

GENERAL CONDITIONS

1. OBJECT

EVPOWER CARD is a card issued by EVpower, Charging Solutions, Ltd. (hereinafter EVPOWER) which allows its user, hereinafter referred to as CLIENT, to charge electric vehicles at charging stations connected to the MOBI.E network, in Portugal mainland and islands, as well as purchase other goods and services, if agreed by the PARTIES.

2. OBLIGATIONS OF THE CUSTOMER

2.1 The CLIENT accepts and undertakes to comply with the contractual obligations arising from this contract, including all the procedures for carrying out operations, as set out below in these General Conditions.

2.2 The CLIENT also accepts and undertakes to comply with the obligations set out in the Conditions of Use of the Electric Mobility Network, previously defined by the EGME (Electric Mobility Management Entity), which are an integral part of this contract and may be consulted on EVPOWER's website at www.evpower.pt.

3. CARD ISSUANCE

3.1 EVPOWER shall issue the EVPOWER CARD to the CLIENT according to the CLIENT's previous request, up to a limit of fifteen (15) cards per customer.

3.2 The Card will be valid for 3 (three) years from the date it is issued, being automatically renewed for equal periods, while the contract remains in force, and provided that the card shows consumptions in the last five months prior to the expiration date.

3.3 The Card which does not meet the condition referred to in the preceding paragraph will only be renewed at the express request of the CLIENT and upon approval by EVPOWER.

3.4 EVPOWER may charge the CLIENT a fee for the issuance of each "duplicate" resulting from the alteration, destruction or loss of the Card.

3.5 The annual fee and the fee referred to in the preceding paragraph are, for each year, those in force on the date of issue/renewal/replacement (duplicate) of the Card, as communicated by EVPOWER.

3.6 EVPOWER, or whoever it appoints for this purpose, will send the Card to the CLIENT by ordinary mail to the address indicated on the "ADMISSION/ PRE-REGISTRATION FORM".

4. USE OF THE CARD

4.1 The EVPOWER CARD is EVPOWER's property and shall be immediately returned by the CLIENT if its use is cancelled, without any compensation whatsoever.

4.2 The CLIENT agrees to notify EVPOWER in writing (by the means indicated in this Section 15.2) of the loss, deterioration or theft of the Card, being, however, responsible for its eventual use within a maximum period of 48 hours following the notice, without prejudice to the provisions of the preceding paragraph.

4.3 You will be responsible for and bear all losses resulting from unauthorised transactions if they (i) are due to fraudulent misrepresentation or breach of duty under the terms and

conditions governing the issue of the Card or (ii) occur following loss, theft, misappropriation or any other unauthorised use of the Card not reported under the preceding paragraph.

5. PERFORMANCE OF TRANSACTIONS

5.1 The validation of the EVPOWER CARD at the charging station shall serve as the Client's acknowledgement of receipt of the products and/or services, for all legal purposes.

5.2 Each EVPOWER CARD is exclusively valid for the CLIENT mentioned or authorised therein and/or the vehicle identified therein.

5.3 If the charging station is offline, it may not be possible to validate the EVPOWER CARD.

5.4 The charging station shall not validate the EVPOWER CARD whenever it detects any anomaly, i.e. if the EVPOWER CARD has expired, is damaged or has been invalidated.

5.5 EVPOWER CARD shall not be liable if, for any reason, the EVPOWER CARD does not work, namely due to lack of communication, exceeded credit limit, expired documents, unknown or damaged card.

6. DURATION

6.1 The contract shall come into force after (i) the CLIENT's subscription and (ii) the subsequent acceptance of the subscription by EVPOWER and the delivery of the cards to the Card Holder.

6.2 Without prejudice to the provisions contained in the "General Conditions" regarding duration, the Agreement shall be valid for an indefinite period of time. However, it may be terminated at any time by either party, by means of a notice sent to the other party by registered letter with acknowledgment of receipt, at least twenty (20) days prior to the date on which the Agreement is intended to terminate.

7. PRICE

7.1 The CLIENT undertakes to pay the Price set out in the CEME Tariff at www.evpower.pt or any other price that may be set by EVPOWER, only under the terms expressly provided for in this contract.

7.2 Notwithstanding the invoicing submitted periodically for settlement by EVPOWER to the CLIENT, which may reflect bonus conditions to be established under this document, the prices and other conditions of the supplies shall be those charged by EVPOWER at the time.

7.3 EVPOWER may freely introduce, pursuant to Section 10.2 and without prejudice to the provisions of the previous section, changes to the Price to be paid by the CLIENT, including in the following situations: (i) in the event of changes to the applicable legislative and regulatory framework, including those by virtue of which EVPOWER is obliged to bear or collect any costs, charges, fees or taxes; (ii) in the event of changes to the electricity acquisition costs or other costs that have an implication on the final price to the customer according to the price formulation defined by EVPOWER ; (iii) at the beginning of each calendar year, by virtue of an update of the Price due by the CLIENT, based on the Consumer Price Index for the previous year, published by Instituto Nacional de Estatística.

