

AGREEMENT NO. «Klienta_konta_Nr»
ON ELECTRIC VEHICLE CHARGING SERVICES WITH POST-PAYMENT

Riga

«Līguma_noslēgšanas_datums_aabbcccc»

Latvenergo	
Name:	Public Limited Company Latvenergo
Unified Registration No.:	40003032949
VAT Registration No.:	LV40003032949
Registered office:	Pulkveža Brieža iela 12, Riga, LV-1230, Latvia
Person(s) signing the Agreement on behalf of Latvenergo:	«Paraksttiesīgs_KAAC_vai_VIP_KAV_Nr2»
Document certifying the signatory authority of the person(s):	Power of attorney No. 2024-01VD00-05/66 dated 14 March 2024
Contact information:	«Darbinieka_Vārds_Uzvārds » «KC_vai_VIP_KAV_telefons»; «KC_vai_VIP_KAV_epasts»
Customer self-service portal:	www.elektrum.lv
Customer	
Name, surname:	"Customer's name and surname"
Personal identity number:	«Klienta_personas_kods»
Declared residential address: <i>Additional residential address:</i>	«Klienta_deklarētās_dzīvesvietas_adrese» "Specify if necessary"
Phone, e-mail:	Phone: «Klienta_telefons»; e-mail: «Klienta_epasts»

hereinafter jointly referred to as the Parties, without mistake, fraud or duress, have entered into the following Agreement (hereinafter – the Agreement):

1. Object of the Agreement

1.1 *Latvenergo* shall provide the Customer with electric vehicle charging service with post-payment.

1.2 The electric vehicle charging service shall be provided under the terms published in the Customer self-service portal elektrum.lv of *Latvenergo*, Portal Terms of Use, in the Mobile Application, Electric Vehicle Charging Service Terms of Use, under the Mobile Application Terms of Use and the terms and conditions hereof.

1.3 The electric vehicle charging service shall be provided at all electric vehicle charging stations indicated in the Mobile Application.

1.4 The right to receive the electric vehicle charging service paid by the Customer to *Latvenergo* under the terms and conditions hereof shall arise for the Customer as the main user of the Customer's user account (hereinafter – the Main User) of *Latvenergo* customer electronic self-service portal (hereinafter – the Portal) upon the conclusion hereof, whereas the Customer may grant such rights to an additional user (hereinafter – the Additional User) via the Portal or by contacting *Latvenergo* in writing. The Customer shall be responsible for updating the data of the Additional Users indicated in the Portal. It shall be deemed that electric vehicle charging carried out by the Main User and the Additional User to whom the Customer has granted electric vehicle charging rights (hereinafter collectively referred to in the singular as the User, and in the plural as the Users) is carried out by the Customer.

2. Rights and Obligations of the Parties

2.1 *Latvenergo* Obligations:

2.1.1 provide the Customer with the postpaid electric vehicle charging service specified herein;

2.1.2 by the 15th day of the following month, issue and send electronically and/or make available in the Portal to the Customer an electronically prepared invoice, being valid without a signature, for the electric vehicle charging service received by the Customer. The billing period shall be one calendar month, unless the Parties have agreed otherwise. Invoice information shall be sent to the e-mail address indicated in the Customer's application or, if an agreement for the supply of electricity and/or natural gas has been concluded between the Customer and *Latvenergo*, to the email address indicated in the electricity and/or natural gas trading agreement. Sending the invoice by post shall be considered as an additional service within the meaning hereof;

2.1.3 if the Customer has made advance payments before the invoice is issued and sent, then *Latvenergo* shall reduce the amount payable under the issued invoice by the amount paid in advance;

2.2 Customer Obligations:

2.2.1 make payment to *Latvenergo* for the received electric vehicle charging service;

2.2.2 by the deadline indicated in the invoice, pay in full the issued *Latvenergo* invoices, covering the costs of transferring the funds to *Latvenergo*. The invoice payment date shall be the day on which the full payment amount indicated in the invoice

is credited to the bank account of *Latvenergo*. If the last day of the term falls on a holiday, the last day for payment shall be the next business day;

