

General Terms and Conditions for SMATRICS-Partner tariffs (Austria) as of 1 September 2022

1. Components of the contract and changes to the GTC

1.1 The provisions of the offer or contract form and the annexes shall apply, as well as any written agreements in individual cases and the current General Terms and for SMATRICS-Partner tariffs (Austria) (GTC) of SMATRICS. These regulations shall also be collectively referred to as the "Contract".

Any general terms and conditions of business and/or contract of the customer (entrepreneur) are not valid. With the conclusion and execution of a contract concluded on the basis of these contract, the application of the general terms and conditions of business and/or contract of the customer is excluded.

1.2 SMATRICS shall be entitled to change the contract in relation to **customers who are consumers in terms of the Consumer Protection Act (KSchG)**. Changes to points 2. (subject of the contract), 9. (Fees (tariffs, processing fees), changes to fees), 10. (billing, payment, default of payment, contractual penalty, blocking of online access) and 15. (contract term, termination) are only permissible, if they exclusively benefit the customer or are made with the express consent of the customer or on the basis of corresponding legal authority or official requirements.

Changes will be notified to the customer in writing. Should the customer give notice to SMATRICS that the change is not accepted within two weeks after being notified, the contract shall end at the end of the month following a period of two weeks following the submission of the objection. If the customer does not object within this period, the new contract shall become effective on the date specified in the notice, which must not precede the date on which the notice was sent. The customer shall be informed of the significance of their conduct and the legal consequences in the written notice. However, in case of an objection, the customer shall still be obliged to fulfil all obligations until the end of the contract period.

1.3 SMATRICS shall be entitled to change the contract for **customers who are not consumers (entrepreneurs) in terms of the Consumer Protection Act (KSchG)**. Changes to the prices are permissible within the scope of point 9 of the GTC and are regulated there.

Changes to the contract shall be notified to the customer in writing with a simultaneous notice of change by SMATRICS. Should the customer give notice to SMATRICS that the change is not accepted within two weeks after being notified, the contract shall end at the end of the month following a period of two weeks following the submission of the objection. If the customer does not object within this period, the new contract shall become effective on the date specified in the notice, which must not precede the date on which the notice was sent. The customer shall be informed of the significance of their conduct and the legal consequences in the written notice. However, in case of an objection, the customer shall still be obliged to fulfil all obligations until the end of the contract period.

1.4 Changes to contact information (such as, in particular, 24 hr customer hotline, addresses, contact partners, bank details) and other information specified in the contract for contract processing are not changes to the GTC and/or the contract. Such changes can be disclosed to the contract partners in writing. Any changes in roaming partners or in their tariffs shall not constitute changes to the contract either.

2. Subject of the contract and requirements for contractual fulfilment

2.1 The subject of the Contract is the "SMATRICS NET – charging" and "Partner NET charging", in accordance with the service specifications in Point 5. In addition, the "24h customer hotline" is made available free of charge.

2.2 The provision of network services and / or power supply activities and / or telecommunications services are not the subject of the contract. The customer is responsible for complying with the network conditions and other relevant contracts and applicable technical standards relating to the provision of services by SMATRICS. The services of SMATRICS require valid network access, a valid power supply, and – for the SMATRICS mobile app – a valid internet connection. SMATRICS shall not assume any liability (inadequate performance and/or non-performance, compensation, etc.) for lack of power supply, network service or telecommunications services (see also section 13.1 GTC).

3. Data Processing for Contract Fulfilment

3.1. By concluding this contract, the client acknowledges that SMATRICS, as the controller within the meaning of the General Data Protection Regulation (EU) 2016/679 ("GDPR"), is entitled to process the personal data collected within the context of the business relationship (including, in particular, data collected from public SMATRICS charging stations and/or wall boxes and/or charging stations owned by SMATRICS partners) for the purposes of fulfilling the contract, and is entitled to pass on said data, either in whole or in part, to suppliers, IT service providers, customer service, roaming partners, partner station operators, banks, accounting, tax consultants and, if necessary, insurance companies, collection agencies and legal representatives in connection with the performance of this contract. This includes first and last name, academic title, postal address, email contact, telephone number, date of birth, billing data, account data, customer ID number, number of charge card code, charging location, charging start time, charging end time, charging point used, charged energy quantity, roaming partner, end-device identification when using the SMATRICS mobile app, consumption data, brand and model of the specified vehicle (contract vehicle).

