Terms and Conditions of the provision of the Assistance Services Benefit

Article 1 - INTRODUCTORY PROVISIONS

1. These Terms and Conditions for the provision of the Assistance Services Benefit (hereinafter referred to as „**Terms and Conditions**") form an integral part of the contractual relationship established by the ZSE Drive Service Contract („**Contract**") between the customer who has consented to the provision of the Assistance Services Benefit („**Customer**") and ZSE Energetické služby, s.r.o., with registered office at Čulenova 6, 811 09 Bratislava, CRN: 52 820 203, registered in the Companies Register of the City Court of Bratislava III, Section: Sro, File No. 142010/B („**Provider**"), and govern their mutual rights and obligations, the terms and conditions of provision and use of the Assistance Services Benefit. The Terms and Conditions supplement the Business Terms and Conditions for the Provision of ZSE Drive Services – Consumer, and the Terms and Conditions for the Provision of ZSE Drive Services - Entrepreneur („**BTC**"), in the part concerning the provision of the Assistance Services Benefit.

2. The Terms and Conditions specify part of the content of the Contract between the Provider and the Customer for the purpose
   a. of providing the Assistance Services Benefit. If there is discrepancy, provisions of the Contract take precedence over these Terms and Conditions.
   b. When using the Assistance Services Benefit, the Customer acknowledges that the Provider is not an insurance company, but is a provider of ZSE Drive Services, within the framework of which it allows selected Customers to use the Assistance Services Benefit provided through the selected insurance company.

3. The Terms and Conditions are usually issued in written form, are clearly and comprehensibly worded and are available in the Slovak language.

4. Assistance Services Benefit is an insurance of ZSE Drive Safe assistance services („insurance"). It is a property insurance and is carried out by Redion S.A. as the insurer („**insurance company**"). The insurance is governed by the relevant provisions of Act No. 513/1991 Zb. Commercial Code, as amended, Act No. 40/1964 Zb. Civil Code, as amended, the relevant provisions of Act No. 39/2015 Z.z. on Insurance and on Amendment to Certain Acts, as amended, these Terms and Conditions and the insurance contract concluded between the insurance company and the Provider („**Insurance Contract**").

