

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

Rīga

«Līguma_noslēgšanas_datums_aabbcccc»

Latvenergo	
Name:	Public Limited Company Latvenergo
Unified registration No.:	40003032949
VAT registration No.:	LV40003032949
Registered office:	Pulkveža Brieža iela 12, Rīga, 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» Phone: «KC_vai_VIP_KAV_telefons»; e-mail: «KC_vai_VIP_KAV_epasts»
Customer self-service portal:	www.elektrum.lv
Customer	
Name:	«Klients_vārds_un_uzvārds»
Unified registration No.:	«Klienta_personas_kods»
VAT registration No.	VAT registration number
Registered office:	«Klienta_deklarētās_dzīvesvietas_adrese»
Person signing the Agreement on behalf of the Customer	«Līgumam_Klienta_pilnvarpersona_Vārds_Uz»
Document certifying the person's signatory authority:	«Līgumam_klienta_pilnvarpersonas_pilnvara»
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):

Part I - BASIC TERMS

1.1	Method of receipt of billing information:	To the Customer's e-mail address: xxx@xxx.xx * The fee for sending billing information shall be determined under the price list published on www.elektrum.lv .
1.2	Invoice payment term:	"xx" days after the invoice is issued.
1.3	Default interest for late payment:	"xx" for each day of delay

2. Special Terms

2.1 The Parties shall agree that, within this Agreement, the Customer receives electric vehicle charging services using this Agreement's *Elektrum Drive app* and/or the charging card (hereinafter – the Authentication Means) issued by Latvenergo to the Customer.

2.2 The delivery and acceptance of the Authentication Means shall be effected by both Parties signing the delivery and acceptance statement on the Authentication Means issued to the Customer (Appendix No. 1 to the Agreement). If additional Authentication Means are issued or their list changes, the Parties shall agree to add the relevant supplementary delivery and acceptance statement as a constituent part of Appendix No. 1 to the Agreement. Each such supplementary statement shall be numbered in chronological order, signed by both Parties and shall become an integral part of the Agreement without the need to make separate amendments to the Agreement.

2.3 It is prohibited to damage, alter, clone, copy, modify, emulate, decrypt, read or otherwise obtain or use without authorisation the data, identifiers or other related technical parameters of the Authentication Means. The Customer shall not take any action that may affect the security, integrity or proper operation of the Authentication Means, its reader or the related authentication infrastructure.

PART II – GENERAL PROVISIONS

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 Portal Terms of Use published by Latvenergo in the customer self-service portal *elektrum.lv*, the Terms of Use of the Electric Vehicle Charging Service, the terms of use of *Elektrum Drive* application and the terms of this Agreement.

1.3. The electric vehicle charging service shall be provided at the electric vehicle charging stations displayed in the *Elektrum Drive* application. The Customer shall receive the electric vehicle charging service by using one and/or both of the electric vehicle charging service access methods listed below:

1.3.1. *Elektrum Drive* application;

1.3.2. charging card issued by Latvenergo. The Customer shall be assigned several charging cards, each shall be assigned its own unique identifier.

1.4 The Customer's right to carry out electric vehicle charging as the main user of the Customer's user account (hereinafter – the Main User) shall arise upon conclusion of this Agreement and receipt of the Authentication Means, whereas the Customer may grant such rights to an additional user (hereinafter – the Additional User) in the customer electronic self-service portal (hereinafter – the Portal) or by submitting an application to Latvenergo. 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.

1.5 By agreement with Latvenergo, the Customer shall also be entitled to choose other additional services offered by Latvenergo. The types of available additional services, their price, as well as the procedure for discontinuing the use of additional services, shall be available at www.elektrum.lv.

2. Rights and Obligations of the Parties

2.1. All obligations and rights laid down in the applicable laws and regulations shall be binding on the Parties insofar as they are not specifically provided for in this Agreement.

2.2. Latvenergo Obligations:

2.2.1. to provide the Customer with the post-payment electric vehicle charging services specified in this Agreement;

2.2.2. to keep records of the volume of the electric vehicle charging service provided to the Customer by charging station, charging time, volume, price per kilowatt-hour and/or minute, total charging amount and the Authentication Means used;

2.2.3. to publish the current post-payment customer price reduction thresholds in the *Elektrum* portal and grant Customers the corresponding post-payment customer price reduction;

2.2.4. to issue and send electronically and/or make available in the *Elektrum* portal to the Customer an electronically prepared invoice, which shall be valid without a signature, for the electric vehicle charging service received by the Customer by the 15th day of the following month. The billing period shall be one calendar month. Sending the invoice by post shall be considered as an additional service within the meaning hereof;

2.2.5. if the Customer has made advance payments before the invoice is issued and sent, Latvenergo shall reduce the amount due under the invoice to be sent by the amount paid in advance.

