

General Terms and Conditions ("GTC") for OMV Cards (OMV Station Card *plus*, OMV Card with ROUTEX Function, OMV E-Mobility Card) and Mobility Services ("OMV Cards")

(valid from August 22, 2025)

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1 Scope of the General Terms and Conditions ("GTC")

These General Terms and Conditions ("GTC") (as amended from time to time in accordance with clause 13.2) shall apply between OMV-International Services Ges.mbH, registered with the Commercial Court of Vienna, reg. no. FN 129377k, Trabrennstrasse 6-8, 1020 Vienna ("OIS") and OMV Downstream GmbH, registered with the Commercial Court of Vienna, reg. no. FN 185462p, Trabrennstrasse 6-8, 1020 Vienna ("OMV") on the one hand, and the customer ("Customer") on the other. By signing or submitting an application for the OMV Cards as well as procuring goods and services (e.g. electrical powered transportation, toll and vehicle services) ("Application"), the Customer confirms that they have read these GTC (in the version as amended pursuant to clause 15.2), recognizes them as binding, and consents to the same. Upon (express or implied) acceptance of the Application by OMV and OIS, a contract governing the use of the OMV Cards and services comes into effect between the Customer ("Customer") accepted in this way, OMV, and OIS (collectively the "Parties" and individually the "Party") pursuant to the Application and these GTC ("Contract"). Any terms and conditions from the Customer shall not apply unless these are expressly accepted by OMV and OIS in writing. This version supersedes all earlier versions of the GTC. The current version of these GTC can be downloaded at <https://www.omv.at/de/agb-datenschutz-marketing-material>.

The English version is for information purposes only. The only binding version shall be the German version which can be downloaded at <https://www.omv.at/de/agb-datenschutz-marketing-material>. In the event of contradictions, the German version shall prevail.

2 ROUTEX Network

OMV-International Services Ges.mbH, Trabrennstrasse 6-8, 1020 Vienna ("OIS"), is a member of the ROUTEX Network ("ROUTE Network"), which was formed by several oil companies that operate filling stations in Europe ("ROUTE Partners"). The objective of the ROUTEX Network is to enable the card Customers of the ROUTEX partners to purchase certain goods and services in association with the use of vehicles at participating filling stations and other Acceptance Points in Europe. In Austria, the OMV Card with ROUTEX Function is jointly issued by OIS and OMV.

3 Delivery of Goods and Services

- 3.1 The OMV Card entitles the Customer to (i) purchase certain goods and use services at Acceptance Points (these are OMV, Avanti, and DISKONT filling stations in Austria, as well as acceptance points marked with the "ROUTE" trademark, the OMV Card logo and/or the EuroTruck logo, as well as public charging stations operated by OMV ("OMV eMotion charging stations") and certain independent third-party charging stations, and (ii) via online platforms communicated to the Customer by OMV.
- 3.2 Goods and services purchased by the Customer with the OMV Card at Acceptance Points in Austria are sold to the Customer in the name and for the account of OMV. Goods and services purchased by the Customer with the OMV Card at Acceptance Points outside Austria are sold to the Customer in the name and for the account of OIS, unless otherwise provided for in clause 3.3.
- 3.3 In certain countries (currently Andorra, Bosnia and Herzegovina, Gibraltar, Greece, Moldova, Montenegro, Serbia, and Turkey, and Italy only for services), a direct legal transaction between the Customer and the operator of the Acceptance Point (as provider of goods and services) is required. Goods and services (and in the case of Italy, only services) that are purchased by the Customer with the OMV Card at Acceptance Points in these countries are sold directly to the Customer in the name and for the account of the operator of the respective Acceptance Points. Invoices for the goods and services

purchased there shall be issued by the operator of the Acceptance Points and handed over to the Cardholder at the Acceptance Point. OIS and OMV act as debt collectors for the providers of these goods and services.

- 3.4 Goods and services shall be deemed accepted and transactions approved by the Customer as follows: (i) for transactions on internet platforms, after entry of the OMV Card number and the required authentication code or password depending on the website; (ii) when charging at e-charging stations, after initiating a transaction and/or after entry of the PIN for the OMV Card at the card terminal and/or by using mobile payment app provided by OMV for the purpose of payment authorization (iii) in all other cases after entry of the PIN for the OMV Card at the card terminal (as defined in clause 5.2) and/or by using mobile payment app provided by OMV for the purpose of payment authorization and/or, upon request, after the Cardholder has signed the delivery note presented by the operator of the Acceptance Point (or in the case of clause 3.3 the invoice). If requested, the Cardholder shall sign a copy of the delivery note (or the invoice).
- 3.5 OMV and OIS reserve the right to adjust the availability of, suspend or discontinue certain goods and services and to change the number of Acceptance Points at any time. OMV/OIS will endeavor to inform the Customer of such changes in good time.
- 3.6 Goods that are sold in the name and for the account of OMV/OIS shall remain the property of OMV/OIS until all receivables of OMV/OIS for the goods provided (incl. interest and any fees) have been paid in full.

4 Prices, Settlement of Accounts, and Payment

- 4.1 The Customer shall pay the prices and fees applicable at the time of a transaction, which are displayed at the Acceptance Point or otherwise communicated to the Customer, in particular via the OMV online customer service platform ("Online Platform") and/or the OMV eMotion App. OMV shall inform the Customer pursuant to clause 15.2 of changes to the pricing model (e.g., prices at the fuel pump or list prices) and/or discounts in advance.
- 4.2 In addition to the prices and fees payable pursuant to clause 4.1, the Customer shall pay the applicable surcharges and fees for additional services (e.g., for issuing the OMV Card, use of the Online Platform, the provision of paper invoices, and so on) in accordance with the applicable OMV Cards and Mobility Service Price List. OMV shall inform the Customer pursuant to clause 15.2 of any changes to the service fees in advance.
- 4.3 The Customer is obliged to pay any applicable taxes, duties, and levies. Value added tax ("VAT") shall be charged in accordance with the legal provisions of the country in which goods or services are deemed to have been provided. If the Customer would like to be classified as taxable dealer in terms of Article 38 VAT Directive 2006/112/EC, Customer must inform OMV upfront and provide written confirmation that he is indeed a taxable dealer.
- 4.4 The Customer shall receive invoices at the agreed intervals as follows: goods and services that the Customer purchases with the OMV Card at Acceptance Points in Austria shall be invoiced by OMV to the Customer in euros pursuant to clause 3.2. Goods and services that are purchased by the Customer at Acceptance Points outside Austria shall be invoiced in the local currency (i) pursuant to clause 3.2 by OIS or (ii) pursuant to clause 3.3 by the operator of the relevant Acceptance Point. The total amount due (in euros) shall be invoiced to the Customer electronically in a summary statement of account including all relevant invoices and direct debits. OMV/OIS shall be entitled to include transactions made in previous periods but which have not been invoiced in the summary statement of account. For the purpose of preparing the summary statement of account in euros, the respective currency shall be converted to euros (where necessary) (at the sole discretion of OMV/OIS) at the reference rate published by the European Central Bank or a comparable institution (https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html). The relevant day is the day on which the transaction is received in the OIS system. The exchange rate of the previous day is used for the currency conversion. If no euro reference rate is available for a particular day, the last available rate before that day will be used for the conversion.
- 4.5 By signing or submitting an application, the Customer expressly consents to receive invoices in electronic form only insofar as this is permissible under applicable law. The original invoice will either be sent to the Customer via e-mail or be available to the Customer for download in the protected customer area for a period of twelve (12) months. Access to electronic invoices via the Online Platform is free of charge. If a Customer would like to receive electronic invoices by e-mail, they shall inform OMV via the Online Platform or per e-mail and provide the e-mail address to which the electronic invoices should be sent. The Customer shall be informed per e-mail when the electronic invoices are available for download on the Online Platform. The Customer is responsible for promptly downloading and storing the electronic invoices. Notwithstanding the provisions above, OMV and OIS shall be entitled to send the Customer invoices and invoice supplements in paper form.
- 4.6 Unless expressly agreed otherwise in writing, OMV Downstream GmbH, FN 185462p, Trabrennstasse 6-8, 1020 Vienna, is designated as the sole payee for the payment of all invoices issued by OMV and/or OIS. All payments by the Customer must be made in euros, in full and without deductions, to a bank account of OMV Downstream GmbH and by direct debit in accordance with the direct debit mandate completed by the Customer as part of the application (or subsequently submitted to OMV by the Customer), whereby the debit will not be made before the collection date specified in the collective invoice or invoice.
- 4.7 The Customer shall inform OMV within five (5) days of receiving an invoice or summary statement of account of any errors or irregularities (e.g., with respect to the customer information listed in clause 15.1) and shall indemnify and release OMV and OIS from liability in respect of any damage, cost and expense incurred for OMV and OIS as a result of failure to fulfil this obligation on the part of the Customer (in particular late payment of fines or penalties). Objections to the invoiced amount shall be submitted in writing to OMV within two (2) weeks of the invoice date, failing which the invoiced amount shall be deemed to have been accepted by the Customer.
- 4.8 If the Customer defaults on their payment obligations to OMV/OIS in full or in part or fails to pay on time (e.g., a direct debit cannot be executed due to insufficient funds in the Customer's account), OMV/OIS shall be entitled to block the Customer's OMV Cards at any time and without advance notification (see clause 6.2).
- 4.9 The Customer shall pay default interest at 8 percentage points above the base rate of the Austrian National Bank per annum as from the due date up to and including the date of payment and reimburse OMV and OIS for all damage, cost, and expense incurred by OMV or OIS as a result of the default