2.2.3 immediately inform *Latvenergo* if the invoice for the electric vehicle charging service received in the previous month has not been received in due time (by the 15th day of the following month);

2.2.4 immediately, but no later than within 10 (ten) calendar days, inform in writing *Latvenergo* on any change to one's address, e-mail address, phone number and other particulars material to the performance of the Agreement, including, but not limited to, changes to the Customer's first name, surname and personal identity number. A Customer who has failed to comply with the notification obligation set out in this clause shall acknowledge the risks and consequences arising from non-compliance with this provision and assume responsibility for all actions taken using inaccurate or outdated information. If the Customer fails to comply with the provisions of this clause, it shall be deemed that *Latvenergo* has fully performed its obligations by using the Customer information indicated in the Agreement;

2.2.5 reimburse *Latvenergo* for amounts relating to the received electric vehicle charging service carried out in the name of the Customer or the Users until the moment when the Customer has informed *Latvenergo* on unlawful electric vehicle charging, and the granted electric vehicle charging rights have been cancelled for the Customer or the User in whose name the unlawful electric vehicle charging was carried out;

2.2.6 ascertain the current postpaid customer price reduction thresholds *Elektrum* in the *Elektrum* portal for the specific calendar month when the Customer has carried out charging sessions;

2.2.7 immediately vacate the electric vehicle charging station upon completion/interruption of the electric vehicle charging process;

2.2.8. bring to the attention of the Additional User the Electric Vehicle Charging Service terms of use specified in Part II, Clause 1.2 hereof, as well as inform the Additional User on the transfer of one's personal data to *Latvenergo* (if applicable), ensuring the lawfulness of such transfer of personal data, and in the event of changes, update the data of the Additional Users in the Portal;

2.2.9 within 72 (seventy-two) hours verify the contact details indicated in remote communication (e-mail address, phone number) in order to *Latvenergo* make sure that the contact information indicated by the Customer is correct and ensure that the information sent by *Latvenergo* is received by the Customer. When the Customer has confirmed the accuracy of the contact details, *Latvenergo* is entitled to use it in further communications with the Customer. If the Customer does not verify the contact information, *Latvenergo* shall have the right to unilaterally change the method of receiving billing and communication information, for example by using the postal address specified in the Agreement for further communication with the Customer. Under this Clause, the Customer shall be

informed that receiving billing information at a postal address and/or phone number is a paid service in accordance with *Latvenergo* price list published on the website.

2.3 Latvenergo Rights:

2.3.1 from the amounts received from the Customer for payment of invoices, before crediting them towards the current payment, *Latvenergo* may first settle default interest (if any) and the debt for the received electric vehicle charging service (if any);

2.3.2 set a monetary limit for the Customer within which the electric vehicle charging service is provided during the billing period and, upon exceeding it, *Latvenergo* is entitled to request prepayment, a security deposit, payment of issued invoices or refuse to provide services under the terms and conditions hereof;

2.3.3 refuse to conclude the Agreement without explaining the reason for refusal;

2.3.4 charge the Customer the fee specified in the *Mobile* application for blocking the electric vehicle charging station if the electric vehicle charging station was not vacated within the period specified in Clause 2.2.7 hereof upon completion/interruption of the electric vehicle charging.

2.4. Customer Rights:

2.4.1 submit *Latvenergo* a claim regarding the issued *Latvenergo* invoice within 10 (ten) calendar days from the date of issue of the invoice. If the claim is recognised as justified, invoice adjustments and final settlements between the Parties shall be made;

2.4.2 in the Portal or by submitting a separate application to *Latvenergo*, revoke the rights granted to Users to receive the electric vehicle charging service;

2.4.3 exercise its withdrawal and other rights applicable hereto as set out in Cabinet Regulation No. 255 of 20 May 2014 "Regulations Regarding Distance Contracts";

2.4.4 receive from *Latvenergo* the information prescribed by laws and regulations, including information on the processing of personal data and the exercise of its rights.

3. Settlements and Additional Services

3.1 The Customer shall pay *Latvenergo* for the electric vehicle charging service under the prices in force at the time and place of receipt of the electric vehicle charging service, information whereon shall be available in the *Mobile* application.

