

GENERAL TERMS AND CONDITIONS FOR THE USE OF THE SUBSCRIPTION

1. Definitions

Account: refers to the account created by the Subscriber in order to activate and manage his/her Subscription.

App: refers to *myAtlante* mobile application.

Atlante/we: refers to Atlante Infra Portugal S.A., a Portuguese company with a sole shareholder, subject to the direction and coordination of NHOA S.A., with registered office in Portugal, Avenida 25 de Abril de 1974, n.º 15B, 2795-195 Linda-a-Velha, Oeiras, registration number with the companies register of Lisbon 513989536, share capital of EUR 140,000.00 fully paid-in, e-mail info@atlante.energy.

EVC: refers to the electric vehicle charging infrastructure.

Payment Method: refers to the payment method chosen by the Subscriber in order to pay the Subscription.

Subscriber/you: refers to the User of the App that activates the Subscription.

Subscription: refers to the subscription offered by Atlante in its own App that provides for a discount on the charging tariff under specific circumstances, as defined here below.

Subscription Fee: refers to the cost of the Subscription, as detailed in article 4 below.

T&C: refers to these Terms and Conditions detailing the use and the functionality of the Subscription.

2. The Subscription

The Subscription is non-transferable and personal and can only be used by the Subscriber.

A Subscriber is allowed to conduct only one electric vehicle charging session at a time. Simultaneous charging sessions using the same Subscription are not permitted. Misuse of the Subscription is a breach of these T&C.

3. Duration of the Subscription

The Subscription can be activated by purchasing and enabling the Subscription through the App and by adding a valid Payment Method. The Subscription Fee will be charged immediately upon activation and subsequently on the same numerical day of each following month.

If the Subscription is activated on a numerical day that does not exist in the following month (for example, if activated on January 31st), the Subscription will renew on the last available day of the next month (for example, February 28th, or February 29th in a leap year).

Each Subscription period lasts from the day of activation until the day immediately preceding the subsequent renewal, resulting in Subscription periods varying between 28 and 31 days depending on the month.

Once activated, the Subscription will automatically renew each month until termination. The Subscriber may cancel the Subscription through the App at any time. Upon cancellation, the Subscription will remain effective until the end of the current Subscription period and will not be renewed thereafter. At the time of each

automatic renewal, Atlante will send the Subscriber an email reminding him/her of the period and procedures for cancelling the Subscription.

Without prejudice to the Subscriber's statutory rights, Atlante may temporarily or permanently suspend or cancel the Subscriber's account and relevant Subscription or impose limits on or restrict the Subscriber's access to parts or all of the Subscriber's account or the Subscription:

- if the Subscriber is in material breach of these T&C and/or the App's terms of use and, where such breach is capable of remedy, fails to remedy such breach within a reasonable time after being notified by Atlante;
- immediately, in response to requests by law enforcement or other government agencies under valid legal process; and/or
- immediately, where reasonably necessary to prevent or address fraud, cyber-attacks or other serious technical or security risks affecting the Subscription, the App or the relevant charging services.

Except in the two immediately preceding paragraphs, where prior notice is not feasible, Atlante will provide the Subscriber with advance notice of the intended suspension or termination, stating the reason and effective date.

The adoption of such measures will be preceded by an email to the Subscriber containing an indication of the reasons on which Atlante's decision is based and the procedures for the Subscriber to lodge a complaint. Atlante may take such measures even without prior notice, where there are reasons that prevent it from informing the Subscriber in advance: for example, where prior notice could compromise the security of the services provided by Atlante and/or third parties, or where required by law or the competent authorities.

4. Fees, discounts and payment

The Subscription Fee applicable at the time of activation shall be the fee displayed in the App and/or on Atlante's website prior to the activation of the Subscription. The Subscription Fee will have a fixed monthly cost and will be charged to the Subscriber's Payment Method on the subscription date and every month thereafter, according to Article 3. Following every payment, the Subscriber will receive the relevant receipt.

The Subscription Fee and the economic benefits associated with the Subscription, including the applicable discounted charging tariffs at the EVC, shall be those displayed in the App and/or on Atlante's website at the time the Subscription is activated.

Atlante may change the Subscription Fee and/or the economic benefits associated with the Subscription from time to time. Any such change will be communicated to the Subscriber at least 30 days in advance and will apply only to future Subscription periods. If the Subscriber does not accept the change, the Subscriber may cancel the Subscription before the change takes effect, without penalty.

