“PLENITUDE ON THE ROAD” APP: GENERAL TERMS AND CONDITIONS

These general conditions of contract (“**General Conditions**” or “**Contract**”) govern the terms and conditions relating to the use of the services (“**Services**” and, each individually, “**Service**”) provided by Plenitude On The Road S.r.l., with registered office in Milan, Via Carlo Bo, no. 11 (VAT No.: 09957510960; email/PEC (certified email): ontheroad@pec.emob.eniplenitude.com, telephone no.: 0237929489 – “**Plenitude On The Road**” or the “**Company**”), via the Plenitude On The Road app (“**App**”) to its customers (“**Customers**” or “**Users**”).

To access the Services, after accepting these General Conditions, the Customer will be required to create a billing profile (“**Billing Profile**”), which may be private (intended for consumers as defined pursuant to Article 18(1)(a) of the Consumer Code), business (intended for VAT-registered persons) or associated (intended for drivers of Plenitude On The Road business Customers), and to enter a valid payment method in the App, where applicable also by registering as a Customer of the Service pursuant to Article 2 below – “Registration and Joining the Service”. The Customer acknowledges that, in exchange for using the Services, they shall pay Plenitude On The Road the rates available in the App and governed by the document *“Annex 1: Rates for using the Charging Service via the Plenitude On The Road App”* (“**Rates**”), attached to these General Conditions and forming an integral and substantial part thereof.

These General Conditions will also apply, subject to appropriate updates pursuant to Article 3 below – “Changes to the General Conditions, Services and Rates”, to any new Services that may be provided to Customers in the future.

More information on the Services is also available on the PLENITUDE website at https://eniplenitude.eu/e-mobility.

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1. PURPOSE OF THE CONTRACT

1.1. These General Conditions govern the provision by Plenitude On The Road of the following Services via the App:

a) starting and stopping the electric vehicle charging service (“**Charging Service**”) at public charging stations compatible with the

Service, both those owned by Plenitude On The Road ("**Plenitude On The Road Charging Stations**") and those owned by third-party operators ("**Third-Party Charging Stations**" – the Plenitude On The Road Charging Stations and Third-Party Charging Stations shall hereinafter be jointly referred to as "**Charging Stations**"), which the Customer may access via the App or using the RFID card associated with their profile (see Article 6.5);

b) displaying on a map the Charging Stations for electric vehicles that are compatible with the Charging Service provided by Plenitude On The Road, with the option of reaching them using the navigation apps available on the Customer's device;

c) allowing the Customer to set their preferred Charging Stations;

d) booking the Charging Service at one of the Charging Stations enabled for this feature for the period of time prior to the start of the Charging Service indicated in the App in the details of the individual Charging Station;

e) monitoring the provision of the Charging Service at Plenitude On The Road Charging Stations and, where available, at Third-Party Charging Stations;

f) notifying the Customer, provided that the relevant feature has been enabled on their device, that the free parking period has ended (i.e. the maximum period during which the Charging Station and the related parking area may be occupied free of charge from the time the Charging Service ends, pursuant to Article 5 below);

g) purchasing and associating an RFID card with the Customer's Billing Profile;

h) payment, where applicable, of the fees due for using the Services pursuant to Article 6 below;

i) storing and displaying, in a dedicated section, the history of the Charging Services used by the Customer and the invoices issued in connection therewith;

j) changing the personal details and payment method associated with the Customer's Billing Profile;

k) associating multiple Billing Profiles with the same Customer. Each such Profile may provide for the application of different Rates and/or a

dedicated display of the Charging Stations available to the Customer. Where the same Customer has multiple Billing Profiles, Plenitude On The Road will use a unique identification code to associate them with a single Customer.

1.2. Plenitude On The Road reserves the right to supplement the Services listed above with additional Services, providing appropriate notice to the Customer after this Contract has been entered into.

1.3. When using the Services, the Customer is required to comply with and observe the provisions of these General Conditions and the relevant annexes.

2. REGISTRATION AND JOINING THE SERVICE

2.1. Access to the Services is permitted exclusively to persons aged 18 or over and may take place alternatively:

i. by registering as a Customer through the smartphone App ("**Registered Users**"). By completing the registration procedure and clicking on the "Accept" button, the Customer declares that they have carefully read and expressly accepted these General Conditions, the relevant annexes and the Privacy Policy.

During the registration procedure, the User will be required to provide their tax identification code, which will be used as a unique identification code ("**Unique Identification Code**") and associated with the account created by the User. If the User does not have a tax identification code, they will be assigned a different Unique Identification Code, which will be generated on the basis of the information provided by the User during registration. In this regard, it is specified that, from 22 September 2026, each Registered User, identified by means of the Unique Identification Code generated as described above, may hold only one account, which must be associated with a single email address.

