



# CONTRACT FOR THE PROVISION OF THE ELECTROMOBILITY SERVICE

concluded pursuant to Section 1746(2) Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the 'Civil Code')

**Customer's Contract Ref.:**

**Provider's Contract Ref.:**

## CONTRACTING PARTIES:

### company name / name, surname, title:

registered office at / permanent address:

Company represented by:

reg. no. / date of birth:

VAT no.:

VAT payer:

Bank details:

Company is registered

a

### ČEZ, a. s.

with their registered office at:

represented by:

Prague 4, Duhová 2/1444, postal code 140 53

**Ing. Jakub Bosák**, Manager of Facility Management And Transportation Procurement Department, and  
**Ing. Tomáš Chmelík**, Ph. D., Manager of the Clean Technologies

Company ID No.:

45274649

Company tax ID No.:

CZ45274649

Bank details:

Komerční banka, a. s., account number: 71504011/0100

Company is registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Entry 1581 (hereinafter referred to as the '**Provider**')

entered, on the below day, month and year, into the following

## Contract for the provision of the Electromobility

(hereinafter referred to as the '**Contract**'):

### Preamble

As part of its Electromobility pilot project, the Provider operates a network of charging stations (hereinafter referred to as 'CSs') designed to recharge electric vehicles and provides the Electromobility Service subject to the scope of this Contract. Updated lists of public CSs connected to the CS network (hereinafter referred to as the 'Infrastructure Network') are available at the Provider's website at [www.elektromobilita.cz](http://www.elektromobilita.cz).

### 1. Subject of the Contract

- 1.1. The Provider is obliged to provide to the Customer the Electromobility Service, which consists of the following:
  - 1.1.1. Providing the Customer with the possibility to recharge an electric vehicle at particular CSs belonging to the Infrastructure Network using a chip card (hereinafter referred to as the 'Card') under the conditions and terms set out under the present the Contract.
  - 1.1.2. Providing the Customer with Card(s);
  - 1.1.3. Access to the Provider's Electromobility website including access to information on the use of the Infrastructure Network by the Customer; (hereinafter referred to as the 'Electromobility Service') and the Customer's obligation to pay to the Provider the price for the Electromobility Service pursuant to Art. 3 hereof.
- 1.2. The Provider hereby declares that the rights and obligations of the Contracting Parties are further regulated by the Electromobility Service Terms and Conditions which the Parties hereby refer to and which are attached hereto as Annex 1 (hereinafter also referred to as 'ESTCs'). Any diverging provisions under the present Contract shall prevail over the provisions of the ESTCs. Unless stipulated otherwise in the present Contract, the terms used hereunder shall have the meaning assigned to them in the ESTCs. By signing the present Contract the Customer declares he is familiar and agrees with the ESTCs. The Contracting Parties are aware that due to the nature of the Electromobility Service, the rights and obligations of the Contracting Parties contained in ESTCs will not be modified in a manner specified in the ESTCs.

### 2. Conditions of issue and use of the Cards

- 2.1. After the conclusion of the Contract the Provider shall provide the Customer a Card enabling access to the Infrastructure Network and the Electromobility Service. The Customer is obliged to confirm the receipt of the Card in a Handover Protocol which, once signed by the Customer is a part of the present Contract (Annex 3). The Card serves for identification and authorisation of the Customer within the Infrastructure Network to recharge the electric vehicle at the CSs. Any additional Cards may be issued to the Customer upon the latter's request, which must be sent to the Provider's contact person's e-mail address, specifying, among other things, the parameters and number of the Cards. The issuance of a new Card in case of loss, theft or damage is subject to payment of a fee by the Customer according to the Electromobility Price List attached hereto as Annex 2 (hereinafter also referred to as the 'Price List').
- 2.2. The Card remains the Provider's property. However, the Customer is responsible for all transactions made by using the Card from the receipt of the Card till its return to the Provider.
- 2.3. Unless agreed otherwise, the customer requests to take over the card and sign the contract by/at:

### 3. Price and payment terms

- 3.1. The Provider and the Customer agree the price of the Electromobility Service shall be as defined in the Provider's Electromobility Price List. The anticipated long term contractual relationship established by the present Contract, market price fluctuations and gradual broadening of the Electromobility Services will necessarily have to be reflected in the contractual price. Therefore the Contracting Parties agree the Provider may modify the Price List for the upcoming period with effect from the first day of each calendar year, it being understood that the Price List for the current period shall be available at [www.elektromobilita.cz](http://www.elektromobilita.cz).
- 3.2. The Customer is obliged to pay to the Provider the price of services according to the Price List and according to invoices issued by the Provider. In the event the Customer does not agree with the invoicing, he is obliged to identify himself or herself with the Provider's Contract Ref. stated above in all written communication at all times; otherwise, the Provider shall be under no obligation to take such a communication into account.

