



ELECTROMOBILITY SERVICE TERMS AND CONDITIONS

[hereinafter the "ESTCs"]

I. RECITALS

- 1.1. These ESTCs regulate the contractual relationships for the the Electromobility Service provided by ČEZ, a. s., with its registered office in Prague 4, Duhová 2/1444, Postal Code 140 53, Id. No. 45 27 46 49, Tax Id. No.: CZ45274649, registered in the Commercial Register kept by the Municipal Court in Prague in Section B, File No. 1581 [hereinafter the "Provider"], and using the Electromobility Service by legal entities or individuals [hereinafter the "Customer"]. The Provider and the Customer are hereinafter jointly referred to as the "Parties" or "Parties to the Agreement" or "Contracting Parties" and individually as a "Party" or "Contracting Party".
- 1.2. The ESTCs regulate in more detail other mutual rights and obligations of the Parties and are available at the Provider's website [www.elektromobilita.cz].
- 1.3. The ESTCs define part of the contents of the Agreement concluded between the Provider and the Customer for the purpose of providing the Electromobility Service. In case of any conflict, the provisions of the Agreement shall prevail over the provisions of the ESTCs.

II. SOME CONDITIONS FOR PROVISION OF ELECTROMOBILITY SERVICE, CONDITIONS FOR USE OF RFID CHIPS

- 2.1. The Provider agrees to provide reasonable customer support so that the Customer is able to recharge at CSs.
- 2.2. The Provider agrees to grant to the Customer access to the Application, to the Customer Portal and to the website [www.elektromobilita.cz], through which the Customer will be informed in particular of:
 221. the current status and location of the charging stations,
 222. the manner of operation of the CS, including the CS operating manual and safety instructions,
 223. new CSs put into operation,
 224. developments in electromobility.
- 2.3. The Customer agrees, in particular:
 231. to become acquainted with and follow the CS operating manual and safety instructions available at www.elektromobilita.cz,
 232. to inform the Provider without delay, through its contact point specified in the Agreement, of any CS failure or damage.
- 2.4. The Customer agrees that any and all recharging data may be published or used, subject to maintaining anonymity, for promotional purposes.
- 2.5. The Customer acknowledges and agrees that excessive occupation of the charging station (after 90 minutes when connected using a 50 kW DC connector and after 480 minutes when connected using an AC connector) shall be charged according to the Price List.
- 2.6. The Provider reserves the right to restrict, for commercial or technical reasons or in order to prevent the state of emergency or during a state of emergency (within the meaning of Act No. 458/2000 Coll., the Energy Act), the recharging option for the Customer at individual CSs or within the entire Infrastructure Network in accordance with the applicable legal regulations.
- 2.7. The Customer's identification and authentication within the Infrastructure Network for recharging an electric vehicle at CS is made using a RFIC chip (hereinafter the "RFIC Chip") authorised by the Provider or using the mobile application **FUTUR/E/GO** (hereinafter the "Application").
- 2.8. An RFID Chip issued at the Customer's request shall be sent to the Customer to the address specified upon registration.
- 2.9. If the Customer fails to return the RFID Chip within 30 calendar days of expiry of the Agreement or if a new RFID Chip is issued due to loss or damage to the RFID Chip, the Provider shall be entitled to request payment of CZK 200.00 from the Customer on the basis of an issued invoice.
- 2.10. The Customer shall be obliged to prevent any misuse of the RFID Chip and protect it against theft. The Customer shall be liable for all damage, debts, payables, receivables resulting from or in connection with the use of the RFID Chip authorised by the Provider, including damage resulting from possible misuse, and agrees to reimburse the Provider for all such damage, debts, payables, receivables.
- 2.11. The Customer shall be obliged to use the RFID Chip solely for its own need and may not provide it to third parties, unless otherwise agreed by the Parties.
- 2.12. Any misuse of the RFID Chip shall constitute a material breach of the Agreement.
- 2.13. In case of any loss, theft or damage to the RFID Chip, the Customer shall be obliged to inform the Provider thereof and request deactivation of the RFID Chip through the Customer Support, through e-mail or through notifications in the Application.