2.3. Customer Obligations:

2.3.1. to make payment to Latvenergo for the electric vehicle charging sessions carried out under the terms of this Agreement;

2.3.2. to pay in full the invoices issued by Latvenergo within the time limit specified in the Agreement, covering the costs of transferring 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;

2.3.3. to notify Latvenergo immediately if an invoice for the electric vehicle charging services received in the previous month has not been received in due time (by the 15th day of the next month);

2.3.4. to notify Latvenergo immediately, but no later than within 10 (ten) calendar days, in writing (in paper or electronic form), of any change in name, registered address, e-mail address, phone number and other particulars material to the performance of the Agreement, including, but not limited to, changes in the personal data of authorised signatories and users. The Customer who has failed to fulfil 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, Latvenergo shall be deemed to have fully performed its obligations by using the Customer information specified in the Agreement;

2.3.5. reimburse Latvenergo for the amounts relating to electric vehicle charging sessions carried out in the name of the Customer or users until the moment when the Customer has informed Latvenergo of the 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;

2.3.6. ensure that the Authentication Means are stored in such a way that the Authentication Means is not kept at a high temperature or near strong electromagnetic fields, and protect the Authentication Means from mechanical damage;

2.3.7. familiarise its employees and/or customers (the actual users of the Authentication Means) with the rules on usage of the Electric Vehicle Charging Service specified in Part II, Clause 1.2 of this Agreement;

2.3.8. inform Latvenergo immediately by telephone on 67728788 if the Authentication Means have been lost, stolen or otherwise come into the possession of a third party, as well as on any technical or other issues related to the use of the Authentication Means. The Customer shall pay Latvenergo for the electric vehicle charging service during the period when the Authentication Means have been lost, stolen or otherwise come into the unauthorised possession of third parties and the Customer has not notified Latvenergo thereof;

2.3.9. immediately vacate the electric vehicle charging station after completion/interruption of the electric vehicle charging process;

2.3.10. verify the current post-payment customer price reduction thresholds in the *Elektrum* portal for the specific calendar month in which the Customer has carried out charging sessions;

2.3.11. inform contact persons and other Customer employees involved in the performance of the Agreement, including users,

about the transfer of personal data to Latvenergo; ensure the lawfulness of such transfer of personal data, and, in the event of changes, inform Latvenergo in writing and/or update the data in the *Elektrum* portal.

2.4. Latvenergo Rights:

- 2.4.1. from the amounts received from the Customer for the invoices, before crediting them towards the current payment, Latvenergo may first settle default interest (if any) and any debt for the received electric vehicle charging service;
- 2.4.2. Latvenergo shall be entitled to set a monetary limit for the Customer within which electric vehicle charging services are provided during the settlement period, and, if such limit is exceeded, Latvenergo shall be entitled to request prepayment, a deposit, payment of issued invoices or refuse to provide services under the terms of this Agreement;
- 2.4.3. require the Customer to pay the fee specified in the *Elektrum Drive* app for blocking the electric vehicle charging station if the electric vehicle charging station is not vacated within the time limit specified in Clause 2.3.9 of the Agreement after completion/interruption of the electric vehicle charging process.

2.5. Customer Rights:

- 2.5.1. submit a claim to Latvenergo on an invoice issued by Latvenergo within 10 (ten) calendar days from the date of issue thereof. If the claim is recognised as justified, invoice adjustments and final settlements between the Parties shall be made;
- 2.5.2. cancel the electric vehicle charging rights granted to users in the portal or by submitting a separate application to Latvenergo;
- 2.5.3. transfer the Authentication Means for use to the Customer's employees and/or customers, assuming full responsibility for it towards Latvenergo. The Customer shall not transfer the Authentication Means to third parties not specified in this Clause. The Customer shall ensure that the Authentication means does not come into the possession of any other third parties and that it is not cloned or copied;
- 2.5.4. request the replacement of a lost, stolen or, as a result of the Customer's actions, damaged charging card with a new charging card, if the Customer has submitted an application to Latvenergo for replacement of the charging card. The fee for replacement of the charging card shall amount to EUR 5.00 (five euro and 00 cents) excluding value added tax, which the Customer shall pay in accordance with an invoice issued by Latvenergo.