### 4. Other rights and obligations of the Contracting Parties

- 4.1. The Contracting Parties understand that the Electromobility Service does not necessarily have to be provided at all CSs during the entire term of the present Contract in an unlimited manner, especially where technical issues are encountered, due to amendments to the applicable legislation or technical standards and due to force majeure. At the same time, the Provider reserves the right to modify the structure of the Infrastructure Network.
- 4.2. All communication between the Contracting Parties on matters related to the present Contract must be made in writing, unless otherwise stipulated by the Contract or the ESTCs, and must be delivered in person or by registered post, or e-mail to the addresses given in the heading of the present Contract, or to the Contracting Parties' contact persons given hereunder. The Customer has to always identify himself or herself with Provider's Contract Ref stated above in all correspondence with the Provider at all times.
- 4.3. Customer's contact details  
Customer's contact person:  
Tel:  
E-mail:  
Address:
- 4.4. The Customer may unilaterally change the contact details in paragraph 4.3 hereof subject to a written advance notice of such a change, indicating Provider's Contract Ref. Such a change is not subject to the obligation to conclude an amendment to the present Contract.
- 4.5. When using the CS, the Customer is obliged to follow the instructions posted at the CS, the conditions in the present Contract, the ESTCs, or, if relevant, to the information given at [www.elektromobilita.cz](http://www.elektromobilita.cz). The Customer specifically undertakes to use the CSs exclusively for recharging electric vehicles approved officially in the Czech Republic and using only cables and / or connectors officially approved or recommended under the CS's operating instructions. The Customer is not allowed to interfere wilfully with the CSs or to recharge an electric vehicle that has undergone any changes that have not been officially approved.
- 4.6. Provider's contact details:  
Customer centres of the CEZ Group listed at [www.cez.cz](http://www.cez.cz).  
The Provider's contact email is [elektromobilita@cez.cz](mailto:elektromobilita@cez.cz)

### 5. Special Provisions

- 5.1. No special provisions are stipulated.

### 6. Concluding provisions

- 6.1. The present Contract may only be amended by written progressively numbered amendments signed by the both Parties, except for any changes to the Customer's contact details, which may be amended using the procedure stipulated under Art.4 (4.3) hereof.
- 6.2. The present Contract is concluded for an indefinite term, taking effect on the signing day.
- 6.3. The present Contract has been made in three counterparts, all with the validity of an original, of which the Customer shall obtain one and the Provider two counterparts.
- 6.4. In the event any of the provisions hereunder become invalid or unenforceable, and provided they are severable from the rest of the Contract, the very fact shall not cause the entire Contract to be invalid. If that is the case, the Contracting Parties must replace such an invalid and unenforceable provision with a new provision as close in its content and purpose to the content and purpose of the original invalid and/or unenforceable provision as possible, without undue delay after either Party makes such a request.
- 6.5. Appended hereto as integral parts of the present Contract are:  
Annex 1 - Electromobility Service Conditions & Terms  
Annex 2 - Price List  
Annex 3 – Handover Protocol

In \_\_\_\_\_ on \_\_\_\_\_

In Prague on \_\_\_\_\_

The Customer:

The Provider: **ČEZ, a. s.**

\_\_\_\_\_  
Name:

Position:

\_\_\_\_\_  
Name: **Ing. Jakub Bosák**

Position: Manager of Facility Management And Transportation Procurement Department

\_\_\_\_\_  
Name:

Position:

\_\_\_\_\_  
Name: **Ing. Tomáš Chmelík, Ph.D.**

Position: Manager of the Clean Technologies



# ELECTROMOBILITY SERVICE CONDITIONS & TERMS

[hereinafter referred to as ‚ESTCs‘]

