

Proposal: CHARGING POINT CONNECTION CONTRACT

Registered under No. **XXXXXXX**, entered into 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	
Operator:	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 „ Operator “)	

Art. I. Introductory provisions and subject matter of the contract

1. The Provider shall operate the Smart Fuel Pass system (hereinafter referred to as the "System") and provide a number of services, but in particular the service of charging E-mobility vehicles for various natural and legal persons through the System, which enables the connection and use of one or more charging stations within the Smart Fuel Pass Charging Station Network ("SFP Charging Network/SFP Charging Station Network").
2. The Operator is the person entitled to use and operate the charging station, or several charging stations, which they are interested in and entitled to provide for the purpose of connection to the charging network for the purpose of public use of the relevant charging station by several Users through the System, in accordance with the terms of this Contract.
3. The subject of this Contract is the regulation of the rights and obligations of the Parties in the operation, use, technical support and connection of a charging station, or several charging stations to the System, for the purpose of providing Services to Users through the System, in particular the service of charging E-mobility vehicles.
4. The basic rights and obligations of the parties, as well as the manner of provision of the Services to the Users, including the definition of individual terms used in this Contract are set out in the General Terms and Conditions of Smart Fuel Pass, (hereinafter referred to as the "GTC"), which form part of this Contract and are binding as general provisions for the parties to this Contract.
5. The subject of the Contract may also be any other activities or services that can be used through the charging station provided to the Provider for the purpose of connection to the System and use of the Services.

Art. II. Charging Station Connection and Provision of Services

1. Immediately after the entering the Contract, the Operator shall notify the Provider which Charging Station(s) it wishes to include in the network of SFP Charging Stations and connect to the System. For this purpose, the Operator shall provide the Provider with all necessary and required information for the inclusion of the relevant charging station in the charging network (in particular, the required configuration parameters on the basis of which the Provider shall connect the charging station to the System (to the Operator's account). A charging station activated in the System may be removed from the System upon prior notification to the Provider at least 30 days before the planned removal.
2. The Operator undertakes, from the moment of connection of a particular charging station to the SFP charging station network, to operate the charging station properly in accordance with this Contract, the GTC and the relevant legislation. For this purpose, the Operator shall in particular:
 - a. enable Users to use the Services through the System,
 - b. ensure the operation of the Charging Station included in the Charging Network, including technical support in its operation,
 - c. ensure regular technical maintenance of the charging station, in particular for the purpose of:
 - i. the safety of the operation of the station,
 - ii. ensuring maximum possible operating time,
 - iii. the physical availability of the station.
 - d. provide the Provider with technical assistance and cooperation in the operation of the charging station in such a way as to ensure the uninterrupted operation of the charging stations.
3. For the purpose of connecting the Charging Station to the System, the Operator shall create an account in the System as a special account of the Operator, which the Operator is entitled and obliged to use for the purpose of fulfilling its obligations and exercising its rights under this Contract and the GTC in connection with the operation of the Charging Station within the Charging Network. For this purpose, the Operator acquires the right to use the System, in the manner

for which it is intended and in accordance with the terms and conditions of use of the System, which form part of this Contract and/or the GTC, during the term of this Contract.

4. As part of the provision of the Services, the Operator undertakes to provide the Charging Service within each Charging Station connected to the Charging Network and undertakes to determine the terms and conditions for the use of this Service in a clear, visible and transparent manner; in particular, by displaying the rules and instructions for charging within the relevant Charging Station, by specifying the charging tariff, prices and other related services and by providing all necessary and required information, including the sharing of the location and the current status of the Charging Station for the purposes of the System.
5. The Provider undertakes to carry out the activities under this Contract properly and with the necessary professional care. The Provider undertakes to carry out the individual activities in such a way as to guarantee the operation of each charging station connected to the System to the widest possible extent, respecting the requirements and needs of the Provider, the Users and all users of the System, in accordance with general technical standards and legislation in the relevant field.
6. The Operator is obliged to refrain from any actions and legal obligations that could limit or threaten the continuous provision of Services within the respective Charging Station connected to the System, in particular charging through the System, in particular but not limited to the connection of the Charging Station to a system or program other than the SFP System.
7. The Parties undertake to cooperate with each other in connection with the implementation of the subject matter of this Contract and to inform each other without undue delay of anything that might affect the exercise of their respective rights and obligations under this Contract.