3.2 The Parties agree that, where the Customer receives from *Latvenergo* a monthly invoice for consumed electricity and/or natural gas, the payments to be made under this Agreement shall be included in and sent to the Customer together with the invoice for consumed electricity and/or natural gas. The Parties agree that all received payments shall first be applied to *Elektrum* obligations under the product/service purchase agreement (if the Customer has several such agreements, the payments shall be applied sequentially at the creditor's discretion), then to the obligations under the electricity and/or natural gas trading agreement and then to the additional services provided by *Elektrum* (if the Customer receives several additional services, the payments shall be applied sequentially at the creditor's discretion).

3.3 Due to payment adjustments (recalculations), a recalculation/adjustment for the previous billing period may be included in the invoice for the next billing period.

3.4 *Latvenergo* may apply to the Customer a postpaid customer price reduction to the publicly available electric charging price *Elektrum Drive* at *Elektrum Drive* electric vehicle charging stations under the available information on the current postpaid customer price reduction thresholds in the *Elektrum* portal.

3.5 The amount of the postpaid customer price reduction thresholds applicable to *Latvenergo* Customer shall be calculated taking into account only those charging sessions carried out at *Elektrum Drive* electric vehicle charging stations. Such stations shall be marked in orange in the *Mobile* application and *Elektrum* portal.

3.6 The postpaid customer price reduction for the electric vehicle charging service shall not apply at the *Elektrum Drive* stations of cooperation partners and other networks, being marked in blue in the *Mobile* application and *Elektrum* portal, as well as at limited-access stations, being marked in dark grey in the *Mobile* application and *Elektrum* portal.

3.7 The amount of the postpaid customer price reduction applicable to the Customer within the countries of residence and non-residence shall be granted on the basis of the threshold reached in the previous calendar month, as determined by the volume of electric vehicle charging in MWh/month.

3.8 When charging an electric vehicle in a non-resident country, an electronic invoice prepared by the service provider for the carried out charging and available to the Customer in the *Mobile* application shall not be paid, and the Customer agrees that the invoice shall be paid by *Latvenergo*. In turn, the Customer shall pay for electric vehicle charging sessions carried out in the Customer's country of residence and non-residence country under the issued consolidated invoice of *Latvenergo*.

4. Liability and Sanctions

4.1 In the event of delay in payment of the Invoice, the Customer shall pay *Latvenergo* default interest at the rate of 0.15% per each day of delay.

4.2 In the event of delay in payment of the Invoice, *Latvenergo* shall have the right to unilaterally suspend the provision of the postpaid electric vehicle charging service to the Customer and Users, as well as to resume the provision of this service upon payment of the Invoice.

4.3 *Latvenergo* shall not be liable for any losses incurred by the Customer if a third party connects to and uses the Portal or the *Mobile* application and/or receives the services specified in this Agreement using the electronic identification means available to the Customer or the user.

4.4 The Party at fault shall be liable to the other Party for direct losses incurred by the other Party as a result of the non-performance or improper performance of the Agreement due to the fault of the Party at fault.

5. Agreement Terms and its Early Termination

5.1 The Agreement shall enter into force at the moment when the Customer has received a confirmation e-mail

from *Latvenergo* on the Agreement entering into force and shall remain in force for an indefinite period.

5.2 The Agreement may be terminated by mutual written agreement of the Parties or under the procedure set out herein.

5.3 Each Party shall have the right to terminate the Agreement at any time by giving the other Party at least 5 (five) working days' prior written or oral notice.

5.4 *Latvenergo* shall have the right, upon prior notice to the Customer, to terminate the Agreement if:

5.4.1 during the term of the Agreement, the Customer has delayed payment of the current invoice or any other payment specified herein by at least 10 (ten) days;

5.5 *Latvenergo* shall have the right, without prior notice, to restrict the services specified herein to the Customer until the resumption of service provision or termination of the Agreement, if:

5.5.1 the Customer breaches the provisions hereof or any of the terms and conditions set out in Clause 1.2;

5.5.2 the Customer has received the electric vehicle charging service in excess of the monetary limit set for the Customer, the paid security deposit or the amount paid in advance;

5.5.3 the Customer's data have been entered in debt history and/or credit information databases registered under the procedure laid down by laws and regulations, and/or information is available that gives rise to reasonable doubts as to the Customer's good faith in performing obligations or the Customer's ability to perform one's obligations.