## I. INTRODUCTORY PROVISIONS

- 1.1. The present ESTCs govern the contractual relationships consisting in the provision of the Electromobility Service by CEZ, a.s. with registered office at Praha 4, Duhová 2/1444, Postcode 140 53, Reg. No. 45 27 46 49, VAT No.: CZ45274649, listed in the Company Register maintained by the Municipal Court in Prague, Section B, Entry 1581 [hereinafter referred to as the ‚Provider‘], and the use of the Electromobility Service by legal persons or individuals [hereinafter referred to as the ‚Customer‘].  
The Provider and the Customer hereinafter jointly referred to as ‚Parties‘, or ‚Parties to the Contract‘, or ‚Contracting Parties‘, and individually as a ‚Party‘ or a ‚Contracting Party‘.
- 1.2. The ESTCs further define, in greater detail, mutual rights and obligations of the Parties and are available at the Provider's website at [www.elektromobilita.cz].
- 1.3. The ESTCs determine the part of the Contract entered into between the Provider and the Customer that is relevant to the provision of the Electromobility Service. The provisions of the Contract shall prevail over those of the ESTCs in the event of any discrepancy between them.

## II. CERTAIN CONDITIONS APPLYING TO THE USE OF THE ELECTROMOBILITY SERVICE, CONDITIONS APPLYING TO THE USE OF THE CARDS

- 2.1. The Provider undertakes to provide the Customer, via its customer centre, reasonable customer support with such services that will allow the Customer to recharge an electric vehicle without any obstructions using the Charging Stations (CSs).
- 2.2. The Provider undertakes to grant the Customer access to the customer website [www.elektromobilita.cz], using which the Customer will be informed, among other things, about:
  - 2.2.1. the current status and location of Charging Stations,
  - 2.2.2. CS operation method including operation instructions and safety instructions
  - 2.2.3. newly commissioned CSs,
  - 2.2.4. news in electromobility, etc.
- 2.3. The Customer specifically undertakes to:
  - 2.3.1. become familiar with the CS operating instructions AND safety precautions given at www.elektromobilita.cz and adhere to them, and
  - 2.3.2. inform the Provider without undue delay, via the latter's contact point given in the Contract, regarding any malfunctioning or damaged CSs.
- 2.4. The Customer agrees that any recharging data may be published or used for promotion purposes provided its anonymity is preserved.
- 2.5. For commercial or technical reasons, or due to a state of emergency or its prevention (within the meaning of Act No. 458/2000 Coll., Energy Act), the Provider reserves the right to limit the Customer's access to specific CSs or to the entire Infrastructure System with regards to the relevant legislation.
- 2.6. The Customer undertakes to pay to the Provider a fee for any written reminder in respect of his or her obligations contained in the Contract as per the applicable Price List.
- 2.7. A chip card (hereinafter the ‚Card‘) to be provided by the Provider to the Customer, is meant to identify and authorise the Customer within the Infrastructure System for recharging an electric vehicle at the CSs.
- 2.8. The Cards shall always be sent to the Customer's contact person specified in the Contract or handed over in person.
- 2.9. If the Customer fails to return the Card within 30 calendar days of the Card's expiration or deactivation date, the Provider may invoice to the Customer a charge at an amount of CZK 200 per Card.
- 2.10. The Customer must prevent any misuse of the Card and protect it from theft. The Customer is liable for any damages, debts, obligations and receivables that may arise from the use of any of the Cards the Customer has received from the Provider, including any damage arising from the Card's potential misuse; the Customer undertakes to compensate the Provider for and settle any and all damages, debts, obligations and receivables.
- 2.11. In the event the Card is lost, stolen or damaged, the Customer must report the fact to the Provider and request that the Card be deactivated by means of the Provider's Customer Care line specified in the Contract. The report may be made on business days from 8:00 a.m. to 4:00 p.m., with the Provider deactivating the Card by 10:00 a.m. on the following business day at the latest