For the purpose of using the Services, at the end of the registration procedure the User must also create a Billing Profile. The Customer may add further Billing Profiles at a later stage. For more information, please see the "Frequently Asked Questions" section in the App and on the PLENITUDE website;

ii. without prior registration in the App, by entering only the billing information and payment method when using the Service

("**Unregistered Users**"). In order to use the Services – within the limits set out in Article 2.2 below – the Unregistered User must declare that they have carefully read and expressly accepted these General Conditions, the relevant annexes and the Privacy Policy. For more information, please see the "Frequently Asked Questions" section in the App and on the PLENITUDE website.

2.2. After entering the information required for payment and billing purposes, Unregistered Users may only use the following Services:

a) starting and stopping the electric vehicle Charging Service both at **Plenitude On The Road** Charging Stations and at **Third-Party Charging Stations** accessible to the Customer via the App. It is specified that Unregistered Users may use the Charging Service exclusively under the Pay per use Rate, as defined pursuant to Article 3 of Annex 1: Rates for using the Charging Service via the Plenitude On The Road App, and may not purchase Subscriptions;

b) displaying on a map the Charging Stations for electric vehicles that are compatible with the Charging Service provided by Plenitude On The Road, with the option of reaching them using the navigation apps available on the Customer's device;

c) monitoring the provision of the Charging Service at Plenitude On The Road Charging Stations and, where available, at Third-Party Charging Stations.

2.3. In the cases referred to above, access to the Services (including the Charging Service) is in any event subject to Plenitude On The Road successfully verifying the accuracy of the information entered by the Customer when creating their Billing Profile, including payment information. For the accepted payment methods, please see Article 6.

3. CHANGES TO THE GENERAL CONDITIONS, SERVICES AND RATES

3.1. Plenitude On The Road reserves the right to update, supplement and/or amend these General Conditions (including Annex 1: Rates for using the Charging Service via the Plenitude On The Road App, see Article 3.3) where there are justified reasons to do so, including: (**a**) reasons of public interest and/or security; (**b**) reasons related to proper compliance, including following an intervening change, with legislative and/or regulatory obligations; (**c**) reasons related to the implementation of technical updates and improvements to the Services and the App, including any technical updates to the App; (**d**) technical, organisational and/or commercial reasons

requiring changes without which Plenitude On The Road would be unable to continue providing the Services covered by these General Conditions; and (**e**) changes in market conditions and in the economic/commercial assumptions taken into consideration when determining the conditions for providing the Services.

3.2. Updates to these General Conditions will be communicated with 14 (fourteen) days' prior notice ("**Notice Period**") by means of a direct communication to the Customer at the email address provided during registration and/or when joining the Service. Once the Notice Period has expired, the amendments shall become effective and the amended version of the General Conditions will be published at https://eniplenitude.eu/content/dam/plenitude-uk/plenitude-on-the-road/app-terms-and-conditions.pdf. Customers will also be informed through a notification in the App.

3.3. With regard to amendments and updates to the Rates, reference should be made to the document "Annex 1: Rates for using the Charging Service via the Plenitude On The Road App".

3.4. In the event of any supplement, update and/or amendment to these General Conditions, including amendments to the Rates (without prejudice to the Customers' right to delete their account from the App at any time), the Customer shall have the right to withdraw from these General Conditions, as further detailed in Article 4 below and in compliance with the Notice Period.

3.5. The Customer acknowledges and accepts that any amendments, supplements and/or updates to these General Conditions shall be deemed expressly accepted by the Customer if the latter does not withdraw from these General Conditions before expiry of the Notice Period, i.e. within 14 (fourteen) days from the date of receipt of the communication sent by Plenitude On The Road pursuant to Article 3.2 above.

3.6. It is understood that, should the Customer withdraw following an amendment, supplement and/or update to these General Conditions or the Rates, they shall be entitled, subject to the provisions of Article 4 below, to continue using the Services until Plenitude On The Road deletes the account.

4. DURATION, COOLING-OFF RIGHT, WITHDRAWAL AND TERMINATION

4.1. This Contract is entered into when it is accepted by the Customer and shall remain in force for an indefinite period.

4.2. The Customer may in any event exercise their cooling-off right within 14 days of entering into this Contract ("**Cooling-off Period**").

4.3. Following their express consent and acknowledgement, a Customer who is a consumer and intends to start using the Services during the Cooling-off Period shall be required to pay for the Services already provided, in accordance with the document "Annex 1: Rates for using the Charging Service via the Plenitude On The Road App".

4.4. If the Customer purchases a prepaid "Card" (as defined in Article 6.3(c) below) and exercises their cooling-off right within the Cooling-off Period running from the date of purchase, Plenitude On The Road shall refund the amount paid to purchase the prepaid "Card", provided that it has not been used, in whole or in part, in the meantime. The Customer will not be refunded if they exercise the cooling-off right after expiry of the Cooling-off Period.

4.5. If the Customer purchases a "Plenitude On The Road" RFID card (as defined in Article 6.5 below) and exercises their cooling-off right within the Cooling-off Period running from the date of purchase, Plenitude On The Road shall deactivate the "Plenitude On The Road" RFID card and refund the amount paid for its purchase within 10 (ten) days from the date of the request. From the date on which the "Plenitude On The Road" RFID card is deactivated, the Customer may no longer use it to pay for the Services, without prejudice to their right to continue using the Services through the other payment methods provided for in Article 6.