Art. III. Price and payment terms

1. The Parties agree that the fees and charges for the provision of individual activities and Services, in particular the Charging Service, under this Contract between the Provider and the Operator 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.
2. The prices for the individual Services shall be paid to the Provider from time to time (i.e., as a rule, each time after the particular Service has been exhausted, in particular after the User has finished charging and has paid the Provider) in accordance with the Price List. The price for the Charging Service is set by the Provider, but may not be the final price for the User. The final price in relation to the User, which also takes into account the remuneration according to the Price List, the costs of providing the specific Service (in particular the Service fee according to the Price List, the VAT rate, the fees of third-party service providers, etc.) shall always be determined by the Provider. The Provider has the right to determine the final price for each Service in relation to the Users / the final price for the Service in the System.
3. The Provider shall invoice the Operator for the duly used Services, in particular the amount of electronic energy actually used within the Charging Service, for the relevant period, which is the middle of the calendar month (the period from the 1st to the 15th day and the period from the 16th to the last day of the relevant month). The invoice for the relevant period shall include an accounting of the Services used and paid for during the previous billing period as set out in the preceding sentence, unless otherwise specifically agreed between the parties.

Art. IV. Declarations and warranties of the Parties

1. The Operator undertakes to provide the Services at its own expense and risk, independently, with professional care, in the required quality, in accordance with the applicable technical and other standards and regulations, so that each charging station can be used within the network of SFP charging stations, through the System, as a rule, continuously, unless a charging station is indicated in the System as unavailable in advance and reported as unavailable in advance.
2. The Operator declares and undertakes that in the operation of the Charging Stations it has settled all rights necessary for the proper operation of the Charging Stations and the provision of the Services in accordance with this Contract and the GTC. The Operator, in the event that the use of any program/work within the meaning of the Copyright Act is necessary for the purpose of providing the Services, hereby grants to the Provider all rights (licenses) necessary for the use of the Charging Station and its software to the extent necessary to enable the proper performance of the provisions under this Contract and the provision of the Services and the performance of the obligations towards the Users under the GTC. The Operator shall be responsible for the proper settlement of any rights, including intellectual property rights, in the Charging Stations it includes in the SFP Charging Station Network and promises to indemnify and hold harmless the Provider against any costs incurred by the Provider in connection with any claims asserted against it arising out of a breach of this provision.
3. Warranty and use: The operator shall be liable for any damage arising in connection with the operation of a charging station included in the SFP charging station network; in this respect, it undertakes to ensure that the operation of the charging station is free from defects, that charging does not cause damage to the health and property of the persons (in particular to the connected E-mobility vehicles) who will use the charging station, and it undertakes to ensure regular maintenance and professional inspections of each and every charging station connected to the SFP charging station network, in accordance with the applicable regulations. In the event of any defects in the Service provided during the operation of the Charging Station, the Operator undertakes to remedy the said defects without undue delay and, at the same time, to settle any User's claim within the time limit pursuant to the GTC applicable to the operation of the relevant Charging Station by settling the User's rights to which the User is entitled (if the User is a consumer, by settling the User's rights as a consumer).

4. A defect in the Service provided shall be deemed to be any defect in the Charging Station which makes it impossible to use the Charging Service unless Users have been notified in advance of the unavailability of the relevant Charging Station via the System, as well as the fact that the Charging Station contains features or functions that may cause Users harm or unreasonably interfere with their rights; e.g. viruses, malware, software collecting information about E-mobility vehicles that is installed on the E-mobility vehicle, etc..
5. Notwithstanding any other obligations under the Contract, the Operator undertakes and promises to indemnify the Provider against all damages and reasonable costs incurred by the Provider as a result of, or in connection with, any of the Operator's representations in this Contract being breached or found to be untrue, inaccurate or misleading, and to ensure that the actual state of affairs is brought into conformity with the state of affairs declared under the representations made in this Contract or the GTCs, without undue delay and at the Operator's own expense. Such a fact shall be deemed a material breach of contract and the Provider shall also be entitled to withdraw from this contract and/or remove the charging station concerned from the SFP charging station network in such a case.