8. BILLING

8.1 The invoice will be issued in the name of the CLIENT and preferably on a monthly basis, subject to the availability of data by EGME (MOBI.E), and in accordance with the other terms contained in the Terms and Conditions of Use.

8.2 All payments shall be made to EVPOWER by the CLIENT by direct debit to an account designated by EVPOWER for transfer to the bank account indicated by EVPOWER. Or other means of payment made available to the CLIENT when subscribing to the CEME service.

8.3 The invoice will be issued in the CLIENT's name, who authorizes EVPOWER to automatically debit the amounts due on the due date to the bank account, indicating the bank entity and its dependency and providing the respective Bank Account Debit Authorization.

8.4 The Holder of the bank account referred to in this Section 8 must notify EVPOWER in writing, ten (10) days prior to the end of the billing period, of any modification of the bank account previously indicated, as well as any change of its address. Any change notice sent after the expiration of this period will only be effective as of the next billing period.

8.5 EVPOWER reserves the right to modify the billing and collection periods, as well as to determine at any time the chargeability, the amount or the modification of the guarantees required to secure the credit limit for purchases assigned to the EVPOWER CARD Holder, upon prior notice to the CLIENT at least fifteen (15) days. If the CLIENT provides special security(s) in favour of EVPOWER, EVPOWER shall be entitled, on one or more occasions, to request the CLIENT to modify the respective terms and/or increase the amount covered, if the same becomes insufficient or proves to be inadequate, according to EVPOWER's free assessment, namely based on the volume of supplies and/or services involved. The increase in the number of EVPOWER cards ordered shall always entitle EVPOWER to request the reinforcement of the amount covered by specific guarantee(s).

8.6 Under this contract, EVPOWER grants the CLIENT a credit consumption (plafond), successively renewed only if the CLIENT pays all the invoices issued by EVPOWER on time and on schedule, up to the maximum limit provided in the Particular Conditions hereof contract and/or on the EVPOWER Portal (customers.evpower.pt), which may be unilaterally amended by EVPOWER, according to Section 10.2.

8.7 The invoice issued by EVPOWER to the CLIENT will only contain aggregate data for the billing period in question and, if the CLIENT so wishes, he/she may access his/her detailed consumption, for the same billing period, in his/her personal area, through the EVPOWER Portal, at customers.evpower.pt.

8.8 The CLIENT shall immediately notify EVPOWER of any error or irregularity in the invoices sent to the contacts indicated in the EVPOWER Service Agreement. If, within 7 (seven) days from the date of a debit on the Card Holder's account made by his bank, no written claim is received from him, the payment shall be deemed to have been made in accordance with the invoices and the amounts debited.

8.9 The CLIENT expressly accepts the electronic invoicing service, in compliance with the terms and conditions set out in Decree Law nr 256/2003, of October 21st, which enables the issue and storage of invoices and equivalent documents by electronic means, as well as, in Decree Law nr 196/2007, of May 15th, which regulates the technical conditions for the issue, storage

and archiving of invoices or equivalent documents issued by electronic means, under the terms of CIVA.

8.10 The CLIENT must keep his electronic mailbox available for the respective reception and immediately communicate any change of address he wishes to make.

8.11 Electronic invoicing may be cancelled by EVPOWER at any time, namely when it is not possible to confirm the delivery of any invoice at the electronic address indicated by the CLIENT.

9. PAYMENT

9.1 The invoices issued by EVPOWER shall be paid by the CLIENT within 5 (five) days from the closing date of invoicing.

9.2 The parties agree that payment shall be made by direct debit to the bank account indicated by the CLIENT for that purpose.

10. AMENDMENT OF THE GENERAL AND SPECIFIC CONDITIONS

10.1 Subject to the provisions of Section 7.3 of this contract, EVPOWER reserves the right to modify the content or tenor of any clause of these General and/or Particular Conditions.

10.2 The contractual modifications shall be previously communicated in writing to the CLIENT and shall be deemed accepted if, within twenty (20) days from the date of such communication to the CLIENT, there is no written objection and/or termination of this Agreement by the CLIENT, which shall be effective from the date set by EVPOWER for that purpose.

10.3 Any modification to the content or tenor of any clause of these General and/or Particular Conditions made pursuant to this clause that may be grounds for termination of this agreement does not imply any obligation of indemnity by the CLIENT.

11. INFORMATION

11.1 The information on the contractual conditions is provided to the CLIENT before the conclusion of this contract, under the applicable legal terms.

11.2 The CLIENT may, at no additional cost, consult updated information on his consumption, prices, cycles and tariffs currently in force under this contract, in his customer area, through the EVPOWER Portal, on the website at customers.evpower.pt.

11.3 If the CLIENT wishes to obtain information not included in the EVPOWER Portal (www.evpower.pt), he/she may do so through the email address charge@evpower.pt, through the form in the customer area (EVPOWER Portal), on the website www.evpower.pt or by calling the number 800 25 45 65.

11.4 EVPOWER undertakes to provide the clarifications requested by the CLIENT within a period not exceeding 5 (five) days.