## III. CONTRACT TERMINATION

- 3.1. Either Party may terminate the Contract at any time in writing, including without stating a reason, with the Contract to effectively end after a notice period of one month. The notice period commences on the first day of the month following delivery of a written notice to the other Party
- 3.2. Either Party may terminate the Contract with immediate effect if a motion has been filed for the other Party to enter a liquidation procedure or if proceedings have been instituted against the other Party pursuant to Act No. 182/2006 Coll. (the Insolvency Act). If the Customer falls in default of settling its due payables vis-a-vis the Provider and the period of such default exceeds 30 days from demonstrable delivery of the Provider's payment request to the Customer's contact person, the Provider may terminate the Contract with immediate effect. The Provider may further terminate the Contract if the Customer has breached any of the latter's obligations and the Provider has incurred damage as a result thereof. The termination shall take effect on delivery of the notice.
- 3.3. The Customer may terminate the Contract if the Provider breaches respective obligations under the Contract in a material manner, while material breach of contractual obligations by the Provider has following meaning:
  - ungrounded failure to provide or arrange for the provision of the Electromobility Service
- 3.4. The Customer may further terminate the Contract in cases referred to in Art. VII paragraphs 7.2 and 7.3 of the ESTCs to express disapproval of any amendments of ESTCs, or new ESTCs or of any modifications to the Price List.  
Such a termination shall take effect upon delivery of the Customer's notice of termination to the Provider or at a later date specified in the notice.
- 3.5. The Contract may also be terminated by mutual agreement of the Parties.
- 3.6. The customer grants - in conformity with § 1897 Civil Code - a prior consent to a cession of this Contract and is aware that such a cession shall become effective from the day on which the Provider notifies such a cession to the Customer or from the day on which a third person proves a cession of the Contract to the Customer.
- 3.7. The customer, with regards to § 1898, Sec. 1), Civil Code, explicitly declares he or she surrenders the right to reject the Provider's exemption from the obligation within the scope of the cession.

#### **IV. PRICE, BILLING, ADVANCE PAYMENTS AND TERMS OF PAYMENT**

- 4.1. The Provider may issue an invoice always at the end of each invoicing period during which the Service was provided and charge the price set in the Price List.
- 4.2. Each invoice must meet requirements set under Section 435 Civil Code as well as the essentials of a tax document as per Act No. 235/2004 Coll., on value added tax. The invoice must specifically include the word 'invoice', state the invoice number, Provider's Contract Reference, the due date, the date of issue, the date of taxable fulfillment, identification details on the Customer and Provider, information on the incorporation of the Parties in the Commercial or other register (this does not apply to Customers who are individuals), the bank details and account numbers and signatures of the Parties; the invoiced amount and the VAT rate and amount
- 4.3. The Provider shall present (send) invoice(s) to the Customer as soon as the same are issued to the Customer's correspondence address agreed under the Contract. The payment term of the invoice(s) shall be 21 days from the date of issue; alternatively, an invoice may be due at a later date indicated therein unless agreed otherwise under the Contract.
- 4.4. The Customer shall not be deemed in default of paying an invoice if, at the latest on the last day of its payment term, the relevant amount is debited from the Customer's account.
- 4.5. Any other payments made under the Contract (such as liquidated damages, compensation of damage, late payment interest, other costs and reimbursements) shall be due upon the relevant payment request; the Provider shall, upon the Customer's request, issue documents confirming the settlement of other payments once these have been settled. Such charges may also be billed against separate invoice(s) or included in the invoice(s) for the Electromobility Service provided. Any specific invoice(s) shall be payable on the 21st day after the date of issue; alternatively, they may be due at a later date indicated therein unless agreed otherwise under the Contract.
- 4.6. All payments under the Contract shall be made to the Provider's account by wire transfer from the Customer's account; the Customer shall identify each payment with the proper variable symbol designated by the Provider; the Provider's account number and variable symbol shall be stated in the relevant invoice(s); all payments shall be made in Czech Crowns (hereinafter also referred to as 'CZK') unless agreed otherwise in the Contract. Any costs connected with the settling of their payables under the Contract (e.g., bank fees, postage) shall be borne by each of the Parties as incurred.
- 4.7. The Parties agree that the Customer shall not have the right to set off any of the latter's receivables from the Provider against any receivables the Provider may have from the Customer. Should this provision be inconsistent with a provision of any other contracts concluded between the Provider and the Customer, the present provision shall take precedence over the provisions of the said other contracts.
- 4.8. The Parties have agreed that any payments made by the Customer to the Provider's bank account in excess of the payment schedule or any payments made at higher amounts may be set off by the Provider against any of receivables from the Customer as the Provider may deem appropriate. Unless the Provider transfers the extra payment to the following service provision term, they must return any amounts paid in excess, as established in the billing, to the Customer's bank account or, as the case may be, by postal order, at all times within the maximum of 60 calendar days of receiving the payment on the Provider's bank account, or within 60 calendar days of the date of the excess payment unless the Parties agree otherwise. The payment or amount paid in excess shall be deemed returned on the day the relevant amount is debited to the Provider's account; where the amount is returned by means of a postal order, then the amount shall be deemed returned on the day the Provider posts the relevant amount to the Customer
- 4.9. Tax documents used to render accounts (invoices, deposits and other payments made according to the Contract) and issued via bulk data processing need not contain a stamp or signature of the relevant Party to the Contract.
- 4.10. in terms of Act No.235/2004 Coll., on Value Added Tax, the Electromobility Service is regarded as supply of electricity

