

CHARGING SERVICE CONTRACT

pursuant to Section 1746(2) of Act No. 89/2012 Coll., Civil Code, as subsequently amended

THE PARTIES:

business name / name, surname, title:

registered office / permanent address:

company represented by:

Company ID / date of birth:

VAT No.:

VAT payer:

Bank details:

(hereinafter referred to as the "**Customer**")

and

ČEZ, a.s.

with its registered office at:

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

represented by:

Ing. Tomáš Chmelík, Ph.D., Charging Points Implementation and
Operation Manager, and

Ing. Veronika Němcová, Customer Agenda Project Manager

Company ID:

45274649

VAT No.:

CZ45274649

Bank details:

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

The Company is registered in the Commercial Register at the Municipal Court in Prague, Section B, File 1581

(hereinafter referred to as the "**Provider**")

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

Charging Service Contract (hereinafter referred to as the "**Contract**"):

Preamble

The Provider provides the Charging Service in the CP Infrastructure Network as specified in the Contract.

1. Subject of the Contract

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

1.1.1. providing the Customer with the possibility to charge Electric Vehicles at individual CPs of the Infrastructure Networks, under the conditions set by the Contract.

1.1.2. access to the Website, to the Application and Portal, including access to a personal account in the Application or Portal and to information about the use of the Infrastructure Network by the Customer;

1.1.3. provision of other services listed in the CTCs,

(hereinafter the "**Charging Service**")

and the Customer agrees to pay the price for the Charging Service to the Provider pursuant to clause 3 of the Contract.

1.2. The Provider hereby declares and the Customer acknowledges that the rights and obligations of the Parties shall also be regulated by the Charging Service Business Terms and Conditions which the Parties hereby refer to and which are attached hereto as

Annex 1 (hereinafter referred to as the "**CTCs**"). Unless otherwise stated in the Contract, terms (words, phrases, abbreviations written with a capital initial letter) used in the Contract have the meaning assigned to them in the CTCs. The Customer declares that it has become acquainted and agrees with the CTCs. The Contracting Parties are aware that, taking into account the nature of the Charging Service and the long-

term nature of the contractual relationship, the Provider may change the necessary rights and obligations of the Contracting Parties regulated in the CTCs, in the manner specified in the CTCs.

- 1.3. The Customer acknowledges that the Charging Service may not be provided on all CPs for the entire period of validity of the Contract without limitation. The conditions under which the operation on the CP can be restricted are listed in the CTC. At the same time, the Provider reserves the right to modify the structure of the Infrastructure Network. The list of CPs that are part of the Infrastructure Network is provided on the Website or in the Application or Portal.
- 1.4. The Customer expressly requests that the Provider starts providing the Charging Service immediately after concluding the Contract. The Customer acknowledges that in accordance with Section 1837 (a) and (e) of the Civil Code, it is not entitled to withdraw from the Contract according to Section 1829 of the Civil Code.

2. Customer's Registration

- 2.1. The conclusion of the Contract and use of the Charging Service shall be conditional upon registration of the Customer in the Application or Portal.
- 2.2. The registration is carried out by completing and sending an on-line form in the Application or Portal. In the registration form, the Customer shall be obliged to complete the correct and full mandatory personal details (marked with an asterisk). The Customer is obliged to update the data during the use of the Charging Service, and always no later than 5 days from the date of the change of the mandatory data (by himself or by written communication to the Provider). The Customer acknowledges and agrees that the correctness and completeness of the mandatory data is a condition for the provision of the Charging Service. Omission or failure to provide such information shall be at the Customer's expense.
- 2.3. In connection with the provision of the Charging Service, the Provider is entitled, at any time in the future, to change the scope of mandatory personal data and to require the communication of additional data about the Customer, especially if this is required for legal reasons, further for the purpose of proper and unimpaired provision of the Charging Service and for verification of the Customer identification.

3. Price and Manner of Payment

- 3.1. The Provider and the Customer have agreed that the price for all performances of the Charging Service shall be specified in the Price List with which the Customer fully agrees. With regard to the expected long-term contractual relationship established by the Contract and with regard to possible changes in market prices (especially electricity prices), the Contracting Parties have agreed that the Provider is entitled to unilaterally change the Price List in the manner and under the conditions specified in the CTC.
- 3.2. The Customer agrees to pay the Provider the price of the individual performances according to the applicable Price List.

4. Special Provisions

No special provisions have been stipulated.

5. Final Provisions

- 5.1. This Contract cancels and replaces all previous agreements relating to the subject hereof.
- 5.2. The Parties acknowledge that the Contract is not subject to the obligation of publication in the Register of Contracts within the meaning of Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Some Contracts, the Disclosure of these Contracts and the Register of Contracts (Act on the Register of Contracts), as amended.
- 5.3. The Contract is concluded for an indefinite period of time and becomes effective on the day the Customer confirms the registration via a link in the email sent by the Provider to the Customer to the Customer's contact email indicated during registration.
- 5.4. 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 Contract 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 are as close as possible to the contents and purpose of the invalid or unenforceable provision.

5.5. The following annexes shall form an integral part of this Contract:
Annex 1 – Charging Service Business
Terms and Conditions (CTC)

In _____ dated _____ In Prague _____ date

Customer: _____ Provider: **ČEZ, a.s.**

Name:

Position:

Name: **Ing. Tomáš Chmelík, Ph.D.**

Position: Charging Points Implementation and
Operation Manager

Name:

Position:

Name: **Ing. Veronika Němcová**

Position: Customer Agenda Project Manager