4.6. The Customer may exercise their cooling-off right by sending an unambiguous communication to support@service.emob.eniplenitude.com expressing their intention to exercise such right. The Customer will receive confirmation by email regarding the handling of the cooling-off request. In the cases referred to in Articles 4.4 and 4.5 above, the relevant account will not be deleted unless expressly requested by the Customer.

4.7. Without prejudice to the above, the Customer may withdraw from this Contract at any time by clicking on the "Delete Account" button on the "Account Data" page in the App or, should they experience any difficulties in doing so, by sending an express request to support@service.emob.eniplenitude.com. Following such request, Plenitude On The Road will delete the account within 10 (ten) days of receiving the Customer's withdrawal request. In such case, the Customer will be invoiced for the Services used up to the date on which the account is deactivated.

4.8. If a Customer withdraws while holding a prepaid Card that still has credit or has not yet expired, the withdrawal shall take effect from the day following the scheduled expiry date of the prepaid "Card". Plenitude On The Road will deactivate the account within 10 (ten) days of such expiry. In this case, the Customer will be invoiced for the Services used up to the deactivation of the account, applying the Rate in force at the time the Services are used. If, on the other hand, the Customer wishes their account to be deleted immediately, regardless of the expiry date of the prepaid "Card", they must expressly indicate this in their withdrawal communication sent to support@service.emob.eniplenitude.com.

4.9. Withdrawal by the Customer or termination of this Contract shall result in the loss of Customer status, the corresponding deactivation of the account and the automatic termination of the Contract and of any consequential relationship connected with the Service.

4.10. Plenitude On The Road shall have the right to terminate this Contract with immediate effect pursuant to Article 1456 of the Italian Civil Code in the following cases:

i. the Customer is in breach of their payment obligations; or

ii. the Customer uses the Service in breach of these General Conditions and/or applicable laws and regulations and/or for unlawful purposes and, in particular, in breach of the following provisions: Article 6; Article 9; Article 11; Article 13.

4.11. Without prejudice to the provisions of Article 4.7 above, Plenitude On The Road shall have the right to terminate this Contract pursuant to Article 1454 of the Italian Civil Code, after serving formal notice on the Customer to fulfil their obligations within a minimum period of 15 days.

4.12. Plenitude On The Road shall in any event have the right to suspend the Service, subject to prior notice to the Customer, in the event of non-payment or partial payment of the amount due under even a single issued and unpaid invoice. **The Service and billing will be reactivated once all outstanding invoices have been paid.**

5. USE OF THE SERVICE AND EXTRA-PARKING RATE

5.1. Registration with the Plenitude On The Road App is free of charge.

5.2. Use of the Charging Service by the Customer requires payment of a fee based on the Rates selected by the Customer (except in the case of an Unregistered User, who may use the Charging Service exclusively under the

Pay per use Rate). The conditions applicable to the various Rates made available to the Customer are described in greater detail in the document entitled "Annex 1 – Rates for using the Charging Service via the Plenitude On The Road App", attached to this Contract. The Charging Rates are also published at the following link: https://eniplenitude.eu/e-mobility/pricing.

5.3. The Customer may not occupy a Plenitude On The Road Charging Station and the related parking area for longer than the period indicated in the App as "free parking". The "free parking" period begins when the supply of energy from the Charging Station ends and lasts for 60 minutes. Once the "free parking" period has expired, an extra-parking rate will be charged to the Customer. In the case of Quick Charging Stations with a power rating of up to 22 kW only, the extra-parking rate applicable after expiry of the "free parking" period shall not apply during night-time hours, i.e. from 11 p.m. to 7 a.m.

5.4. Once the "free parking" period has expired, the period of occupation of the Plenitude On The Road Charging Station relevant for the purpose of applying the extra-parking rate shall run from the end of the "free parking" period, as defined above pursuant to Article 5.3, until the connector is removed from the Charging Station being used.

The extra-parking rate charged to the Customer for Plenitude On The Road Charging Stations is calculated by applying a fixed charge for each minute during which the Charging Station and the related parking area are occupied after expiry of the "free parking" period. The fixed charges vary according to the type of charging point used and are set out below:

Type of Charging Station	**Euro**	**CHF***
Quick (AC up to 22 kW)	€0.12/ min	CHF 0.12/min
Fast (DC up to 99 kW)	€0.20/ min	CHF 0.20/min
Fast+ (DC up to 149 kW)	€0.30/ min	CHF 0.30/min
Ultrafast (DC over 150 kW)	€0.30/ min	CHF 0.30/min

* Applicable to Charging Stations in Switzerland.

5.5. Plenitude On The Road reserves the right to apply the extra-parking rate described above also where a charging session is carried out at a power level below the Minimum Power Level described in Article 11.

5.6. The start time of the Charging Service can be viewed in real time in the App on the current charging screen and, once the charging session has ended, also in the "Activities – History" section.