Article 2 – TERMS AND DEFINITIONS

1. For the purposes of these Terms and Conditions, the following terms shall be interpreted as follows:
   a. **assistance centre:** Redion Czech Republic s.r.o., with registered office at Na Pankráci 1724/129, 140 00 Praha 4, Czech Republic, ID No.: 25287851, registered in the Companies Register of the Municipal Court in Prague, Section C, File No. 87094;
   b. **contact details:** telephone, e-mail or other contact details of the authorised person to whom the insurance company is entitled to send its notifications;
   c. **correspondence address:** the address of the permanent residence or registered office, or any other address announced in writing to the insurance company, to which the insurance company shall exclusively deliver all written correspondence; fiction of delivery applies to mail sent to the correspondence address;
   d. **towing of the vehicle:** a trip by the assistance centre contractor to the place of the insured event for the purpose of transporting the immobile vehicle from the place of the insured event to the nearest partner charging station or to the residence of the beneficiary, or to the registered office of the company if the beneficiary is a legal entity, provided that it is a similar distance to the nearest partner charging station;
   e. **beneficiary:** The Customer, i.e. the person with an activated effective Service programmes with Assistance Services Benefit who is entitled to draw the insurance benefit; a beneficiary means the Customer or the authorised user of the insured vehicle at the time of the insured event, if different from the Customer;
   f. **partner charging station:** a charging station included in the Charging Network / ZSE Drive Network as defined in the BTC;
   g. **Vehicle propulsion battery:** the battery that serves as the main source of power to drive the vehicle, making it driveable;
   h. **insurer/insurance company:** Redion S.A., 89 rue Taitbout, 75009 Paris, France, registered in the Register of Commerce and Companies of Nanterre under number 451 366 405, and acting through Redion S.A. IRISH BRANCH, Ground Floor, Central Quay, Block B, Riverside IV, Sir John Rogerson's Quay, Dublin 2, D02 RR77, Ireland, registered in the Irish Company Registration Office under number 907 089;
   i. **period of insurance:** the period of time specified for the duration of the Service programmes with Assistance Services Benefit;
   j. **insured event:** a chance event which is connected with the claim of the beneficiary, and which is connected with the occurrence of the obligation of the insurance company to provide insurance benefits; an insured event under these Terms and Conditions is the fault and/or depletion of the vehicle's propulsion battery;
   k. **insured peril:** the possible cause of an insured event;
   l. **insurance period:** the insurance period is a calendar month;
   m. **insurance payment:** monetary or in-kind benefit provided to the beneficiary by the insurance company to the agreed extent as a result of the provision of assistance services to the beneficiary;
   n. **insured risk:** a measure of the probability of an insured event caused by an insured peril;
   o. **policyholder:** the provider who has entered into an insurance contract with the insurance company;
   p. **claims-made insurance:** insurance intended to compensate for damage resulting from an insured event;
   q. **insured:** the Customer;
   r. **fault:** a fault in the charging station or charging station accessories (e.g. charging cable) that prevents the vehicle's propulsion battery from recharging, resulting in the vehicle being inoperable;
   s. **work:** the assistance services to be provided by the insurance company through the assistance centre to the beneficiary if an insured event occurs;
   t. **Service programmes with Assistance Services Benefit are:** ZSE Drive Partner Safe, ZSE Drive Road Safe, ZSE Drive Flat Safe a ZSE Drive Pro Safe;
   u. **Customer's consent:** the Customer's demonstrable consent given to the Provider, by which the Customer agrees to the provision of the Assistance Services Benefit, the payment in favour of the Customer in the event of an insured event and the related amendment of the Contract to the extent of the change of the Customer's Programme and the binding character of these Terms and Conditions together with the BTC on the Contract;
   v. **occurrence of damage:** a fact resulting in damage, which could lead to a right to insurance payment;
   w. **vehicle:** a motorised passenger car, a lorry up to 3.5 t and a trailer with a maximum permissible weight up to 3,500 kg (categories M1 and N1 according to the vehicle registration certificate) equipped with a propulsion unit consisting of at least one non-peripheral electric motor as an energy converter with a rechargeable electricity storage system that can be externally charged. The insurance applies only to vehicles registered in the territory of the Slovak Republic;
   x. **propulsion battery discharge:** sudden discharge of the vehicle's propulsion

battery, preventing the vehicle from continuing the drive;

y. **provision of assistance services:** a form of insurance payment where the insurance company, through an assistance centre, arranges for a contractor to provide assistance services to the beneficiary and reimburses the cost of these services;

z. **contractor:** a legal or natural person who provides assistance services or carries out work that is mediated by the assistance centre and carried out for the beneficiary.

Article 3 - SCOPE OF THE ASSISTANCE SERVICES BENEFIT (INSURANCE PAYMENT SCOPE)

1. ZSE Drive Safe assistance services insurance is a private property insurance.

2. The insurance is concluded for the insurance peril of an accidental occurrence which can cause an insured event. The insurance covers insured events that occur throughout the duration of the insurance.

3. The beneficiary is only entitled to insurance payment from one insurance. It is not possible to make multiple insurances for one vehicle for the same period and subsequently draw insurance payments from several insurances from the insurance company for the same insured risk.

4. The scope of insurance payment is as follows:

Insurance payment/event 1,000 EUR			**TERRITORY**	
			Slovakia	Abroad
A	Telephone information services	finding the nearest service centre	●	●
		technical consultation over the phone	●	●
B	Technical assistance	towing the vehicle	●	●

5. The maximum number of insured events per Customer is 5 per calendar year. If the Customer suffers more than 5 insured events within one calendar year, such additional insured event shall not be covered by the insurance (Assistance Services Benefit) and the Customer shall not be entitled to any payments under these Terms and Conditions.

6. The right to the provision of insurance payment arises if the insured event occurs and is reported in the manner specified in Article 5 of these Terms and Conditions.

7. The insurance payment is provided in the form of direct provision of assistance services or payment for assistance services. For calculation of the value of the insurance payment from foreign currency and for calculation of the value of cash in foreign currency, the exchange rate announced by the National Bank of Slovakia valid for the day on which the insured event occurred shall be used.

