



GENERAL TERMS AND CONDITIONS OF SUPPLY OF ELECTRICITY FROM HIGH AND VERY HIGH-VOLTAGE NETWORKS AND GAS FOR THE MEDIUM AND LARGE CONSUMPTION CATEGORY

These General Terms and Conditions of Supply of Electricity from High and Very High-Voltage Networks ("HV/VHV") and Gas for the Medium and Large Consumption Category (the "GTC") are issued by **Slovenské elektrárne Česká republika, s.r.o.**, identification no.: 038 66 289, with its registered office at: Sokolská třída 1263/24, Moravská Ostrava, 702 00 Ostrava, registered in the Commercial Register maintained by the Regional Court in Ostrava, File C 78098 (the "Supplier").

1. GENERAL PROVISIONS AND UNILATERAL CHANGES OF THE GTC

- 1.1 These GTC regulate (among other things) the contractual relations and mutual rights and obligations arising in connection with supplies of electricity from the HV/VHV network and gas under Act No. 458/2000 Coll., on the Conditions for operating business and on performance of state administration in energy sectors (the Energy Act) (the "EA"), from the price decisions of the Energy Regulatory Authority (the "ERA"), technical standards and relevant laws between the customer of electricity or gas (the "Customer") and the Supplier, a holder of an electricity trading licence and a gas trading licence. Gas is always understood as natural gas.
- 1.2 These GTC are issued pursuant to Section 11a EA in connection with Section 1751 of Act No. 89/2012 Coll., Civil Code (the "Civil Code").
- 1.3 These GTC govern:
 - (a) agreements on electricity supply from HV/VHV networks ("ES Agreement");
 - (b) agreements on associated electricity supply services from HV/VHV networks ("AESS Agreement");
 - (c) gas supply agreements ("GS Agreement"); and
 - (d) agreements on associated gas supply services ("AGS Agreement");(ES Agreements, AESS Agreements, GS Agreements and AGS Agreements are hereinafter jointly referred to as "Agreements" or each individually as an "Agreement").
- 1.4 The Supplier is entitled to unilaterally change these GTC:
 - (a) to the extent necessary to ensure compliance with generally binding legal regulations; or
 - (b) in case of a change of other contractual terms and conditions to the extent necessary for another reason.
- 1.5 The Supplier will publish a new version of the GTC at least two (2) months before the effective day of the change (new) GTC, in its business locations (offices, establishments, etc.) and on its website www.slovenskeelektrarne.cz.
- 1.6 In case of a change under Art. 1.4 let. (b) of these GTC, the Customer may withdraw from the Agreement as an expression of disagreement with the changes or new GTC in accordance with Section 11a EA; if the Customer does not express its will to withdraw from the Agreement in writing in accordance with Section 11a EA, the change of GTC will become binding for the further contractual relations with the Customer from the day of its effectiveness.
- 1.7 The Customer shall be notified of a proposed change of the GTC and of the right to withdraw from the Agreement in case of disagreement with this proposed change at the latest thirty (30) days before the date of effectiveness of the change of the GTC, in the manner set forth in Art. 13.1 (*Delivery*) of these GTC or on the Supplier's Web Portal.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In addition to the expressions beginning with an uppercase letter set forth above, for the purposes of these GTC the following expressions beginning with an uppercase letter have the following meanings:

"SSS" supply safety standard for gas within the meaning of Section 73a EA.

"Distribution" transport of electricity or gas to the Offtake Point and related electricity or gas services according to the EA.

"**Commodity Supply**" electricity supply or gas supply individually or jointly according to the context.

"**Electricity Supply**" or "**Supply of electricity**" electricity supply by the Supplier to the Customer according to the Agreement according to the amount and time requested by the Customer to the Offtake Point.

"**Gas Supply**" or "**Supply of gas**" gas supply by the Supplier to the Customer according to the Agreement according to the amount and time requested by the Customer to the Offtake Point.

"**Invoice**" has the meaning set forth in Art. 7.1 of these GTC.

"**Security Deposit**" has the meaning set forth in Art. 7.6 of these GTC.

"**Commodity**" electricity or gas individually or jointly according to the context.

"**Click Order**" a binding order to carry out the purchase step in accordance with the principles of pay-as-you-go ordering of the Commodity in the form of a step-by-step purchase, which is attached to the Contract or the Supplier's offer for Commodity Supply.

"**Offtake Point**" Electricity Offtake Point or Gas Offtake Point according to the context or meaning.