III. CONCLUSION OF THE AGREEMENT AT A DISTANCE

- 3.1. The Electromobility Service Agreement is concluded at a distance (distance Agreement) through the Application or the Customer Portal, unless otherwise agreed by the Parties.
- 3.2. The Provider informs the Customer as follows:
 - 3.2.1 the costs of means of remote communication do not differ from the basic rate (in case of Internet connection, according to the conditions of the operator of the Parties involved);
 - 3.2.2 the Electromobility Service Agreement may be concluded in the Czech language;
 - 3.2.3 no advance payment or similar payment is required upon conclusion of the Agreement;
 - 3.2.4 the Agreement may be concluded for an indefinite term.
- 3.3. The Customer shall be entitled to withdraw from the distance Agreement, without giving a reason, within fourteen days. The above deadline shall commence from the date of conclusion of the Agreement.
- 3.4. If the Customer withdraws from the distance Agreement, without giving a reason, while the Provider already commenced the performance at the Customer's express request prior to expiry of the deadline for withdrawal from the Agreement, the Customer shall reimburse the Provider for a proportionate part of the agreed price for the performance provided up until withdrawal from the Agreement.
- 3.5. In order to exercise the right to withdraw from the Agreement, the Customer must demonstrably inform the Provider of its withdrawal from the Agreement by way of a unilateral legal act in one of the forms specified in Art. VII. of the ESTCs.

IV. TERM OF THE AGREEMENT

- 4.1. Either Party shall be entitled to terminate the Agreement at any time in writing, even without giving a reason, and the Agreement shall terminate upon expiry of a one-month notice period. The notice period shall commence on the first day of the following invoice period after the invoice period in which the written Agreement termination was delivered to the other Party.

- 4.2. A Party shall be entitled to terminate the Agreement without a notice period if a petition for entry of the other Party into liquidation is lodged or if determination of insolvency is made against the other Party pursuant to Act No. 182/2006 Coll. (the Insolvency Act). If the Customer is in delay with payment of its due payables to the Provider and the period of delay with payment of the Customer's payable to the Provider exceeds 30 days of demonstrable delivery of the Provider's request to the Customer's contact person, the Provider shall be entitled to terminate the Agreement without a notice period. The Provider shall also be entitled to terminate the Agreement without a notice period if:
- the RFID Chip is misused or used at variance with the Agreement and/or the ESTCs
 - the Customer breaches its obligation as a result of which the Provider incurs damage.
- The termination shall become effective on the date of delivery.
- 4.3. The Customer shall be entitled to withdraw from the Agreement in case of material breach of obligations following from the Agreement by the Provider; the following shall constitute material breach of the Provider's obligations:
- failure to provide or arrange for the Electromobility Services without justification.
- 4.4. The Consumer may also withdraw from the Agreement in cases stipulated in Art. VIII.(8.2) and (8.3) of the ESTCs as an expression of disagreement with changes in or new ESTCs or with changes in the Price List.
- The withdrawal shall be effective on the date of delivery of the Customer's written notice of withdrawal to the Provider or on such a later date as stipulated in such notice.
- 4.5. The Agreement may also be terminated by mutual agreement between the parties.
- 4.6. In conformity with Section 1897 of the Civil Code, the Customer agrees in advance with an assignment hereof and acknowledges that such assignment shall be effective to the Customer from the time when the Provider notifies the Customer of such assignment of the Agreement or when a third party (assignee) demonstrates assignment of the Agreement to the Customer.
- 4.7. The Customer expressly represents, within the meaning of Section 1898(1) of the Civil Code, that it waives the right to reject to release the Provider from its obligations within the scope of the assignment.