5.7. Failure to pay the extra-parking rate may result in suspension and/or termination of the Contract pursuant to Article 4, and the relevant amounts will be recovered by Plenitude On The Road in accordance with applicable law.

5.8. In relation to Third-Party Charging Stations, the conditions and amounts applicable to extra-parking charges or penalties for occupying the relevant parking areas beyond the permitted time limits are determined by the operators owning the Charging Station.

6. BILLING AND PAYMENTS

6.1. Invoices issued to the Customer show the charges and/or any credits, specifying the Services used by the Customer. Invoices are issued in digital format, sent to the email address indicated in the Billing Profile and stored in the "Billing History" section of the App. Payment may be made via the App using the accepted payment methods set out below and in the payments section of the App. Without prejudice to the provisions concerning pre-authorisation (see Article 6.7), the amount due by the Customer to Plenitude On The Road is charged once the Service has been provided.

6.2. The Customer may select different payment methods for each Billing Profile linked to their account. For all Customers, the last payment method associated with the relevant Billing Profile will automatically be considered the preferred payment method for the Service, unless the Customer subsequently selects a different one. The Customer may not select Multicard Enilive as the preferred payment method for the Service.

6.3. The accepted payment methods are as follows:

a) **Credit or debit cards** operating on the VISA, MASTERCARD, VPAY and MAESTRO circuits. The payment service provider is Nexi;

b) **Multicard Enilive**: a payment instrument provided by Enilive S.p.A. and subject to the terms and conditions of use established by that company. It may be configured within the App in order to use the

Services.

i. When configuring the Multicard Enilive, the Customer will be required to enter the Multicard number, PIN, driver code, where applicable, and tax identification code in order to verify the validity of the card;

ii. the Multicard Enilive may be used exclusively at Plenitude On The Road Charging Stations and Third-Party Charging Stations located in Italy and the Republic of San Marino;

iii. in order to complete the dematerialisation process for the Multicard Enilive, the Customer will be required to complete an MFA (Multi-Factor Authentication) verification. If the verification process is unsuccessful or in the event of any issue relating to the Multicard Enilive payment instrument, the Customer must contact centroservizi.multicard@enilive.com;

iv. the Customer may remove a Multicard associated with their Billing Profile at any time by accessing the "Payment Methods" section of the App within the "User Profile" section;

v. if the Customer wishes to add a previously removed Multicard Enilive again, they must repeat the configuration process described above;

vi. in order to make a payment using Multicard, the Customer must authorise the transaction by entering the associated PIN;

c) **Prepaid "Card"**: an instrument provided by Plenitude On The Road containing a predetermined amount that allows the relevant sum of money to be credited to the "**Wallet**" in the App.

i. The credit may be used within 6 months from the date of purchase to pay the Rates applicable to use of the Charging Service (as defined in the document "Annex 1 – Rates for using the Charging Service via the Plenitude On The Road App"), exclusively at Plenitude On The Road Charging Stations and Third-Party Charging Stations located in Italy and the Republic of San Marino;

ii. the prepaid "Card" may be purchased exclusively by Registered Users who have selected Italy or the Republic of San Marino as their main charging country in the App. Registered Users may choose from the following prepaid "Card" denominations:

	CARD 50	**CARD 100**	**CARD 150**
Cost	€50	€100	€150
Actual value	€53	€110	€170

iii. the Card may be purchased directly in the App using a credit card. Once purchased, the Card may be used by selecting the Wallet as the payment method. The 6-month expiry date will be displayed in the App at the time of purchase;

iv. the Customer may also use prepaid Cards with denominations and expiry dates different from those indicated above where such Cards are made available by Plenitude On The Road or third parties;

v. once the 6-month period within which the Card must be used has expired (corresponding to the expiry date displayed in the App), any unused residual credit in the Wallet will be reset to zero, may no longer be used and will not be refunded. Additional Cards may be purchased even if the credit relating to a previously purchased Card has not yet expired. Where several Cards are active at the same time, the App payment system will prioritise the credit associated with the Card having the earliest expiry date.

6.4. If payment for the Service is unsuccessful, Plenitude On The Road will inform the Customer that it has been unable to charge the amounts due for the Services used and will suspend the Customer's Billing Profile until the outstanding amount has been paid. If the payment failure is due to network disruptions, Plenitude On The Road will make up to 4 further attempts to charge the same payment method.

6.5. The "Plenitude On The Road" RFID card is a means of starting/stopping the Charging Service and allows the Customer to start and stop a charging session under the Rate selected for the Billing Profile with which the RFID card has been associated. The RFID card uses the same payment methods as the App, as described in Article 6, but payment via Multicard Enilive cannot be associated with it.

6.6. The RFID card may be purchased exclusively by Registered Users at the price indicated in the relevant section of the App. In order to make the purchase, the Registered User must have entered their billing information and a valid payment method in the App. In order to be activated and used,

the RFID card must be associated via the App with one of the Customer's Billing Profiles. If the Customer does not have a valid payment method in the App, including as a result of expiry of the debit/credit card associated with the Billing Profile, they will not be able to purchase or use the RFID card.