in payment by the Customer or otherwise incurred in connection with the default in payment by the Customer (incl. appropriate extrajudicial debt collection such as internal costs of reminders, debt collection agency fees, lawyers' fees, and credit rating information costs). Notwithstanding previously agreed due dates and terms of payment (incl. previous agreements regarding instalments or deferral of payment), the Customer shall in such cases pay the entire amount due to OMV and OIS without delay (immediate maturity).

4.10 Cash deposit: For cash deposits to be provided by the Customer to OMV and OIS as security, if any, it is agreed as follows:

Customer shall transfer the agreed amount irrevocably and interest-free as a cash deposit for all receivables of OMV and OIS against the Customer, in particular receivables for the delivery of goods and the provision of services, claims for damages, etc. onto the notified account of OMV or OIS. OMV and OIS are entitled to settle any joint or individual claims by netting the amount against the cash deposit. The cash deposit shall be retained by OMV and OIS as long as receivables are unpaid, but at least for the Customer's contract period plus 3 months.

5 Use of the OMV Cards

- 5.1 OMV Cards are non-transferable and shall only be used by the Customer or by employees, directors, managers, and other representatives authorized by the Customer ("Cardholders"). By signing and submitting an application, the Customer confirms that they shall use OMV Cards only in connection with their business (and shall only allow use of the same in connection with their business). The Customer shall inform OMV immediately if they are no longer operating as an entrepreneur ("Unternehmer") or as a business undertaking ("Unternehmen") pursuant to the Austrian Commercial Code ("Unternehmensgesetzbuch"). In the case of a vehicle-related OMV card, Cardholders can also be several natural persons.
- 5.2 Each Customer's OMV Card is assigned a personal identification number (PIN). The PIN can be randomly generated or defined by the Customer as a "Wish PIN" in the web-based customer portal. The "Wish PIN" can be defined by the Customer either as a company PIN for all the Customer's OMV Cards or individually for each OMV Card. In the case of a randomly generated PIN, OMV will inform the Customer of this in a separate letter when the OMV Card is sent. A "Wish PIN" defined by the Customer will not be announced separately to the Customer. There is no separate notification when sending replacement or follow-up cards. If the Customer so requests, the name of the Cardholder who is authorized to use the OMV Card, or the registration number of the vehicle for which the OMV Card may be used, can be inscribed on the OMV Card. OMV and OIS can, at their own discretion, offer other ways of personalizing cards. The Customer shall procure that (a) their OMV Cards are used and stored securely, (b) the back of OMV Cards bearing the name of the Cardholder is signed by the respective Cardholder immediately, (c) PINs are stored safely and separately from the respective OMV Card and are only given to authorized Cardholders, (d) all of the other required measures are taken to prevent unauthorized parties from gaining access to the OMV Cards and/or the PINs, and (e) employees, directors, managers, and other representatives who are not or are no longer authorized to use an OMV Card no longer do so.
- 5.3 The Customer shall be liable for any fraudulent or unauthorized use of the OMV Cards (incl. cases where the OMV Card or the PIN is passed on to third parties in violation of these GTCs) and shall indemnify and hold OMV and OIS harmless against all damages, costs, and expenses resulting from such use. If there is a risk that an OMV Card could be used fraudulently or in an unauthorized manner (incl. in the event of loss or theft of the OMV Card), the Customer shall immediately (i) block the OMV Card via the Online Platform or (ii) inform the OMV Card Customer Support thereof by phone, followed by confirmation (incl. of the respective OMV Card number) by e-mail. Every theft or misuse is to be reported to the police by the Customer and/or their representatives without delay. The customer shall undertake to provide OMV with a copy of the police report. The Customer shall not be held liable for any fraudulent or unauthorized use of an OMV Card which occurs more than 24 hours after a respective notification was received by the OMV Card Customer Support department or after the respective OMV Card was blocked via the Online Platform.
- 5.4 "Credit Limit" ("CR") shall mean the maximum total value of goods and services that the Customer is entitled to purchase on open account with OMV Cards. OMV/OIS shall be entitled to unilaterally change the CR at any time if (i) the Customer fails to make prompt and full payment; (ii) in OMV's or OIS' reasonable estimation prompt and full payment is no longer assured; (iii) the coverage by credit insurance ceases to apply; or (iv) the Customer fails to provide or renew sufficient security, as agreed. Any change to the CR shall apply with immediate effect; OMV/OIS will make all reasonable efforts to inform the Customer of such a change in advance and, in any case, within a grace period of five (5) calendar days from such change taking effect. If the Customer exceeds the CR, OMV and OIS shall be entitled to undertake all appropriate measures (incl. shorter invoicing periods or payment terms and the request of additional securities). Furthermore, OMV/OIS shall be entitled to block the Customer's OMV Cards with immediate effect (see clause 6.2). The Customer shall undertake to remain apprised of the current status of their CR via OMV Customer Service or via the protected customer area of the OMV Online Platform. OMV/OIS shall not be liable for any loss and/or damage suffered by the Customer or third parties as a result of such change of the CR.
- 5.5 In order to prevent unauthorized or fraudulent use of OMV Cards, the operators and staff of Acceptance Points shall be entitled (but not obliged) to verify the legitimacy of OMV Card users and to confiscate the OMV Cards and refuse the delivery of goods and services if (i) an OMV Card has been blocked or has expired or (ii) in their reasonable estimation, the legitimacy of the Cardholders of an OMV Card is questionable. OMV and OIS shall assume no liability vis-à-vis the Customer in respect of the (non-)performance of such verification or confiscation by the operator of the Acceptance Point or their staff.
- 5.6 The OMV Card shall remain the property of OMV/OIS.
- 5.7 The use of the magnetic stripe and/or the chip of the OMV Card for personal purposes is prohibited.