12. DEFAULT

12.1 Failure to pay any amount due to EVPOWER within the due dates shall entitle EVPOWER to immediately cancel the use of the cards held by the CLIENT, suspend or cut off all supplies.

12.2 In the event of cancellation of the use of the cards and/or interruption of all supplies pursuant to the preceding paragraph, EVPOWER shall not be bound to resume the supply if the CLIENT does not pay all outstanding payments, including default interest and all expenses resulting from the interruption and the possible restoration of the supply.

12.3 A delay in the payment of any monetary obligation shall give rise to the application of default interest, calculated based on the rate set under article 559 of the Civil Code, plus nine percentage points, without prejudice to the previous number.

12.4 The judicial collection of debts arising from non-compliance with the terms of this contract by the CLIENT implies the payment of all costs and charges, including court costs, fees of lawyers and execution agents and any other that arise from the compulsory collection of the debt.

13. TERMINATION OF THE CONTRACT

13.1 EVPOWER may, at any time, suspend or terminate with immediate effect this agreement, without being obliged to pay any compensation, by sending a registered letter with acknowledgment of receipt, when (i) the CLIENT fails to make any payment within the due period; (ii) if there are special guarantees, the CLIENT's liabilities exceed the amount of the guarantee or guarantees

(iii) in case of declaration of bankruptcy or insolvency of the CLIENT or subjection of the CLIENT - by its own initiative or by a third party - to insolvency proceedings or any recovery measure; (iv) when it becomes necessary or convenient as a result of any requirement, determination, imposition, indication or recommendation by competent official entities; and (v) if, by decision of EVPOWER, the EVPOWER card acceptance system is no longer used.

13.2 The CLIENT accepts and understands that he/she may terminate this contract with immediate effect, without being obliged to pay any compensation, and may even be compensated for damages proven to have been caused by EVPOWER, by way of compensation, if the latter, for reasons completely beyond the CLIENT's control does not comply with its contractual obligations towards the Charging Point Operators (PCO), namely the obligation of timely and regular payment of the invoices issued by the PCO to EVPOWER (as EMC), related to the service provided by them and which, consequently, completely restrict the access to the use of the Charging Points by the CLIENT.

13.3 The termination and cancellation of the contract will be made by registered letter with acknowledgment of receipt.

13.4 The termination of the contract, for any cause, means the automatic expiration of all existing obligations between the parties.

13.5 If the CLIENT does not comply with the provisions of Section 8.5 within 30 days, regarding the modification or reinforcement of the guarantees required to secure the purchase credit limit assigned to the EVPOWER CARD holder, EVPOWER may immediately terminate the subscription to the EVPOWER CARD Service by registered letter with acknowledgement of receipt.

14. DATA PROTECTION

14.1 The personal data concerning the CLIENT collected under this contract are processed automatically and are intended for the performance of the object of the Contract, which

includes, for this purpose, all necessary acts for its commercial and administrative management.

14.2 The CLIENT, when duly identified, shall have access to the information concerning him/her, directly upon written request, as well as its rectification, under the terms of the current legislation concerning the protection of personal data (General Data Protection Regulation) and in accordance with EVPOWER's Privacy Policy, available at www.evpower.pt.

14.3 Any change to the elements of this contract regarding the CLIENT's identification shall be communicated by the CLIENT to EVPOWER by written notice through the EVPOWER Portal, at the website at customers.evpower.pt, and the CLIENT shall also provide proof of the change, when so requested by EVPOWER.

14.4 EVPOWER is authorized to process the CLIENT's personal data under the terms of the applicable legislation on personal data protection.

15. COMPLAINTS

15.1 The CLIENT may submit claims in writing, identifying his full name and the number of an identification document, always attaching all relevant documentation.

15.2 The complaints may be submitted (i) by ordinary mail addressed to EVpower, Charging Solutions, Lda, Rua Aníbal Bettencourt, 7, 2790-225 Carnaxide; (ii) in the complaints book available at EVPOWER's head office; (iii) in the electronic complaints book, through the website www.livroreclamacoes.pt.

15.3 The complaints processing shall be free of charge for the Client.

16. APPLICABLE LAW

16.1 These General Conditions are governed by Portuguese Law.

16.2 For the resolution of any disputes arising from the interpretation or execution of the present contract, the parties elect the district court of Lisbon West, expressly renouncing any other.

17. AUTHORISATION OF DIRECT DEBIT ON YOUR ACCOUNT

17.1 We hereby authorize EVpower, Charging Solutions, Lda (hereinafter "EVPOWER") to send instructions to the Bank in order to debit, in the indicated bank account, the amounts corresponding to the consumption made;

17.2 We undertake to keep the bank account indicated above duly provisioned for the payment of the invoices related to the purchase of goods and services from EVPOWER;

17.3 The amounts to be charged will be variable according to the consumption made, and the due date will be the one indicated in the invoices;

17.4 The rights regarding the Direct Debit System (SDD) are explained in a statement that is available from our Bank or from the Bank of Portugal;

17.5 The cancellation or inactivation of this authorization does not release us from our obligations towards EVPOWER;

17.6 We are solely responsible for the truthfulness of the information provided.