OMV

General Terms and Conditions (“GTC”) for OMV eMotion App Usage & related Services (“OMV eMotion App”)

(valid as of November 2026 for customers based in Bulgaria)

1. Scope of the General Terms and Conditions (“GTCs”)

These General Terms and Conditions (“GTCs”) shall apply between OMV-International Services Ges.m.b.H., registered with the Commercial Court of Vienna, reg. no. FN 129377k, Trabrennstraße 6–8, 1020 Vienna(“OIS”), and the customer (“Customer”).

The Customer expressly confirms during the registration process in the OMV eMotion App (“Registration”) that he has read these GTCs, recognizes them as binding, and consents to the same. Upon registration and acceptance of the Registration by OIS via a confirmation email sent to Customer, a framework contract governing the use of the OMV eMotion App and related services comes into effect (“Contract”), which shall be governed exclusively by these GTC. Any terms and conditions of the Customer shall not apply unless these are expressly accepted by OIS in writing. This version supersedes all earlier versions of the GTCs.

OIS reserves the right to unilaterally amend these GTCs at any time with effect for the future. Reasons for changing these GTCs include in particular (i) a change in the relevant legal legislation or requirements of the competent authorities, (ii) a change in external factors affecting our services, including financial or technological change, or changes to electromobility (such as technological developments, new versions of eMotion Mobile Application or upgrades, market growth), (iii) changes in our own internal conditions (such as investment costs or new business solutions). Amendments to these GTCs shall be offered to the Customer as follows: The Customer will receive information about the proposed amendments (“Amendment Information”). The provisions of the GTCs affected by the amendment and the proposed amendments thereto shall be presented in a comparison (hereinafter "Comparison"). OIS shall also publish the comparison and the complete version of the new GTCs on its website. OIS will refer to this in the Amendment Information. The Amendment Information and the comparison will be sent to the customer in the OMV eMotion App. The customer will be informed about this delivery separately by e-mail to an e-mail address provided by the Customer. The Amendment Information together with the comparison shall be sent to the Customer at least three months before the proposed date of entry into force of the changes. The Customer's consent to the amendment shall be deemed to have been granted if OIS does not receive any objection from the Customer and the Customer continues to use the eMotion App after the proposed date of entry into force of the changes. OIS shall point this out to the Customer in the amendment information. If, in the event of an objection, no agreement can be reached between the Parties one month before the announced effective date of the proposed amendments, the Contract shall be deemed terminated by the effective date of the amendments.

The current version of these GTCs can be downloaded at https://www.omv.at/eMotion/general-terms-and-conditions

The GTCs apply to the usage of the OMV eMotion App and the charging of electric or hybrid vehicles at publicly accessible charging stations of OMV network, at publicly accessible charging stations operated by other OIS partners (partner network) and at publicly accessible charging stations of OIS roaming partners (roaming network); all together "Charging Stations”. Charging Station, also known as an electric vehicle supply equipment (EVSE), is a power supply device that supplies electrical power for recharging electric vehicles (including battery electric vehicles, electric trucks, electric buses and plug-in hybrid vehicles).

The difference between the OMV operated Charging Stations and the ones operated by our roaming partners can vary in terms of manufacturers and power as well as additional features (such as cable management). In addition, OIS cannot guarantee the live

transmission of time and kWh during the charging process of our roaming partner's operated Charging Stations. In any case, the information related to time and amount of kWh is provided at the end of the charging process.

The OMV eMotion App allows Customer to charge their vehicle at Charging Stations of OMV network, partner network or roaming network, all as displayed in the OMV eMotion App, without the need of further registration.

The location of a Charging Station as well as the number of charging points as displayed in the OMV eMotion App, may be unidentical with reality for technical reasons. OIS strives to connect to a maximum number of roaming platforms and charge point operators that are technically accessible via these platforms. Nevertheless OIS does not guarantee for the connection to specific roaming platforms or Charging Station networks or for achieving or maintaining a specific network coverage within a specific area.