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 *Elektrum Drive* app.

3.2 The Parties agree that, where the Customer receives from <cf>Latvenergo</cf> 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 post-payment customer price reduction from the publicly available electric charging price at *Elektrum Drive* electric vehicle charging stations in accordance with the available information on the current post-payment customer price reduction thresholds in *Elektrum* portal.

3.5 The amount of the post-payment customer price reduction applicable to the Customer by Latvenergo shall be calculated taking into account only those charging sessions carried out at *Elektrum Drive* electric vehicle charging stations. These stations shall be marked in orange in *Elektrum Drive* app and in *Elektrum* portal.

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

3.7 The post-payment 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 in a non-resident country, the Customer shall be provided with an electronic invoice in *Elektrum Drive* app prepared by the service provider for the electric vehicle charging carried out, which does not need to 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 the default interest specified in Part I of the Agreement for each day of delay.

4.2 Latvenergo has the right, without additional notice, to restrict the provision of the post-payment electric vehicle charging service to all users of the Customer if the Customer delays payment of the invoice by more than 5 (five) calendar days after its due date. In such case, Latvenergo has the right to deactivate the Authentication Means issued to the Customer.

4.3 Latvenergo shall not be liable for losses incurred by the Customer if a third party connects to and uses the Portal or *Elektrum Drive* app and/or receives the services specified in this Agreement using the Authentication 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 upon its signing 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 of the Parties shall have the right to terminate the Agreement at any time by giving the other Party at least 5 (five) working days' prior written notice.

5.4. Latvenergo shall have the right to terminate the Agreement if:

- 5.4.1. during the term of the Agreement, the Customer has delayed payment of a current invoice by at least 10 (ten) days;
- 5.4.2. international or national sanctions have been imposed on

the Customer pursuant to the Law on International Sanctions and National Sanctions of the Republic of Latvia, or sanctions imposed by the European Union or a Member State of the North Atlantic Treaty Organisation affecting significant financial and capital market interests if, as a result, it is impossible to perform the Agreement or part thereof;

5.4.3. the Customer's data have been entered in debt history and/or credit information databases in accordance with the procedure laid down in laws and regulations, and/or Latvenergo has other reliable information giving rise to justified doubts as to the Customer's good faith in the performance of obligations or the Customer's ability to fulfil the obligations specified in the Agreement.

5.5. In any case where the Agreement is terminated under Part II, Clauses 5.2 – 5.4 of the Agreement, the Customer shall pay the invoices issued by Latvenergo for the electric vehicle charging service received prior to the termination of the Agreement.

5.6. Upon termination of the Agreement, Latvenergo shall immediately deactivate the Authentication Means issued to the Customer during the term of the Agreement, but no later than within 1 (one) working day after the date of termination of the Agreement. The Customer shall, within 5 (five) business days following termination of the Agreement, irreversibly destroy the issued charging cards, ensuring that they are technically unusable. The Customer shall be liable for any consequences arising from the improper use of the Authentication Means or failure to destroy them following termination of the Agreement.

Processing of Personal Data

6.1. For the purpose of ensuring the performance of the Agreement terms, including the exchange of information, as well as fulfilling the legal obligations applicable to the Parties and pursuing the legitimate interests of the Parties, the Parties shall have the right to process personal data of natural persons obtained from the other Party (for example, data of the Parties' contact persons and/or users), in compliance with the requirements laid down in legal acts for the processing and protection of such data, including, but not limited to, the requirements of the General Data Protection Regulation ((EU) 2016/679).

6.2. The Party that transfers personal data of natural persons to the other Party for processing shall be responsible for ensuring the legal basis for the processing of the personal data of the relevant data subjects, for informing the data subjects and for complying with other requirements arising from the General Data Protection Regulation in relation to the disclosure of personal data to the other Party.

6.3. Latvenergo shall have the right to record phone conversations and other oral/written communications between the Customer's authorised representatives, including employees, and Latvenergo, including by 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 for the protection of persons and property, service provision, quality control and the purpose of evidencing communications.

6.4. At the initiative of the Customer's authorised representatives, including employees, the exchange of information (including the exchange of information containing personal data) may take place via remote means of communication available to the Parties, for example, online communication channels, Latvenergo's online chat or with the assistance of a virtual assistant.

6.5. Latvenergo shall have the right to request, receive and transfer information concerning the Customer's authorised representatives, including employees, to third parties and its cooperation partners

(processors) for the performance of this Agreement, the provision of the service and the fulfilment of obligations laid down in legal acts.