5.6 In any case where the Agreement is terminated, the Customer shall pay *Latvenergo* the issued invoices for the received electric vehicle charging service up to the moment of termination hereof.

6. Processing of Personal Data

6.1 *Latvenergo* as a controller, shall process the Customer's personal data to the extent necessary for the performance hereof. Information on the processing of the Customer's personal data is set out in the document "Principles for the Processing of Personal Data When Using the Electric Vehicle Charging Service", which is available at <https://www.elektrum.lv/lv/noteikumi/personas-datu-apstrades-principi-izmantojot-elektrotransporta-uzlades-pakalpojumu/> and "Principles for the Processing of Customers' Personal Data", which is available on *Latvenergo* website www.latvenergo.lv/dati.

6.2 In communication, including remote communication (using e-mail, phone or another means of distance communication under Clause 6.5) *Latvenergo* shall identify a natural person by the following identifiers: 1) the Customer's first name and surname, 2) the Customer's personal identity number, 3) the number of the concluded Agreement (hereinafter – IDENTIFIERS). If a natural person provides the necessary IDENTIFIERS, *Latvenergo* shall be entitled to serve them as the Customer or as a person authorised by the Customer in accordance with the IDENTIFIERS, including, but not limited to, providing information on the Agreement terms and conditions and their performance, as well as settlement information. A person authorised by the Customer

(in accordance with the IDENTIFIERS) shall have no right to terminate the Agreement, conclude a payment plan or amend such Customer data as first name, surname and personal identity number on behalf of the Customer.

6.3 If the Customer wishes to increase the security of the processing of one's personal data in communication, including remote communication, with *Latvenergo*, the Customer may apply for and receive a unique identifier – a password – at www.elektrum.lv. If the Customer has chosen a password, *Latvenergo* in communication, including remote communication, shall identify the person only by the password. If a natural person provides the password, *Latvenergo* shall be entitled to serve them as the Customer or as a person authorised by the Customer under the password, including, but not limited to, providing information on the Agreement terms and conditions and their performance, terminating the Agreement, concluding a payment plan and amending such Customer data as first name, surname and personal identity number.

6.4 The Customer shall ensure that the IDENTIFIERS and/or the Customer's password do not come into the possession of third parties; the Customer shall be responsible for any consequences incurred by the Customer as a result of the actions of third parties who have become aware of the IDENTIFIERS and/or the password.

6.5 At the Customer's initiative, the exchange of information (including the exchange of information containing personal data) may take place via means of distance communication chosen by the Customer and provided by *Latvenergo*, for example, online communication channels, *Latvenergo* online chat or virtual assistant.

6.6 *Latvenergo* shall be entitled to record phone conversations and other oral/written communication between the Customer and *Latvenergo* that has taken place, including carrying out video surveillance, in order to substantiate and prove the facts of the conclusion and performance of the Agreement and the processing of personal data for the protection of the legal interests of the Parties, including the protection of persons and property, service provision and quality control, for the purpose of evidencing communication.

6.7 *Latvenergo* shall be entitled to transfer the Customer's information to its cooperation partners (processors) for the purpose of ensuring the performance of the obligations under this Agreement.

6.8 *Latvenergo* shall have the right to transfer, request and receive the Customer's personal data from third parties for the performance of this Agreement, for the provision of the service and for the fulfilment of obligations laid down in laws and regulations.

6.9 When concluding and performing the Agreement, *Latvenergo* shall be entitled to monitor settlements and payment performance and to carry out debt management.

6.10 *Latvenergo* shall have the right, prior to establishing a transactional relationship, to carry out a creditworthiness check of the Customer using the databases of credit

information bureaux in order to assess the Customer's obligations and discipline in fulfilling thereof.