In the payment is made by credit card the client has to announce the credit card number, the date of expiry and the cvc code of the credit card. The client acknowledges that SMATRICS is entitled to forward this data without saving to their contractual partner (currently card complete Service Bank AG). This partner checks the validity of the credit card and the accuracy of the data disclosed and processes the payment.

To bill any charging transactions carried out at the charging stations of SMATRICS roaming partners and partner station operators, SMATRICS will only send to them the number of the charge card code. In this way, roaming partners do not gain access to further personal data stored by SMATRICS.

Failure to provide the data outlined in this clause will result in the non-performance of the contract.

3.2 Duration of Data Processing and Rights of Data Subject

All data is stored for the duration of the contract, and thereafter for as long as is necessary for the performance of the contract, for any disputes which arise, or to fulfil reporting and burden of proof obligations.

Pursuant to the GDPR, data subjects have a right to obtain information from the controller about the processed personal data, as well as a right to rectify, delete or restrict data processing, to object to data processing and a right to data portability (Art. 15 to 21 GDPR). Data subjects also have a right to lodge a complaint with a supervisory authority (Art. 77 GDPR). To safeguard their rights under the data protection law, any data subject may use the SMATRICS contact details (e-mail to contact

@smatrics.com, mail to SMATRICS GmbH & Co KG, Europaplatz 2 / stairway 4, 1150 Vienna.

SMATRICS provides all further information regarding data protection rights on its homepage at <https://smatrics.com/datenschutz>.

4. Consumer revocation and withdrawal rights

4.1 Only customers who are consumers in terms of the Consumer Protection Act (KSchG) are entitled to the contract revocation and withdrawal rights governed in Annex IV.

5. Service description

5.1 "SMATRICS NET - Charging" enables the customer to charge the vehicle at all available and free public SMATRICS charging stations (applies to all public charging stations of SMATRICS EnBW GmbH and the public SMATRICS partner stations; the SMATRICS charging stations can be found at <https://smatrics.com/en/charging-network>). "Partner NET - Charging" enables the customer to charge the vehicle at all available and free charging stations of the SMATRICS partner. Energy consumption from charging stations for other purposes than the charging of the vehicle is not permitted.

5.2 The customer shall be entitled to identify himself at these charging station (via the SMATRICS mobile app or the respective website of SMATRICS or the SMATRICS partner) and charge the vehicle. In the case of tariffs that include the issuance of a SMATRICS charging card, this can also be used for identification at the charging stations.

5.3 SMATRICS shall be entitled to terminate the charging process remotely and unlock plugs as well as SMATRICS charging station sockets remotely if the vehicle is no longer being charged. In any event this will be assumed if the maximum charging period for the contract vehicle as specified by the manufacturer has been exceeded. SMATRICS shall be furthermore entitled terminate the charging process and unlock remotely if the charging rules are not being adhered to. The customer shall be obliged to observe the following charging rules:

- The park and /street) traffic rules must be observed.
- The stand must be vacated within no more than 15 minutes once the contract vehicle is fully charged, and not otherwise used inappropriately.
- The charging guide must be adhered to.
- The charging stations and charging cables may not be damaged; the customer must inform SMATRICS without delay of any damage to SMATRICS or partner charging stations or charging cables.
- Charging cables at charging stations must be handled so that there is no risk to other persons or objects; in particular, a fixed charging station cable must be properly replaced in the designated place after charging.
- SMATRICS shall not be liable for any cables, connectors or adapters, etc. owned by the customer; furthermore, SMATRICS shall not be liable for the proper functioning of the charging process if non-standard cables, connectors and adapters are used;
- The customer password for the websites must be kept safely. The customer must ensure that the customer password are only used by the customer for the vehicle. Theft or loss of the SMATRICS charging card and the customer password must be reported to SMATRICS immediately for deactivation.