If a new Subscriber activates a Subscription during an ongoing notice period for a change to the Subscription Fee and/or the economic benefits associated with the Subscription, the Subscriber will be informed, prior to activating the Subscription, of the upcoming change and the date on which it will take effect. This information will be displayed in the App and/or on Atlante's website and will also be included in the Subscription confirmation sent to the Subscriber.

We may exceptionally reduce the monthly Subscription Fee or offer a free trial period under promotional initiatives carried out in the App in specific timeframes. Any reduction in the Subscription Fee will be communicated in advance by Atlante.

If a payment for the Subscription is not successfully settled, due to expiration, insufficient funds, or otherwise, we reserve the right to suspend the Subscriber access to the service until we have successfully charged a valid Payment Method.

5. Communications

By accepting these T&C, the Subscriber accepts to periodically receive emails related to the Subscription, its use and functionalities.

6. Right of withdrawal

6.1 Each Subscriber who is a consumer (a natural person acting for purposes outside his/her trade, business, or profession) has the right to withdraw from this contract without giving any reason within fourteen days. The withdrawal period expires fourteen days after the day on which the contract is concluded.

To exercise the right of withdrawal, the Subscriber must notify us (Atlante Infra Portugal S.A., Avenida 25 de Abril de 1974, n.º 15B, 2795-195 Linda-a-Velha, Oeiras, toll-free number: +351800296929, or toll number for calls from abroad +351234246050, email address: support.portugal@atlante.energy) of their decision to withdraw from this contract by means of an unambiguous statement (e.g. email). You may use the model withdrawal form below, but this is not mandatory.

In order for the withdrawal period to be respected, it is sufficient for the Subscriber to send their communication concerning the exercise of the right of withdrawal before the expiry of the withdrawal period.

6.2 In the event of withdrawal from this contract by the Subscriber, we shall reimburse all payments received from them without undue delay and, in any event, no later than fourteen days from the day on which we are informed of the decision to withdraw from this contract. We will make the refund using the same means of payment as the Subscriber used for the initial transaction; in any event, this refund will not incur any costs for the Subscriber. If the Subscriber has requested that the provision of services commence during the withdrawal period, the Subscriber shall pay us an amount proportional to what has been provided to them up to the time they informed us of their withdrawal from this contract, in relation to all the services provided for in the contract.

6.3 Model withdrawal form:

(Please complete and return this form only if you wish to withdraw from the contract.)

To the attention of Atlante Infra Portugal S.A., Avenida 25 de Abril de 1974, n.º 15B, 2795-195 Linda-a-Velha, Oeiras, support.portugal@atlante.energy

I/we (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the sale of the goods (*)/for the provision of services (*) below:

Ordered on (*) / received on (*) :

Name of consumer(s):

Address of consumer(s):

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

Date:

(*) Delete as appropriate.

7. Governing law and place of jurisdiction

These T&C shall be governed by and construed in accordance with the laws of Portugal.

Reference is made to Annex 4 of the App's terms of use to be considered an integral part of these T&C.

8. Contacts

For any help or question regarding the Subscription, the Subscriber can contact Atlante at the Customer Support via the following phone numbers and email:

+351800296929 Toll-free number for landline calls

+351234246050 for calls from mobile number from Portugal

E-mail: support.portugal@atlante.energy

For the sake of clarity, for any help or question regarding the EVC, please refer to the numbers displayed available on the specific EVC itself.

9. Data Protection

Personal data relating to the Subscription will be processed in accordance with applicable data protection law and the Privacy Notice available in the App and on www.atlante.energy/terms-conditions, which forms an integral part of these T&C.

10. Final provisions

Atlante may, from time to time, modify and update these T&Cs and the conditions and Subscription Fee. In this regard, Article 6 of the General Terms and Conditions of Use of the 'myAtlante' application applies, with reference to the reasons why Atlante may modify the conditions and price of the Subscription, as well as with reference to the notice period and the possibility for the Subscriber to withdraw from the Subscription contract.

By accepting these T&C, the Subscriber accepts that Atlante may amend them in accordance with this clause.

These T&C neither exclude nor limit any of the Subscriber's mandatory rights in the country of residence that cannot by law be waived.

If a provision of these T&C is found to be invalid, the remaining provisions will not be affected, and the invalid provision will be replaced with a valid provision that comes close to the result and purpose of these T&C.

For anything not expressly mentioned in these T&C, please refer to the General Terms and Conditions of Use of the 'myAtlante' application accepted by the Subscriber and available at the following link: www.atlante.energy/terms-conditions, and to the privacy policy accepted by the Subscriber and available at the following link: https://atlante.energy/wp-content/uploads/2025/02/GCU-App-ATL-ENG_07.02.2025.pdf.

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