"**Electricity Offtake Point**" each single offtake point of the Customer attached to the transmission or distribution system and in which a power offtake device is installed, to which the Electricity Supply takes place, specified in more detail in the Agreement or in an annex to the Agreement.

"**Gas Offtake Point**" each single offtake point of the Customer in which a gas offtake device is installed, to which Gas Supply takes place measured by a measuring device, specified in more detail in the Agreement or in an annex to the Agreement.

"**Offtake Diagram**" an estimate of Commodity consumption for a certain period arising from the Customer's expected offtake value of the Commodity notified to the Supplier at the latest as at the day of (a) the conclusion of the Agreement; or (b) for a further period within the meaning of Art. 4.3 of these GTC.

"**Liability for Deviation**" liability for deviation under the EA and relevant legal regulations.

"**Market Operator**" the market operator according to the EA, which as at the day of the issuance of these GTC is **OTE, a.s.**, identification no.: 264 63 318, with its registered office at Sokolovská 192/79, Karlín, 186 00 Prague 8, registered in the Commercial Register maintained by the Municipal Court in Prague, File B 7260, or another company, which holds a licence for market operator activities within the meaning of the EA.

"**Tax Exemption**" permission or other authorization to acquire a Commodity exempt from tax on Commodities or authorization to acquire a Commodity without tax on Commodities in the manner stipulated by the relevant legal regulations.

"**CDC**" Commodity Distribution Conditions issued by the DSO.

"**DSO**" the relevant distribution system operator to whose distribution network each single Offtake Point is connected.

"**TSO**" transmission system operator.

"**RDSO**" rules of distribution system operation.

"**Business Day**" a day other than Saturday, Sunday and a Czech national holiday.

"**Overview of Advance Payments**" has the meaning set forth in Art. 7.4 of these GTC.

"**Access Data**" access data to the Web Portal within the meaning of Art. 4.5 of these GTC.

"**Regulated Price**" regulated price component for associated services in electricity and gas and other regulated prices according to the EA stipulated according to the price decisions of the ERA valid for the respective period of Commodity Supply.

"**Reserved Input**" reserved input agreed by the Customer with the respective DSO in the Agreement on Connection to Electricity Distribution System.

"**Supply Schedule**" schedule of the Commodity Supplies for individual days/weeks/months/years arising from the Offtake Diagram.

"**Distribution Agreement**" agreement on Distribution of the Commodity with the DSO.

"**Connection Agreement**" connection agreement concluded within the meaning of the relevant legal regulations regarding connection of the Offtake Point.

"**Contractual Price**" price agreed for Commodity Supply including assumption of Liability for Deviations.

"**Party**" or "**Parties**" the Customer and the Supplier individually or jointly depending on the context.

"**Billing Period**" has the meaning set forth in Art. 7.2 of these GTC.

"**Web Portal**" the Supplier's web portal accessible at <https://webportal.seas.sk>.

"**Report**" report sent by the Customer to the Supplier containing specification of the Offtake Diagram for the upcoming period.

2.2 If not expressly set forth in the Agreement otherwise, any reference in these GTC to:

- (a) "**Party**" is construed as including their legal successors, assignees and acquirers permitted in accordance with the Agreement or these GTC;
- (b) "**successor**" includes the assignee or legal successor of any Party and any person who has assumed the rights and obligations of any Party or to whom any rights and obligations have been transferred in accordance with such right;
- (c) "**legal regulation**" includes any law, standard, regulation, binding directive, order or rule, price decision, technical standard, etc. (regardless of whether they have the power of law and, if they do not have the power of law, then a regulation that usual governs any person) issued by the ERA or any governmental, intergovernmental or supranational authority, administration, ministry or other authority;
- (d) "**provision of the law**" is a reference to the relevant provision of the law in its entirety, as applied, as amended or re-enacted, including any related legislation;
- (e) **technical terms and terminology** are technical terms and terminology in accordance with the EA, its implementing provisions and related legal regulations; and
- (f) **expressions** stated in the singular include the plural and vice versa.

3. SUBJECT MATTER OF THE AGREEMENT

3.1 The subject matter of the ES Agreement is Electricity Supply by the Supplier and offtake of electricity by the Customer.

3.2 The subject matter of the AESS Agreement is Electricity Supply, including securing of Distribution by the Supplier and offtake of electricity by the Customer.

3.3 The subject matter of the GS Agreement is Gas Supply by the Supplier and offtake of gas by the Customer.

3.4 The subject matter of the AGS Agreement is Gas Supply, including securing of Distribution by the Supplier and offtake of gas by the Customer.

