

RULES OF USE OF EVOZED

OTE, a.s.

IDENTIFICATION OF THE MARKET OPERATOR

OTE, a.s.

with its registered office at: Jihlavská 1558/21, Michle, 140 00 Prague 4, Czech Republic

Company ID: 26463318

Tax ID: CZ26463318

registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 7260.

The contact address specified by the Market Operator for communication regarding records of renewable energy use in transport (EVOZED): evozed@ote-cr.cz

The Market Operator's Help Desk business hours are published on the OTE website (web address: <http://www.ote-cr.cz>).

The public website through which the Market Operator publishes information relating to the records of renewable energy use in transport (EVOZED) in a manner that allows remote access is <http://www.ote-cr.cz>.

The secure web address through which users of the records of renewable energy use in transport (EVOZED) access the records via the Internet is <https://portal.ote-cr.cz>.

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1. Definitions

Term	Meaning
CS OTE	Central Information System of OTE, a. s.
Account Holder	A natural or legal person for whom a credit account is managed within the EVOZED system.
OF EVOZED	The part of CS OTE used for maintaining records of renewable energy use in transport in accordance with the Act on Supported Energy Sources.
Credit	An electronic document (certificate) issued in respect of the amount of electricity from renewable energy sources produced during the balance period by the holder of an electricity production licence at a renewable energy generation facility for which the electricity production licence has been granted, connected at a transfer point where a charging station listed in the register of charging stations under the Fuels Act is also connected, but not exceeding the total amount of electricity consumed at that charging station for charging electric vehicles over the balance period. The balance period is one calendar month.
KRES	The credit system, a part of EVOZED, that includes: (a) an account for recording credits, (b) details of generation facilities connected to a charging station, the operator(s) of charging stations, and the obligated persons PO1 and PO2, as well as information provided in connection with the registration of said facilities, (c) details of credits that have been transferred within the register.
Legislative Framework	A body of legislation governing the rights and obligations of persons in relation to EVOZED, comprising, in particular, the Act on Supported Energy Sources and the respective implementing regulations.
eIDAS Regulation	Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, as amended.
Terms and Conditions	The Terms and Conditions of OTE, a.s. for the Electricity Sector, published at https://www.ote-cr.cz/ .

Term	Meaning
Market Operator	OTE, a.s., with its registered office at Jihlavská 1558/21, Michle, 140 00 Prague 4, Company ID: 26463318.
Authorised Person	A person with access to CS OTE who is authorised to communicate with the Market Operator on matters relating to EVOZED to the extent set out in the Contractual Documentation and who may manage the Registering User's user accounts; this means managing user accounts, creating new user accounts, and registering, editing and deactivating certificates. An Authorised Person may only be appointed by a person authorised to act on behalf of the Registering User.
PO1	An obligated person under the Act on Supported Energy Sources. A fuel supplier under the Act on Supported Energy Sources.
PO2	An obligated person under Czech Act No. 201/2012 Coll., on air protection, as amended. A fuel supplier under the Act indicated in the previous sentence.
Registering User	A natural or legal person who is registered in CS OTE in order to access EVOZED.
Agreement	Agreement on access to the records of renewable energy use in transport, concluded between the Market Operator and the Account Holder.
Contractual Documentation	A body of legal and technical documents which, together with the Agreement, govern the mutual rights and obligations of the Parties. These are the following documents: the Rules of Use of EVOZED and the Terms and Conditions.
Parties	The Market Operator and the Account Holder.
Technical Requirements	A qualified certificate for electronic signatures in accordance with the eIDAS Regulation, required for a recognised electronic signature of legal acts vis-à-vis a public-sector signatory, in accordance with the provisions of Section 6(2) of the Act on Trust Services.
Transactions	All communications maintained and identified as credit transfers between accounts within the KRES system, to which an electronic message refers.

Term	Meaning
Decree	The new Czech decree on EVOZED, currently being drafted.
Act on Supported Energy Sources	Czech Act No. 165/2012 Coll., on supported energy sources and amending certain acts of law, as amended.
Act on Trust Services	Czech Act No. 297/2016 Coll., on trust services for electronic transactions, as amended.

2. Subject Matter

2.1 This document sets out the conditions under which the Market Operator, in accordance with the Legislative Framework, provides services to Account Holders in accordance with the provisions set out in the Agreement and/or applicable law.

2.2 The Rules of Use of EVOZED are binding on both the Account Holder and the Market Operator.

3. Information Duty

3.1 The Account Holder is obliged to provide the Market Operator, without delay, with all information necessary for the fulfilment of the rights and obligations arising from the Rules of Use of EVOZED. In the event that the charging station operated by the charging station operator or PO1 or PO2 of the Account Holder no longer meets the criteria set out in the Act on Supported Energy Sources and the Decree, or otherwise does not match the information provided, the Account Holder is obliged to inform the Market Operator of this change in writing without delay.

