force on the date of its conclusion in the manner referred to in paragraph 1.1.2., unless another moment of effectiveness follows from the applicable legislation (e.g. in the case of a compulsorily published Contract), and shall be concluded for the indefinite period of time.
- 7.2. The Contract may be terminated:
- a. by written agreement of the Parties on the date specified in the agreement;
 - b. by the termination of the Contract pursuant to paragraph 7.3. of the Contract;
 - c. by withdrawing from the Contract;
 - d. in cases stipulated in the Contract.
- 7.3. The Customer is entitled to terminate the Contract without giving any reason with immediate effect through the Portal's dedicated functionality - i.e. by deactivation of the "Sharing" module, provided that the effects cannot take effect before the end of the currently ongoing charging event; the Provider is entitled to terminate the Contract in this way with effect from one month after the termination; such termination will be notified to the Customer by email, the Portal or by the text message.
- 7.4. Each Party shall be entitled to withdraw from the Contract with immediate effect if there is a material breach of an obligation by the other Party or if the Contract expressly provides so at any point. Serious breach shall in particular mean a breach (act or omission) which results in damage to the other Party, and which is not remedied or fully rectified even if the injured Party requested to do so within the time limit set (which must be reasonable, at least 5 business days), or which results in damage to the other Party's non-material rights (e.g. damage to reputation, etc.). Serious breaches of the Contract by the Customer shall be understood to include, but not be limited to, breach of any of the obligations under paragraph 5.10. above.
- 7.5. Termination of the Contract shall not affect the provisions relating to the obligations of the Parties in the treatment of the confidential information under the Contract, the provisions relating to the payment of amounts due (including outstanding amounts, if the right to such amounts has accrued during the term of the Contract), the provisions relating to liability for damages and compensation for damages, respectively similar liabilities (including limitation of the liability and of the extent of damage compensation) and provisions relating to applicable law and jurisdiction, as well as provisions the nature of which make it clear that they are intended to survive the termination of the Contract; these provisions shall survive any termination of the Contract.
- 7.6. The Customer acknowledges that on the date of termination of the Contract, the Provider is entitled to cancel the Registration of the Customer's Charging Point and remove the Charging Point from the network of charging stations as well as from the Portal. For the avoidance of doubt, the termination of the Contract and deregistration of the Charging Point does not technically exclude or prevent the possibility of the Customer continuing to use the Charging Point for its own use.

Article VIII Force majeure

- 8.1. Neither Party shall be liable to the other Party for damages or losses caused by its failure to perform its obligations as a result of force majeure (*vis maior*). This applies only provided that the circumstances which exclude liability - *vis maior* - have not been caused by the Contracting Party invoking them. For *vis maior* shall be deemed to be situations arising without the influence or participation of either Party, such as war, insurrection, strikes, actions of public authorities, laws, regulations, decrees, natural disasters, etc. (including COVID-19 situations, but only to the extent that the performance of obligations is prevented by applicable laws and legal acts issued on the basis thereof), which were not known at the time of conclusion of the Contract, have a direct impact on the performance of the subject matter of the Contract, and which the Parties could not or will not be able to avert even with the exercise of due diligence. The Party affected by the circumstances *vis maior* shall be obliged to inform the other Party thereof without undue delay. Both Parties shall take all necessary steps to minimize any threatened damage and other losses to each other.
- 8.2. In the event that the Force majeure event lasts for more than 6 months, has been duly notified and prevents the performance of the obligations, either Party shall be entitled to withdraw from the Contract. Both Parties are obliged

to complete the business cases already started and to settle and settle their obligations and claims in accordance with the provisions of this Contract, the relevant legislation, good manners, and commercial practices.

- 8.3. The Party being already in default may not raise the Force majeure.

Article IX Communication

Article XI. of the "GENERAL TERMS AND CONDITIONS - AGEVOLT PORTAL DIGITAL SERVICES", as amended, shall apply.

Article X Applicable law and jurisdiction

- 10.1. The Contract, its interpretation and all legal issues and claims arising from or related to it shall be governed by and governed by the laws of the Slovak Republic, in particular the Commercial Code (§ 269 (2), i.e. innominate contract) and other laws in force and in force in the Slovak Republic, excluding conflict of laws rules and any conventions whose application may be contractually excluded.
- 10.2. Any dispute, disagreement, or claim (including damages, unjust enrichment and other non-contractual claims) in connection with the Contract, its breach, interpretation, termination, nullity, etc., which the Parties are unable to settle amicably themselves, shall be heard and determined exclusively by the competent courts of the Slovak Republic.

Article XI Final provisions

- 11.1. In the event of any irregularities or deficiencies in the provision of the Provider's services under the Contract, the functioning of the Portal or the Provider's IT platform, or in the settlement of financial fulfilments under the Contract, the Customer has the right to submit their complaint to the Provider in writing to the following e-mail address: helpdesk@agevolt.com or via the Portal's dedicated functionality. The Provider undertakes to make every effort to ensure that any complaints or grievances of the Customer are dealt with promptly, but no later than within thirty (30) days of their receipt, unless the Contract or the agreement of the Parties specifies an earlier period, as well as to take all necessary measures for the correct and proper provision of services and functioning of the Portal.
- 11.2. The Contract constitutes the entire agreement of the Parties and supersedes all prior oral and written agreements of the Parties with respect to the subject matter hereof. The Parties severally acknowledge and agree that the Contract constitutes the complete and sole agreement of the Parties with respect to its subject matter.
- 11.3. Nothing in the Contract or any act of any Party under the Contract shall create a joint venture, unincorporated association or other cooperative entity formed by the Parties, or a license to use intellectual (including industrial) property rights, or anything similar (in particular, not a grant or assignment of any similar rights). The Customer's ability to use the functionalities made available on the Portal is not affected. At the same time, the Provider is entitled, in addition to listing the Charging Point in the Portal, to include a reference about the cooperation with the Customer in the designated section of the Website.
- 11.4. If either Party overlooks or waives any default, breach, delay or failure to perform any obligation under the Contract, then such action shall not constitute a waiver of a correlative right with respect to a continuing or subsequent default, breach or failure to perform the corresponding obligation, breach or failure. No specific waiver shall be deemed valid unless made in writing on a case-by-case basis.
- 11.5. The Customer is not entitled to assign any claim or right to another entity, nor to set off against the Provider's claim any of its claims, without the Provider's prior written consent.
- 11.6. In the event that any provision of the Contract becomes invalid or ineffective, the remaining provisions of the Contract, which shall remain valid and effective, shall not be affected. The Parties undertake by agreement to replace the invalid or ineffective provision with a new provision that corresponds to the originally intended purpose of the invalid or ineffective provision. Until the reach of the agreement between the Parties pursuant to this paragraph of the Contract, the corresponding legal provisions under the relevant legislation of the Slovak Republic shall apply. If the defect relates to a provision of these GTC, the Provider shall unilaterally replace the provision in question by the procedure laid down for amending the GTC.