- The SMATRICS charging stations may only be used by the customer during the designated opening hours. Use outside opening hours is not permitted and is at the customer's own risk.

6. "24 hr customer hotline"

6.1 A 24 hour customer hotline is available for customers (+49 89 262 010010). The support staff provide assistance in the case of technical issues and information such as:

- Use or misuse of SMATRICS charging stations or wallboxes;
- notification of the address of the nearest public SMATRICS charging station;
- information on contracts and invoices
- products and offers
- remote activation

Written enquiries may also be sent at any time to contact@smatrics.com and will be processed during normal working hours.

7. "SMATRICS mobile app"

7.1 Customers can find the following services on their smartphones using the SMATRICS app for Android and iOS, which is available in the App Store and on Google Play:

- display the SMATRICS charging stations in the surrounding area;
- detailed information on the SMATRICS charging stations, such as precise location, opening times, charging speed etc.;
- product information and news about SMATRICS;
- charging guide for charging at the SMATRICS charging stations.

7.2 SMATRICS is also working on improving the SMATRICS app for customers, and offers voluntary extra services, such as:

- route planning and navigation for the selected SMATRICS charging station
- information about availability and status of SMATRICS charging stations (free/occupied)
- activation of SMATRICS charging station by customer from personal customer zone

8. Public SMATRICS charging stations

8.1 SMATRICS reserves the right to change the number and local positioning of the public SMATRICS charging stations for compelling economic/technical reasons.

Information about the current locations of the SMATRICS charging stations is available online (www.smatrics.com), on the SMATRICS Mobile App for Android and iOS and via the 24 hr customer hotline number +43 (0) 5 03 13 51 855.

8.2 The customer shall only be entitled to use a free SMATRICS stand to charge the vehicle. The blocking of SMATRICS charging stations and/or SMATRICS stands is not permitted. Reservations shall only be permitted through SMATRICS.

9. Fees (tariffs, processing fees), changes to fees

9.1 All stated fees are gross prices (inclusive of 20 % VAT) and the fees for the services pursuant to the service description.

9.2 The specified fees do not include other taxes, duties, surcharges, fees, contributions and other costs, which are unavoidable in connection with the fulfilment of the contract, and which SMATRICS is and/or will be obliged to pay and/or bear due to statutory or regulatory provisions (such as costs from the Federal Energy Efficiency Act). SMATRICS shall be entitled to charge the customer for these costs – regardless of the existence / amount upon conclusion of the contract.

9.3 The fees are based on the tariff selected by the customer in each case.

9.4 Tariff

- The respective tariff consists of a possible start and blocking fee, the charging fee to be billed for the charging time and a possible network fee. A starting fee is charged per charging process (regardless of the charging time and regardless of the maximum available charging capacity of the charging point in use). A blocking fee is charged per time unit and starts after a certain duration of the charging process has been exceeded. The charging fee is charged according to charging time consumed and/or per amount of energy purchased and depends on the maximum available charging capacity of the charging point in use.
- SMATRICS charging stations may have different technical options (plugs, sockets, etc.) with different maximum electrical capacities available. Each of these technical charging options is referred to as a charging point. The maximum charging capacity available at each charging point can be found on the website www.smatrics.com, or can be requested from the 24h customer hotline.
- Starting fees, blocking fees and charging fees for each individual charging process are billed on a monthly basis. SMATRICS shall be entitled to charge a charging fee for each minute of charging and/or kilowatt hour commenced; a more favourable settlement for the customer is permitted. The charging process begins when the customer starts charging. The charging process ends when charging is terminated by the customer (pressing the stop button on the SMATRICS charging station, removing the charging plug, termination by an action on the vehicle), automatically by the vehicle, or remotely by SMATRICS.
- The customer shall bear the costs charged by their telecommunications provider (mobile phone rates, data rates).