#### **V. INTEREST ON LATE PAYMENT**

- 5.1. In the event of any default with settling of any payables due (financial debt) under the present Contract, the Party (debtor) in default shall pay to the other Party (creditor) an interest on late payment equivalent to 0.05% of the amount due for every day of such a default. This provision does not apply to contracts governed by the Civil Code, in which case the Party in default must pay the statutory interest on late payment at a rate defined by the applicable legislation.

#### **VI. DELIVERY OF NOTICES**

- 6.1. Any communication (notices) exchanged between the Parties must be delivered at least by one of the following methods of delivery:
  - a) delivery to the other Party's correspondence address stated in the Contract or the ESTCs; the Parties agree the said address will be regarded as the correspondence address within the meaning of the applicable legislation.
  - b) delivery in person or via courier; the communication shall be deemed delivered on the day it is handed over to the given Party's authorised representative
  - c) by registered mail; the communication shall be deemed delivered on the day of delivery, it being understood that delivery denotes the moment the letter enters the recipient's realm, including, as may be the case, where the recipient refuses to accept the mail. Unless the communication is delivered before that, it shall be deemed delivered at the lapse of a period specified for the registered consignment to be collected by the postal licence holder. In addition, the communication shall be deemed delivered on the day the recipient refuses to collect the consignment.
  - d) by ordinary mail; the communication shall be deemed delivered on the day of delivery, it being understood that delivery denotes the moment the letter enters the recipient's realm;
  - e) by e-mail. The Customer undertakes to confirm reception of each e-mail sent by the Provider instantaneously;
  - f) by a text message sent to the Customer's contact mobile phone's number;
  - g) by delivery to a data box;
  - h) through the Provider's Virtual Business Office (VOK) application.
- 6.2. The Parties agree that the Provider may send messages, information, acknowledgements of receipt, invitations, payment requests and other communications concerning the Contract and its performance by text messages or via electronic means (in particular by e-mail) to the Customer's contact numbers provided in the Contract. Similarly, the consent further applies to the sending of commercial communications in electronic and/or written form concerning the Electromobility Service and related services. The Customer may use the contacts given in the Contract while communicating about the performance of the Contract.
- 6.3. Telephone calls may be recorded, of which the Customer shall be informed at the beginning of each call. The phone charges as well as the cost of using other remote communication means shall be charged according to the provider's tariff for the respective means of communication used by the Customer.
- 6.4. While communicating with the Customer, the Provider may require authentication of the Customer's identification data. The Provider may also withhold any action requested by the Customer until the latter has been duly authenticated in terms of his or her competence to request the action or transaction. If the Customer does not provide sufficient details to identify him- or herself or if the Provider has doubts concerning the Customer's proper identification, the Provider may decide not to execute the Customer's request.