V. ACCOUNT AND MANNER OF PAYMENT

- 5.1. The Provider shall have the right to invoice the prices according to the Price List, in each case at the end of each invoicing period in which the services was provided.
- 5.2. The invoice must meet the requisites specified in Section 435 of the Civil Code and the requisites of a tax receipt according to Act No. 235/2004 Coll., on Value Added Tax.
- They must in particular contain the word invoice, invoice number, Provider's contract number, period of maturity, date of issue, date of taxable supply, identification of the Customer and the Provider; the information on registration of the Parties in the Commercial Register or in other records (this does not apply if the Customer is a natural person), designation of the financial institution, account number and signature of the Parties; invoiced amount, VAT rate and amount.
- 5.3. The Provider shall submit the invoice(s) (or enable viewing them in the Application and/or the Portal in the customer account) to the Customer without delay after the issue, usually on the 1st calendar day of the month following the end of the relevant invoicing period.
- 5.4. Invoice shall be paid in the form of recurring payments, based on the Customer's consent, from the Customer's payment card (i.e. by deducting them from the payment card) which the Customer has registered in the Application or the customer portal.
- 5.5. The Customer acknowledges that the details of the payment card are processed by PayU payment gateway. PayU S.A. handles the Customer's payment card details in accordance with the international security standard PCI-DSS Level 1. The Provider of the Electromobility Service has no access to such card details.
- 5.6. The payment of an invoice by way of recurring payments (deductions from the payment card) shall usually take place on the 8th calendar day of the month following the end of the relevant invoicing period.
- 5.7. In case of termination of recurring payments from the payment card by the Customer and/or upon expiry of the registered payment card and failure to register a new payment card or failure to register any payment card, the Customer acknowledges and agrees that the provision of the Electromobility Service will be suspended.
- 5.8. On the date on which the recurring payment is deducted from the payment card, the Customer shall be obliged to dispose of adequate funds on the payment card.
- 5.9. If it is impossible to make the recurring payment (by deducting it from the payment card) for reasons on the part of the Customer (in particular due to invalid card, inadequate funds, etc.) not later than by the 15th calendar day of the month following the end of the relevant invoicing period, the Customer acknowledges and agrees that the provision of the Electromobility Service will be suspended until the outstanding amount is paid in full, including other payments, if any, according to the Agreement and/or the ESTCs. The Provider may also proceed according to Art. IV.(4.2.) of the ESTCs.
- 5.10. 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.
- 5.11. The Customer shall not be in delay with payment of the invoice if, on the date of debiting the invoiced amount, the Customer's payment card is debited with the whole amount.
- 5.12. Other possible payments under the Agreement (e.g. damage, default interest, other costs, compensations) shall be payable upon request for payment; upon the Customer's request, the Provider shall be obliged to issue proof of payment with respect to other payments after the making thereof. Such individual invoice(s) shall be payable on the twenty-first day of the date of issue of the invoice or on the due date specified therein, if it is a later date, unless otherwise agreed.
- 5.13. All payments shall be made in Czech crowns (hereinafter "CZK"), unless otherwise agreed in the Agreement. The respective costs associated with payment of the obligations under the Agreement shall be borne individually by each Party.
- 5.14. The Parties have agreed that the Customer shall not be entitled to unilaterally set off any of its receivables from the Provider against any of the Provider's receivables from the Customer. Should such provision be at variance with any provision of other contracts concluded between the Provider and the Customer, such provision shall prevail over the provisions of other contracts.
- 5.15. Tax receipts on accounts issued by way of mass data processing do not have to contain the stamp or signature of the Parties to the Agreement.
- 5.16. From the viewpoint of Act No. 235/2004 Coll., on value added tax, the Electromobility Service constitutes supply of electricity.

VI. DEFAULT INTEREST

- 6.1. In case of delay in payment of any due receivable (pecuniary debt) hereunder, the defaulting Party (debtor) shall be obliged to pay a contractual default interest to the other Party (creditor) in the amount of 0.05% of the outstanding amount for each day of delay. This provision shall not apply to contractual relationships governed by the Civil Code where the defaulting Party is obliged to pay a statutory default interest in the amount stipulated by the applicable legal regulation.

VII. DELIVERY OF DOCUMENTS

- 7.1. Any information exchanged between the Parties must be sent in at least one of the following methods of delivery:
- a) delivery to the mailing address of the Party specified in the Agreement or the ESTCs; the Parties stipulate such address as mailing address within the meaning of the applicable legal regulation;
 - b) personal delivery and/or delivery by courier; the information shall be deemed delivered on the date of delivery to the contact person of the respective Party

- c) by registered mail; the information shall be deemed delivered on the date of delivery, where delivery means the time when the letter gets into the sphere of the recipient, even if acceptance of the letter is rejected by the recipient. Unless the information is delivered earlier, it shall be deemed delivered upon expiry of the deadline for collection of a registered letter stipulated by the postal license holder. The information shall also be deemed delivered on the day on which the acceptance of the consignment was rejected by the recipient;
 - d) by mail; the information shall be deemed delivered on the date of delivery, where delivery means the time when the letter gets into the sphere of the recipient;
 - e) electronically (by e-mail). The Customer agrees to confirm acceptance of each e-mail sent by the Provider electronically without delay;
 - f) via text message sent to the Customer's contact person's mobile phone number;
 - g) delivery to the data box;
 - h) via the Application.
- 7.2. The Parties have agreed that the Provider may send messages, information, acknowledgements of message delivery, requests, reminders and other communications regarding the Agreement and the performance thereof by electronic means (in particular by e-mail) to the Customer's contact specified upon registration. Accordingly, the consent shall also apply to sending commercial communications, in both electronic and written form, regarding the Electromobility Service and related services; for communication in performing the Agreement, the Customer may use the contacts specified in the Agreement and/or in the Application.
- 7.3. Telephone calls may be recorded of which the Customer shall be advised at the beginning of the call. The telephone charge, as well as the costs of use of other means of remote communication, shall be charged according to the tariff of the provider of the respective means of communication used by the Customer.
- 7.4. When communicating with the Customer, the Provider shall be entitled to require verification of the Customer's identification details. The Provider shall also be entitled not to perform any act required by the Customer until justification of execution of the Customer's instruction is verified. In case of inadequate demonstration thereof or doubts regarding correct identification of the Customer, the Provider shall be entitled not to perform the Customer's requirement.