3.5 The Customer is aware and was informed by the Supplier that for the purpose of concluding the Commodity Distribution Agreement it is/will be necessary to provide required personal and contact data of the Customer or its employees to the respective DSO. Information on the processing of personal data is published on the website www.slovenskeelektrarne.cz under the Documents tab.

4. DELIVERY CONDITIONS, DELIVERY PLANNING

4.1 The Supplier shall carry out Commodity Supplies according to terms and conditions stipulated in the Agreement to the Offtake Points.

4.2 The transfer of rights and obligations to the Commodity, which is the subject matter of the Commodity Supply, takes place in the Offtake Points.

4.3 The Customer undertakes to specify the Offtake Diagram for the upcoming period by means of a Report, which must be delivered to the Supplier in the event of:

- (a) monthly offtake diagram at the latest by 24:00 o'clock of the nineteenth (19) calendar day of the month preceding the given month;
- (b) weekly offtake diagram at the latest by Thursday 8:00:00 o'clock of the previous business week, whereas the business week begins on Saturday at 00:00:00 o'clock and ends on Friday at 24:00 o'clock;
- (c) daily offtake diagram at the latest by 8:00:00 o'clock of the last Business Day preceding the day of Commodity Supply;

whereas if the Customer does not do so, the Supplier is entitled to rely on the last Offtake Diagram.

4.4 The Report will be sent to the Supplier in the manner set forth in Art. 13 (*Delivery*) GTC, or via the Web Portal <https://webportal.seas.sk>.

4.5 The Customer undertakes to disclose to the Supplier in the manner set forth in Art. 13 (*Delivery*) GTC the identification of persons for whom it wishes to arrange access to the Web Portal. The Supplier subsequently will send to the Customer data necessary for these persons to access the Web Portal

("Access Data").

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 The Supplier is obliged:

- (a) to carry out the Commodity Supply according to the terms and conditions and the Supply Schedule agreed with the Supplier in the Agreement to the Offtake Points duly, on time and in the quality required under the respective legal regulations;
- (b) to ensure for the Customer the transfer of rights and obligations to the supplied Commodity free of any third-party rights;
- (c) if stipulated by the Agreement, to assume Liability for Deviations on behalf of the Customer; however, only for the period during which the Customer is not a party to a contractual relationship with another supplier of the Commodity to any Offtake Point. The Customer acknowledges that a breach of this obligation is a material breach of the Agreement.

5.2 The Customer is obliged:

- (a) to offtake the agreed amount of the Commodity in the course of Commodity Supply;
- (b) due to transfer of the Liability for Deviations, not to be a party to a contractual relationship with another supplier of a Commodity to any Offtake Point for the period of the effectiveness of the Agreement;
- (c) to agree with the Supplier by the deadlines set forth in these GTC (i.e. in time) the Commodity Supply, including the Offtake Diagram, and to fulfil such agreed values, without prejudice to the provisions of Art. 5.2 let. (a) of these GTC;
- (d) to respect the RDSO and CDC issued by the respective DSO upon Commodity offtake under the Agreement, and if obliged, to conclude a Connection Agreement in accordance with the RDSO and CDC by the respective DSO;
- (e) to comply with the instructions of the technical dispatching of the TSO or respective DSO to immediately prevent an emergency, in emergencies and when removing the consequences of an emergency according to the EA and respective implementing regulations as well as in other cases stipulated by the EA upon Commodity offtake under the Agreement;
- (f) if it intends to apply a Tax Exemption, to prove in a credible way to the Supplier that it holds a Tax Exemption, to notify in writing the loss of or any changes in the Tax Exemption and when applying the Tax Exemption to proceed in the manner stipulated by relevant legal regulations; and
- (g) if the Customer uses any part of the acquired Commodity contrary to the Tax Exemption or acquires the Commodity without tax for any reason other than the granted Tax Exemption, to declare the offtake of the Commodity to the respective tax administrator and pay the tax on the Commodity set by the relevant legal regulation;
- (h) for a Gas Offtake Point for which the Supplier is obliged to secure an SSS: (i) disclose this fact to the Supplier prior to the conclusion of the Agreement or as soon as the Customer learns about it; and (ii) bear the costs of securing the SSS. The costs of securing the SSS may be factored into the Contractual Price or are charged in addition to the Contractual Price. The scope of the SSS and obligations of the Supplier to secure it are set by legal regulations.