4. Information Systems

4.1 In accordance with the Rules of Use of EVOZED and the Terms and Conditions, Account Holders are obliged to set up, at their own expense, the necessary access facilities to CS OTE and to cooperate with the Market Operator for establishing such access. The Market Operator is entitled to make amendments to the technical requirements for the use of CS OTE.

4.2 The Market Operator shall notify the Account Holder without undue delay of a planned outage of CS OTE.

- 4.3 The Account Holder must comply with all the Market Operator's technical requirements.**
- 4.4 If an error occurs as a result of unauthorised access to CS OTE or a fault in the system, the Market Operator and the Account Holder shall cooperate and make reasonable efforts to ensure that no unjust enrichment arises as a result of the disruption.**

5. KRES

- 5.1 The Market Operator issues credits via the KRES electronic system.**

6. Liability for Damage

- 6.1 The foreseeable total loss that may arise as a result of a breach by the Market Operator of its obligations under the Agreement shall be deemed to be a maximum of CZK 100,000 (one hundred thousand Czech crowns) for the respective year in which the loss occurred. The Market Operator's liability for any damage, fines and other penalties or losses that may be incurred by the Account Holder in connection with events occurring within a single calendar year is, with regard to the facts set out in the Agreement and the Rules of Use of EVOZED, limited to CZK 100,000 (one hundred thousand Czech crowns). Compensation for damage and non-pecuniary loss in cases where the law does not permit an agreement on such a limitation is governed by generally applicable law.**
- 6.2 Neither Party shall be liable for a breach of its obligations under the Agreement and the Contractual Documentation, if caused by circumstances excluding liability within the meaning of Section 2913(2) of Czech Act No. 89/2012 Coll., the Civil Code, as amended, nor for any loss or damage caused thereby. Circumstances excluding liability include, in particular, armed conflicts, wars (whether declared or not), military interventions, invasions by foreign powers, civil wars, mutinies, terrorist attacks, cyber-attacks, blockades, civil unrest, aircraft crashes, widespread power outages (blackouts), epidemics, confiscation of property, embargoes, mobilisation, manifestations of natural forces and elements (in particular earthquakes, floods, fires and explosions), and unauthorised interference by a third party with the CS OTE system (hereinafter as "Force Majeure"). The Parties shall also not be liable for a breach of their obligations under the Agreement and the Contractual Documentation if such breach was caused as a result of a state of emergency or other crisis situation as defined in Czech Act No. 240/2000 Coll., on crisis management and amending certain acts of law (the Crisis Act), as amended.**
- 6.3 The Party affected by Force Majeure undertakes to inform the other Party without delay that the Force Majeure event is preventing it, or may prevent it in the immediate future, from fulfilling its obligations under the Agreement and the Contractual Documentation.**
- 6.4 If a Force Majeure event lasts for more than 90 (ninety) calendar days, either Party shall be entitled to withdraw from the Agreement.**
- 6.5 The Market Operator is not responsible for the Account Holder's trading results. Any liability for negligence on part of the Market Operator shall be assessed in light of the procedures put in place**

to address systemic deficiencies or technical incidents, or incidents relating to the settlement of the Market Operator's activities, or to deficiencies in CS OTE. The Market Operator shall only be liable for damage arising from the use of CS OTE and access to EVOZED if such damage is the result of gross negligence or wilful acts on part of the Market Operator's staff or contractors. Beyond this, the Market Operator only is liable for the operation of CS OTE in accordance with the Contractual Documentation.

- 6.6 The Market Operator shall not be liable for any loss or damage arising from unauthorised use of security features by the Account Holder or by persons who are not certificate holders, nor for any loss or damage arising from failure to comply with the provisions for secure access to CS OTE, or as a result of their misuse by persons who are not certificate holders, except in the event of misuse by the CS OTE supplier.

7. Terms and Conditions Governing the Termination of the Agreement

- 7.1 The Market Operator is entitled to withdraw from or terminate the Agreement on the grounds set out in the Agreement, the Rules of Use of EVOZED and the Terms and Conditions.
- 7.2 In the event of any doubts as to whether a notice of withdrawal or termination sent via a postal service provider has been delivered, it shall be deemed to have been received on the third business day from dispatch; however, if it was sent to an address in another country, it shall be deemed to have been received on the fifteenth calendar day from dispatch.
- 7.3 The Parties hereby further expressly agree that the Agreement shall automatically terminate on the date on which the Account Holder's account in CS OTE for the purposes of EVOZED is closed, or on the date on which the Account Holder's access to CS OTE for the purposes of EVOZED is terminated. In this case, the condition regarding written notice of termination of the Agreement, as set out in the Agreement, shall not apply.