6.11 Under this Clause of the Agreement, the Customer is informed that, if the Customer fails to make payments in accordance with the Agreement terms and conditions, their personal data may, following prior warning, be transferred to a debt recovery service provider (processor) for debt recovery. A debt recovery service provider, when providing extrajudicial debt recovery services under the provisions of the Law on Extrajudicial Recovery of Debt, shall act as an independent controller.

6.12 Under the procedure laid down in laws and regulations, *Latvenergo* shall be entitled to provide and enter information regarding the debt and the Customer, including the Customer's personal data, in registered debtor and credit history databases and to transfer it to credit information bureaux if the Customer has not duly performed the payment obligations specified in the Agreement.

7. Right of Withdrawal

7.1 The Customer shall have the right to withdraw from this Agreement within 14 days without any reason. The withdrawal period shall expire after 14 days from the date of conclusion of the Agreement (i.e. from the day on which the Customer received from *Latvenergo* the e-mail referred to in Clause 5.1 of the Agreement).

7.2 In order to exercise the right of withdrawal, the Customer must send *Latvenergo* an unequivocal notice of the exercise of the right of withdrawal. The notice may be sent by post to Viskāļu iela 16, Rīga, LV-1026, Latvia, or by e-mail to: klientu.serviss@elektrum.lv or by Elektrum Customer Service phone 8400.

7.3 In order to meet the withdrawal deadline, it is sufficient for the Customer to send the notice concerning the exercise of the right of withdrawal to *Latvenergo* before the expiry of the withdrawal period.

7.4 If the Customer withdraws from this Agreement, *Latvenergo* shall reimburse the Customer for all payments received from the Customer, if any, without undue delay and in any event no later than 14 days from the day on which *Latvenergo* was informed on the Customer's decision to withdraw from this Agreement. The reimbursement shall be made using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise. In any event, the Customer shall not incur any fees as a result of such reimbursement.

7.5 By concluding this Agreement and commencing receipt of electric vehicle charging services under the terms hereof, the

Customer has thereby requested that the provision of services begin during the withdrawal period. Therefore, the Customer shall pay *Latvenergo* an amount being proportionate to the part of the Agreement performed until the time when the Customer informed *Latvenergo* on the exercise of the right of withdrawal.

8. Other Provisions

8.1 All notices, consents and confirmations related to the Agreement shall be made in writing, using means of distance communication, orally or in another manner specified herein.

8.2 *Latvenergo* shall have the right to unilaterally amend the Agreement terms and conditions by informing the Customer thereon via e-mail and ensuring the Customer's right to read the relevant amendments at least 30 (thirty) days before they enter into force. If the Customer does not agree to the amendments to the Agreement terms and conditions, the Customer has the right to unilaterally withdraw from the Agreement until the date they enter into force by notifying *Latvenergo* and fulfilling the obligations arising from the Agreement under the procedure set out herein. If *Latvenergo* has not received from the Customer a notice of unilateral withdrawal from the Agreement by the day of coming into force of the Agreement terms and conditions, the Customer shall be deemed to have agreed to the amendments made and to undertake to observe and comply with them.

8.3 If the Customer wishes to change the Agreement contact details or the method of receiving the invoice during the term of the Agreement, the Customer may register such changes in the Portal. If the Customer has requested such changes via phone, e-mail or another means of distance communication chosen by the Customer and provided by *Latvenergo*, then *Latvenergo* shall also update the details in the customer electronic self-service portal.

9. Settlement of Disputes

9.1 The Customer shall submit questions and complaints regarding the performance of the Agreement to *Latvenergo* by sending them to the address Viskāļu iela 16, Rīga, LV-1026, Latvia, or by e-mail to: klientu.serviss@elektrum.lv or by phone 8400. *Latvenergo* shall ensure a response to be provided under the procedure laid down in the Law on Submissions.

9.2 Any dispute which has arisen during the execution of the Agreement and which cannot be settled by mutual negotiations of the Parties shall be settled in a general court according to jurisdiction and in accordance with the procedure provided for in the applicable legislation of the Republic of Latvia.

Latvenergo

Customer

(name, surname, signature)

(name, surname, signature)

(name, surname, signature)