2. Delivery of Goods and Services

2.1 The OMV eMotion App entitles the Customer to purchase certain goods and services at Charging Stations as defined above.

2.2. Goods and services purchased by the Customer with the OMV eMotion App at Charging Stations are sold to the Customer in the name and for the account of OIS.

2.3. Charging at charging stations in partner network and roaming network may be subject to further pricing or other conditions.

2.4. Goods and services shall be accepted and transactions approved by the Customer via the OMV eMotion App.

2.5. OIS reserves the right to adjust the availability of, suspend or discontinue certain goods and services and to change the number of Charging Stations at any time, in particular due to (i) a change in the relevant legal legislation or requirements of the competent authorities, (ii) a change in external factors affecting our services, including financial or technological change, or changes to electromobility (such as technological developments or market growth), (iii) changes in our own internal conditions (such as investment costs or new business solutions). OIS intends to display the current prices and fees applicable in the OMV eMotion App.

2.6. Goods that are sold in the name and for the account of OIS shall remain the property of OIS until all receivables of OIS for the goods provided (incl. interest and any fees) have been paid in full.

3. Prices, Settlement of Accounts, and Payment

3.1 The Customer shall pay the prices and fees applicable at the time of a charging transaction, which are displayed at the charger or in the OMV eMotion App. In case of discrepancies between the displayed prices, only the prices displayed in the OMV eMotion App shall apply.

3.2 The electricity charged is recorded on the basis of energy consumed (kWh) or as the case may be in case of charging at roaming partner stations on the basis of minutes, the method of calculation is visible in the OMV eMotion App. OIS is entitled to charge tariffs per kWh and fees according to the tariff model chosen and agreed by the Customer via the eMotion Mobile App. The applicable tariff per kWh and relevant fees are also made available in the OMV eMotion App. The tariffs are gross prices and include applicable taxes, including the Value Added Tax. Any parking fees or usage fees for stopping or parking the vehicle charged by third party providers are not included in the tariffs and separate terms of third-party providers may apply.

3.3 As the usage of the OMV eMotion App is restricted to private usage, Customer is not entitled to be classified as taxable dealer in terms of Article 38 VAT Directive 2006/112/EC. The Customer shall receive invoices on a monthly basis as follows: goods and services that the Customer purchases with the OMV eMotion App at Charging Stations shall be invoiced by OIS to the Customer in Euro pursuant to clause 3.2. OIS shall be entitled to issue a payment summary to Customer. For charging transactions outside EUR countries, OIS has the right to invoice Customer in the local currency or in EUR. For the currency conversion, the local currency shall be converted to Euro at the reference rate published by the European Central Bank (https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html) valid on the day

before the transaction date. If no Euro reference rate is available for the day before a particular transaction date, the last available rate preceding the transaction date shall be used for the conversion.

3.4 Customer expressly confirms by registration to the OMV eMotion App 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 and/or be available to the Customer for download in the OMV eMotion App for a period of twelve (12) months. Access to electronic invoices via the OMV eMotion App is free of charge.

3.5 Provided that nothing to the contrary has been agreed in writing, all payments by the Customer to OIS shall be made in the invoice currency. Payment will be executed at the end of the month via credit card and Customer is obliged to ensure full amount, without any deductions can be captured from Customers account.

3.6 The Customer shall inform OIS within thirty (30) days of receiving an invoice of any objections, errors or irregularities.

3.7 If the Customer defaults on their payment obligations to OIS in full or in part or fails to pay on time (e.g., credit card capture cannot be executed due to insufficient funds in the Customer's account), OIS shall be entitled to block the Customer's OMV eMotion App (see clause 5.2).

4. Use of the OMV eMotion App

4.1. OMV eMotion Apps are non-transferable and shall only be used by the Customer. As expressly confirmed by the Customer with the registration to the OMV eMotion App, the Customer is a consumer and shall not use the eMotion Mobile App in connection with any business. The demarcation between consumers and entrepreneurs is based on the Bulgarian Consumer Protection Act.