5.3 In the case of an AESS Agreement and AGS Agreement, the Customer is further obliged to:

- (a) pay the Supplier costs incurred by the Supplier in connection with technical activities carried out for reasons on the part of the Customer by the DSO at the Customer's Offtake Point or in connection with the Customer's Offtake Point. The Supplier is entitled to request the reimbursement of costs according to the previous sentence from the Customer only in the amount in which reimbursement of these costs is legitimately requested by the relevant DSO from the Supplier. At the Customer's request, the Supplier is obliged to hand over to the Customer a copy of the billing of these costs which it received from the DSO;
- (b) provide the Supplier with the necessary cooperation, information and data for the operational management, preparation or evaluation of the operation of the electricity or gas system and for the determination of the safety minimum of the offtake equipment in accordance with applicable implementing regulations for the EA in the scope and form requested by the TSO or the DSO.

6. MEASUREMENT OF COMMODITY SUPPLIES

6.1 Commodity Supplies will be measured (including evaluation and transmission of measurement results) via

the measurement device of the DSO, to which the Customer's respective Offtake Point is attached, in accordance with the EA and its implementing regulations. The DSO will provide the measured values to the Supplier in electronic form via the Market Operator's electronic system.

6.2 The Commodity Supply is fulfilled upon the transmission of the Commodity from the respective distribution system via the measurement device to each single Offtake Point.

6.3 If there is any change on the part of the Customer during the term of the Agreement:

- (a) regarding connection to the distribution, transmission or transport system;
- (b) to the Offtake Point or its number, its absorption into the local distribution system or its termination, absorption of the plant into the Offtake Point, etc.; or
- (c) other change in the manner of Commodity Supply to the Customer;

always except for changes in circumstances which may affect the ratio of the value of the mutual performance within the meaning of Section 1765 of the Civil Code, such a change does not release the Customer from its obligations under the Agreement, but may only be a reason to adjust the Agreement to bring it into line with reality. In such a case, the Parties are obliged to inform each other of such change and the Customer undertakes at the request of the Supplier to execute a supplement to the Agreement within five (5) Business Days of receipt of such notice to enable the full execution of Commodity Supplies in accordance with the Agreement.

6.4 The Customer undertakes to comply with the measures set forth in the GTC and RDSO to prevent emergencies, in emergencies and when removing the consequences of emergencies, and, if not in the GTC or RDSO, these are understood as compliance with the instructions given by the DSO and its dispatching.

6.5 If Offtake Points are not equipped with continuous metering, the amount of the Commodity in the context of Commodity Supply shall be expressed in megawatt hours (MWh) and its timing will be replaced for the purposes of the Agreement in accordance with the EA by a type delivery diagram (TDD) published by the Market Operator and corresponding to the relevant customer category to which the Customer is assigned. The actual Commodity offtake value will be determined by the abatement performed by the DSO.

7. BILLING, ADVANCE PAYMENTS, SECURITY DEPOSIT AND PAYMENT TERMS

7.1 The Customer will make payments for the Supplier's performance under the Agreement based on invoices issued by the Supplier ("**Invoice**"). The Invoices shall include an annex containing the technical value of the actual offtake of the Commodity in individual Offtake Points during the billing period. The Invoice must also contain the requisites of an invoice (tax document) in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, and the maturity date together with the bank account of the Supplier and the variable code of the payment. If the Invoice does not contain these requisites, the Customer is entitled to return it to the Supplier with a request for its correction, without falling into default of payment.

7.2 The billing period for which the Supplier will issue Invoices is:

- (a) the period agreed in the Agreement, otherwise the calendar month (i) in case of electricity starting at 00:00:00 o'clock of the first day of the month and ending at 24:00 o'clock on the last day of the month; (ii) in case of gas starting at 06:00:00 o'clock of the first day of the month and ending at 06:00 o'clock on the first day of the following month; and
- (b) for each case set forth in Art. 6.5 of these GTC, the period of at most twelve consecutive calendar months ending on the day when the value of actual Commodity offtake in the context of Commodity Supply in this period is determined;

(the "**Billing Period**").

The subject matter of the Invoice will be the actually measured Commodity Supply in the Billing Period for which the Invoice is issued, whereas for the case set forth in Art. 6.5 of these GTC the Supplier is entitled to bill in the falling Billing Period the value of actual Commodity offtake which was not invoiced in the previous Billing Period and was actually consumed since the last abatement.