6 Validity of the OMV Cards and Termination of the Contract

- 6.1 Subject to clause 6.2, OMV Cards are valid up to and including the last day of the calendar month printed on the Card. The Customer shall receive a new OMV Card automatically before the expiry date if (i) the expired Card was used at least once in the six (6) months prior to the expiry date and (ii) the Contract has not been terminated by OMV/OIS or by the Customer in accordance with these GTC. The terms of the Contract shall remain unaffected

by the issue of a new OMV Card.

- 6.2 OMV/OIS shall be entitled to suspend or refuse any further delivery of goods and provision of services and to block a Customer's OMV Cards if: (i) the Customer has exceeded the CR, (ii) in OMV's or OIS' reasonable estimation, the prompt and full payment by the Customer is no longer guaranteed, (iii) there are indications of unauthorized or fraudulent use of the OMV Card (incl. the case of unusual transaction patterns or changes in the manner or extent of use of the OMV Card), (iv) the OMV Card is confiscated pursuant to clause 5.5, (v) the vehicle whose registration number is displayed on the respective OMV Card is sold, otherwise dispensed with or is no longer used by the Customer, or (vi) the contract is terminated pursuant to clause 6.3. In cases (i) to (vi), OMV/OIS shall be entitled to block the relevant OMV Cards with immediate effect without advance notification of the Customer. The Customer shall inform the OMV Card Customer Support by telephone without delay and then by e-mail if cases (iii) to (vi) occur, failing which the Customer shall indemnify and release OMV and OIS from liability in respect of any damage, cost, and expense resulting from non-fulfilment of this obligation. The Customer shall refrain from using the OMV Card in all of the above-mentioned cases and shall ensure that all Cardholders do the same.
- 6.3 Each party may terminate the Contract with effect as of the end of any calendar month by giving one (1) month's prior notice. Furthermore, each party may terminate the Contract at any time with immediate effect for cause. Cause for termination by OMV/OIS include, but not limited to, default of payment despite granting a grace period (the latter is not required if the Customer has refused payment or it can be reasonably assumed that payment will not be made despite being granted a grace period), exceeding the Credit Limit and any kind of misuse of the OMV Card.

7 Use of the OMV E-Mobility Card for Charging Electric Vehicles

- 7.1 The OMV E-Mobility Card enables the customer to charge electric vehicles at all available and public Acceptance Points. The OMV E-Mobility Card contains all functionalities of an OMV Card with ROUTEX function.
- 7.2 By applying for the OMV E-Mobility card – online or by e-mail – the Customer accepts the exclusive validity of the GTC. Deviating conditions are only binding insofar as OMV/OIS recognizes them in writing in individual cases. OMV/OIS accepts the application for new customers in accordance with clause 1 of the GTC by sending the access data (user name and steps to be followed to complete the enrolment process) to the Online Platform and, for customers who are already contractual partners with regard to the use of an OMV Card, by sending the OMV E-Mobility Card. When ordering the OMV E-Mobility Card online or by e-mail, the prices and fees according to the currently valid price list for OMV Cards and mobility services apply. The applicable charging price is displayed digitally in the OMV eMotion app.
- 7.3 The OMV E-Mobility Card can only be used at certain Acceptance Points. The Customer cannot restrict the use of the OMV E-Mobility Card to specific Acceptance Points or to Acceptance Points in certain countries or regions.
- 7.4 The withdrawal of electricity at Acceptance Points for purposes other than charging an electric vehicle shall not be permitted. In particular, the Customer is obliged to indemnify OMV/OIS from any third-party claims arising from misuse of the OMV E-Mobility Card and to compensate OMV/OIS for any further damage caused by misuse of the OMV E-Mobility Card.
- 7.5 The contract for the purchase of electricity at Acceptance Points shall be concluded between the Customer and OMV and/or OIS at the e-mobility rates applicable at the respective Acceptance Point at the time of charging. The service partner shall be responsible for the safety and proper functioning of the respective Acceptance Points and the equipment required for charging in accordance with the applicable legal regulations. OMV and OIS shall not be liable for defects at the Acceptance Points of the service partner and/or the devices used for charging, or for any damages arising during the charging process. The Customer shall comply with the charging regulations of the service partner. The Customer shall be obliged to obtain the most recent version of the charging instructions from the service partner.
- 7.6 OMV/OIS assumes no liability for culpable conduct on the part of the service partner, particularly errors in data transmission. Incorrect data transmission by the service partner does not release the Customer from their payment obligations toward OMV/OIS.
- 7.7 In addition to the prices and fees due pursuant to clause 4.1, the Customer shall pay the applicable surcharges and fees for additional services in accordance with the most recent OMV Cards and Mobility Service Price List. OMV shall inform the Customer pursuant to clause 15.2 of any changes to the service fees in advance. The OMV Cards and Mobility Service Price List in the version valid for the business relationship can be requested from OMV/OIS free of charge by the Customer at any time.
- 7.8 OMV/OIS can prohibit the Customer from using the OMV E-Mobility Card in full or in part for this service if the Customer does not fulfill their contractual obligations.

8 Terms of Use for the OMV eMotion App and Charging of Electric Vehicles at Acceptance Points

- 8.1 The OMV eMotion App entitles the Customer to charge electric vehicles at all available and public Acceptance Points displayed in the OMV eMotion App. Possession of an OMV Card is mandatory. The OMV Card is linked to the OMV eMotion account. The OMV eMotion App entitles the Customer and/or Cardholder to purchase certain goods and services at the available charging stations. It serves as a means of authentication for the app user. Goods and services purchased by the Customer via the OMV eMotion App at Acceptance Points are sold to the Customer in the name and for the account of OMV/OIS.
- OMV and OIS reserve the right to change, suspend, or discontinue the availability and provision of certain goods and services at any time, as well as to change the number of Acceptance Points, in particular due to (i) changes in applicable legislation or requirements of the competent authorities, (ii) changes in external factors affecting our services, including financial or technological changes or developments in the field of electromobility (e.g., technological developments or market growth), or (iii) changes in our own internal conditions (e.g., investment costs or new business solutions). After activation and authorization via the OMV eMotion App, the Customer must properly connect the vehicle to the charging point and start the charging process. It is a prerequisite that the Customer's smartphone or tablet is equipped with a stable internet connection and adequate power supply. OMV/OIS expressly points out that receiving data packets may incur costs, which depend on the terms and conditions of the customer's mobile service provider.