4.2 Customer can define his OMV eMotion App credentials at their own discretion and are obliged to keep the credentials for themselves and do not share them with other persons.

4.3 The Customer shall be liable for any fraudulent or unauthorized use of the OMV eMotion App (incl. cases where the OMV eMotion App credentials are passed on to third parties in violation of these GTCs) and shall indemnify and hold OIS harmless against all damages, costs, and expenses resulting from such use. If there is a risk that an OMV eMotion App could be used fraudulently or in an unauthorized manner (incl. in the event of loss or theft of the OMV eMotion App credentials), the Customer shall immediately inform the OMV Customer Support thereof by phone, followed by confirmation (incl. of the respective OMV eMotion App number) by e-mail. Every theft or misuse is to be reported to the police by the Customer without delay. The Customer shall not be held liable for any fraudulent or unauthorized use of an OMV eMotion App which occurs more than 24 hours after a respective notification was received by the OMV Customer Support department.

4.4 The Customer is obliged to use a valid and covered credit card and ensure credit card withdrawals are not rejected due to limited/no coverage. In case credit card details used by Customer for paying their OMV eMotion App invoices are to be changed (e.g. due to expiry), Customer is obliged to contact OMV Customer Support accordingly in due time. Further Customer must immediately notify OIS in writing of any changes to his personal data (e.g. name, address, e-mail address or credit card details) or change them independently in the OMV eMotion App in a timely manner. If the customer fails to provide a new address or e-mail address, deliveries to the last known address or e-mail address shall be deemed to have been effective.

5 Validity of the OMV eMotion App and Termination of the Contract

5.1 Subject to clause 6.1. and 6.9., the Contract is concluded for an indefinite period.

5.2 OIS shall be entitled to suspend or refuse any further delivery of goods and provision of services and to block a Customer's OMV eMotion App with immediate effect without advance notification of the Customer if: (i) the Customer has exceeded a maximum consumption of EUR 500/month, (ii) in OIS' reasonable estimation (e.g. amount could not be captured from credit card), the prompt and full payment by the Customer is no longer guaranteed, (iii) there are indications of unauthorized or fraudulent use of the OMV eMotion App (incl. the case of unusual transaction patterns or changes in the manner or extent of use of the OMV eMotion App), (iv) the Customer or the credit

card used by Customer is listed on blocking or sanctions lists or (v) the Contract is terminated pursuant to clause 5.3.The Customer shall inform the OMV Customer Support by telephone without delay and then by e-mail if cases (iii) to (iv) occur, failing which the Customer shall indemnify and release 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 eMotion App in all of the above-mentioned cases.

5.3 Each party may terminate the Contract without reason 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 OIS include, but not limited to, default of payment despite granting a grace period of 4 (four) weeks (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 maximum consumption of EUR 500/month, and any kind of misuse of the OMV eMotion App).

2.7. The customer can delete the app account by contacting OIS and requesting the deletion of the account via emobility-centralservices@omv.com. The customer can also delete the app account directly via the app by opening the app, logging in and deleting the account under "Cancel my account here" in the settings section. After OIS has performed all the invoice checks and the outstanding amounts, if any, have been settled by the customer, the app account will be deleted in a period of 30 days. OIS will not be liable to the Customer for any direct or indirect, existing or future losses associated with the termination or deletion of the App Account. In the event of termination and deletion of the account, the Customer is obliged to immediately stop using any programs and remove the account."

