



TEMPLATE

CONTRACT FOR THE PROVISION OF THE ELECTROMOBILITY SERVICE

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

THE PARTIES:

business name / name, surname, title:

registered office / permanent address:

Company represented by:

Id. No. / date of birth:

Tax Id. No.:

VAT payer:

Bank:

(hereinafter the "**Customer**")

and

ČEZ, a. s.

with its registered office at:

represented by:

Prague 4, Duhová 2/1444, Postal Code 140 53

Ing. Tomáš Chmelík, Ph.D., Clean Technology Section Manager. and

Ing. Veronika Němcová, Project Manager

Id. No.:

45274649

Tax Id. No.:

CZ45274649

Bank:

Komerční banka, a.s., account No.: 71504011/0100

the Company is registered in the Commercial Register kept by the Municipal Court in Prague, Section B, File

No. 1581 (hereinafter the "**Provider**")

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

Electromobility Service Agreement (hereinafter referred to as the "**Agreement**")

Preamble

In the framework of the Electromobility project, the Provider operates a network of charging stations (hereinafter referred to as the "CS") designed to recharge electric vehicles and provides the Electromobility Service within the scope provided for herein. 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.

1. Subject of the Agreement

1.1. The Provider agrees to provide the Customer with the Electromobility Service which consists of:

1.1.1. Providing the Customer with an option to recharge electric vehicles at individual CSs of the Infrastructure Network, under the terms and conditions stipulated herein, using a RFID chip (hereinafter referred to as the "RFID Chip");

1.1.2. Providing the Customer with 1 RFID Chip;

1.1.3. Access to the Provider's website, to application **FUTUR/E/GO** (hereinafter the "Application") and to the Provider's customer portal **FUTUR/E/GO** (hereinafter the "Portal"), including access to the personal account within the Application, to the Portal and to information on the use of the Infrastructure Network by the Customer;

(hereinafter the "Electromobility Service")

and the Customer agrees to pay the price for the Electromobility Service to the Provider pursuant to Art. 3 hereof.

1.2. The Provider hereby declares and the Customer acknowledges that the rights and obligations of the Parties shall also be regulated by the Electromobility Service Terms and Conditions which the Parties hereby refer to and which are attached hereto as Annex No. 1 (hereinafter referred to as the "ESTCs"). Any deviating covenants herein shall prevail over the provisions of the ESTCs. Unless stipulated otherwise herein, the terms used in this Agreement shall have the meaning given to them in the ESTCs. The Customer declares that he has become acquainted and agrees with the ESTCs. The Parties acknowledge that due to the nature of the Electromobility Service, the Provider may amend the rights and obligations of the Parties provided for herein in a manner specified in the ESTCs.

2. Conditions for Issue and Use of the RFID Chips

2.1. The Provider shall provide the Customer, at the Customer's request, with a RFID Chip authorizing the Customer to access the Infrastructure Network and to use the Electromobility Service. The RFID Chip is intended for identification and authentication of the Customer within the Infrastructure Network to recharge the electric vehicle at the CSs.

2.2. The RFID Chip is the Provider's property, however, the Customer shall be responsible for all transactions made using the RFID Chip from acceptance thereof by the Customer until return thereof to the Provider.

2.3. Unless agreed otherwise between the Customer and the Provider, the Customer agrees that the RFID Chip may be sent to the address specified by the Customer upon registration.

3. Customer's Registration

- 3.1. The conclusion of the Agreement and use of the Electromobility Service shall be conditional upon registration of the Customer in the Application or the Portal.
- 3.2. The registration is carried out by completing and sending an on-line form in the Application or the Portal. In the registration form, the Customer shall be obliged to complete the correct and full mandatory personal details (marked with an asterisk). During the use of the Electromobility Service, the Customer shall be obliged to change and supplement the details according to the current state of affairs, in each case within 5 days of the change in the mandatory detail.
- 3.3. The Provider shall be entitled, at any time in future in connection with the provision of the Electromobility Service, to change the scope of the mandatory personal details and to request disclosure of additional details of the Customer if required by the law. The Customer acknowledges that the Provider considers the completed details to be correct.

