

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

1. Components of contract and changes to the GTC

1.1 The contractual provisions of the contract form and the General Terms and Conditions for SMATRICS-Partner tariffs (Germany) (hereinafter: "GTC") shall apply. The GTC are agreed between

SMATRICS GmbH & Co KG
Europaplatz 2 / Stairway 4,
1150 Vienna,
Austria

E-mail: contact@smatrics.com

Phone: +43 (0) 1 5322 400

Fax: +43 (0) 1 5322 400 55609

(hereinafter "SMATRICS"),

registered in the Commercial Register of the Commercial Court of Vienna under FN 386728 v,

VAT identification number: ATU67499209,

and the customer shall apply.

1.2 The GTC are addressed to both consumers and entrepreneurs. Insofar as the customer concludes the contract as an entrepreneur, the GTC shall also apply to all subsequent contracts, even if the GTC

1.3 Pursuant to § 13 of the German Civil Code (Bürgerliches Gesetzbuch, BGB), a consumer is any natural person who concludes a legal transaction for a purpose that cannot be attributed to either his/her commercial or independent professional activity. Pursuant to § 14 BGB, an entrepreneur is a natural person or legal entity or a legal partnership which, when concluding a legal transaction, acts in the exercise of his/her/its commercial or independent professional activity.

1.4 Any conflicting, additional or deviating terms and conditions of the customer shall not become part of the contract unless SMATRICS has expressly agreed to their validity in writing. These GTC shall also apply if SMATRICS performs a service to the customer unconditionally in the knowledge of conflicting or deviating terms and conditions of the customer.

1.5 SMATRICS shall notify the customer in writing of changes to the contract, in particular also changes to fees or changes to these GTC, at least three months in advance. If the customer should not agree to the amendment of the contract within four weeks after receipt of a corresponding notification from SMATRICS, SMATRICS shall have the right to terminate the contractual relationship with two weeks' notice to the end of the month.

1.6 Changes to contact information (such as, in particular, 24h customer hotline, addresses, contact partners, bank details) and other information required for contract execution or specified in the contract should be communicated to the respective other contractual party in writing. Any changes in roaming partners or in their tariffs shall not constitute changes to the contract either.

2. Cancellation and withdrawal rights

2.1 The rights to revoke the contract or to withdraw from the contractual offer and contract regulated in Annex IV are only

available to customers who are consumers within the meaning of § 13 BGB.

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).

If 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 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. Service description

4.1 "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.

4.2 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.

4.3 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.

5. "24 hr customer hotline"

5.1 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.

6. "SMATRICS mobile app"

6.1 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.

6.2 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

7. Public SMATRICS charging stations

7.1 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 (smatrics.com/en/charging-network), via the SMATRICS mobile app for Android and iOS and via the 24 hr customer hotline number +49 89 262 010010.

7.2 The customer shall only be entitled to use a free 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.

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

8.1 All prices quoted by SMATRICS are in EURO and include the applicable statutory value added tax.

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

8.3 Tariff

- The respective tariff consists of any 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).

8.4 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. Billing, payment, offsetting, payment default

9.1 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).

9.2 Unless otherwise agreed, invoices from SMATRICS are due for payment within 14 days of the invoice date.

9.3 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.

9.4 If payment by credit card is chosen, the monthly amounts to be paid will be debited from the credit card. 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.

9.5 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.

9.6 Upon termination of the contract, any credits / debts will be refunded / become due for payment. SMATRICS is entitled to charge the customer for services used by the customer or a person assigned to it (such as the user of a customer password or end device provided by the customer) following the expiry of the contract (such as charging from public SMATRICS charging stations). The customer must pay at least an amount which corresponds to the fees (prices) / administration fees for these services as publicly offered by SMATRICS at the time the services were used. If the service used is not or no longer available, the publicly offered fees (prices) / administration fees for services which come as close as possible to the services used shall apply. SMATRICS is entitled to charge the customer for damages over and above these fees (prices) / administration fees if these are the fault of the customer.

9.7 The customer is only entitled to exercise a right of retention if his counterclaim has been legally established or is undisputed and is based on the same contractual relationship.

9.8 If a direct debit cannot be collected (in full) for any reason or if payment by the customer is not made within the payment period set by SMATRICS for this purpose, the customer shall be in default without further reminder and shall pay SMATRICS interest at the statutory rate pursuant to Section 288 BGB.[^]

9.9 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.

9.10 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.

10. Customer data, consent to email communication

10.1 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).

10.2 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. The customer may revoke the consent to the sending of invoices by e-mail at any time to SMATRICS.

11. Liability

11.1 SMATRICS shall be liable without limitation for damages arising from injury to life, body or health.

11.2 The same shall apply to intent and gross negligence, to mandatory statutory liability for product defects (in particular under the Product Liability Act) and to liability for fraudulent concealment of defects.

11.3 SMATRICS shall only be liable for slight negligence if material obligations are breached which arise from the nature of the contract and which are of particular importance for achieving the purpose of the contract. In the event of a breach of such obligations and impossibility, the liability of SMATRICS shall be limited to such damages as may typically be expected to arise under the contract. In all other respects, liability is excluded.

12. Force majeure

12.1 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, in particular quarantine orders, epidemics and pandemics and other circumstances which are not attributable to the fulfilling contracting party.

13. Contract term, termination

13.1 The contract is concluded for an indefinite period and may be terminated by either party in observance of a two-weeks period of notice at the end of the respective month.

13.2 The respective 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 bank details provided by the customer are invalid, the customer is not the account holder or at least an authorised signatory, or the account holds insufficient funds;
- the permissions / authorisations necessary for fulfilment of the contract expire through no fault of the terminating party;
- the customer ignores the charging rules, particularly if the customer does not leave the 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 installations or equipment in an improper or irregular way.

14. Final provisions

14.1 SMATRICS shall be entitled to commission third parties with the performance of the contract.

14.2 Modifications and/or amendments to the contract concluded between SMATRICS and the customer must be made in text form (§ 126b BGB) to be legally valid, i.e. the declaration must be made on a durable data medium (e.g. e-mail, (computer) fax). Thus, declarations by the customer by e-mail to the address contact@smatrics.com as well as by SMATRICS to an e-mail address of the customer last notified by the customer fulfil the text form requirement.

14.3 Should any provision of the contract concluded between SMATRICS and the customer be or become legally invalid or unenforceable, this shall not affect the validity of the remaining provisions of 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.

14.4 If the customer has concluded the contract as an entrepreneur, SMATRICS shall be entitled to transfer its rights and obligations under this contract or the contract itself to third parties with legal effect and with discharge of debt. Provided that the customer has concluded the contract as an entrepreneur, both contracting parties shall be entitled and obliged to transfer all rights and obligations arising from this contract to their respective legal successors

14.5 If the customer orders as an entrepreneur, the exclusive place of jurisdiction for all claims arising from the business relationship shall be Munich (Germany). SMATRICS shall also be entitled to bring an action at the registered office of the customer as well as at any other admissible place of jurisdiction.

14.6 All legal relationships between SMATRICS and the customer shall be governed by the laws of the Federal Republic

of Germany, and exclude the United Nations Conventions on Contracts for the International Sale of Goods (CISG). In the case of consumers, the choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.

15. Alternative Dispute Resolution

15.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr>. This platform serves as a

contact point for the out-of-court settlement of disputes arising from online purchase contracts or service contracts involving a consumer.

15.2 SMATRICS is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.