6 Use of the OMV eMotion App for Charging Electric or Hybrid Vehicles

6.1 The OMV eMotion App enables the Customer to charge an electric or hybrid vehicle at the available and public charging stations of OMV and/or Roaming Partners as displayed in the OMV eMotion App. The use of the Charging Station by the Customer is subject to availability, which may be impaired due to maintenance work, technical defects (e.g. power failure), obstruction of access to the Charging Station or use by another customer. The Customer is only entitled to use the parking space at the location of the Charging Station during the charging period of the vehicle. The vehicle must be parked in such a way that the use of other charging points located at the site is not hindered. After completion of the charging process, the parking space must be released immediately. Information regarding the location, availability, opening hours, and charging speed of OMV charging stations as well as a charging guide are available in the onboarding video during registration process in the OMV eMotion App as well as at charging station level. Information provided at charging station level of roaming partners is non-binding and OIS assume no liability for the completeness and correctness of the provided information.

6.2 After activation or authorization via the OMV eMotion App, the Customer must properly connect the vehicle to the charging point and start the charging process. The prerequisite is that the Customer's smartphone/tablet has an upright internet connection and a sufficient power supply. OIS expressly points out that the receipt of data packets may result in costs that depend on the conditions of the customer's mobile phone provider.

6.3 The Customer shall check with his mobile phone provider about the possible costs that may be incurred for a data download (including roaming charges). The Customer must ensure that the charging is carried out by means of a proper charging cable approved for the loading capacity and that the charging process is monitored. Depending on the type of charging point, OIS provides the electricity in 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.

6.4 Taking electricity from Charging Stations for purposes other than charging an electric or hybrid vehicle is not permitted. In particular, the Customer is obliged to indemnify OIS from any third-party claims arising from misuse of the OMV eMotion App and to compensate OIS for any further damage caused by misuse of the OMV eMotion App by the Customer.

2.8. The Contract for the purchase of electricity from Charging Stations is concluded between the Customer and OIS at the e-mobility tariffs applicable for the respective Charging Station at the time of the charging process (as visible at the charger or in the Mobile App) . OIS's or roaming partner's service partner are responsible for the safety and proper functioning of the respective Charging Stations and the tools required for charging, in accordance with current legislation. To the maximum extent permitted by applicable laws, OIS is not liable for defects in the Charging Stations of the service partner and/or the equipment used for charging or for damage that occurs during the charging process.

6.5 The Customer shall comply with the charging rules of the service partner and shall observe and comply with any additional regulations

that might be applicable at the location, in particular operating instructions, road traffic and parking regulations as well as house or garage rules. Especially unauthorized parking or parking for too long may otherwise result in additional costs. The Customer shall be liable in accordance with the general statutory provisions for the compliance with this provision and shall indemnify and hold OIS harmless in the event of any third-party claims being asserted in connection with any non-compliance with this provision by the Customer.

6.6 The Customer is obliged to comply with the most recent version of the charging instructions provided by OIS or the service partner.

2.9. The Customer must treat the Charging Station including the supply line in a careful manner and observe the operating instructions attached to the Charging Station. Each user of the Charging Station must check the charging cable and the plugs and sockets for recognizable damage. In particular, if damage, kinks, cracks, blank spots, etc. are detected, the charging cable must not be used under any circumstances. The customer must inform OIS immediately of any damage or malfunction (e.g. by calling the service line +359 884 53 23 82). In all other respects, the manufacturer's instructions must be observed. The Customer is obliged to use the Charging Station in such a way that no damage occurs and third parties are not endangered. Accordingly, the Customer is obliged in particular to ensure a secure connection of the electric vehicle to the Charging Station, to park the electric vehicle in such a way that there is the shortest and safest possible connection to the Charging Station, and to ensure that third parties are not obstructed by the charging cable. The Customer is responsible for compliance with the applicable technical regulations regarding the vehicle and the charging cable. All electrotechnical protection regulations must be followed. The Customer must take all precautions to avoid accidents or damage within his area of responsibility, for example those that may occur due to interruptions in the charging process or reconnection (in particular when using adapter devices, etc.).