8. Cases of Transaction Discrepancies in EVOZED

8.1. Incorrect Transactions in KRES

- 8.1.1 If the Market Operator or the Account Holder detects an error in issuing, applying or processing credits, it shall notify the other Party within the shortest time possible.
- 8.1.2 If an error occurs when issuing, applying or processing credits, the Market Operator and the Account Holder shall cooperate and make reasonable efforts to ensure that no unjust enrichment results from such an error.
- 8.1.3 In the event of an error, the Market Operator may delete or adjust the credits/number of credits in the Account Holder's account. If a smaller number of credits has been issued than the Account Holder specified in their application for the issue of credits, and at the same time

the criteria for their issue are met (the specified amount of electricity produced at the renewable energy generation facility in the given month for the issue of credits is available and, at the same time, at least the same or a greater amount of electricity has been charged into electric vehicles at the charging station operator's charging station concerned during that month, and at the same time there is no other claim to these credits), the Market Operator shall issue these credits as soon as it receives all the necessary and correct data.

8.1.4 If inaccurate data is found in one or more credits, the Market Operator is entitled to delete those credits provided that, at the time of deletion, the credits in question are held in the transfer account of the respective Registering User. If the Market Operator finds that the credits in question are no longer in the transfer account of the relevant Registering User, the Market Operator is entitled, in the following period, to accordingly reduce the maximum amount of credits that may be issued to that Registering User.

9. Charges Relating to Credits

- 9.1 The Account Holder is obliged to duly pay the Market Operator the fee for the services provided by the Market Operator in connection with the KRES system.
- 9.2 The Market Operator publishes the prices for services on its website by 30 November at the latest for the following calendar year. Any change made during the calendar year must be published at least 30 calendar days before it comes into effect. For 2026, the Market Operator shall publish the prices no later than 30 calendar days after the Decree comes into force.
- 9.3 The Market Operator shall issue a tax invoice to the Account Holder for the charges set out in this Chapter, always covering a period of one calendar month, no later than the 15th day of the calendar month following the month for which the tax invoice is issued. All prices pursuant to this Chapter are subject to value added tax in accordance with Czech Act No. 235/2004 Coll., on value added tax, as amended. The date on which the taxable supply takes place is set as the last day of the month for which the tax document is issued. The tax invoice is payable within 14 calendar days from the date of issue.
- 9.4 Tax documents that must meet the requirements of Act No. 235/2004 Coll., on value added tax, as amended, are issued in electronic form and sent to the email address(es) of the person(s) with access to CS OTE for the purposes of EVOZED in PDF format no later than two business days from the date of issue.
- 9.5 The Account Holder may lodge a complaint regarding the services provided that are covered by the tax document. The Market Operator is obliged to respond in writing regarding the validity of a complaint submitted no later than 30 days from the complaint receipt. The lodging of a complaint does not have the effect of deferring the due date of any tax document issued by the Market Operator.

10. Breaches of the Rules of Use of EVOZED

10.1 The Market Operator has the right to completely prevent or restrict the use of CS OTE, including EVOZED, by the Account Holder in the event of:

- a) a breach of the Agreement and/or the Contractual Documentation,
- b) a delay in the payment of any of the Account Holder's liabilities of more than 30 business days,
- c) in the event of the Account Holder ceasing operations or no longer meeting the necessary criteria for accessing CS OTE for the purposes of EVOZED.

10.2 In this case, the Market Operator is entitled to cease the issuance, use and further processing of credits for this Account Holder; furthermore, the Market Operator reserves the right to block the Account Holder's access to CS OTE, including EVOZED, or to close their respective account.

11. Change in the Rules of Use of EVOZED

11.1 The Account Holder acknowledges and expressly agrees that the Market Operator is entitled to unilaterally make necessary amendments to the Rules of Use of EVOZED, including adding new provisions.

11.2 The wording of any amendments and additions and/or the full text of the Rules of Use of EVOZED as thus amended or newly issued shall be notified by the Market Operator to the Account Holder via publication on the Market Operator's website or by other appropriate means.

12. Place of Publication of the Rules of Use of EVOZED

12.1 The Market Operator publishes the Rules of Use of EVOZED on its website www.ote-cr.cz.

13. Final Provision

13.1 The Rules of Use of EVOZED are valid, effective and binding on the Account Holder and the Market Operator from the moment of their publication in a manner facilitating remote access.