- 8.2 The service fee for using the charging stations at the acceptance points corresponds to the price indicated in the app for the respective charging station at the time of the charging process. The prices for charging per kWh at acceptance points (and, at selected acceptance points, also per minute) are displayed in the eMotion app according to the Customer's tariff. The Customer is obliged to pay the prices and fees applicable at the time of the charging process, as displayed in the OMV eMotion app, or, if applicable, on the basis of individually agreed terms and conditions. The amount of electricity charged is generally billed based on energy consumption (kWh), or, for charging sessions at selected acceptance points, on a per-minute basis; the respective billing method is displayed in the OMV eMotion app. OMV/OIS is entitled to charge kWh rates and fees in accordance with the tariff model selected and agreed upon by the Customer in the contract. The applicable kWh tariff and the relevant fees are also available in the OMV eMotion app. The prices are gross prices and include all applicable taxes, including value-added tax (VAT). To the maximum extent permitted by applicable law, OMV and/or OIS shall not be liable for any culpable conduct of the service partner, in particular for errors in data transmission. An incorrect data transmission by the service partner does not release the Customer from their payment obligations towards OMV and/or OIS. If the Customer does not fully and punctually meet their payment obligations towards OMV and/or OIS (e.g., if a direct debit cannot be executed due to insufficient funds), OMV and OIS are entitled to block the Customer's OMV Cards at any time and without prior notice (see section 6.2). Any parking or usage fees for stopping or parking a vehicle, which are charged by third-party providers, are not included in the tariffs and may be subject to the respective terms and conditions of the third-party providers. OMV/OIS will display the applicable prices and blocking fees in the OMV eMotion app. The blocking fee depends on the charging speed, the location, and the charging point of the respective acceptance point. It is visible in the app and must be confirmed before the charging process.
- 8.3 The respective charging points are displayed in the OMV eMotion app and can be activated directly via the OMV eMotion app. The current charging stations can be viewed in the OMV eMotion app. OMV reserves the right to change the number and location of acceptance points for economic and/or technical reasons. The current list of available acceptance points can be viewed in the OMV eMotion app. Information on the location, availability, opening hours, and charging speed of the OMV eMotion charging stations, as well as charging instructions, is available in the OMV eMotion app and at each respective charging station. The information provided is non-binding, and OMV/OIS assumes no responsibility for the completeness or accuracy of these details. The use of a charging station by the Customer is subject to its availability, which may be limited due to maintenance work, technical malfunctions (e.g., power outage), restricted access to the charging station, or use by other Customers. The location of the acceptance points and the number of charging points are displayed in the OMV eMotion app, but may differ from the actual situation for technical reasons. OMV/OIS strives to establish connections to the largest possible number of technically available roaming platforms and charging point operators via these platforms. OMV/OIS does not guarantee connection to specific roaming platforms or charging points, nor the achievement or maintenance of a specific network coverage in any given area. A charging station, also known as Electric Vehicle Supply Equipment (EVSE), is a power supply device that provides electricity for charging electric vehicles (including battery electric vehicles, electric trucks, electric buses, and plug-in hybrid vehicles). DC charging stations refer to direct current charging stations with a power output between 50 kW and 150 kW. DC chargers with a power output between 150 kW and 1 MW are defined as HPC (High Power Charging) chargers. Differences between charging stations operated by OMV (OMV eMotion charging stations) and those operated by third parties may exist with regard to manufacturer, power output, and other features (such as cable management). Furthermore, OMV/OIS does not guarantee the transmission of real-time data regarding charging duration and kWh during charging processes at third-party charging stations. In any case, information on the time and the amount of kWh charged will be provided at the end of the charging process. OMV is entitled, also through third parties, to remotely terminate the charging process and to remotely lock the plug or socket at the charging station if the charging process has already been completed. This is particularly relevant if the maximum charging duration specified in the manufacturer's information for the electric vehicle to be charged is exceeded. OMV is entitled to remotely terminate the charging process and lock the charging station if charging regulations are violated or a violation is suspected.
- 8.4 The road traffic regulations as well as the applicable parking and traffic rules must be observed. The parking space at the charging station must be vacated no later than 15 minutes after the end of the charging process and may not be used for any other purpose. The charging process begins when the customer initiates the start of the charging process. The charging process is terminated by the Customer (by pressing the stop button on the charging station, by unplugging the charging connector, or by ending the charging process via the vehicle), automatically by the electric vehicle, or remotely at the initiative of OMV (or by third parties). The Customer is only permitted to use a free parking space for charging the electric vehicle. Blocking charging stations or parking spaces for charging stations is not permitted. The Customer is only permitted to use the parking space at the location of the charging station during the charging process. The vehicle must be parked in such a manner that the use of other charging points on the premises is not obstructed. After the charging process is completed, the parking space must be vacated immediately. After a certain period of time has elapsed, a time-based blocking fee will be charged. The duration and amount of the blocking fee are displayed in the OMV eMotion app. The customer must not damage the charging station or the charging cable. The customer is obliged to inform OMV/OIS without delay of any damage to the charging station or the charging cable (including damage for which they are responsible as well as damage for which they are not responsible). Charging cables in Charging Stations must be handled in such a way that they do not endanger other persons or property. In particular, the Customer must ensure that the cable, which is firmly attached to the Charging Station, is correctly re-positioned on the fixing mechanism provided for this purpose after the vehicle has been charged. OMV/OIS is not responsible for the Customer's cables, connectors, adapters, and similar items. In addition, OMV/OIS does not assume any responsibility for the proper and safe charging process if cables, connectors, adapters, or similar items that do not comply with the standard are used. Any interference with the electrical equipment of the charging station, including its components and accessories, is prohibited. OMV/OIS shall not be liable for any damages resulting from misuse or improper use of the charging station, its components, and/or accessories by the Customer. The Customer is obliged to handle the charging station, including the supply line, with due care and to comply with the operating instructions provided with the charging station. Each user of the charging station must inspect the charging cable, plugs, and sockets for any visible damage. In particular, if any damage, kinks, cracks, exposed areas, or similar defects are found, the charging cable must not be used under any circumstances. The Customer is obliged to inform OMV without delay of any damage or malfunction (e.g., by calling the OMV service hotline: 0800 201288).

In all other respects, the manufacturer's instructions must be followed. The Customer must use the charging station in such a manner that no damage is caused and third parties are not put at risk. In particular, the Customer must ensure that the electric vehicle is securely connected to the charging station, park the electric vehicle so that the connection to the charging station is as short and safe as possible, and ensure that the charging cable does not obstruct third parties. The Customer is responsible for compliance with the applicable technical regulations regarding the vehicle and the charging cable. All electrical safety regulations must be observed. The Customer is obliged to take all necessary precautions within the scope of their responsibility to prevent accidents or damage, for example, those that may occur as a result of interrupting the charging process or reconnecting (especially when using adapters, etc.). The Customer is obliged to comply with the charging regulations of the acceptance points and to observe all other regulations applicable at the location, in particular the operating instructions, traffic and parking rules, as well as house or garage regulations. In particular, unauthorised or excessively long parking may result in additional costs. The Customer shall be liable for compliance with this provision in accordance with the general statutory provisions and shall indemnify and hold OMV/OIS harmless in the event of any third-party claims arising from the Customer's non-compliance with this provision. The Customer is obliged to take all necessary precautions within the scope of their responsibility to prevent accidents or damage, for example, those that may occur as a result of interrupting the charging process or reconnecting (especially when using adapters, etc.). The Customer is obliged to comply with the current version of the charging instructions provided by OMV/OIS or third parties. The Customer shall ensure that the charging process is carried out using a charging cable that is suitable and approved for the vehicle's charging capacity, and that the charging process is monitored. Depending on the type of charging point, OMV/OIS provides electricity as alternating current (AC) or direct current (DC). In this context, it should be noted that, for technical reasons, not all vehicles can be charged with direct current (DC).