4. Price and Manner of Payment

- 4.1. The Provider and the Customer have agreed that the price for all performances of the Electromobility Service shall be specified in the Price List, in particular based on the tariff selected by the Customer. Given the anticipated long-term nature of the contractual relationship established by this Agreement and given the market price fluctuations, the Customer acknowledges and agrees that such aspects will have to be reflected in the contractual price. Therefore, the Parties have agreed that the Provider may unilaterally modify the Price List twice a year with effect from the first 1 January and 1 July of the calendar year. The current Price List for the respective period shall in each case be available at www.elektromobilita.cz.
- 4.2. The Customer agrees to pay the Provider the price of the individual performances according to the applicable Price List and the tariff selected by the Customer.
- 4.3. The Customer expressly agrees that the payment for the provision of the Electromobility Service shall be made in the form of recurring payments based on the Customer's consent from the Customer's payment card (i.e. deductions from the payment card).
- 4.4. The Customer shall be entitled to terminate the recurring payments through its client account in the Portal or Application. The Customer acknowledges and agrees that termination of the recurring payments shall result in suspension of provision of the Electromobility Service.
- 4.5. The information on the amount and form of recurring transactions, on the date and periodicity of deductions of the recurring payments and on all changes related to the recurring payments shall be sent to the Customer by e-mail or through notifications in the Application.

5. Other Rights and Obligations of the Parties

- 5.1. The Parties acknowledge that the Electromobility Service does not have to be provided at all CSs during the entire term hereof without limitations, in particular for technical reasons, due to changes in the legal regulations or technical standards or due to force majeure. At the same time, the Provider reserves the right to modify the structure of the Infrastructure Network.
- 5.2. Unless otherwise stipulated in the Agreement or the ESTCs, all communication between the Parties regarding matters related to this Agreement must be made in writing and delivered registered mail, e-mail, data box or the Application. When using the DSc, the Customer shall be obliged to follow the instructions placed on the DC, the terms and conditions stipulated in this Agreement, the ESTCs and/or information specified at www.elektromobilita.cz. The Customer in particular agrees to use DCs solely to recharge electric vehicles approved by the respective official procedure for the territory of the Czech Republic, including the respective cables and connectors, if required for recharging, officially approved and/or recommended in the DS manual. The Customer further agrees neither to perform arbitrary modifications to the DS nor to charge any electric vehicle to which such arbitrary modifications were made.
- 5.3. The Customer acknowledges and agrees that all charging cables and connectors used by the Customer (other than cables and connectors permanently fixed to DSs) are considered to constitute accessories of the Customer's electric vehicles and the Provider shall bear no liability for their loss or misappropriation.
- 5.4. Contact details of the Provider:
 Address: Duhová 2/1444, 140 53 Prague
 Application: **FUTUR/E/GO**
 Client portal: www.elektromobilita.cz
 Contact e-mail: info@elektromobilita.cz
 Telephone specified on the respective CS

6. Special Provisions

- 6.1. **No special provisions have been stipulated.**

7. Final Provisions

- 7.1. This Agreement cancels and replaces all previous agreements relating to the subject hereof.
- 7.2. The Parties acknowledge that the Agreement is not subject to the obligation of publication in the Register of Contracts within the meaning of Act No. 340/2015 Sb., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (Act on the Register of Contracts), as amended.
- 7.3. The Agreement is concluded for an indefinite term and enters into effect on the date of confirmation of registration sent by the Provider to the Customer's contact e-mail specified during the registration.
- 7.4. If any of the provisions hereof become invalid or unenforceable, while being severable from the other provisions hereof, this shall in no way cause the entire Agreement to be invalid. In that case, the Parties shall replace the invalid and unenforceable provision, without undue delay upon either Party's request, by a new provision whose contents and purpose is as close as possible to the contents and purpose of the invalid or unenforceable provision.
- 7.5. The following annexes shall form an integral part of this Agreement:
Annex No. 1 – Electromobility Service Terms and Conditions
Annex No. 2 – Electromobility Service Price List

In [redacted] on

In **Prague** on

The Customer:

The Provider: **ČEZ, a. s.**

Name:

Position:

Name: **Ing. Tomáš Chmelík, Ph.D.**

Position: Clean Technology Section Manager

Name:

Position:

Name: **Ing. Veronika Němcová**

Position: Project Manager