VIII. FINAL PROVISIONS

- 8.1. If any obligation (duty) under the ESTCs is or becomes invalid or legally unenforceable, this shall in no way affect the validity and enforceability of other obligations (duties) under the Agreement or the ESTCs.
- 8.2. The Parties acknowledge that due to the nature of the Electromobility Service, it may be necessary to amend the rights and obligations of the Parties provided for herein. Therefore, the Provider shall be entitled to unilaterally amend the provisions of Articles II, III, IV, V, VI and VII hereof in that it will draw up a new wording of the ESTCs which will completely replace the original wording and will be effective and binding on both Parties from the effective date of the amendment. The Provider shall publish such new ESTCs, at least 60 days before the effective date of the amendment to the (new) ESTCs, in a manner allowing for remote access (at its website www.elektromobilita.cz). The Customer shall be obliged to become acquainted with the amended (new) ESTCs. The Customer shall be entitled to withdraw from / terminate the Agreement, without giving a reason, within 3 months of the amendment to the ESTCs. Withdrawal from the Agreement represents an exclusive instrument agreed by the Parties to the Agreement for expressing disagreement with changes in the terms and conditions of the ESTCs. The withdrawal shall be effective as of the last day of the calendar month in which the notice of withdrawal was delivered to the Provider, unless the Customer stipulates a later effective date of withdrawal. If, however, the Customer stipulates a later effective date of withdrawal, the ESTCs in the wording of amendments as a result of which the Customer withdrew from the Agreement shall apply to the Customer from the first day of the calendar month following the date of withdrawal (but no sooner than from the effective date of the amendment to the ESTCs). Withdrawal which took place within 3 months of the effective date of amendment to the ESTCs and less than 10 days before the end of the relevant month shall be effective as of the last day of the calendar month following the date of delivery of the notice of withdrawal to the Provider.
- 8.3. The Provider shall be entitled to unilaterally change the price(s) for the Electromobility Service stipulated by the Price List. The Provider shall publish the new Price List, at least 30 days before the effective date of the change in the Price List, in a manner allowing for remote access (at its website www.elektromobilita.cz). The Customer shall be obliged to become acquainted with the changes in the Price List. The Customer shall be entitled to withdraw from/terminate the Agreement, without giving a reason, within 3 months of the change in the Price List. This, however, shall not apply if the Provider notifies the Customer of the change not later than 30 days before the effective date of the change and, simultaneously, advises the Customer of its right to withdraw from the Agreement. In such case, the Customer shall be entitled to withdraw from the Agreement, without giving a reason, not later than within 10 days before the effective date of the change. Written withdrawal represents an exclusive instrument agreed by the Parties to the Agreement for expressing disagreement with the changes in the Price List. The withdrawal shall be effective as of the last day of the calendar month in which the notice of withdrawal was delivered to the Provider, unless the Customer stipulates a later effective date of withdrawal. If, however, the Customer stipulates a later effective date of withdrawal, the Price List in the wording of changes as a result of which the Customer withdrew from the Agreement shall apply to the Customer from the first day of the calendar month following the date of withdrawal (but no sooner than from the effective date of the change in the Price List). Withdrawal which took place within 3 months of the effective date of the change in the Price List and less than 10 days before the end of the relevant month shall be effective as of the last day of the calendar month following the date of delivery of the notice of withdrawal to the Provider.
- 8.4. The Parties agree to adopt internal technical and organisational measures to protect non-public information, personal data and information from data registers.
- 8.5. The Provider processes the Customer's identification and contact details and some other data which the Customer provided in connection with the conclusion of the Agreement in conformity with the relevant Czech and European legal regulations and in order to fulfil the obligations under the Agreement, obligations imposed by the legal regulations and to protect its legitimate interests. These data are used for the purposes of concluding, performing, terminating and exercising the rights under the Agreement. The Customer shall be entitled, at any time, to object to the processing of personal data based on the Provider's legitimate interests. The information on the processing of personal data, including the Customer's rights, is available at the Provider's website www.cez.cz in a document entitled Information on Personal Data Processing.
- 8.6. The obligation to protect confidential information and personal data shall not prevent making the Agreement and personal data, including confidential information on the progress of performance under the Agreement, accessible to persons within the Provider's business group. Persons within the Provider's business group mean ČEZ, a.s. and entities controlled by ČEZ, a.s. Controlled entity means a controlled entity within the meaning of Section 74 et seq. of Act No. 90/2012 Coll., on Commercial Companies and Co-operatives, as amended; a person within the Provider's business group shall be entitled to process and use these data within the scope of the Provider's authority.
- 8.7. The Parties agree to provide each other with timely and certain information on changes in the details specified in the Agreement which in no way affect its changes such as changes in the identification details, personal data, mailing address of a Party. The obliged Party shall be liable for any omission or failure to provide such information. The Parties further agree to provide each other, in a timely manner, with all information that would or could affect the performance of the Agreement.
- 8.8. The Customer shall be obliged to prevent possible loss of or unauthorised access by a third party to its identification data under the Agreement and to take effective measures against misuse thereof.

