

GENERAL TERMS AND CONDITIONS FOR USING CHARGING POINTS FOR ELECTRIC VEHICLES

1.1. General Terms and Conditions for the vehicle charging service are an integral part of the Agreement which stipulates the User's right to use the charging point for a certain period for charging the battery of an electric vehicle at certain public or other stations and/or charging points, and the Provider will inform the User about their locations.

1.2. In the sense of these General Terms and Conditions, the terms used have the following meaning:

- **The Service Provider** indicates MT-KOMEX Ltd. which allows the use of the charging point for charging the electric vehicle and which independently and/or together with the owner of the charging station and/or charging point determines the prices of the charging service which are prominently displayed on the charging platform for electric vehicle charging;
- **The User** refers to a legal person, an entrepreneur, any business entity and/or a natural person who concludes a Charging Service Agreement with the Service Provider. In the event that a User is a natural person, the provisions of the Consumer Protection Act relating to the confirmation of information when selling at a distance;
- **Electric vehicle** refers to an electric vehicle defined in the proposal for a directive of the European Parliament and of the Council on the deployment of alternative fuels infrastructure (or later in the final directive);
- **Charging Station** refers to an entity of one or more Charging Points where an Electric Vehicle can be charged;
- **Charging Point** refers to the point that makes it possible to feed electricity directly to an electric vehicle. Charging Points can be fast with a power of more than 22 kW (a quick charging point) or with a maximum power of 22 kW (a slow charging point);
- **RFID Charge Card** refers to a card delivered to the User, enabling the identification of the User at a Charging Station and/or Point;
- **The Service** refers to User's right to use the place for charging the battery of an electric vehicle;
- **Agreement** refers to the Charging Service Agreement for charging electric vehicles and these Conditions are an integral part of the Agreement.

CONCLUDING THE CHARGING SERVICE AGREEMENT

2.1. The Charging Service Agreement is concluded in electronic format on the internet platform of the company MT-KOMEX which is at the page www.chargego.rs (www.registrovanje.chargego.rs) for a definite or indefinite duration. Upon the conclusion of the Charging Service Agreement, the User shall sign up as a user of the Charging Service and commit to adhering these General Terms and Conditions for the Charging Service.

2.2. The User shall have the right to cancel the Charging Service Agreement by informing the Service Provider of the cancellation within fourteen (14) days of the receipt of the confirmation notification and the welcome letter unless the service has been provided, ie. if the provision of the service has started before the expiration of the notice period.

RIGHTS AND OBLIGATIONS OF THE CONTRACTUAL PARTIES IN THE DELIVERY OF THE CHARGING SERVICE

3.1. In order to prevent damage or if the damage is threatened or has already occurred, the Contractual Parties shall take all damage prevention or limitation measures that can be reasonably demanded and required of a Contractual Party.

3.2. The User is obliged to maintain all equipment and installations of the electric vehicle in good condition so that at all times they meet the requirements set by the regulations, the Agreement and the manufacturer's instructions. Technical specifications for the use of charging points can be found on the internet platform www.chargego.rs, as well as at charging points and the User is obliged to respect them fully.

3.3. When using the charging point, the User is obliged to carefully follow the instructions for the use of the charging station and/or charging point. The instructions are prominently displayed at each individual charging point.

3.4. The User is fully responsible to the Service Provider and all third parties for any consequence or damage caused or arising from non-compliance with the agreed requirements of Article 3.1 and 3.2 and undertakes to reimburse in full together with all costs incurred.

3.5. The User is responsible for damage caused to the Service Provider any third party due to damage and/or failure of the charging point caused by non-compliance with the given instructions, negligence or negligence of the User.

3.6. The User undertakes that if he notices any malfunction or problem when using the charging point without delay, he shall act in accordance with the instructions visibly displayed at the charging station and/or the charging point and to notify the Service Provider immediately.

3.7. The User confirms that before concluding the Agreement, he was informed that PE "Electric Power Industry of Serbia" is the Operator of the distribution system "EPS Distribution" Ltd. Belgrade and AD Elektromreza Srbije, and responsible for the stability of the power system and that it is obliged to deliver a certain quality of electricity, as well as to balance the power system. In the event of a grid power failure, the company responsible for the electricity system (EPS) must without delay, either increase electricity production from other sources or reduce consumption. Charging points can be automatically commanded to reduce the charging power in the event of grid power failure. The interruption of charging is usually short-lived and can be manifested by changing speed or interrupting the charging of the electric vehicle, or by returning energy from the battery of the electric vehicle to the network in the case of V2G system.

3.8. The Service Provider shall not be responsible for any potential disruption, delays or errors, internet connection drop or errors in the electric vehicle charging service, the smoothness of use, the non/functionality of an RFID Charge Card or other technical means of identification or other damage caused by issues related to the use or functionality of the Charging Service.

USER IDENTIFICATION

4.1. Before using the service, the User identifies himself/herself with an RFID Charge Card or other technical devices or means (such as an Internet platform, mobile application or SMS) provided by the Service Provider. The User chooses the specific method of identification during the registration. The User is also enabled to subsequently order an RFID Charge Card and/or to register on the IOS or Android application.

4.2. If identification by card is chosen, the Service Provider shall deliver the RFID Charge Card by mail to the User to the address indicated in Charging Service Agreement.

4.2.1. The User shall be fully responsible for storing/using the RFID Charge Card, for all actions that have been executed with the RFID Charge Card within the limits of the access rights during the validity of the card, as well as for actions performed with other confidential data of the electric vehicle User required to use the charging service.