- 8.5 The contract does not include the provision of network services, the supply of electricity, and/or the provision of telecommunications services. The Customer is responsible for complying with the terms and conditions of network operators, telecommunications providers, and other operators in connection with the provision of services in accordance with the relevant agreements with OMV/OIS or their contractual partners, as well as the applicable technical standards. The Customer shall inform themselves with their mobile service provider about any possible costs that may arise from downloading data (including roaming charges). The services provided by OMV/OIS require uninterrupted network access and a functioning power supply, as well as – in connection with the OMV eMotion app – a functioning internet connection. Liability on the part of OMV/OIS (for service failure or non-performance, damages, etc.) is therefore excluded in the event of insufficient power supply or insufficient network or telecommunications services, as well as in the case of technical malfunctions or damaged charging stations and/or any malfunction of a charging station.
- 8.6 The Customer shall be liable for any fraudulent or unauthorized use of the OMV eMotion app (including cases where the OMV eMotion access data is disclosed in violation of these GTC) and shall indemnify and hold OMV and OIS harmless from all damages, costs, and expenses resulting from such use. If there is a risk that the OMV eMotion app could be used fraudulently or without authorization (including in the event of loss or theft of the OMV eMotion app access data), the Customer is obliged to immediately inform the OMV Card Customer service by telephone and subsequently by email (providing the OMV eMotion app number). Any theft or misuse must be reported to the police immediately by the Customer and/or their representatives. The Customer undertakes to provide OMV with a copy of the police report. The Customer shall not be liable for any fraudulent or unauthorized use of the OMV eMotion app that occurs more than 24 hours after the OMV Card Customer service has received the corresponding notification. The withdrawal of electricity at acceptance points for purposes other than charging an electric vehicle is not permitted. In particular, the Customer is obliged to indemnify OMV and OIS against all claims by third parties arising from the misuse of the OMV eMotion app and to compensate OMV and OIS for any further damage caused by the misuse of the OMV eMotion app. In the event of a breach of contractual obligations by the Customer, such as tampering with the OMV eMotion app or with the metering device at acceptance points (hereinafter referred to as "electricity theft"), OMV/OIS are entitled to interrupt the provision of the charging process for the Customer and to terminate the contract for good cause. In this case, the Customer is obliged to compensate OMV and/or OIS for the damage incurred. The parties agree that OMV/OIS is granted permission to use the email addresses of employees, managing directors, executives, and other representatives ("cardholders") for the purpose of creating an eMotion app account, which enables access to all relevant information regarding the acceptance points, terms and conditions, and prices. The Customer is obliged to inform their cardholders about the transfer of personal data, such as name and email address, to OMV and OIS for the purpose of creating an OMV eMotion account and, if necessary, to obtain their consent. In addition, the Customer undertakes to provide the [data protection information](https://www.omv.at/de/agb-datenschutz-marketing-material) supplied by OMV to their cardholders (<https://www.omv.at/de/agb-datenschutz-marketing-material>). The Customer is obliged to inform OMV without delay of any changes to the cardholders' data (including names, addresses, email addresses). The Customer is obliged to inform OMV without delay if the application user leaves the Customer's company, and is required to immediately block the OMV Card. If no notification of a new address or email address is provided, delivery to the last known address or email address shall be deemed effective. Customers are entitled to have their OMV eMotion account deleted by contacting OMV and requesting deletion of their account via email to the following address: karten.kundenservice@omv.com.

9 OMV Business Charging Solution

9.1 Terms of Use for AC Charging Stations with the OMV E-Mobility Card

OMV/OIS enables OMV E-Mobility Card customers ("Customer") as well as their authorized employees, managing directors, executives, and other representatives ("cardholders") to purchase AC charging stations including related services and to charge electric vehicles at OMV wallboxes located at the Customer's company sites. The cardholder is presumed to be authorized until such authorization is demonstrably revoked by the Customer to OMV/OIS.

9.2 Scope of the Terms of Use

The respective provisions in these Terms of Use and the General Terms and Conditions shall apply accordingly to each cardholder. The Customer undertakes to appropriately instruct the cardholder and to make all documents relating to the use of the AC charging station available to them.

The Customer's obligations towards OMV and/or third parties must be legally transferred to the respective cardholder and, upon request, OMV must be provided with written proof of this transfer.

9.3 Use of AC Charging Stations

After the Customer has expressed their interest in charging electric vehicles via AC charging stations and OMV has documented the Customer's requirements for charging solutions (in particular, the number and capacity of charging points), the Customer will receive information regarding the delivery times for the hardware. The Customer cannot derive any rights or claims from the non-acceptance of the application by OMV/OIS. After acceptance of the application, the Customer will receive delivery of the OMV AC charging stations within 4–6 weeks. The Customer must confirm the proper handover of the hardware in a handover protocol immediately after receipt by sending it via email to karten.kundenservice@omv.com. The Customer undertakes, at their own expense, to treat the AC charging stations with due care, particularly with regard to maintaining their economic operability and capacity, to maintain them properly and professionally, and to ensure that all requirements necessary for the operation and use of the AC charging station are fulfilled. Any modifications to the AC charging station, in particular any alterations, installations, conversions, or additions that reduce its value, as well as connecting it to other objects, are prohibited without the prior written consent of OMV/OIS. The Customer and/or the cardholder is also prohibited from removing, altering, or adding to the labeling on the AC charging station. The location of the AC charging station may not be changed without the prior written consent of OMV/OIS. OMV/OIS does not provide network services and/or electricity supply activities and/or telecommunications services, and accordingly, such services are not part of the contract. The operation of the AC charging station requires an active network connection, a valid electricity supply, and an active internet connection. The supply of electrical energy to the AC charging station is the direct responsibility of the Customer. The local network operator and the electricity supplier for the supply of the AC charging station must be paid by the Customer. This applies in particular to system usage charges (especially network usage charges, network loss charges, metering charges, network provision charges), flat rates and contributions for the promotion of green electricity and CHP, as well as energy prices and levies. OMV/OIS provides the Customer with a SIM card including a data service. This remains the property of OMV/OIS. If the use of OMV services is terminated, the Customer is obliged to report this to karten.kundenservice@omv.com and to return the SIM card to OMV at the following address: OMV Downstream GmbH, EV Cards, Trabrennstrasse 6-8, 1020 Vienna. Liability on the part of OMV/OIS towards the Customer, the respective cardholder, or third parties is therefore excluded in cases of insufficient power supply, network services, or telecommunications services. The Customer is responsible for complying with the network conditions, the conditions of telecommunications service providers, and other contracts relevant to the provision of services, as well as applicable technical standards, official requirements, and legal obligations.

9.4 Delivery, Handover and Acceptance, Installation, and Commissioning of the AC Charging Station

The Customer is obliged, prior to ordering the AC charging station, to obtain all official or civil law permits required for its operation (including any necessary operating facility permits and trade law approvals), and to comply at all times with all legal, contractual, or official obligations for the lawful, safe, and proper use of the AC charging station. Any official permits that may be required (such as building notifications, building permits, operating facility permits, etc.) must be obtained by the Customer as the applicant in their own name and at their own expense. The Customer is responsible for independently checking, based on the documents for the AC charging station to be provided by OMV/OIS and, if necessary, in coordination with the competent authority, whether in the specific case a modification or extension of the operating facility permit for the respective object of use is required. If so, the Customer must obtain the corresponding approval for the modification of any existing operating facility permits in their own name and at their own expense. The Customer undertakes to inform OMV/OIS about the current status or outcome of the approval procedures. If the Customer and/or the cardholder is not the sole owner of the property/properties, they must also obtain the necessary declaration of consent from the (co-)owners of the property/properties for the installation, assembly, commissioning, operation, and maintenance of the AC charging station at the respective location. The Customer must ensure at all times and declares that at least UMTS or 4G reception with smart devices is available in the area of the AC charging station. If the installation of the AC charging station carried out by the Customer or commissioned by the Customer is not possible for technical or other reasons, despite a positive on-site building and electrical inspection, the Customer cannot derive any rights or claims against OMV/OIS. The Customer undertakes to create, in good time and at their own expense and risk, the conditions necessary for the proper operation and maintenance of the AC charging station, and is obliged to take over the AC charging station at the agreed location and at the specified time without delay. In the event of non-fulfilment, OMV/OIS may withdraw from the contract. In this case, the Customer is obliged to compensate OMV/OIS for all disadvantages incurred as a result of the withdrawal. If the AC charging station is delivered with packaging material, the Customer and/or cardholder is obliged to dispose of it at their own expense.

The warranty period begins upon delivery. The installation is carried out by the Customer themselves or by their contractor. The hardware remains the property of OMV/OIS until full payment has been made by the Customer. The Customer shall ensure that the charging location is prepared for the delivery of the charging devices no later than the delivery date specified by OMV/OIS, so that OMV/OIS can properly fulfill their contractual obligations. The Customer confirms delivery to OMV by email (using the handover protocol) for warranty purposes.