## VII. FINAL PROVISIONS

- 7.1. Should any obligation (liability) under the ESTCs become void or legally unenforceable, the fact shall be without prejudice to the validity and enforceability of other obligations (liabilities) under the Contract and the ESTCs.
- 7.2. The Contracting Parties understand that with regard to the nature of the Electromobility Service, the rights and obligations regulated under the present ESTCs will have to be modified. Therefore, the Provider may unilaterally amend the provisions under Articles II, III, IV, V and VI hereunder by producing a new text of the ESTCs, fully replacing the original version and taking effect and becoming binding upon both Contracting Parties from the effective date of the amendment. The new ESTCs must be published by the Provider at least 60 days before the effective date of the amended (new) ESTCs, namely using remote access means (at website at [www.elektromobilita.cz](http://www.elektromobilita.cz)). The Customer must become familiar with the amended (new) ESTCs. The Customer may terminate the Contract/withdraw from the Contract, without stating a reason, within 3 months of the ESTCs being amended. Withdrawal from the Contract represents the exclusive instrument available to Parties to the Contract to express their disapproval with the amendments to the contractual conditions laid down under the ESTCs. The withdrawal shall take effect on the last day of the calendar month during which it is delivered to the Provider unless the Customer determines a later effective date of the withdrawal. However, where the Customer determines a later effective date of the withdrawal, they shall be subject to the ESTCs as amended, which have led the Customer to withdraw from the Contract, starting from the first day of the calendar month following delivery of the notice of withdrawal (at the earliest, however, on the effective date of the amendment of the ESTCs). A notice of withdrawal effected within 3 months of the effective date of an amendment to the ESTCs and less than 10 days before the end of the given month shall be effective as of the last day of the calendar month following that during which the notice of withdrawal is delivered to the Provider.
- 7.3. The Provider may unilaterally amend the price/s of the Electromobility Services stipulated under the Price List. The new Price List must be published by the Provider at least 30 days before the effective date of the amendment to the Price List, namely using remote access means (at website at [www.elektromobilita.cz](http://www.elektromobilita.cz)). The Customer must become familiar with the amendments to the Price List. The Customer may withdraw from the Contract/terminate the Contract within 3 months of any amendment to the Price List. The previous provision, however, does not apply where the Provider communicates the amendment to the Customer at the latest 30 days before the effective date of such an amendment while at the same time instructing the Customer of the right to withdraw from the Contract. If that is the case, the Customer may withdraw from the Contract at the latest 10 days before the effective date of the amendment. A written notice represents the exclusive instrument available to the Parties to the Contract to express their disapproval of any amendments to the Price List. The withdrawal shall take effect on the last day of the calendar month during which it is delivered to the Providers unless the Customer stipulates a later effective date of the withdrawal. However, where the Customer determines a later effective date of the withdrawal, the Customer shall be subject to the Price List as amended, which has led to withdraw from the Contract, starting from the first day of the calendar month following delivery of the notice of withdrawal (at the earliest, however, on the effective date of the amendment to the Price List). A notice of withdrawal effected within 3 months of the effective date of an amendment to the Price List and less than 10 days before the end of the given month shall be effective as of the last day of the calendar month following that during which the notice of withdrawal is delivered to the Provider.
- 7.4. The Parties undertake to adopt technical and organisational internal measures to protect non-public information, in particular confidential information, personal data and information from data registers
- 7.5. The Customer agrees that, for the purposes of performing the present Contract and implementing its information campaigns, with the cooperation of persons involved in performing the Contract within the Provider's business group, the Provider may collect, process and keep the Customer's personal data, in particular the name, surname, place of permanent residence, date of birth and, if relevant, bank account number and contact details. The Customer's personal data may be processed for the Provider in particular by CEZ Zákaznické služby, s. r. o., based in Plzeň, Guldenerova 2577/19, Postcode 303 28, Reg. No. as well as by other subcontractors providing Customer care services, namely subject to agreements made in accordance with the provisions of Section 6 of Act No. 101/2000 Coll., on personal data protection and on changes to certain other acts, as amended [hereinafter the 'PDP Act']. A full list of subcontractors is available at [www.cez.cz](http://www.cez.cz) - to be disclosed by the Provider at the Customer's request upon the conclusion of the Contract. The Customer's personal data will be protected by technical and organisational means in accordance with the PDP Act. If the Customer requests information as to how his or her personal data is processed, the Provider shall make such information available without undue delay in return for a reasonable consideration which may not exceed the costs of making the relevant information available. A Customer who finds out or believes that the Provider or the said data processors process personal data in violation of the right for privacy and personal life protection or in violation of the PDP Act; in particular, if the personal data is inaccurate in view of its purpose of processing, may ask the Provider for an explanation and, if necessary, request that the Provider or the relevant processor remedy the situation. By concluding the Contract, the Customer understands that the Provider may disclose and process the aforementioned personal data for the purposes of the Provider's information campaigns within two years of termination of the Contract's validity term. The Customer may revoke the consent granted above at any time after the final date of the Contract's validity term. The present provision shall only be applied to Customers who are individuals.
- 7.6. The obligation to safeguard any confidential information and personal data shall not prevent the Provider from making the Contract, confidential information, and personal data, including specific information on the course of performance under the Contract, to entities that are members of the Provider's business group. Operators falling within the Provider's business group include CEZ, a. s. and entities controlled by ČEZ, a. s. Controlled entity has the meaning assigned to the term under Section 74 et seq., Act No. 90/2012 Coll., on corporations and cooperatives as amended; an entity falling within the Provider's business group may process and use such data subject to the scope of the Provider's authorisation.
- 7.7. The Parties mutually undertake to provide each other with timely and certain information on any changes in the data given under the Contract, which do not affect any amendments thereto, such as changes to identification data of the Parties, personal data, correspondence addresses. Failure or omission to disclose such information shall be to the detriment of the obligated Party. The Parties further undertake to provide each other, on a timely basis, with all information that should or could have an effect on the Contract performance.
- 7.8. The Customer is obligated to prevent any potential loss of or unauthorised access to his or her identification details inherent in the Contract (e.g. the Contract reference) by a third party and to take all effective precautions to prevent misuse of such details
- 7.9. Unless stipulated otherwise under the Contract, the Contract between the Provider and the Customer has been made for an indefinite term.
- 7.10. Where the Contract is to be concluded, amended or terminated the Provider's representative's own signature may be replaced by a facsimile containing the said signature; an identical procedure may be adopted for the subsequent written correspondence under the Contract performance unless stipulated otherwise under the Contract or the ESTCs. Where an act is made for and on behalf of the Customer as the principal based on a power of attorney document at the conclusion, amendment or termination of the Contract, the Provider may request that the said power of attorney document be presented in writing along with official validation of the principal's signature
- 7.11. The ESTCs take effect on 1 February 2017.