4.2.2. The User must immediately inform the Service Provider of the loss of the RFID Charge Card in which case the card is voided, and the User is notified without delay. In case the RFID Charge Card is lost, the User receives a new RFID Charge Card at a price stated in the price list of the Provider.

SERVICE PRICE LIST, INVOICING, INTEREST FOR LATE PAYMENT AND CHARGING SERVICE INTERRUPTION

5.1. For the use of the Charging Service, the User shall be charged fee according to the service price list valid at that particular moment or fees that have been otherwise communicated to the electric vehicle User. The service fees valid at each particular moment have been defined in more detail at the website of the Service Provider at www.chargego.rs, as well as on the platform for each selected charging point individually, as well as on the mobile IOS and Android application. The User can find the desired place for charging at www.map.chargego.rs

5.2. If so defined by the Agreement, the use of the Charging Service shall be paid for on a prepaid basis so that the User transfers the desired amount of money to his/her customer account to be used for the Charging Service. After each charging transaction, the amount corresponding to the transaction is charged from the customer account. The Service Provider shall deliver a monthly receipt of the use of the Charging Service, including each charging transaction executed during the month in question. The User must see to it that his/her user account has sufficient balance for the charging transaction. The User may transfer money to his/her user account at any time.

5.3. If so defined by the Agreement, the User may enable payment for services through automatic debiting, in which case the User's payment card will be automatically debited for a certain amount when the balance of the User's account falls below a certain limit defined by the Agreement. The payment service is provided by the partner of the Service Provider.

5.1.3. If the customer account of the User is overdrawn, the Service Provider shall be entitled to charge reasonable expenses and costs incurred to it by the overdraft as well as interest for late payment for the overdraft amount pursuant to the Law on Default Interest Rate "Official Gazette RS" No. 119/2012. Default interest rate is charged from the date of overdraft.

5.1.4. The Service Provider shall be entitled to collect a minimum charge of 120 RSD with VAT per month to cover costs related to the customer relationship maintenance. If the value of the charging transactions of the month in question exceeds the amount of 120 RSD with VAT, the minimum charge will not be collected.

CHARGING SERVICE INTERRUPTION

6.1. The Service Provider shall be entitled to interrupt the provision of the Charging Service temporarily for the duration of necessary maintenance and update actions. Furthermore, the Charging Service may be interrupted in order to ensure power system and electricity balance management, quality of electricity supply or other similar aspects.

6.2. The Service Provider shall be entitled to refuse to provide the service and to immediately interrupt the service delivered to the User if official regulations or court orders so require or if it is suspected that the Charging Service is used without permission, against the Terms and Conditions of the Charging Service Agreement or otherwise unlawfully or inappropriately considering the purpose of the Charging Service.

6.3. The Service Provider shall inform, in advance if possible, the electric vehicle User electronically or in another manner considered suitable by the Provider of the reason for the Charging Service interruption and the time of the service delivery interruption.

6.4. If the delivery of the Charging Service is interrupted due to a reason caused by the User, the User shall not be released from payment or other obligations to the Service Provider. In addition, the Service Provider shall be entitled to charge a reasonable fee for sending a written or electronic interruption notification, plus potential handling charges, from the User.

CHANGING TERMS AND CONDITIONS OR PRICES, TRANSFER AND TERMINATION OF THE AGREEMENT

5.1. The Service Provider reserves the right to change the Terms and Conditions of the Charging Service Agreement by notifying the electric vehicle User of this electronically or in another written manner considered suitable by the Provider, provided that the notification is made at least two (2) weeks in advance and the change to the Agreement is reasonable considering the price and other influencing factors. In the event that the User does not agree with the amended conditions, the Agreement will be considered terminated upon the expiration of a period of two weeks after the notification.

5.2. The User may not transfer the Charging Service Agreement to a third party. The Service Provider shall be entitled to transfer the Charging Service Agreement to another service provider. The Terms and Conditions of the Charging Service Agreement may not be changed in connection with the transfer. The electric vehicle User shall be informed of the transfer at the latest in connection with the first invoice from the new service provider.

5.3. A fixed-term Charging Service Agreement terminates at the end of the term or due to being dissolved.

5.4. The Charging Service Agreement that is valid until further notice terminates due to being terminated or dissolved. Each Contractual Party may terminate the Charging Service Agreement with a termination period of two (2) weeks unless agreed otherwise.

5.5. The Service Provider shall be entitled to dissolve the Charging Service Agreement if the User has materially violated his/her obligations that are based on the Charging Service Agreement and these Terms or if the Charging Service has been interrupted due to the User's actions contrary to Article 3 of these Terms, if it is suspected that the Charging Service is used without permission, against the Terms and Conditions of the Charging Service Agreement or inappropriately considering the purpose of the Charging Service. The User shall be entitled to dissolve the Charging Service Agreement if the Charging Service has remained interrupted for more than one (1) day (24 hours) unless the delay is due to force majeure or arises from a reason beyond the control of the Provider.

TRANSITIONAL AND FINAL PROVISIONS

6.1. The Contractual Parties undertake to resolve any disputes under this Agreement by mutual agreement, while in the event of a dispute they agree on the jurisdiction of the Court in Belgrade (according to the Service Provider's residence) except in cases where local jurisdiction is prescribed by law.

6.2. These terms are an integral part of the Charging Service Agreement, while the User confirms by his acceptance that he has read and fully understood them and that he accepts them as such in full.