Article 4 - BEGINNING, CHANGES, DURATION AND TERMINATION OF THE ASSISTANCE SERVICES BENEFIT (INSURANCE)

1. Insurance protection arises:
   a. in the case of a new Customer, on the date of effectiveness of the Contract,
   b. in the case of a Customer with an effective Contract, who has the ZSE Drive Guest or ZSE Drive Eco Programme, on the first day of the calendar month following the calendar month in which the Customer changed the Programme to the Service programmes with Assistance Services Benefit in accordance with the BTC and gave the Provider the Customer's consent,
   c. in the case of a Customer with an effective Contract, who has the ZSE Drive Partner or ZSE Drive Flat Programme, on the first business day following the date of activation of the Service programmes with Assistance Services Benefit by the Customer and the granting of the Customer's consent to the Provider.

2. It is not necessary to conclude a written addendum to the Contract for the purpose of changing the Programme to the ervice programmes with Assistance Services Benefit.

3. Each individual insurance can only be taken out if the Customer meets the following conditions:
   a. The Provider accepts the Customer's consent and includes the Customer in the list of insured that the Provider submits to the insurance company,
   b. The Customer is the owner or authorised keeper of the vehicle whose registration number is specified in the Contract or which the Customer gave the Provider as part of the Customer's consent;
   c. By activating the Service programmes with Assistance Services Benefit and granting the Customer's consent, the Customer has declared that the vehicle meets all legislative conditions for operation on roads (valid mandatory liability insurance, valid roadworthiness test, emissions inspection, if required for the vehicle).

4. Insurance protection ceases:
   a. on the date of termination of the Contract, or on the date when the part of the Contract concerning the Service programmes with Assistance Services Benefit terminates;
   b. on the date of termination of the insurance contract;
   c. at the end of the insurance period;
   d. upon the termination of the insured peril;
   e. with the death of the Customer / dissolution of the Customer if the Customer is a legal entity;
   f. in cases when the Provider decides not to provide Assistance Services Benefit, by changing these Terms and Conditions in the manner specified in Article 11, Section 4. of these Terms and Conditions.

Article 5 - REPORTING OF THE INSURED EVENT AND THE CUSTOMER'S RESPONSIBILITIES

1. If an insured event occurs, the Customer is obliged to inform the assistance centre of this fact without delay at the following telephone number: (+421) 421 220 510 873, which is available to the Customers at all times, 24 hours a day, 7 days a week.

2. When contacting the assistance centre, the caller must provide the following information:
   - name and surname;
   - Charging (RFID) card number;
   - contact telephone number;
   - model, colour and registration number (license plate) of the vehicle;
   - location of the immobile vehicle;
   - the reason why the vehicle is inoperable and the circumstances relevant to determining the most appropriate solution to the insured event.

3. The Customer is obliged to cooperate with the assistance centre for purposes of the provision of assistance services related to the insured event. If the Customer's entitlement to the provision of the Assistance Services Benefit and reimbursement of related costs proves to be groundless, the Customer will not be provided such assistance services, and the Customer will be informed of this fact by the insurance company or the Provider.

4. Entitlement to reimbursement of assistance services arises provided that the service is organised by the assistance centre or the response has been approved by the assistance centre.

5. If the Customer pays the costs of assistance services with the approval of the assistance centre, the Customer is entitled to request reimbursement of the costs incurred. The Customer shall notify the assistance centre of the fact via telephone and subsequently provide the necessary documents to prove his/her entitlement to the insurance payment. This includes, in particular, a copy of the bill or invoice for assistance services, a copy of the proof of payment of the bill or invoice, proof of charging the vehicle after the occurrence of the insured event and the reason why the insured event was not reported to the assistance centre. The assistance centre will then evaluate the documents submitted and make a statement on the reimbursement. If the Customer's entitlement to the provision of the assistance services and reimbursement of related costs proves to be groundless, such costs will not be reimbursed, and the Customer will be informed of this fact. Furthermore, the assistance centre shall have the right to request all original documents related to the request for reimbursement of the costs incurred.

6. The Customer is obliged to inform authorised persons who may use the vehicle about the processing of their personal data by the Provider and the insurer, by providing a link to the electronic version of the relevant documents containing information on the processing of personal data.