7. Other Provisions

7.1. The Parties undertake not to disclose or disseminate the provisions of the Agreement or other information, which is obtained during the fulfilment of the Agreement, to any third parties without consent of the other Party, with the exception of cases stipulated in the Agreement and/or where appropriately compiled data are provided in order to ensure market operation, issue of invoices, credit control, debt recovery, as well as in other cases when disclosure of information is required by the applicable legislation.

7.2. Latvenergo shall have the right to unilaterally amend the Agreement terms, by informing the Customer in advance of the relevant amendments by sending a notice to the e-mail address indicated by the Customer. The Customer shall be granted the right to read the amendments at least 30 (thirty) days before their planned effective date. 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, by the effective date of the amendments to the Agreement terms, Latvenergo has not received a notice from the Customer on the unilateral withdrawal from the Agreement, the Customer shall be deemed to have agreed to the amendments made and to undertake to comply with and perform them.

7.3. If, during the term of the Agreement, the Customer wishes to change the Agreement contact information and/or the method of receipt of invoices, the Customer may register such changes in Latvenergo's electronic customer self-service portal. If the Customer has notified on such changes by phone, by e-mail or by using another remote means of communication chosen by the Customer and available by Latvenergo, then Latvenergo shall also reflect them in the electronic customer self-service portal. Such amendments to the Agreement terms shall enter into force when Latvenergo issues and sends the Customer an invoice in accordance with the changes registered by the Customer in Latvenergo's customer self-service portal, provided that Latvenergo has not received from the Customer a complaint regarding non-receipt of the invoice in the manner specified in Part II, Sub-clause 2.5.1 of the Agreement.

7.4. By this clause of the Agreement, the Customer shall be informed that, if it fails to make payments in accordance with the Agreement terms, information on the Customer may, following prior warning, be transferred to a debt recovery service provider for debt collection.

7.5. Under the procedure laid down in legal acts, Latvenergo shall have the right to provide and place information regarding the debt and the Customer in registered debtor and credit history databases and to transfer it to credit information bureaux if the Customer has not duly fulfilled the payment obligations stipulated in the Agreement.

7.6. Those relations between the Parties that are not stipulated in the Agreement shall be governed in accordance with the legal acts in force in the Republic of Latvia.

7.7. If there is any inconsistency between the Agreement terms, the provisions of Part I of the Agreement shall prevail over the provisions of Part II of the Agreement, while the Special Provisions of Part I of the Agreement (if any) shall prevail over any of the other Agreement terms.

7.8. The Agreement with its annexes, if any, shall be signed with a secure electronic signature and contain a time stamp. Within one business day after signing the Agreement, the Customer shall send

the Agreement, signed with a secure electronic signature and containing a time stamp, to Latvenergo's e-mail address: elektrumdrive@elektrum.lv. The date of signing the Agreement shall be the date of the last attached secure electronic signature and its time stamp.

7.9. Any amendments or supplements to the Agreement shall enter into force only after they have been made in writing and signed by both Parties or under the electronic signing procedure stipulated herein. Amendments concluded in writing shall become an integral

part hereof.

8. Settlement of Disputes

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

*(name, surname, signature)

*(name, surname, signature)

Customer

*(name, surname, signature)

**The document is signed with a secure electronic signature and contains a time stamp.*

Annex No. 1 to the Agreement

Delivery and Acceptance Statement No. 1* on the Authentication Means Issued to the Customer

Riga,

2025.

Under the Agreement No. _____ on post-payment electric vehicle charging services dated _____ 20__ between Latvenergo AS (hereinafter – Latvenergo) and _____ (hereinafter – the Customer), jointly hereinafter referred to as the Parties, and on the basis of Part I, Clause 2.2 of the Agreement,

By this Delivery and Acceptance Statement No. 1, the Parties shall confirm that Latvenergo has handed over to the Customer __ (_____) the charging cards with the following identifiers:

- 1) _____;
- 2) _____;
- 3) _____.

**Delivery and Acceptance Statement No. 1 may be supplemented by additional delivery and acceptance statement on the issuance of additional Authentication means or changes to the list thereof. These statements shall be prepared and signed under Clause 2.2 of the Agreement, and each of them shall be added in chronological order as part of Annex No. 1.*

Signatures of the Parties:



Latvenergo AS

Position: _____
Name, surname: _____
Signature: _____

[insert legal form] [insert name]

Position: _____
Name, surname: _____
Signature: _____