Art. V. Confidential information and protection of personal data

1. The Parties are aware that, in the performance of the subject matter of this Contract, they may provide each other with information that is not public and/or not intended for Users, where it is in the interest of one of the Parties that the other Party does not disclose it to a third party (hereinafter referred to as "Confidential Information"), which is in particular information that has certain values and is thus capable of bringing at least potentially some benefit to someone or of harming the Provider, or which is designated as confidential by the party providing it or whose confidential nature results from its nature or from circumstances known to the other party. The Party receiving such confidential information undertakes to ensure, at least to the standard of professional care, confidentiality in relation to such confidential information, not to disclose it to any third party or to misuse it for its own or any other party's benefit, failing which it shall be liable for any damage resulting therefrom to the other Party. Breach of confidentiality in relation to confidential information shall be considered a material breach of a contractual obligation giving rise to a right of withdrawal. The obligation of confidentiality with regard to confidential information shall continue to apply to the parties after the termination of this contract.
2. All rights to databases and information made available to the Operator within the System belong to the Provider unless otherwise agreed. Any information contained within the System (whether contained in databases or other components of the System) is at all times confidential information and the Provider undertakes to maintain confidentiality in relation to it and not to misuse it for its own purposes or for the benefit of another. The Operator shall not be entitled to disclose their contents or make them available in any way (neither for a fee nor free of charge) to third parties, to grant consent to the permanent or temporary reproduction by reproduction of the data and information made available, even in part. The Operator is not entitled to interfere with the information and data made available, to change the content of the information and data made available in qualitative or quantitative terms, except for specific parts of the System intended for this purpose (e.g., change of company data in the System), without the Provider's prior consent.
3. The Parties agree and declare that for the purpose of the implementation of this Contract, there may be mutual exchange and processing of personal data of natural persons or for the purpose of the performance of the Provider's obligations, it is necessary in justified cases that within the framework of the provided accesses (in particular, accesses to the System, to the account in the System and its individual databases) the Provider shall access individual personal data contained within the respective databases, for which the Provider grants its consent and secures such consent also from the respective natural persons; In such case, the Provider undertakes to minimize any processing of personal data except where necessary for the purposes of the performance of this Agreement, and in such case to comply at all times with the relevant data protection legislation, in particular Regulation 2016/679 of the European Parliament and of the Council EU from 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and Data Protection Act, as well as any other generally binding legislation. The same obligations in accordance with the aforementioned regulations also apply to the Operator, in the event that the Provider forwards to the Operator a complaint about a specific Service from a specific natural person – the Operator undertakes to process the personal data obtained in this way only for the purposes of processing the complaint, to the minimum extent.
4. In the event that the Provider or a third party suffers damage as a result of the breach of any obligation under this Article of the Contract, the Operator promises to indemnify the Provider for any damage suffered by the Provider causally related to the breach of the specific obligation or omission of the Operator to which the Provider was obliged to act, including any direct or indirect costs, expenses, penalties, fees or costs incurred in connection therewith.

Art. VI. Period of validity

1. The Contract is concluded for an indefinite period of time. The Contract shall enter into force and effect on the date of signature by the authorized representatives of both parties.
2. The validity of this Contract may be terminated by written agreement of both contracting parties or by notice of termination by either of the contracting parties, even without giving any reason, with a notice period of 3 months starting on the first day of the month following the month in which the notice was delivered to the other contracting party.
3. In the event of a material breach of contractual obligations, either party shall be entitled to withdraw from this contract, in which case the contract shall terminate on the date of delivery of the written withdrawal. In particular, a breach of

any of the contractual obligations set out in Articles IV, V, and VI of this Contract, GTC or delay in the performance of a contractual obligation for more than 30 days.

Art. VII. Common and final provisions

1. The rights and obligations not regulated by this Contract shall be governed by the relevant provisions of the Commercial Code, Copyright Act and other generally binding legal regulations in force of the respective state.
2. The rights and obligations of the Parties, including the definitions of individual terms not specified in this Contract, are regulated in the GTC, which generally regulate the legal relationship established by this Contract. The Parties declare that they have duly and thoroughly acquainted themselves with the contents of the GTC before signing this Contract, agree with their contents and confirm by their signature that they will duly and timely fulfil the individual rights and obligations set out in this contract and the GTC.
3. Any communication under this Contract shall be made either in writing or electronically, to the addresses/email addresses of the Parties set out in the header of this Agreement at the specification of the Parties, unless a change of address is duly notified to the other Party. All documents served under this Contract shall be deemed to have been served at the latest on the date of return of the item as undelivered, even if the addressee is not aware of it, if sent to the last known address of the other Party, or on the date of refusal by the addressee to accept registered mail. Any e-mail shall be deemed to have been received on the date of delivery of the acknowledgement of receipt of the e-mail to the sender or, at the latest, 3 days after its sending if it is evident (from the output of the relevant e-mail server) that the other party has received the relevant e-mail message.
4. In the event that any piece of work is created when using or interfacing the System with the Charging Station, the Provider shall become the sole owner of the work created and the sole entity entitled to exercise all proprietary rights in such work.
5. If any provision of this Contract is or becomes invalid or ineffective, the remaining provisions of this Contract, which shall remain valid and effective, shall not be affected. In such event, the parties undertake by agreement to replace the invalid or ineffective provision with a new valid and effective provision which best fulfils the originally intended purpose of the invalid or ineffective provision.
6. This Contract is drawn up in two copies, one for each of the parties.
7. The following appendices form part of this contract:

Appendix No. 1 - EV-Charging Service Price List for Charging Station Operators

https://fs.smartfuelpass.com/TermsDoc/SMFP_UNI_2023.12.15_MerchantPriceList_EN.pdf

The Parties declare that they have received the aforementioned annexes upon signing and are duly acquainted with the contents of each annex.

8. The Parties declare that they have carefully read the Contract, understand its contents and agree with all its provisions, that they have concluded it on the basis of their free will, certainly and seriously, not under duress or under conspicuously unfavourable conditions, and sign it as a token of their agreement.