9.5 Administration fees

- For each remote activation by SMATRICS: €15.00.
- For every replacement of a lost SMATRICS charging card and for every unblocking a blocked SMATRICS charging card if the customer is responsible for the blocking due to violations of this agreement and/ or the applicable GTC: €30.00
- Refund charges caused by customer: SMATRICS shall pass the refund charges actually charged by the bank on to the customer (without applying a surcharge).
- Costs for debt collection: If the customer is in default with the payment of a due claim of SMATRICS, SMATRICS shall be entitled to demand from the customer the costs for the commissioning of a lawyer for debt collection in accordance with the Lawyers' Fees Act (RVG) as damages for default. The same shall apply in the event of the involvement of a collection agency licensed to provide legal services, whereby the costs may not exceed the fees according to the RVG.

9.6 Fee changes shall be disclosed to customers who are **not consumers** (entrepreneurs) in terms of the Consumer Protection Act (KSChG) in writing with a simultaneous notice of change by SMATRICS. Fee changes shall only be permissible for a period after the expiry of the waiver of termination rights (expiry of the minimum term). Should the customer give notice to SMATRICS that the new prices are not accepted within two weeks after being notified, the contract shall end at the end of the month following a period of two weeks following the submission of the objection. If the customer does not object within a period of two weeks, the price changes shall become effective on the date specified in the notice, which must not precede the date on which the notice was sent, and the contract shall continue at the changed prices. The customer shall be informed of the significance of their conduct and the legal consequences in the written notice.

10. Billing, payment, offsetting, default in payment, contractual penalty, blocking of online access

10.1 SMATRICS shall send a monthly invoice to the customer in arrears for the tariff(s). The calculation of tariffs begins on the date on which SMATRICS informs the customer of the activation. The monthly tariff payments shall be due for payment by the deadline specified in

the invoice, which must not be less than 14 days from receipt of the invoice. If payment by credit card is chosen, the monthly amounts to be paid will be debited from the credit card.

10.2 A possible monthly network fee is billed pro rata per day for the period between delivery and the first day of the following month, provided the contract does not start on the first day of a month.

10.3 Upon termination of the contract, any balances or deficits shall be refunded or become due for payment. SMATRICS shall be entitled to charge the customer for the services that they, or a person attributable to them (such as the user of a SMATRICS charging card transferred by the customer or the user of the SMATRICS Wallbox), use after the end of the contract (such as charging at public SMATRICS charging stations and / or SMATRICS Wallboxes). The customer must at least pay the amount that corresponds to the public prices / costs specified by SMATRICS at the time of the use of services. If the utilised service is not or no longer offered, the public prices / costs of the services that come as close as possible to the utilised services shall apply. SMATRICS shall be entitled to charge the customer for damages beyond these prices / costs without regard to a contractual penalty in accordance with point 10.8 GTC if these are the fault of the customer.

10.4 Objections relating to the accuracy of invoices must be submitted in writing to SMATRICS within a month from receipt of the invoice, otherwise the invoice amount shall be considered to be accepted. Objections must be made in writing, and, in respect of the individual charges listed in the invoice, must designate the specific charge that is contested by the customer. The customer undertakes to help in clarifying any objections. Objections shall not affect the due date of the total invoice amount, and the omission of timely objections shall not affect the enforcement of claims by the customers.

10.5 The offsetting of SMATRICS claims with counterclaims of the customer shall be excluded. The consumer right to offset their liabilities in terms of the Consumer Protection Act (KSChG) shall remain unaffected in the event of the insolvency of SMATRICS or for counterclaims which are legally connected to the liability of the consumer, which have been established by court or recognised by SMATRICS.

10.6 Depending on the tariff, the customer can pay by SEPA Direct Debit Mandate to a payment or credit institution with their registered office in Austria, payment by bank transfer to the bank account specified in the invoice or by credit card (MasterCard or VISA). The costs for the bank transfer shall be borne by the customer. Customer payments received without any indication of their purpose are allocated to the liabilities due first. To check the validity of the credit card, an amount of 10 cent will be requested from the credit card company during the registration process of the customer. However, the credit card is not actually charged with this amount.