7.3 The Supplier shall issue and send the Invoice to the Customer after the end of the Billing Period for which the Invoice is issued. The Invoice maturity is twenty (20) days from the end of the relevant Billing Period. If the last due date is not a Business Day, the maturity of the Invoice shall be postponed to the next Business Day.

7.4 Advance payments of the price for the Supplier's performance under the Agreement (if any) will be made by the Customer on the fifteenth (15th) calendar day of each Billing Period at the amount set in the

Agreement for the estimated monthly Commodity Supply specified for that Billing Period in an annex to the Agreement. The Supplier shall send to the Customer no later than at the end of the calendar month preceding the month when Commodity Supply commenced of the advance payment of the price for the performance of the Supplier pursuant to the Agreement set forth in the previous sentence, together with the bank account information of the Supplier and variable code for the payment ("**Overview of Advance Payments**"). Duly paid advance payments will be settled in the Invoices issued for each Billing Period.

- 7.5 The Supplier is entitled with regard to the volume of Commodity offtake in each Offtake Point to change the amount of the advance payment for the Commodity or upon repeated noncompliance with the contractually agreed manner of payment's liabilities by the Customer to change the number and maturity of advance payments and the maturity of Invoices by a new Overview of Advance Payments or payment calendar. Advance payments made in the relevant Billing Period will be reflected in the Invoices.
- 7.6 If the Parties agreed in the Agreement on the Customer's obligation to provide the Supplier a security for duly and in time paid payments for Commodity Supply and other monetary performance under the Agreement by depositing a security deposit (the "**Security Deposit**"), the Customer is not obliged to pay advance payments under the Overview of Advance Payments, but its obligations under Art. 7.4 and Art. 7.5 of these GTC are fulfilled by depositing the Security Deposit by the deadline stipulated in the Agreement. The Supplier is not obliged to charge interest on the deposited Security Deposit.
- 7.7 If the Customer is not in default of payment of Commodity Supplies and other monetary performance as at the last day of the Billing Period, the Supplier shall settle the deposited Security Deposit in the Invoice issued for the last Billing Period of the performance of this Agreement, thereby fulfilling its obligation to return the Security Deposit.
- 7.8 The Supplier shall be entitled to unilaterally set off any of its claims against the Customer arising out of or in connection with the Agreement, where the Customer is in default of payment by more than five (5) calendar days. The Supplier shall inform the Customer of the set off and, at the same time, shall specify in the notice a period which shall not be less than five (5) calendar days in which the Customer is obliged to replenish the Security Deposit to the agreed amount.
- 7.9 In justified cases, i.e. in particular upon a change in the price for Commodity Supply under the Agreement or upon a change in the anticipated consumption of the Commodity or repeated failure by the Customer to comply with the agreed method of payment, the Supplier shall be entitled to adequately adjust the amount of the Security Deposit required. The Supplier shall notify the Customer of the amount of the adjustment to the Security Deposit and shall specify in the notice a period of time which shall not be less than ten (10) days by which the Customer is obliged to replenish the Security Deposit to the newly required amount.
- 7.10 All payments under the Agreement shall be made in the currency and manner agreed in the Agreement. The price shall be increased by electricity tax or gas tax, value added tax, and/or other taxes and charges stipulated by the relevant legal regulations, in the amount and in accordance with the relevant legislation stipulating such tax or charge. The Customer is required to pay these taxes and fees to the Supplier. Any bank charges associated with the transfer to the Supplier's account from an account denominated in a currency other than the currency agreed in the Agreement shall be paid by the Customer.
- 7.11 Payments of Regulated Price shall be invoiced to the Customer and made by the Customer in the currency according to the Agreement.
- 7.12 For any conversion between Czech crowns (CZK) and euro (EUR) made in connection with the settlement of the prices for the performance of the Supplier pursuant to the Agreement, the exchange rate set by the Czech National Bank valid for the last Business Day of the Billing Period will be used.
- 7.13 The Customer shall make payments by wire transfer or by bank transfer to the Supplier's bank account indicated on the Invoice or in the Overview of Advance Payments or the information for depositing the Security Deposit.
- 7.14 A payment shall be deemed made if it is identifiable (duly marked with the correct variable code or other payment information) and credited in the amount in question to the bank account designated by the relevant Party.
- 7.15 The Parties are entitled to change the bank account number or other Invoice information by written notice sent to the other Party with effect five (5) Business Days from the date of its delivery.
- 7.16 The Supplier shall be entitled to set off any claim of the Customer against the Supplier against any receivable due from the Customer; the Supplier shall return any overpayments to the Customer by the end of the following Billing Period, unless otherwise agreed.