6.7. In order to use the Charging Service, a pre-authorisation of up to €150/CHF 150 may be required on the credit or prepaid card entered by the Customer in the App. At the end of the Charging Service, any pre-authorised amount exceeding the cost of the Service will be released within the timeframes established by the relevant banking institutions.

7. DISCOUNT COUPONS

7.1. The Customer may benefit from specific discounts offered by Plenitude On The Road, Eni Group companies or third parties. Such discounts may be granted, for example, through the allocation to the Customer of Coupons/Vouchers or Gift Cards and/or as part of specific promotions. Use of the discounts is governed by the terms and conditions specifically applicable to each initiative, which will be duly communicated to the Customer.

8. DISCLAIMER

8.1. To the maximum extent permitted by applicable law, except where the harmful event is an immediate and direct consequence of the conduct of Plenitude On The Road and is attributable to wilful misconduct or gross negligence on the part of Plenitude On The Road, Plenitude On The Road shall not be liable for direct or indirect damages of any kind, not attributable to Plenitude On The Road, which the Customer or third parties may suffer in any way in connection with the provision of the Services. Furthermore, the Company shall not be held liable for any direct or indirect damages resulting from changes to the methods, schedules and conditions under which the Service is provided, or from the suspension, interruption or unavailability of the Service, including where limited to certain Charging Stations, where caused by vehicles, technological equipment, IT or telecommunications systems or, in any event, by any cause attributable to third parties.

8.2. With reference to the display of Third-Party Charging Stations on the map, Plenitude On The Road shall not be held liable for any damage resulting from inaccurate information concerning the geographical location of Third-Party Charging Stations, or for any direct or indirect

damage resulting from the use thereof, which shall remain under the sole responsibility of the relevant third-party provider.

Plenitude On The Road shall furthermore have no liability for total or partial failure to perform its obligations due to force majeure, including, by way of example and without limitation: acts of the State or Public Administration, acts of Public Authorities, legal restrictions, fire, flooding, explosions, mobilisations, riots, strikes, industrial disturbances, power outages, interruption of telephone lines, shortages of fuel oils and other similar events.

8.3. In any event, to the maximum extent permitted by applicable law, the Customer expressly releases Plenitude On The Road from any liability for damages of any kind suffered by the Customer and/or third parties in connection with performance of the Contract where such damages are not caused by wilful misconduct or gross negligence on the part of Plenitude On The Road but are attributable to wilful misconduct or gross negligence on the part of the Customer.

8.4. Plenitude On The Road or Customers may provide links to other websites or other Internet/Web resources. The Customer acknowledges and accepts that Plenitude On The Road may in no way be held liable for the operation of external websites or resources. Plenitude On The Road is not required to monitor and does not monitor the content of such websites and accepts no responsibility for any content and/or material, including advertising material, made available on such websites or external resources, or for the products or services offered thereon. Such products or services may in no way be regarded as attributable to Plenitude On The Road and, accordingly, the Customer assumes full responsibility for any purchases of such products or services.

9. PROHIBITION ON RESALE OR COMMERCIAL USE OF THE SERVICES

9.1. The Customer's right to use the Services is personal and non-transferable. The Customer may not resell the Services or make any other commercial use thereof without the written consent of Plenitude On The Road.

10. INDEMNITY

10.1. The Customer undertakes to use the Services exclusively for lawful purposes permitted under applicable laws, customs and practices and the applicable standards of due care and, in any event, without infringing the rights of any third party, with particular regard to data protection rules, laws

protecting intellectual and industrial property and telecommunications regulations. The Customer assumes full and exclusive responsibility for the content of messages and texts sent by them or on their behalf to third parties in connection with use of the Services, acknowledging that they alone are responsible therefor and releasing Plenitude On The Road, as well as its affiliates, controlling entities, controlled entities, representatives, employees and partners of Plenitude On The Road, from any resulting claim for damages or recourse. The Customer shall also reimburse Plenitude On The Road for any costs, including legal fees, arising from claims or actions brought by third parties against it in respect of damage caused by the Customer or by persons authorised by the Customer to access the Services.

10.2. In relation to the above, the Customer undertakes to immediately notify Plenitude On The Road at support@service.emob.eniplenitude.com of any unauthorised use of their account by third parties or of any other security breach of which they become aware, and hereby undertakes to indemnify and hold Plenitude On The Road harmless from any and all claims, including claims for damages, brought and/or arising directly or indirectly from the aforementioned unauthorised use or misuse of their account by any person.

11. AVAILABLE ENERGY LEVEL BASED ON POWER

11.1. The instantaneous power level available at individual Charging Stations may reach a maximum corresponding to the kW value indicated in the App ("**Maximum Power Level**").

11.2. In order to use the Charging Service correctly, the Customer must set a minimum instantaneous power absorption threshold for the vehicle of at least 1 kW ("**Minimum Power Level**"). Plenitude On The Road reserves the right to terminate these General Conditions, as further detailed in Article 4.10 above, and to apply the extra-parking rate referred to in Article 5 above where charging is carried out at a power level below the Minimum Power Level.