Article 6 - CUSTOMER'S OBLIGATIONS WHEN REPORTING THE INSURED EVENT

1. In addition to the obligations imposed in Article 5 of these Terms and Conditions, the Customer is obliged in particular to:
   a. take all possible measures to prevent or mitigate any further damage resulting from the insured event;
   b. without undue delay notify the insurance company in the manner specified in Article 5 hereof that an insured event has occurred, give a truthful explanation of it and provide evidence of its occurrence and extent;
   c. notify the insurance company, if the same risk is also insured with another insurer, state the name of the insurer and the details of the agreed insurance;
   d. ensure the right to compensation for damage incurred by another person due to the insured event.

2. Documents issued by a person who is a spouse, parent, child of the insured (Customer), or other person close to the insured are not sufficient to prove an insured event. The same applies to documents issued by the Customer himself/herself and documents issued by a related person of the insured if the insured is a legal person.

3. If the breach of the obligation by the Customer or another person entitled to the insurance payment had a significant impact on the occurrence of the insured event, its course, on the increase of its consequences or on the establishment or determination of the amount of the insurance payment, the insurance company through the assistance centre has the right to reduce the insurance payment proportionally to the impact of this breach.

4. The insurance company is entitled, through the assistance centre, to refuse the insurance payment in its entirety if the insured event was caused by a fact which the insurance company became aware of after the insured event occurred and which could not have been discovered when the insurance was taken out or changed as a result of deliberate or negligent misrepresentation, or incompletely answered written questions about facts relevant to the insurance company's decision how to assess the insurance risk, whether to insure it and on what terms, and if, had it known this fact at the time of entering into the insurance contract, it would not have entered into such a contract with the Provider or would have entered into it on different terms and conditions. The insurance shall cease to exist on the date of receipt of the notice of refusal of insurance payment for the reasons set out above.

Article 7 – DELIVERY

1. The Provider, the insurance company and the Customer shall deliver the documents to each other via the postal service operator to the postal address where the addressee resides, as specified in the insurance contract or the Contract, demonstrably communicated by the Customer, the Provider or the insurance company, or via electronic mail to an electronic address. Documents under these Terms and Conditions shall only be delivered to an address in the Slovak Republic.

2. If the addressee of the registered mail is not reached, even though he or she resides at the place of delivery, and the document could not be delivered, the document shall be stored at the respective local post office and the addressee shall be appropriately notified to collect the document. The document shall be deemed to have been delivered on the date of storage, even if the addressee has no knowledge about it. If the addressee does not reside at the place of delivery without informing the insurance company, the document shall be deemed to have been delivered on the date on which the it is returned to the insurance company as undeliverable. If the addressee refuses to receive the document, the document shall be deemed to have been delivered on the day on which the addressee refused to receive it.

3. The Customer is obliged to immediately notify the insurance company in writing, through the assistance centre, of a change of address for delivery. If the change of address is not communicated, the addressee is presumed to reside at that address given.

Article 8 – EXCEPTIONS FROM THE INSURANCE / ASSISTANCE SERVICES BENEFIT

1. The insurance company is not obliged to provide insurance payment if the insured event occurs in connection with or as a result of:
   a. events of war, civil war, civil commotion, riot, insurrection or other mass violent disorder, strike, lockout, acts of terrorism (i.e. acts of violence with political, social, ideological or religious motivation), including chemical or biological contamination, or in direct connection with such events;
   b. commission of a crime by the Customer;
   c. decision of a public authority;
   d. exposure to nuclear energy or ionising radiation;
   e. deliberate act of the Customer.

2. Insurance / Assistance Services Benefit does not apply to:
   a. costs incurred by the integrated rescue services in the performance of their duties under the law;
   b. costs of damage resulting from alcohol or substance abuse;
   c. costs arising from damage caused by the vehicle's participation in races, shows and competitions; and costs arising from damage caused by gambling and betting;
   d. costs arising from damages due to a traffic accident intentionally caused by the Customer, or from the suicide of the Customer or another authorized person, even attempted;
   e. costs associated with providing assistance services to a vehicle whose operation on roads has been prohibited or which (at the time immediately before the occurrence of damage) was not roadworthy due to a serious or dangerous defect in its roadworthiness or due to unauthorised modifications being carried out;
   f. vehicles that are modified or altered in such a way that they do not qualify for standard assistance services (e.g. racing cars, emergency vehicles, vehicles intended for the transport of dangerous goods);
   g. regular replacement of parts, materials and accessories, regular and other maintenance and inspections related to the normal operation of the vehicle, as well as deficiencies in mandatory equipment and accessories, and also malfunctions or failures of the vehicle's trailers and the equipment used to connect them;
   h. incidents that occur off the road, especially in terrain that prevents the provision of quality and timely assistance services;