- 7.17 In the event of default in payment of any receivable (monetary debt) under the Agreement, the defaulting Party shall pay default interest to the other Party at the rate specified in the Agreement.
- 7.18 Any other payments under the Agreement (e.g. contractual penalties, damages, interest on late payments, refunds) will be charged by a separate Invoice. A separate Invoice is due no later than the fourteenth (14th) calendar day from the date of issue of the Invoice (the specific due date will be indicated on the Invoice).

8. INTERRUPTION AND TERMINATION OF COMMODITY SUPPLY

- 8.1 The Supplier is entitled to interrupt or restrict Commodity Supply to the Customer:
- (a) if there are circumstances objectively hindering Commodity Supply or an extraordinary unforeseeable and insurmountable obstacle arising independently of the Supplier's will, which temporarily or permanently hinders Commodity Supply (Section 2913 (2) Civil Code);
 - (b) in an emergency and when preventing an emergency within the meaning of the relevant provisions of the EA;
 - (c) in case of an interruption or restriction of transmission or Distribution of the Commodity to the offtake point in cases stipulated by the EA;
 - (d) upon unauthorized offtake of the Commodity;
 - (e) in other cases stipulated by the legal regulations.
- 8.2 In the event of unauthorized Commodity offtake, the Supplier may interrupt or restrict Commodity Supplies at one or all Offtake Points. If it can be clearly determined at which of the Offtake Points unauthorized offtake has occurred, the Commodity Supply will be interrupted only at that location.
- 8.3 The interruption of Commodity Supply under Art. 8.2 of these GTC in the case of unauthorized offtake will be carried out by the relevant DSO at the request of the Supplier and at the Customer's expense.
- 8.4 If a power plant is connected in the Customer's Offtake Point, Electricity Supply to the Offtake Point may be interrupted under Section 52 EA or Electricity Supply from the power plant may be interrupted in the event of unauthorized offtake of electricity within the meaning of Section 51 EA.
- 8.5 The Supplier is further entitled to interrupt or restrict Commodity Supply under the Agreement in the event of repeated delay by the Customer in payment of the price for performance of the Supplier under the Agreement or if the Customer has not deposited or replenished the Security Deposit. In such a case, the Supplier shall be entitled to interrupt or restrict the Commodity Supply under the Agreement until the date of full payment of the outstanding amount by the Customer or the deposit or replenishment of the Security Deposit. A repeated delay under this paragraph shall be deemed to have occurred if the Customer is in default of payment of the price for the performance of the Supplier at least twice within 180 days, while also at least twice being in default of payment of the owed amount by more than five (5) Business Days from the date a written request to pay the amount due was sent by the Supplier to the Customer, with notification of the possibility of proceeding under this article.
- 8.6 Commodity Supply will be resumed to the extent of the Agreement depending on the time of payment of the outstanding amount or the deposit or replenishment of the Security Deposit and in accordance with the Market Operator and DSO rules.
- 8.7 If further default of the Customer in payment of the price for the Supplier's performance under the Agreement occurs after the Customer's default under Art. 8.5 of these GTC in the course of the next six (6) months from the day of the last default of the Customer under Art. 8.5 of these GTC, which will be longer than five (5) Business Days, the Supplier is entitled to interrupt or restrict the Commodity Supply for the period under Art. 8.5 of these GTC without prior notification to pay the owed amount already on the sixth (6th) Business Day from the start of this default.
- 8.8 The Commodity Supply will be resumed to the extent of the Agreement depending on the time of payment of the outstanding amount and in accordance with the rules of the Market Operator and the relevant distribution system operator or DSO.
- 8.9 The Customer declares that it is aware of the relevant legal regulations on the restriction or interruption of Commodity Supplies and undertakes to observe and comply with regular reports on the energy situation broadcast by the mass media (Czech Radio, Czech Television, etc.). The Customer also undertakes to respect the personal, telephone, facsimile, electronic or other communication of the TSO or DSO about the restriction of Commodity Supplies.

9. PREVENTION OF DAMAGE, COMPENSATION OF DAMAGE

- 9.1 The Parties are obliged to compensate each other for any damage incurred under the Agreement; the

damage actually incurred in the event of unauthorized offtake shall be determined based on measured or otherwise demonstrably established data on unauthorized collection; in cases where the actual damage caused by unauthorized offtake of the Commodity by the Customer cannot be ascertained, the amount shall be determined in accordance with the applicable legal regulations.