11.3. The Maximum Power Level indicated in the App may not actually be provided due to technical reasons, including, by way of example and without limitation, network congestion or other technical causes relating to the vehicle, battery status, charging infrastructure or network connection.

11.4. It is understood that Plenitude On The Road shall in no way be held liable where the power actually supplied is below the Maximum Power Level, even where that level is indicated or estimated in the App.

12. PROCESSING OF PERSONAL DATA

12.1. For the purposes of providing and using the Services, Plenitude On The Road will process Customers' personal data in accordance with applicable personal data protection laws, including Regulation (EU) 2016/679 ("**GDPR**"), and on the basis of the Privacy Policy available in the relevant section of the App. Customers' personal data will be processed in accordance with the information on personal data processing provided pursuant to Article 13 of the GDPR.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. The Customer expressly acknowledges that all intellectual and/or industrial property rights, including, by way of example and without limitation, know-how, source code, software, hardware, designs, applications, patents, trade secrets, formulas, algorithms, models, databases, trademarks, models and the like, relating to the Services, the App, the PLENITUDE website, the data and any other materials attributable to Plenitude On The Road or otherwise made available to the Customer by Plenitude On The Road pursuant to this Contract, are and shall remain the exclusive property of Plenitude On The Road and of the parties from which Plenitude On The Road is duly licensed.

13.2. The Customer is expressly prohibited from reproducing, copying, modifying, selling, assigning, licensing, granting, transferring to third parties and/or creating works through the use of any intellectual and/or industrial property right belonging to Plenitude On The Road, and from allowing third parties to do so through the Customer or through the Customer's electronic device and Plenitude On The Road account. The Customer further acknowledges that all content (including, by way of example, software, images, graphics, photographs, music, sound, video, texts, data, etc.) conveyed as part of any promotional correspondence between the Customer and third parties advertising their products via the "web mail" service is protected by the applicable laws on copyright, trademarks, service marks, patents or other proprietary rights and laws.

13.3. The "Explore" section of the App is implemented using Mapbox mapping services, including application programming interfaces (APIs). The Customer's use of Mapbox is subject to the terms and conditions applicable to the services provided by Mapbox.

14. APPLICABLE LAW AND JURISDICTION

14.1. These General Conditions are governed by Italian law. This is without

prejudice to the application, to Customers who are also consumers within the meaning of Italian Legislative Decree No. 206/2005, as subsequently amended and supplemented – the "**Consumer Code**" – and whose habitual residence is outside Italy, of any more favourable mandatory provisions established by the law of the country in which they have their habitual residence.

14.2. The Court of Milan shall have jurisdiction over any disputes arising in connection with the application, performance or interpretation of this Contract. In any event, in accordance with applicable law, where the Customer is a consumer within the meaning of the Consumer Code, the court of the place where the Customer resides or has elected domicile shall have jurisdiction over any dispute relating to the application, performance or interpretation of this Contract.

15. ALTERNATIVE DISPUTE RESOLUTION

15.1. Plenitude On The Road informs Customers who are consumers within the meaning of the Consumer Code that, where they have submitted a complaint to Plenitude On The Road and it has not been possible to resolve the resulting dispute, they may refer the dispute for amicable resolution through conciliation to RisolviOnline, an independent and institutional service provided by the Arbitration Chamber of the Milan Chamber of Commerce. For more information on the RisolviOnline rules or to submit a request for conciliation, the Customer may visit risolvionline.com.

15.2. As an alternative to the provisions of Article 15.1 above, Plenitude On The Road also informs Customers who are consumers within the meaning of the Consumer Code that a European platform has been established for the online resolution of consumer disputes (the ODR Platform – accessible at http://ec.europa.eu/consumers/odr/). Through the ODR Platform, the Customer may consult the list of ADR bodies, find the link to the website of each body and initiate an online dispute resolution procedure in relation to the relevant dispute. The Plenitude On The Road email address to be indicated on the ODR Platform is: ontheroad@pec.emob.eniplenitude.com.

15.3. Customers who are consumers within the meaning of the Consumer Code and reside in a Member State of the European Union other than Italy may also, in relation to any dispute concerning the application, performance and interpretation of these General Conditions, access the European Small Claims Procedure established by Regulation (EC) No. 861/2007 of the Council of 11 July 2007.

15.4. In any event, Customers who are consumers within the meaning of

the Consumer Code retain the right to bring proceedings before the competent ordinary courts in relation to any dispute arising from these General Conditions, regardless of the outcome of the out-of-court dispute settlement procedure, as well as, where the relevant conditions are met, to initiate an out-of-court dispute resolution procedure, where appropriate through the procedures referred to in Part V, Title II-bis of the Consumer Code, entitled "**Alternative Dispute Resolution**".

16. SUPPORT AND COMPLAINTS

16.1. Customers may request information, send communications or submit complaints to Plenitude On The Road in the following ways:

i. through the App, by accessing the section dedicated to Customer Service;

ii. by sending an email to support@service.emob.eniplenitude.com;

iii. by calling the following telephone number, available 24 hours a day: +39-0230329064.