The Customer must obtain all permits, licenses, official approvals, network connections, etc. that are required for the installation of the goods at the charging location. The Customer is obliged to have the installation carried out by a certified electrician.

9.5 Operation, Monitoring, Remote Troubleshooting, and Servicing of the AC Charging Station

The services for operation, monitoring, and remote troubleshooting are provided by OMV. The Customer must report any malfunction via the service hotline. Troubleshooting of software issues (where possible) is carried out exclusively remotely. OMV/OIS reserves the right to supplement or restrict services at any time and at its sole discretion. The Customer cannot derive any rights or claims from any such supplementation or restriction. In the event that OMV/OIS is unable to provide a service (any longer), the Customer and/or the cardholder shall also have no claims. The Customer undertakes to comply at all times with all legal, contractual, or official obligations for the lawful, safe, and proper operation of the AC charging stations. The Customer is responsible for disposal (also) in accordance with the Waste Electrical and Electronic Equipment Ordinance. Withdrawing electricity from

the AC charging station for purposes other than charging an electric vehicle is not permitted. The AC charging station may only be used by the Customer and/or the explicitly designated cardholders. The Customer and/or the cardholders undertake to carry out charging processes at the AC charging station exclusively with the respective OMV E-Mobility Card. The Customer is liable for any disadvantages arising from the use of other cards or from use by unauthorized third parties. The Customer bears the risk of unlawful use or unlawful use by third parties or the cardholder themselves, irrespective of fault, in all cases.

The Customer and/or the cardholder must handle the AC charging station in such a way that it does not pose any danger to persons or property. In particular, the safety instructions according to the provided certificates, documents, certifications, documentation, and manuals in their respective current versions must be continuously observed and complied with. The Customer and/or the cardholder shall not make any modifications and/or additions to the AC charging station. Any interference with the provided AC charging station is prohibited. OMV is not liable for damages caused by abusive, improper, or non-contractual use of the AC charging station by the Customer, the cardholder, or third parties, or for damages attributable to them. The charging station is delivered pre-configured. The Customer must ensure that no changes or manipulations are made to the configuration of the backend connection. The Customer and/or the cardholder are themselves responsible for the technical safety of the cables, sockets, adapters, and intermediate pieces they use. Only parts that comply with technical safety standards may be connected to the AC charging station.

9.6 Usage Fee and Billing

The monthly flat fee for the operation and remote troubleshooting of the AC charging station can be found in the price list for OMV Cards and Mobility Services, which forms an integral part of the contract for the sale and operation of the AC charging stations. OMV/OIS is entitled to increase the monthly operating flat fee accordingly in the event of changes in the legal situation or its prevailing interpretation that lead to an increase or introduction of public charges or costs, or in the case of inflation adjustment according to the VPI 2020 index. The Customer undertakes to pay the operating flat fee for the use of the AC charging stations. If the operability of the AC charging station is impaired or impossible for reasons not attributable to OMV/OIS (such as damage, etc.), the obligation to pay the full operating flat fee remains in effect until notification is given to OMV. The Customer must immediately inform OMV/OIS by email at karten.kundenservice@omv.com if the operability of the AC charging station cannot be ensured. Upon receipt of this notification, the obligation to pay the operating flat fee will be suspended as of the following month. In the event of default in payment, OMV/OIS is entitled to charge, for all payments due under this contract, default interest of 10 percentage points per annum from the due date, but at least the statutory default interest pursuant to § 1333 para. 1 ABGB, calculated monthly in arrears and added to the principal, as well as reasonable reminder fees and claims pursuant to § 1333 ABGB. OMV/OIS is entitled to demand, in accordance with § 1333 para. 2 ABGB, but at least EUR 12,-. Incoming payments will be applied by OMV/OIS, regardless of any payment designation, first to cover costs, expenses, and reimbursements, then to cover default interest, and thereafter to the oldest outstanding usage fee. OMV/OIS reserves the right to allocate payments differently, in particular to claims arising from other business relationships with OMV/OIS. The Customer is obliged to reimburse OMV/OIS for all costs incurred in pursuing their claims, in particular collection, intervention, and third-party claim costs, as well as costs for expert opinions. OMV/OIS reserves the right, in the event of a chargeback that can be attributed to the Customer's actions for any reason, to charge reasonable return fees, but at least EUR 16,- per chargeback plus any applicable bank charges. OMV/OIS is entitled to deactivate the SEPA direct debit mandate in the event of a chargeback in order to avoid further fees. OMV/OIS will charge the Customer a one-time processing fee, in accordance with the current OMV Cards and Mobility Services Price List, for early contract termination, assumption or accession of debt, partial assignment or transfer, extension of the payment agreement, changes to the company name or legal succession, as well as for the transfer of the contract to third parties. Any fees incurred shall be borne by the Customer. The amount shall also become due if the contract is continued after the due date, regardless of the reason. In the event of a renewed early termination of the contract (acceleration), the Customer will again be charged processing fees in accordance with the current OMV Cards and Mobility Services Price List. For providing an early settlement amount at the Customer's request, as well as for granting a deferral that must be separately approved by OMV/OIS, the Customer will be charged processing fees in accordance with the current OMV Cards and Mobility Services Price List.

9.7 Validity and Termination of Contract

The OMV Business Charging contract may be terminated by either party with three months' notice in writing to karten.kundenservice@omv.com and emobility-centralservices@omv.com, effective at the end of any month. Upon termination of the OMV Business Charging contract, the OMV Cards and Mobility Services contract as well as the General Terms and Conditions ("GTC") for OMV Cards and Mobility Services ("OMV Cards") shall remain in effect. In addition, either party may terminate the contract at any time with immediate effect for good cause ("extraordinary termination"). Important reasons entitling OMV/OIS to extraordinary termination of the contract include, but are not limited to, those specified in Section 6 of the GTC, as well as the following:

- i. The Customer and/or the cardholder fail to fulfill their obligations under these Terms of Use;
- ii. The Customer and/or the cardholder fail to comply with other agreements made with OMV/OIS;
- iii. Enforcement proceedings are initiated against the Customer, insolvency proceedings are opened against the Customer, or the opening of such proceedings is rejected due to lack of assets;
- iv. The framework agreement concluded between OMV/OIS or the individual contracts relating to the AC charging station are terminated;
- v. The Customer and/or the cardholder fail to comply with the operating and safety regulations;
- vi. The contractual performance by OMV/OIS becomes uneconomical, unreasonable, or impossible;
- vii. The Customer and/or the cardholder refuse to accept the AC charging station;
- viii. The Customer has provided incorrect information about their circumstances;
- ix. The Customer is in default, in whole or in part, with a payment arising from the contractual relationship with OMV/OIS or any other contractually agreed payment, and fails to fulfill their obligations despite being granted a 14-day grace period;
- x. The AC charging station is destroyed, stolen, or lost;

- xi. The Customer ceases business operations, relocates their residence or registered office abroad, or otherwise becomes incapable of acting or conducting business; or if the Customer's liability potential or financial situation changes (e.g., due to a change in legal form, loss or reduction of collateral, etc.);
- xii. After termination of the contract, the SIM card owned by OMV must be returned without delay to OMV Downstream GmbH, Attn: EV-Cards, Trabrennstasse 6-8, 1020 Vienna.