## PRICE LIST OF THE ELECTROMOBILITY SERVICE

### 1 Price calculation

- 1.1 The invoicing term is a calendar half-year; the first invoicing term starts upon provision of the Card to the Customer, namely on the day stipulated in the Handover Protocol, and ends on the last day of the calendar half-year, during which the Handover Protocol was signed.
- 1.2 The price for the provision of the Electromobility Service is invoiced retroactively for the past half-year, i.e. on the last day of the invoicing period, which falls on the last day of the said calendar half-year or the last day of the term of the Contract or the day of the Card returning according to the Handover protocol, whichever occurs first.
- 1.3 VAT is charged according to the applicable regulations.
- 1.4 During the initial invoicing period, the number of Customer's Cards corresponds to the number of Cards taken over at the signature of the Handover Protocol. If the Cards are taken over during the calendar half-year (as opposed to on the first day of the given half-year), the Provider shall charge a proportionate part of the price for the first invoicing term. The same applies to the last invoicing period. The number of valid Cards on the last day of the given invoicing period is decisive for the calculation of the final price the Customer will be obligated to pay for the said invoicing period.
- 1.5 The provider reserves the right to propose a discount from the prices given in the Price List of the Electromobility Service by written notice (proposal) sent to the contact email or address of the Customer. Terms and conditions of the discount, especially its amount and term, will always be determined in the written notice. If the Customer accepts such a proposal, such an agreement shall prevail over the general conditions of this Price List and shall correspondingly modify the contractual relationship between the Customer and the Provider.

### 2 Current price list

- 2.1 The price applicable for the calendar year of 2018 is CZK 450 excl. VAT per month, i.e. CZK 2 700 excl. VAT per half-year.

### 3 Price list of services associated with the Card

- 3.1 The price of Card invalidation (does not apply at the Contract termination) is CZK 150 excl. VAT per one case of invalidation.
- 3.2 The price of Card revalidation is CZK 150 excl. VAT per one case of revalidation;
- 3.3 The price of issuing a new Card (does not apply to Cards received upon execution of the Contract) is CZK 200 excl. VAT per Card in the event of a loss, theft, or damage;
- 3.4 The fee charged in the event the Card is not returned upon termination of the Contract (especially as provided for under ESTC, Art. II(2.10.)) is CZK 200 excl. VAT per Card;
- 3.5 A fee charged for a written reminder as per ESTC, Art. II(2.6) is CZK 40 excl. VAT per reminder.

### 4 Validity

- 4.1 The price list is valid from 1 January 2018.



# ELECTROMOBILITY SERVICE CARD HANDOVER PROTOCOL

**Provider:**

ČEZ, a.s.  
Duhová 2/1444, Praha 4, 140 53  
VAT No.: CZ45274649

Represented at handover by:

**Recipient:**

Name:  
Address:  
VAT No.:

Represented at handover by:

Today, the Provider handed over to the Recipient the ID card/ID cards\* (specified below). ID card/ ID cards\* is/are handed over with regards to the Contract for the provision of electromobility service no.:

ID card number:

Note:

In

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Provider

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Recipient