16.2. Plenitude On The Road will respond to complaints by email within 5 business days from the date on which the complaint is received.

17. UNFAIR CLAUSES

17.1. The parties expressly declare that they accept the content of Articles 2, 3, 4, 5, 6, 8, 10, 11, 14 and 15.

ANNEX 1:

RATES FOR USING THE CHARGING SERVICE VIA THE PLENITUDE ON THE ROAD APP

This document, attached to the General Conditions governing the provision of the Services provided by Plenitude On The Road S.r.l. via the App, describes and governs any applicable Rates for using the Electric Vehicle Charging Service at public Charging Stations compatible with the Charging Service, which the Customer can access via the App or using the RFID card associated with their profile.

1. DEFINITIONS

1.1. In this document, unless otherwise defined, terms and expressions indicated with capital letters shall have the meaning attributed to them within the General Conditions of which this document is an Annex and an integral and essential part.

2. CHARGING SERVICE RATES

2.1. Use of the Charging Service is paid for based on the Rate chosen by the Customer. This charge is all-inclusive and therefore includes all costs related to the Customer's use of the Charging Service and any taxes for which the applicable law provides the right of recourse.

3. PAY PER USE RATE

3.1. The pay per use rate is the price in euro (or other currency) per kWh applied to the Customer for use of the Charging Service at the Charging Stations (“Pay per use Rate”).

3.2. The amount charged to the Customer for use of the Charging Service is calculated by multiplying the kWh delivered by the Pay per use Rate published in the App for the Charging Station selected by the Customer. The Pay per use Rate may vary depending on the type of socket selected by the Customer from the available options, namely Quick (AC), Fast (DC), Fast+ (DC) and Ultrafast (DC).

3.3. The Pay per use Rate applied for use of the Charging Service may differ depending on the Charging Station selected by the Customer from those available in the App. In this regard, it should be noted that the amount of the Pay per use Rates applied for use of the Charging Service at

Third-Party Charging Stations is in any event determined by Plenitude On The Road. This amount may differ: **i)** from the Pay per use Rate applied for use of the Charging Service at Plenitude On The Road Charging Stations, including in terms of the tariff structure, as charging activation fees or charges for occupying the Third-Party Charging Station may apply; and **ii)** from the rates applied by third-party operators for charging sessions carried out at their own Charging Stations in accordance with the methods established by them.

4. SUBSCRIPTIONS

4.1. In addition to the Pay per use Rate, the Registered Customer may choose to use the Charging Service by purchasing one of the subscription plans subject to a recurring fixed fee ("**Subscription**").

4.2. Each Plenitude On The Road Subscription plan allows Registered Customers with a private Billing Profile who have selected Italy in the App as their "main charging country" to purchase a specified amount of kWh that can be used for the Charging Service at specific types of Charging Stations (Quick, Fast or Ultrafast), as applicable, either exclusively on the Plenitude On The Road proprietary network or also on the proprietary networks of third parties. The Subscription plans and their respective scope are described below:

- **Smart Road Subscription:** a subscription plan which, in exchange for payment by the Registered Customer of a monthly fee of €45, provides a monthly allowance of 100 kWh that can be used, via the App or RFID Card, for the Charging Service exclusively at Plenitude On The Road Quick Charging Stations (AC up to 22 kW) available in Italy and the Republic of San Marino;

- **Fast Road Subscription:** a subscription plan which, in exchange for payment by the Registered Customer of a monthly fee of €83, provides a monthly allowance of 150 kWh that can be used, via the App or RFID Card, for the Charging Service exclusively at Plenitude On The Road Charging Stations of any type – Quick (AC up to 22 kW), Fast (DC up to 99 kW), Fast+ (DC up to 149 kW) and Ultrafast (DC above 150 kW) – available in Italy and the Republic of San Marino;

- **Open Road Subscription:** a subscription plan which, in exchange for payment by the Registered Customer of a monthly fee of €150, provides a monthly allowance of 200 kWh that can be used, via the App or RFID Card, for the Charging Service at Plenitude On The Road Charging Stations and Third-Party Charging Stations of any type –

Quick (AC up to 22 kW), Fast (DC up to 99 kW), Fast+ (DC up to 149 kW) and Ultrafast (DC above 150 kW) – available in Italy and the Republic of San Marino.

4.3. It is specified that any kWh included in the Subscription purchased by the Customer that have not been used within the relevant monthly Subscription validity period may no longer be used for the Charging Service and will therefore be forfeited. If, during the monthly Subscription validity period, the Registered Customer carries out charging sessions resulting in consumption exceeding the monthly kWh allowance included in the selected Subscription plan, such excess consumption will be invoiced at the Pay per use Rate, unless the Customer purchases a new Subscription plan after withdrawing from the previous one in accordance with Article 6 below.