- 8.9. The Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Id. No.: 000 20 869, website: <https://adr.coi.cz/cs>, shall be the competent authority for out-of-court resolution of consumer disputes. It is possible to use the Online Dispute Resolution platform located at <http://ec.europa.eu/consumers/odr> for settlement of disputes between a provider and a customer under a service agreement.
- 8.10. Unless otherwise stipulated in the Agreement, the contractual relationship between the Provider and the Customer is concluded for an indefinite term.
- 8.11. If the Customer as a principal is represented in the conclusion, amendment or termination of the Agreement on the basis of power of attorney, the Provider may require submission of written power of attorney, as well as official authentication of the principal's signature.
- 8.12. The ESTCs are effective from 13 March 2020.



PRICE LIST OF ELECTROMOBILITY SERVICE

I. PRICE CALCULATION

- 1.1 The invoices are set on monthly basis; while the invoicing period does not have to correspond with the calendar month; the first invoice period begins on the date of the Customer's registration at the Customer Portal or in the Application and terminates in the following calendar month on the date with a serial number or indication which corresponds with the date of Customer registration from the previous calendar month. Each following invoice period is on the same basis.
- 1.2 The price for the provision of the Electromobility Service shall be invoiced monthly in arrears, i.e. as of the last day of the invoicing period or of the last day of the Agreement termination, whichever occurs earlier.
- 1.3 VAT shall be charged according to the applicable regulations.
- 1.4 The Provider reserves the right to propose a discount on the prices specified in the Price List of the Electromobility Service or other change in the tariff in the form of a written notice sent to the Customer's contact e-mail or address. The specific conditions of the discount, in particular the amount and term thereof, shall in each case be determined in the above-specified notice; if the Customer accepts such proposal, it shall constitute an agreement that prevails over the general regulation of the conditions in the Price List of the Electromobility Service and that modifies the given contractual relationship accordingly.

II. CURRENT PRICE LIST OF CHARGING

2.1

	Unit	TAXI	Commercial Agent	Weekend Driver	"Pay as you go"	Unregistered
Monthly payment	CZK/month	1,750	550	200	0	0
Consumption fee	CZK/kWh	3.5	4.5	5.5	7.5	9.5
Pre-paid consumption (free units)	kWh	500	122	36	0	0

The prices are specified inclusive of VAT.

- 2.2 In the framework of the tariff, free units are non-transferable between individual invoicing periods.

III. PRICE OF ADDITIONAL OPERATIONS

3.1

Operation	Price in CZK
Occupation of a charging station – 50 kW DC connector connection (91 st and each additional minute of charging or 1 st and each additional minute after completion of charging, whichever occurs earlier)	2.00 / minute
Occupation of a charging station – AC connector connection (481 st and each additional minute of charging or 1 st and each additional minute after completion of charging, whichever occurs earlier)	2.00 / minute
Tariff change (twice in a calendar month)	free of charge
Tariff change (3 rd and each additional change in a calendar month)	200.00
New RFID Chip issue and activation (does not apply to 1 st RFID Chip provided) in case of loss, theft or damage to the card	200.00
Fee in case of failure to return RFID Chip upon termination of the contractual relationship (pursuant to ESTCs, Art. II (2.8.))	200.00

The prices are specified inclusive of VAT.

IV. TERM OF THE PRICE LIST

- 4.1 The Price List is effective from 13 March 2020