- 9.2 None of the Parties is liable for partial or full noncompliance with the obligations under the Agreement under the terms and conditions arising from the EA (in particular Section 25 (3) (c) and Section 59 (1) (j) EA).
- 9.3 A Party which, irrespective of its will, has experienced an extraordinary unforeseeable and insurmountable obstacle due to which it cannot meet its obligations under this Agreement shall promptly notify the other Party in writing of this obstacle and invite it to act to resolve the situation. Upon request, the Party invoking such an obstacle shall provide the other Party with credible proof that such a circumstance or circumstances have occurred.

10. CLAIMS

- 10.1 If an error or mistake is found in the settlement of payments under the Agreement, a calculation or printing error in the billing, failure to reimburse overpayments or other inaccuracies, the Parties shall be entitled to mutual settlement.
- 10.2 The Customer is entitled to make a written claim regarding advance payments or a payment calendar for the relevant period due to their inaccuracy no later than the twenty-fifth (25th) day of the calendar month preceding the period of the claimed Overview of Advance Payments.
- 10.3 In case a situation under Art. 10.1 or 10.2 of these GTC arises, the Party is entitled to send the other Party a written claim. The written claim must contain:
- (a) identification of the Parties and the affected Offtake Point;
 - (b) identification data of the claimed Invoice including variable code or Overview of Advance Payments or detected state;
 - (c) a precise description and justification of the complaint, including any documentation, and other important facts decisive for the assessment of the claim;
 - (d) signature of the Parties or authorized representative.
- 10.4 The claim does not have a suspensive effect on the maturity of billed payments, unless the billing contains an obvious error that results in a significant difference from the amount normally charged.
- 10.5 The Party addressed by the claim shall investigate this fact according to the information and documents stated in the written claim and shall notify the other Party in writing of the result of the claim within fifteen (15) calendar days from the date of receipt of the claim. If the claim was justified, mutual settlement of the differences in payments will be made immediately, usually within fifteen (15) calendar days after the announcement of the result of the investigation.
- 10.6 Claims shall be sent to the addresses of persons authorized to act on behalf of the Party in contractual matters.

11. DISPUTE RESOLUTION

- 11.1 The Parties undertake to use their best endeavours to settle any disputes arising under the Agreement in an amicable manner so that the disputed situation is objectively explained and shall provide the necessary cooperation to this end.
- 11.2 Unless otherwise agreed in writing by the Parties and the ERA has jurisdiction in the dispute, the dispute shall be submitted to the ERA for a decision; any Party is entitled to submit. Otherwise, either Party may proceed in the manner of settling disputes under the Agreement.

12. WITHDRAWAL FROM AND TERMINATION OF THE AGREEMENT

- 12.1 The Supplier is entitled to withdraw from the Agreement in the event of a material breach of the Agreement by the Customer, which means in particular:
- (a) repeated default by the Customer in payment of the price of the Supplier's performance under the Agreement;
 - (b) unauthorized offtake of the Commodity under Art. 8.1 let. (d) of these GTC;
 - (c) such delay by the Customer in payment of the price for the Supplier's performance under the Agreement which may be the reason for an interruption or restriction of Commodity Supply under Art. 8.5 of these GTC, and which lasts longer than thirty (30) calendar days;
 - (d) default by the Customer in payment of the price for the Supplier's performance under the

Agreement which may be the reason for an interruption or restriction of Commodity Supply under Art. 8.7 of these GTC;

- (e) if the Customer is a party to a contractual relationship with another supplier of the Commodity to any Offtake Point;
- (f) in cases where the Customer is in default of payment of a monetary obligation to the Supplier other than an obligation arising from Agreement for more than ten (10) Business Days after the request (reminder) for payment;
- (g) other material breach of the obligations under the Agreement by the Customer within the meaning of Section 2002 of the Civil Code, i.e. in particular:
 - (i) failure to pay an advance payment or failure to replenish the Security Deposit, Invoice, other payments based on the ERA price decision, contractual penalty, interest on late payment or damages, even after a request for payment and expiry of the deadline for additional fulfilment of the obligation stated in the reminder notice;
 - (ii) a material breach of an obligation specifically cited in the Agreement, GTC or legal regulation.

12.2 The Customer is entitled to withdraw from the Agreement in the case of:

- (a) repeated non-delivery of Commodity Supply to the Offtake Points to which none of the reasons for interruption or restriction of Commodity Supply apply under Art. 8 GTC or the Agreement;
- (b) failure to provide or secure Distribution for reasons on the part of the Supplier in the case of an AESS Agreement and AGS Agreement;
- (c) if it does not agree to the proposed change to the contractual terms and conditions under Section 11a EA in accordance with Section 11a EA;
- (d) a material breach of an obligation specified in the Agreement, GTC or legal regulation.

