

PROPOSAL: CONTRACT FOR THE PROVISION OF CHARGING

Under No. XXXXXXX, concluded pursuant to Contract Law, between the following parties (hereinafter referred to as the "Contract"):

Provider: **Smart Fuel Pass s.r.o.**
Registered address: Panenská 13, 811 03, Bratislava, Slovakia
Reg. No.: 54445833
Commercial Register: Mestský súd Bratislava III, oddiel: Sro, vložka číslo: 160014/B
E-mail: info@smartfuelpass.com
Represented by: Ladislav Lopatka, Erik Brinkáč
(further as „**Provider**“)

and

User: **Ultima Payments a.s.**
Address: Panenská 13, 81103, Bratislava - mestská časť Staré Mesto, Slovakia
ID / Date of Birth: 46955208
CR / other registration: Mestský súd Bratislava III, oddiel: Sa, vložka číslo: 6792/B
Represented by: Milos Benadik
(further as „**User**“)

1. The subject matter of the contract is the provision of Services, in particular Charging Services by the Provider to the User, in accordance with the terms and conditions and individual provisions of the General Terms and Conditions of Smart Fuel Pass, its individual appendices and components, which form an integral part of this contract (hereinafter referred to as the "GTC").
2. The rights and obligations of the contracting parties are governed by the provisions of the GTC, the Commercial Code and other laws in force. The User declares that they have been acquainted with the text of the GTC, prior to the conclusion of this contract, agrees with their wording and undertakes to comply with them, which is confirmed by their consent to the conclusion of this contract.
3. The Parties agree that the fees and charges for the provision of individual activities and Services, in particular the Charging Service, under this Agreement between the Provider and the User shall be governed by the Price List, which forms part of this Agreement as Appendix 1. The prices in the Price List are exclusive of the applicable VAT rate.
4. The following appendices form part of this contract:
Appendix 1 - EV Charging Price List for charging clients
https://fs.smartfuelpass.com/TermsDoc/SMFP_UNI_2023.12.15_ClientPriceList_EN.pdf
5. The Parties declare that they have received the above-mentioned annexes at the time of signing and that they are duly acquainted with the contents of the individual annexes.

Proposal: Consent to direct debit liabilities in favor of Smart Fuel Pass

User: Ultima Payments a.s.
Address: Panenská 13, 81103, Bratislava - mestská časť Staré Mesto, Slovakia
ID / Date of Birth: 46955208
CR / other registration: Mestský súd Bratislava III, oddiel: Sa, vložka číslo: 6792/B
Represented by: Milos Benadik
(further as „User“)

hereby agrees

to the direct debit of any payable liabilities arising under the contract No. XXXXXXX on the provision of charging concluded with the Smart Fuel Pass dated MM/DD/YYYY, against the Smart Fuel Pass, on the basis of a payment order submitted by the Smart Fuel Pass, from the payment account held in his name by Ultima Payments a.s., with registered office at Panenská 13, 811 03, Bratislava, Slovakia, ID No.: 46955208, registered in the Commercial Register Mestský súd Bratislava III, oddiel: Sa, vložka číslo: 6792/B (hereinafter referred to as the "Payment Service Provider"), established in accordance with Payment Services Act. By providing such consent, the User hereby gives consent to the debiting of the relevant amount of funds from the User's payment account held/established with the payment service provider in accordance with the payment order submitted by the Smart Fuel Pass.

The Smart Fuel Pass shall submit this direct debit consent to the Payment Service Provider.

Note: The User-Consumer is entitled to modify this consent at any time, to set the relevant limits, or even to cancel it on the basis of the terms and conditions regulated by the contract with the payment service provider. However, the User-Consumer acknowledges that cancellation of this consent or modification of the terms and conditions of the direct debit consent (setting the limit for direct debit below the amount of 100€) constitutes the Provider's grounds for withdrawal from the charging agreement (Article IV, paragraph 8, letter c) of the GTC). At the same time, the User declares that they have been informed of their rights pursuant to Article 13(3) of Payment Services Act.