10.7 In case of a culpable default in payment by the customer, who is a consumer in terms of the Consumer Protection Act (KSChG), SMATRICS shall be entitled to charge default interest amounting to 5 percentage points per year. In case of a default in payment by contractors, 9.2 percentage points above the respective base rate shall be charged. SMATRICS shall be entitled to charge the customer for culpable damage caused by default beyond this default interest.

10.8 If, in the case of tariffs with a vehicle binding (contract vehicle), a vehicle other than the vehicle specified in the contract is using the online access provided for this contract (via SMATRICS mobile-app or the SMATRICS website) and/or charging card (e.g. because the customer passes on his charge card without authorisation or does not report a loss immediately), SMATRICS is entitled to charge a contractual penalty amounting to three times the network charge in the amount applicable to the selected tariff. In the event that the selected tariff does not include a network charge, the contractual penalty under this point shall be EUR 10.00. The contractual penalty shall be set off against any claim for damages by SMATRICS.

10.9 If, in the case of tariffs with a vehicle binding (contract vehicle), a vehicle other than the specified vehicle in the contract is loaded with the online access provided for this contract (via SMATRICS Mobile-App or the SMATRICS website) and/or charging card (e.g. because the customer passes on his loading card without authorisation or does not report a loss immediately), SMATRICS is entitled to block the online access via the SMATRICS mobile app and the SMATRICS website for the duration until payment of a further network fee in the amount applicable to the selected tariff (point 10.8 GTC). SMATRICS shall inform the Customer immediately before blocking the online access and shall notify the Customer under which conditions, the online access via the SMATRICS mobile app and the SMATRICS website will be reactivated.

11. Customer data, consent to email communication

11.1 The customer shall undertake to immediately inform SMATRICS in writing of changes to his company name, name, address, invoice address, bank details, telephone number, email address and, in the case of contracts with a vehicle binding, about changes in the brand and model of the specified vehicle (contract vehicle), as well as all other data required for contract processing. The delivery of notices and statements from SMATRICS to the customer can be legally effective if it corresponds to SMATRICS' latest available customer data from the customer (address and / or email address and / or fax number).

11.2 The customer agrees to the transmission of notices / statements / and invoices from SMATRICS in electronic form to their specified email address. The customer waives the right to delivery in paper form by post or fax.

12. Consideration as energy efficiency improvement measure

12.1 The customer hereby transfers to SMATRICS, free of charge, the energy efficiency improvement measure and proof thereof for consideration under the Federal Energy Efficiency Act ("EEffG"), as derived from the purchase and use of the SMATRICS products and services. The customer hereby agrees that the energy efficiency improvement measure and its proof for consideration as an end-use energy efficiency measure will be used and transferred. The customer agrees to provide any necessary declarations of consent for the transfer and/or the consideration. The customer agrees not to transfer the energy efficiency measure and proof thereof to anyone but SMATRICS.

13. Liability and compensation

13.1 Liability shall only exist – with the exception of personal injury – in the case of gross negligence or intent. The liability of SMATRICS for slight negligence – with the exception of personal injury – is limited to EUR 1.500,- per claim. Liability for consequential damage, loss of profits, foregone interest income, production losses, operational standstill and all indirect damage shall be excluded – except for customers who are consumers in terms of the Consumer Protection Act (KSchG). These regulations shall also apply for the conduct of vicarious agents. Network operators, telecom service providers and electricity suppliers are not vicarious agents of SMATRICS. Thus, SMATRICS shall not be liable for overvoltages from the power supply (transmitted).

13.2 Claims for compensation shall expire – with the exception of claims of customers who are consumers in terms of the Consumer Protection Act (KSchG) – after the expiry of one year from the date on which the damaged party became aware of the damage.