i. cases where the provision of financial or material benefits to the Customer would put the insurance company or assistance centre in violation of sanctions, prohibitions or restrictions imposed by UN resolutions or trade, economic or financial sanctions imposed by laws or other legal regulations of the Czech Republic, the Slovak Republic, the European Union, the United States of America (USA);

j. events that occurred on the territory of Crimea, Donetsk region, Luhansk region, Zaporozhye region, Kherson region, Belarus, the Russian Federation and Kazakhstan.

3. The right to insurance payment does not arise or may be limited in the following cases:
   a. if the services are organised otherwise than through the assistance centre or if the organisation of the services has not been approved in advance by the assistance centre operator;
   b. when the quality and timely provision of assistance services is prevented by circumstances beyond the control of the assistance centre, e.g. force majeure, a change in legislation in the country of the incident, a decision of the competent public authorities, etc.

Article 9 – SCOPE OF ASSURANCE SERVICES – INSURANCE PAYMENT PROVIDED

1. TELEPHONE INFORMATION SERVICES
   a. The assistance centre will provide information or consultation in the following scope and according to the request of the insured or the beneficiary:
      - finding the address of the nearest charging station or contact details for the nearest vehicle manufacturer's authorised service centre or vehicle repair centre;
      - arranging a conference call with a technical specialist of the assistance centre, or contacting a technician of an authorised service centre to consult on technical issues related to the operation of the vehicle.

2. TECHNICAL ASSISTANCE
   a. In cases where an insured event occurs on the vehicle, the insurance company will arrange roadside assistance or towing of the vehicle through the assistance centre, including the necessary handling of the vehicle during loading and unloading, and transport of the vehicle crew to the nearest partner charging station or to the Customer's home if it is a similar distance away as the nearest partner charging station.
   b. The costs of contractors mediated by the assistance centre for the purpose of providing the Customer with assistance services, which are incurred in connection with the insured event and which exceed the limits set out in these Terms and Conditions, shall be borne by the Customer, to which the Customer agrees.
   c. In the event that the insured towing vehicle is inoperable, the mobile trailer forming the set with the insured vehicle will also be towed to the same location as the towing vehicle.

Article 10 – TERRITORIAL SCOPE OF THE ASSISTANCE SERVICES BENEFIT

1. The insurance shall cover occurrences of damage in the territory of the Slovak Republic and abroad in countries which are part of the geographical territory of Europe with the exception of the Russian Federation, Belarus and Kazakhstan and other areas excluded in Article 8, Section 2(j) of these Terms and Conditions.

Article 11 – FINAL PROVISIONS

1. Legal acts relating to the provision of the Assistance Services Benefit require a written form.

2. The Provider reserves the right to cancel or change the terms and conditions of the Assistance Services Benefit at any time, in particular in the event of (i) a change in the market conditions for the provision of the Services within the meaning of the BTC, (ii) an increase in the cost of providing the Assistance Services Benefit, (iii) a change in the market and/or technological development of the Services, (iv) a change in the relevant legislation, and (v) a decision of the relevant government authority.

3. The Customer may not assign or transfer their rights and obligations under the Contract in connection with these Terms and Conditions in full or in part without the prior written consent of the Provider.

4. The Provider shall have the right to unilaterally change these Terms and Conditions due to changes in market conditions and the Provider's pricing inputs and for the reasons set out in Article 11, Section 2 of these Terms and Conditions. These Terms and Conditions shall cease to apply upon the effectiveness of the new Terms and Conditions. The Provider shall notify the Customer of a change to the Terms and Conditions by posting it on the Website at least 30 days before the change takes effect.

5. In the event of a discrepancy, provisions of the Contract shall prevail over the provisions of these Terms and Conditions and the BTC. If any relationship is not regulated by the Contract, the Terms and Conditions or the BTC, it shall be governed by the applicable laws of the Slovak Republic. If any provisions of the Contract, these Terms and Conditions and the BTC are in conflict, they shall apply to the contractual relationship in the following order: the Contract, the Terms and Conditions, the BTC and subsequently, applicable laws.

6. These Terms and Conditions shall come into force and effect on 1st November 2026.