4.4. If the Registered Customer changes the "main charging country" in the App after purchasing the Subscription, the Subscription will remain active and subject to automatic renewal unless cancelled in accordance with the provisions below. The Subscription has a duration of one month and will therefore be valid from the date on which it is taken out until the corresponding date in the following month. At the end of each monthly Subscription validity period, the Subscription will automatically renew under the same conditions unless cancelled. Cancellation must be exercised no later than the last day of the Subscription validity period, calculated from the Subscription activation date or its most recent renewal date, by clicking the relevant button on the "Manage subscription" details screen for the active Subscription. In the event of cancellation, the Customer may continue to use any remaining kWh until the end of the current Subscription validity period.

4.5. No later than the last day of the Subscription validity period, the Customer may also request a change to the Subscription plan taken out (e.g. from Smart Road to Fast Road). In such case, the change of Subscription will become effective from the first day following the end of the validity period of the previous Subscription plan.

4.6. Subscriptions cannot be purchased using an Enilive Multicard, Card or Wallet.

5. COOLING-OFF RIGHT FOR SUBSCRIPTIONS

5.1. Where the Customer purchases one of the Subscriptions, the selected Subscription will only be activated once 14 days have elapsed from the purchase of the Subscription, pursuant to Article 52(1) of the Consumer

Code, during which the Customer may exercise their cooling-off right ("**Cooling-off Period**"). Where the cooling-off right is exercised within the Cooling-off Period, Plenitude On The Road will refund the Customer in full the amount paid as the monthly fee.

5.2. If, on the other hand, at the time the Subscription is taken out or at a later date, the Customer requests immediate activation of the Subscription pursuant to Article 51(8) of the Consumer Code, the Subscription will be activated immediately following the request and the Customer may start using it during the Cooling-off Period. In such case, if the Customer subsequently exercises their cooling-off right, Plenitude On The Road, pursuant to Article 57(3) of the Consumer Code, will refund the amount paid as the recurring fixed fee when the Customer took out the selected Subscription, deducting from such amount the value corresponding to the kWh actually used up to the time the cooling-off right is exercised.

By way of example only: if the Customer purchases the "Open Road" Subscription and requests immediate activation, the Customer will pay the recurring fixed fee of €150 and may immediately start using the 200 kWh included in the Subscription. If the Customer exercises their cooling-off right after having used 10 kWh, the Customer will receive a refund of €142.50, calculated as follows:

- €150 / 200 kWh = €0.75/kWh
- €0.75/kWh × 10 kWh = €7.50
- €150 – €7.50 = €142.50 refund

The Customer will therefore receive a credit note and an adjustment invoice confirming the refund.

5.3. The Customer may exercise their cooling-off right via the "Manage subscription" details screen for the active Subscription, where the Customer will find the option "I want to exercise my cooling-off right – complete the request form".

6. RIGHT TO TERMINATE THE SUBSCRIPTION

The Customer may terminate their Subscription at any time via the "Manage subscription" details screen for the active Subscription, where the Customer will find the "Termination" option. Termination of the Subscription will take immediate effect and the Customer will lose any remaining kWh without being entitled to a refund of any fee already paid.

If the Customer terminates the active Subscription, they may immediately purchase a new Subscription plan without having to wait until the monthly expiry date of the previous Subscription plan.

7. CHANGES TO RATES

7.1. Plenitude On The Road reserves the right to update, supplement and/or amend this Annex where there are reasonable grounds, including: **(a)** reasons of public interest and/or security; **(b)** reasons related to proper compliance, including following any intervening change, with legal and/or regulatory obligations; **(c)** reasons related to the implementation of technical updates and improvements to the Services and the App, including any technical update to the App; **(d)** technical, organisational and/or commercial reasons requiring changes without which Plenitude On The Road would be unable to continue providing the Services covered by these General Conditions; and **(e)** reasons related to changes in market conditions and in the economic/commercial assumptions on which the conditions for provision of the Charging Service were based.

7.2. Changes to this document will be communicated with at least 14 (fourteen) days' notice ("**Notice Period**"), by publication on the website https://eniplenitude.eu/content/dam/plenitude-uk/plenitude-on-the-road/app-terms-and-conditions.pdf and by means of a communication in the App, as well as by direct communication to the Customer at the email address provided during registration and/or when joining the Service.

7.3. If Plenitude On The Road amends or updates the provisions relating to Subscriptions, it will notify Customers by publication on the website, by means of a communication in the App and at the email address provided by Customers when registering with the App, at least 30 days before the date on which such changes take effect. The Customer's right to cancel the Subscription in accordance with Article 4.4 of this Rates Annex and to exercise the right of termination in accordance with Article 4.7 of the General Conditions remains unaffected.

8. BILLING FREQUENCY

8.1. For charging sessions using the Pay per use Rate, the invoice is issued and sent to the Customer at the end of the Charging Service and includes the charges due for the Charging Service and any additional costs due in respect of overstay fees applied pursuant to Article 5.3 of the General Conditions of Contract.

8.2. With regard to Subscriptions, the monthly fee will be invoiced upon

the initial purchase and upon each subsequent renewal.

The details of the applicable Rates can be found in the relevant section of the App.