9.8 Liability and Warranty

The Customer confirms that they are aware of the characteristics of the AC charging station as well as the services associated with delivery, handover, operation, monitoring, remote troubleshooting, service, and maintenance. The warranty period for defects in the AC charging station and the services provided is 24 months from the handover or provision of the respective delivery or service. OMV/OIS does not provide any warranty for defects or damages resulting from improper operation—whether by the Customer, cardholder, or third parties—or due to wear and tear. All warranty claims shall lapse if any interventions are carried out at the respective AC charging station that are not authorized by OMV/OIS. The Customer and/or the cardholder undertake to inspect the AC charging station for transport damage immediately upon delivery and to report any transport damage without delay to the carrier and OMV/OIS. The Customer undertakes to ensure that any (transport) damage is noted by the carrier on the delivery note. Furthermore, the Customer and/or the cardholder are obliged to retain the delivery note or a copy of the delivery note. Defects in the AC charging station must be reported to OMV/OIS without delay and in writing. The provisions of § 377 UGB shall apply. The Customer is liable towards OMV/OIS for any disadvantages resulting from the omission or incompleteness of the inspection of the AC charging station. Upon delivery and handover of the AC charging station, benefits, burdens, and risk are transferred to the Customer. OMV/OIS is not liable to the Customer in connection with the planning, delivery, installation, operation, and maintenance of the AC charging station, nor for any disadvantages arising from its ownership, operation, or use. Liability on the part of OMV/OIS is excluded to the greatest possible extent permitted by law and, in any case, for slight negligence, consequential damages, production losses, operational downtime, lost or anticipated profits, or indirect damages. OMV/OIS is also not liable to the Customer for overvoltage originating from (or transmitted through) the power grid. The Customer is liable for damages caused by employees, other agents, consultants, and any subcontractors engaged by them to the same extent as if these damages had been caused directly by the Customer themselves. If claims are asserted against OMV/OIS by third parties in connection with the AC charging station, the Customer guarantees to indemnify and hold OMV/OIS harmless. The Customer undertakes to operate the charging station in accordance with the manufacturer's specifications. Billing is based on the handover protocols of the properly delivered goods.

9.9 Final Provisions

All taxes, fees, and charges arising from the conclusion of this contract or incurred through the delivery, handover and acceptance, commissioning, operation, and maintenance of the AC charging station shall be borne by the Customer. If OMV/OIS pays such taxes, fees, or charges, the Customer undertakes to reimburse OMV/OIS for the same without delay. The Customer confirms that they have obtained legal and tax advice prior to concluding the contract. OMV/OIS is entitled to assign individual claims arising from this contract or the contract itself to third parties.

10 Terms of Use for Filling with LNG at OMV Filling Stations with the OMV Card with ROUTEX Function

The OMV Card enables the Customer to fill their vehicle with LNG at OMV locations. LNG heavy goods vehicles only shall be filled.

OMV shall be entitled to refuse individual drivers admission to the filling station in the future and to end the filling process remotely if considered necessary for safety reasons in the event of repeated violation of the filling rules, damage to the equipment or if the safety of the equipment and users is at risk.

The Customer shall comply with the following filling rules:

- i. The Road Traffic and Parking Regulations as well as all locally communicated rules and prohibitions and rules for use shall be complied with.
 - ii. After filling, the driver shall leave the filling station without delay and vacate the filling space for the next vehicles.
 - iii. The filling station and equipment shall not be used for any other than their intended purpose.
 - iv. The Customer shall ensure that the drivers of LNG vehicles are instructed by a qualified person in the safe use of filling equipment. This instruction shall be documented in writing and forwarded to OMV before the first filling process. OMV shall provide suitable training material to this end (manual, video, as well as pictograms at the filling station).
 - v. The filling instructions (described in detail in pictograms at the filling station) shall be observed; in particular, the protective clothing required for filling shall be used without exception (visor, gloves, long pants, closed footwear). The hotline provided at the filling station will help with any questions on the technical operation.
 - vi. The equipment provided at the filling station (e.g., nozzles, hoses, compressed air) shall only be used for the intended purpose and with care, and the equipment or components thereof shall not be damaged.
 - vii. The Customer shall indemnify and release OMV/OIS from liability in respect of drivers who have not received instruction in operating the filling station. This shall apply, in particular, to the handling of the fuel hoses and the LNG dispenser, which shall be handled with care and in accordance with the filling instructions (without excessive force when frozen, drying before the filling process, etc.).
- Any interference with the equipment provided by OMV/OIS is not permitted. OMV/OIS shall not accept liability for damage caused by the improper, incorrect but also negligent use of the installations provided and devices on the part of the user.

11 Use of the OMV Cards to compensate CO₂ Emissions

The OMV Cards enable the Customer to compensate CO₂ emissions. The Customer shall provide OMV/OIS with the required form for all the documents and information necessary for compensating CO₂ emissions. OMV/OIS shall charge fees and service charges for this service in accordance with the applicable OMV Cards and Mobility Service Price List. The fees and service charges that OMV/OIS compensate for the CO₂ emissions can be adjusted unilaterally by OMV/OIS through written notification at any time. In the event of an adjustment of the subscription for the CO₂ balance, the Customer

shall have the right to terminate this additional service in writing by observing a notice period of one month to the last day of the month. The Customer shall also have this right to termination irrespective of a unilateral adjustment. The termination of this additional service shall not affect the remainder of the Card agreement; this shall continue to be effective. The CO₂ emissions balance is intended solely for the Customer's commercial use. The sale or transfer of the information and images on the climate protection projects procured with the certificate for payment is not permitted. These shall only be used for the Customer's own marketing purposes. The Customer shall indemnify and release OMV/OIS from liability in the event of violation.

12 Use of OMV's Online Platform

- 12.1 The Customer shall be granted access to the Online Platform that can be used by OMV/OIS among others to send price information and other notifications, invoices, and summary statements of account to the Customer. OMV and OIS reserve the right to change, suspend or discontinue the availability of the Online Platform at any time and without notice; OMV/OIS will make all reasonable efforts to inform the Customer in time. Access to price information, notifications, invoices, and summary statements of account via the Online Platform shall be free of charge. A service fee can be charged for access to other functions of the Online Platform.
- 12.2 Access to the Online Platform shall be by means of a username and password. Every user who accesses the Online Platform by entering their username and the correct password shall be considered as authorized by the Customer to access this session and/or all of the measures executed on the Online Platform. Clause 5.2, last sentence, shall apply analogously to the Customer's login information and their access to the Online Platform. The Customer shall be liable for any use of the Online Platform that is in breach of the contract or is otherwise fraudulent or unauthorized and shall indemnify and release OMV and OIS from liability in respect of any damage, cost and, expense incurred through such use.

13 Post-Pay Toll Processing

Definitions:

- "Devices" refers to technical equipment for toll payment purposes such as the EETS on-board unit (OBU), Go Box, and the like.
- "Device provider" refers to the company with which the Customer concludes a contract and places orders to obtain a device (i.e., OMV/OIS is a device provider in the case of OMV SmartToll Europe, Telepass Low-End, Telepass EU, TIS-PL Liber-t devices; the Go-Box is provided by ASFINAG).
- "Original supplier of devices/service partners" refers to tolltickets GmbH in the case of OMV SmartToll Europe, Telepass Low-End, Telepass EU, TIS-PL, and Liber-t devices. For other devices, the original supplier of devices is the device provider.
- "Toll Operators" refers to the entities responsible for the operation of the toll collection system of road/motorway networks.

OMV/OIS offers customers the opportunity to pay toll fees in Austria and other countries in the Post-Pay mode with the OMV Card.

The Customer confirms and declares that they shall pay OMV/OIS all OMV/OIS accounts receivable from the Customer, in particular (but not exclusively) from payments that were made using the OMV Card and/or devices and charged to the Customer, including toll transactions, fees, etc. The devices shall be provided by OMV/OIS or their service partners or by the toll operator. The Customer shall fulfill the obligation to install and use the devices in accordance with the conditions set by the device providers. With regard to the rules of conduct in the different toll networks, the Customer shall observe the terms and conditions and other agreements with the toll operator of the networks. OMV/OIS shall charge fees and service charges for this service in accordance with the most recent OMV Cards and Mobility Service Price List. The Customer shall immediately notify the device provider of the loss, theft or damage to any of the devices by providing the registration number of the affected vehicle and, if requested by OMV, send a copy of the police report to OMV.