13.3 Any interference with the electrical equipment provided by SMATRICS is prohibited. SMATRICS shall not be liable for damages which are caused by the customer or third parties through the improper or incorrect use of the installations and devices and/or through the manipulation of the equipment provided by SMATRICS.

Damages caused by wallboxes, installations and devices shall be excluded for the period after the termination of the contract.

13.4 The customer is responsible for the technical safety of the cables, sockets, adapters and spacers used. Only parts that meet technical safety standards may be connected to charging stations.

14. Force majeure

14.1 If the contracting party(ies) is/are fully or partially prevented from fulfilling the contract as a result of force majeure, the obligations which are (partially) unfulfillable as a result of force majeure shall be suspended until the hindrances, errors or faults and their consequences are corrected. The contracting parties shall undertake to inform each other of known cases of force majeure and the expected duration and extent of the hindrance to performance in a suitable form. Force majeure particularly includes faults or maintenance of the power supply, official orders and other circumstances which are not attributable to the fulfilling contracting party.

15. Contract term, termination

15.1 Fixed-term contracts shall end at the end of the agreed term. Indefinite contracts may be terminated by either contracting party in observance of a two-weeks period of notice at the end of the respective month.

15.2 Each contracting party shall be entitled to immediately prematurely terminate the contract in writing for good cause without observing a period of notice. Good cause exists if, in particular:

- the customer fails to meet their payment obligations in spite of a written warning and the expiry of a grace period;
- the initiation of insolvency proceedings over the assets of the customer is rejected for insufficiency of assets and/or initiated proceedings are terminated;
- the authorisations / approvals required for the fulfilment of the contract expire through no fault of the affected contracting party;
- the customer flouts the charging rules, especially by not vacating the SMATRICS stand 15 minutes after the end of the charging process or if a vehicle other than the specified vehicle (contract vehicle) is loaded;
- the customer uses the installations or equipment improperly or incorrectly.

16. Final provisions

16.1 SMATRICS may use authorised professionals and representatives to fulfil this contract.

16.2 Amendments or supplements to this contract must be made in writing to be legally effective. This shall also apply to the waiver or changes to the written form requirement. Declarations via email to the email address contact@smatrics.com shall fulfil this written form requirement. The written form requirement shall also be considered met if the customer sends data to SMATRICS using the SMATRICS mobile app, the website of the SMATRICS-partner (in particular by pressing buttons and/or adding a confirmation mark such as a tick or cross) or other software provided by SMATRICS and/or signs such on a touchscreen of a terminal (smartphone, laptop, etc.). The digital form of the customer's signature and the reproduction of such a signature shall be acknowledged by the customer as proof of his/her signature. Non-written declarations from SMATRICS or their representatives to customers who are consumers in terms of the Consumer Protection Act (KSchG), shall only apply if these declarations are beneficial to the consumers (§ 10 (3) of the Consumer Protection Act (KSchG)).

16.3 Should a provision in this contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions in this contract. In fact, the contracting parties shall undertake to replace the invalid or unenforceable provision with a valid and enforceable provision which is as close as possible in effect

for the contracting parties. This shall also apply for any loopholes in this contract.

16.4 SMATRICS shall be entitled – except for customers who are consumers in terms of the Consumer Protection Act (KSchG) – to impose their rights and obligations from this contract or the contract itself upon third parties effectively and with discharging effect. Both contracting parties are – except for customers who are consumers in terms of the Consumer Protection Act (KSchG) – entitled and obliged to impose all rights and obligations arising from this contract on their respective successors.

16.5 The place of jurisdiction for all disputes arising from this contract shall be the competent court for Vienna, Innere Stadt. The place of residence, habitual residence or the place of employment pursuant to § 14 of the Consumer Protection Act (KSchG) shall apply as place of jurisdiction for claims against customers who are consumers in terms of the Consumer Protection Act (KSchG).

16.6 Austrian substantive law shall apply exclusively, but not the provisions of the UN Sales Convention and the non-mandatory reference norms of private international law; further references or cross-references shall be excluded.