6.7 To the maximum extent permitted by applicable laws ,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 OIS.

6.8 In the event of a breach of contractual obligations by the customer, such as manipulation of OMV eMotion App or the measuring equipment of the Charging Station ("electricity theft"), OIS is entitled to interrupt the provision of charging to the Customer and to terminate the Contract for cause as is provided in Clause 5 above whilst Customer has the obligation to remedy OIS for any effected damages.

7 OIS' Liability and Exclusion of Warranty

7.1 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 OIS pursuant to clause 2.2; to the maximum extent permitted by applicable laws, the liability of OIS shall be excluded in the event of slight negligence (with exception of personal injury).

7.2 OIS shall thus accept no liability and shall offer no (express or implied) warranty, other than statutory warranty, for goods and services, the sale of which is in the name and for the account of the operator of the Charging Station; OMV or OIS shall act only as debt collectors. In particular, 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 Charging Station. All complaints, disputes and claims in connection with the provision of goods and services shall be resolved directly with the operator of the Charging Station. 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.

7.3 Neither these GTCs nor any provisions of the Contract shall constitute a joint and several liability of OMV Aktiengesellschaft and any of its subsidiaries and such a joint and several liability in connection with claims pursuant to or associated with the Contract shall be expressly excluded.

7.4 Any liability of 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 OIS, (ii) due to or in connection with the confiscation, the blocking or the revocation of the OMV eMotion App pursuant to these GTC or (iii) through the failure of a Charging Station to accept or recognize the OMV eMotion App (for whatever reason) shall be excluded to the greatest extent permitted by law.

7.5 In the event of a lack of conformity of OMV eMotion App or goods or services purchased by the Customer who is a consumer with the

OMV eMotion App, the Customer shall be entitled to undiminished statutory warranty rights, including the right to have OMV eMotion App or respective goods or services brought into conformity, e.g. by an update or removal of the defect. The Customer is entitled to statutory rights in respect of non-conformity of goods and digital services in accordance with the Act on the Provision of Digital Content and Digital Services and on the Sale of Goods (Закон за предоставяне на цифрово съдържание и цифрови услуги и за продажба на стоки, ЗПЦСЦУПС).

7.6 To assert Customer's warranty rights, Customer can contact the customer care of OIS. The contact details of customer care are included in Clause 9.3 of these GTCs

8 Miscellaneous

8.1 The place of performance for the provision of all goods and services that the Customer purchases shall be the respective Charging Station. 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 OIS with regard to the OMV eMotion App shall be governed exclusively by Bulgarian 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.

9 RIGHT OF WITHDRAWAL IN ACCORDANCE WITH THE BULGARIAN CONSUMER PROTECTION ACT (CPA)

9.1 If the Customer is a consumer according to the CPA and has not submitted his contractual declaration either in a room permanently used by OIS for its business purposes or at a stand used by OIS at a trade fair or on a market, he may withdraw from his Contract order or from the contract without giving reasons.

9.2 This withdrawal can be declared until the conclusion of the Contract or thereafter within 14 days. If the customer is a consumer according to the CPA, he is entitled to withdraw from a distance selling transaction or from a Contract concluded outside the business premises within 14 days without giving reasons. In order to exercise the right of withdrawal, the customer must inform OIS of the decision to withdraw from the Contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). In order to comply with the withdrawal period, it is sufficient for the customer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period. The Customer's charging power purchased until receipt of the declaration of revocation by OIS, which will be charged, shall remain unaffected by the withdrawal.

9.3 Sample withdrawal form:

(If you want to cancel the Contract, please fill out this form and send it back)

- To OMV-International Services Ges.m.b.H.,reg. no. FN 129377k, Trabrennstraße 6–8, 1020; Telephone Number +359 884 53 23 82; e-mail address emobility-centralservices@omv.com

- I/We (1) hereby give notice that I/We (1) withdraw from my/our (1) Contract of sale of the following goods (1)/for the provision of the following service (1),

- Ordered on (1)/received on (1),

- Name of consumer(s),

- Address of consumer(s),

- Signature of consumer(s) (only if this form is notified on paper),

_____ _— Date