The Customer shall bear the cost of the loss, theft or damage to these devices. The obligation of the Customer to promptly pay the card statement shall remain unaffected in this context. Invoicing for all goods and services purchased with the OMV Card shall start in the month following acceptance by OMV/OIS. The Customer shall direct all complaints and requests for information on charged toll fees to the device operator. The Customer shall provide OMV/OIS with all of the necessary toll registration documents for tolls. The Customer shall confirm the accuracy of the data provided and shall assume full liability for any discrepancies and criminal transactions. The Customer shall inform the OMV/OIS/toll operator in writing without delay of any changes in the contact or vehicle data (in particular, registration number and EURO emission class). Clause 5.4. ("Credit Limit") shall apply in full. If the limit is exceeded, OMV/OIS shall be entitled to block the OMV Cards (6.2) with immediate effect without further notification. From the time when the OMV Card is blocked, OMV/OIS reserves the right to block or deactivate the Customer's devices. The Customer acknowledges that blocked devices cannot be used to pay tolls and shall accept the liability of any consequences of such non-compliance (incl. penalties from the toll operator or the authorities). In the case of devices that are not provided by OMV/OIS, the Customer can contact the device provider to change the method of payment.

The Customer acknowledges that the devices received are activated and that the Customer shall be responsible for all transactions from when the devices are received as well as for correct installation in the vehicle. The Customer is responsible for any double toll transactions with other devices that are in the vehicle at the same time and shall ensure that any other devices are correctly switched off (depending on the manufacturer's instructions) or removed from the vehicle. In the event that the contract is terminated, the devices provided by OMV/OIS shall be returned by post to the original supplier of the device within two weeks at the Customer's expense. If requested by OMV/OIS, the Customer shall present evidence that the devices have been returned. In the case of other devices, the Customer shall either return the device to the device provider in compliance with the terms and conditions of the device provider (e.g., with regard to deadline and type of return) or implement a change of payment method with the device provider.

14 Card Issuer's Liability and Exclusion of Warranty

- 14.1 OMV and OIS shall be liable only for the proper delivery of goods and services if and to the extent that these goods and services are sold to the Customer in the name and for the account of OMV and OIS pursuant to clause 3.2; the liability of OMV and OIS shall be excluded in the event of slight negligence in any case.

- 14.2 Except for the provision set forth in clause 14.1, the liability of OMV and OIS shall be excluded to the greatest extent permitted by law. OMV and OIS shall thus accept no liability and shall offer no (express or implied) warranty for goods and services, the sale of which is, pursuant to clause 3.3, in the name and for the account of the operator of the Acceptance Point; OMV or OIS shall act only as debt collectors. In particular, OMV and OIS shall not be liable for the Customer's ability to obtain a refund of, or claim as pre-tax, any value added tax or excise duty or comparable tax levied on goods and services purchased directly from the operator of an Acceptance Point. With the exception of the cases mentioned in clause 14.1, all complaints, disputes and claims in connection with the provision of goods and services shall be resolved directly with the operator of the Acceptance Point. The obligation of the Customer to pay all of the amounts charged in invoices or summary account statements shall remain unaffected by any complaints, disputes, and claims made by the Customer.
- 14.3 Neither these GTC nor any provisions of the Contract shall constitute a joint and several liability of OMV and OIS, and such a joint and several liability of OMV and OIS in connection with claims pursuant to or associated with the Contract shall be expressly excluded.
- 14.4 Any liability of OMV and OIS for (direct or indirect) damage or loss that the Customer incurs (i) in connection with the refusal to (or continue to) provide goods or services pursuant to these GTC by OMV and OIS, (ii) due to or in connection with the confiscation, the blocking or the revocation of the OMV Cards pursuant to these GTC or (iii) through the failure of a Acceptance Point to accept or recognize the OMV Card (for whatever reason) shall be excluded to the greatest extent permitted by law.

15 Miscellaneous

- 15.1 The Customer confirms that the data they have provided is correct. The Customer shall bear sole responsibility for any damage resulting from incorrect data. The Customer shall inform OMV immediately of changes to their customer data (incl. company name, VAT ID number, registration data, business address, e-mail addresses, bank data, and other data which are important for the proper invoicing) as well as changes that can affect the financial situation of the Customer. If a customer-related change results in the transfer of the OMV Card to another legal entity, the prior written consent of OMV and OIS shall be required in order for the legal successor to continue using the OMV Card, which shall be granted under the condition that the Customer transfer all of the obligations from the contract to the legal successor and impose the same on them.
- 15.2 OMV/OIS reserve the right to unilaterally change the Contract (incl. these GTC and the agreed fees and charges) at any time. Any such change shall be considered to have the consent of the Customer if the Customer does not object to the same by registered post to OMV and OIS within one month of receiving the relevant notification. The notification to the Customer shall include a reference to the above-mentioned effect of deemed acceptance. In the event of an objection, the Contract shall be deemed terminated if an agreement cannot be reached between the Parties within one (1) month of receipt of the objection by OMV and OIS.
- 15.3 Unless otherwise specified in these GTC, all changes and amendments to the Contract as well as declarations and notifications formulated in connection with the Contract shall be in writing or in DocuSign or a similar electronic signature platform. In the latter case, the electronic signature shall be deemed to be given with the intention to be bound by the document so signed as if it had been signed personally, by hand (unconditional intent to be legally bound). Declarations and notices in connection with the Contract must be sent by registered mail if made in written form provided, however, that OMV/OIS may also make declarations and give notices in connection with the Contract by e-mail or through the Online Platform.
- 15.4 OMV may, in connection with the Contract, act (and in particular give and receive legal declarations and notices) in the name, for the account and on behalf of OIS, and vice versa.
- 15.5 If any individual provision of these GTC is or becomes ineffective in law, the effectiveness of the remaining provisions shall not be affected thereby. The ineffective provision shall be replaced by a legally effective provision that comes as close as possible to the intended economic effect of the ineffective provision.
- 15.6 OMV and OIS are entitled to transfer or assign some or all of their rights, obligations, claims, and receivables arising out of or in connection with the Contract to another OMV Group company, and the Customer expressly consents to such transfer and assignment. The transfer and assignment of rights, obligations, claims and receivables by the Customer shall be excluded to the extent permitted by law, unless OMV or OIS have expressly agreed to it in writing in advance. "OMV Group" shall mean OMV Aktiengesellschaft and all companies in which OMV Aktiengesellschaft holds a direct or indirect participating interest.
- 15.7 The place of performance for the provision of all goods and services that the Customer purchases shall be the respective Point of Acceptance. For goods and services purchased via internet platforms, the place specified in the GTC of the respective service provider shall be the place of performance. All legal relationships between the Customer and OMV and OIS with regard to the OMV Card shall be governed exclusively by Austrian law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and the conflict-of-laws rules.
- 15.8 Any dispute arising out of or in connection with the Contract, incl. in relation to its validity and termination, shall be referred exclusively to the competent courts of Vienna, Inner City, Austria. However, OMV and OIS shall also be entitled to bring action against the Customer at the court having jurisdiction at its residence, place of business, or any other admissible legal venue.
- 15.9 The Customer shall, for the duration of the contractual relationship with OMV/OIS, undertake to handle their individual contractual terms such as prices, service fees, and transaction data in strict confidence ("confidential information"), unless such information is publicly known or they are obliged to disclose it due to mandatory laws or mandatory official or court orders. The Customer shall not disclose the confidential information to third parties or utilize it for commercial purposes without the approval of OMV/OIS. In the event that a Customer violates their confidentiality obligations, OMV/OIS reserves the right to claim any resulting damages in a court of law.