12.3 Each Party shall be entitled to withdraw from the Agreement if a decision on the insolvency of the other Party is issued or if the insolvency petition against the other Party is rejected for lack of property.

12.4 The withdrawal shall take effect on the seventh (7th) calendar day after the date of receipt of the written notice of withdrawal by the withdrawing Party to the other Party.

12.5 The withdrawing Party shall simultaneously notify the Market Operator and the relevant DSO of the withdrawal from the Agreement, unless it is a withdrawal under Section 11a EA.

12.6 If the Agreement is concluded for an indefinite period, either Party may terminate it unilaterally in writing with a notice period of three months from the date on which the notice of termination was delivered to the other Party.

12.7 The Agreement may always be terminated by mutual written agreement of the Parties.

13. DELIVERY

13.1 All notices and invitations that must or should be made under or in connection with the Agreement must be made in writing and can be delivered

- (a) personally;
- (b) by courier service; or
- (c) by registered mail;

to the address of the Party to which the notice or invitation is addressed, indicated in the Agreement, or to another address notified in writing by that Party to the other Party for this purpose under this article.

13.2 Ordinary communications and operational communications of the Parties relating to the subject matter of the Agreement and not constituting the establishment, modification or termination of rights and obligations under the Agreement, as well as Reports, Access Data, Invoices and Overviews of Advance Payments may be delivered:

- (a) in the manner under Art. 13.1 of these GTC;
- (b) via the Web Portal; or
- (c) in electronic form by e-mail to the addressees of the Parties designated in the Agreement, or to another e-mail address communicated by that Party to the other Party for such purposes under this article.

13.3 In the case of personal delivery or delivery by courier, the consignment shall be deemed delivered at the moment of receipt of the consignment by the Party to which the consignment is addressed. In the case of delivery by registered mail, the consignment is deemed to have been delivered on the day of delivery of

the consignment to the Party to which the consignment is addressed to the address agreed in the Agreement and, in case of doubt, on the fifth (5th) Business Day from the day the consignment is submitted to the post office for dispatch.

- 13.4 In the case of delivery in electronic form via e-mail, the Report is considered delivered:
- (a) three hours after its sending, if it was sent by 12:00 o'clock on a Business Day; and
 - (b) at 10:00 o'clock on the following Business Day, if it was sent after 12:00 o'clock on a Business Day or was sent on a day that is not a Business Day.
- 13.5 The rules stipulated in this Art. 13 GTC do not apply to documents not related to the Agreement.
- 13.6 The delivery rules set forth in this article of the GTC shall in no way affect the Parties' obligation to amend the Agreement only in writing, solely in ascending numbered amendments bearing the signatures of authorized representatives of the Parties.

14. JOINT AND FINAL PROVISIONS

- 14.1 The invalidity, ineffectiveness or unenforceability of any obligation or liability under the GTC or the Agreement shall not affect the validity, effectiveness and enforceability of other obligations or liability under the Agreement and the GTC. If any provision of the Agreement or of these GTC becomes invalid, ineffective or unenforceable, the Parties undertake to replace that provision with a new provision with an identical or similar purpose without undue delay.
- 14.2 The Parties undertake to take technical and organizational internal measures to protect confidential information, personal data and information from the data register.
- 14.3 The Parties undertake to inform each other in a timely manner about changes in the data provided in the Agreement, whether or not they have an effect on their changes, in particular changes to the Offtake Point data, the Parties identification or contact information, changes in contact persons or shipping addresses. Omission or failure to provide such information shall be to the detriment of the Party to which an unnotified change occurred.
- 14.4 The Parties do not wish, above and beyond the express provisions of the Agreement, for any rights and obligations to be inferred from past or future practices established between the Parties or relating to the subject of performance under the Agreement, unless expressly agreed otherwise in the Agreement.
- 14.5 The Customer shall not be entitled to assign receivables from the legal relationship established by the Agreement to third parties, unless otherwise agreed in writing between the Parties.
- 14.6 The GTC come into force and effect on 1 August 2019. The issuance of these GTC does not change the contractual relationships entered into before 31 July 2019.
- 14.7 These GTC are drawn up in Czech and in English. In case of any discrepancies, the Czech version shall prevail.