



# BUSINESS TERMS AND CONDITIONS OF ELECTRICITY SUPPLIES

## I. PRELIMINARY PROVISIONS

1. These Business Terms and Conditions of Electricity Supplies [hereinafter referred to as the BTC] regulate the contractual relationships of electricity supplies from very high and high-voltage grids by the holder of the electricity trading license, the business organization ČEZ Prodej, s.r.o., registered office: Praha 4, Duhová 1/425, postal code: 140 53, company registration No. (IČ): 27 23 24 33, tax registration No. (DIČ): CZ27232433, registered at the Municipal Court of Prague, Section C, entry No. 106349 [hereinafter referred to as the Trader], and the electricity offtake by an eligible customer [hereinafter referred to as the Customer]. The Trader and the Customer are also jointly referred to as the Parties and each of them individually as the Party.
2. The BTC, issued within the meaning of the provisions of Section 273 of Act No. 513/1991 Sb. The Commercial Code [hereinafter referred to as the Commercial Code], regulate in further detail other mutual rights and obligations of the Parties, generally governed by the Commercial Code, Act No. 458/2000 Sb., on the business conditions and public administration in the energy sector and on the amendment to other laws (the Energy Act), as amended, [hereinafter referred to as the Energy Act] and the relevant implementing and related regulations and technical standards.
3. The BTC constitutes an appendix to the Contract (concluded between the Parties) to conduct business with electricity where the Trader will assume the responsibility for deviations pursuant to the relevant legal regulations, namely:
  - a) The Contract of the Composite Electricity Supply Services [hereinafter referred to as the Contract or the Composite Services Contract]; or
  - b) The Contract for Electricity Supplies [hereinafter referred to as the Contract];the provisions of the Contract shall take priority over the provisions of the BTC should any difference arise.
4. By signing the Composite Services Contract, the Customer expressly agrees that the Trader may enter into a contract regarding electricity transmission (the Electricity Distribution Contract) with the relevant distribution system operator [hereinafter referred to as DSO] on behalf of the Customer; the Trader is entitled to transfer this right to a third party provided the Trader will remain responsible for the conclusion of the contract with respect to the Customer.
5. For the purpose of the Contract and the BTC any terms used are in compliance with the Energy Act and its implementation regulations and the related legal regulations (Price Decisions made by the Energy Regulatory Office [hereinafter referred to as the ERO], technical standards, etc.)
6. The legal relationship between the Trader and the Customer taking off electricity for business purposes shall be governed by the Commercial Code; in any other events the obligatory relationships between the Contracting Parties shall be governed by the provisions of Section 262. 1) of the Commercial Code.

## II. TERMS OF DELIVERY

1. The electricity supply (and offtake) is implemented under the terms and conditions of the Contract and pursuant to the Customer's needs that have been mutually agreed upon in due and timely manner, to the value of the main circuit breaker before the metering device (electrometer) agreed upon by the Customer and the relevant DSO to whose distribution grid the Customer's offtake point(s) is/are connected under the Electricity Grid Connection Contract concluded pursuant to the relevant legal regulations and in accordance with the Distribution System Code [hereinafter referred to as the Distribution Code] and the Electricity Distribution Terms and Conditions [hereinafter referred to as the Distribution Terms] issued by the relevant DSOs.
2. The Trader shall:
  - a) Supply the contracted quantity of electricity to the Customer's offtake point(s) specified in the Contract pursuant to the Time and Technical Specifications of the Performance, as provided in the Contract, and in the quality specified by the relevant legal regulations;
  - b) Ensure the transfer of the rights and obligations related to the electricity supplied to the Customer, free from any third party rights and any risk of damage, into the Customer's offtake point(s) as specified in the Contract; the offtake point(s) shall also be the delivery points(s) within the meaning of the relevant legal regulation;
  - c) Assume the Customer's responsibility for any deviation in the regime where the Trader is responsible for a deviation pursuant to the relevant legal regulations; this obligation shall not apply to the Trader if the Customer will fail to meet its obligation under the provisions of Article II. 3) a) of the BTC.
3. The Customer shall:
  - a) For reasons of transferring the responsibility for deviation to the Trader under the provisions of Article II. 2) c) of the BTC and with reference to the relevant legal regulations, the Customer shall not be a participant in an effective contractual relationship with another electricity trader (electricity supplier) supplying electricity from such a trader in the offtake point(s) in question; the Customer acknowledges that the breach of this obligation constitutes a material breach of the Contract;
  - b) Take the contracted quantity of electricity from the Trader, unless agreed otherwise;
  - c) Agree with the Trader with the periods specified in the Contract, duly and in time, the quantities and the time flow of the electricity offtake, including the regulation level values (the consumption curve) and comply with the agreed values;
  - d) When taking electricity pursuant to the Contract, the Customer shall observe the Distribution Terms issued by the relevant DSO;
  - e) When taking electricity, the Customer shall follow the instructions issued by the technical dispatching of the transmission system operator or the DSO during activities immediately preventing emergencies and during the liquidation of the consequences pursuant to the provisions of Section 28.1 f) of the Energy Act and the relevant implementing regulations.
  - f) If the Customer requests electricity supplies exempt from the electricity tax and the Customer holds the license authorizing the Customer to purchase electricity exempt from the electricity tax, as provided by the relevant legal regulation, this fact shall be credibly proved to the Trader. If the Customer uses electricity exempt from the electricity tax and purchased in this manner for other purposes than provided for by the relevant legal regulation regulating the tax exemption, or if the Customer purchases electricity for another reason, the Customer shall declare the electricity taken to the relevant tax administrator and pay a tax assessed by the relevant legal regulation (or comply with the procedure provided for by this legal regulation, as the case may be).
  - g) If the Customer loses the license to purchase electricity exempt from the electricity tax, or if the license changes, then the Customer shall immediately notify the Trader thereof. The Customer shall be liable for any breach of obligations provided for by legal regulations with respect to the purchase and use of electricity exempt from the electricity tax. The Customer shall pay to the Trader any damages incurred by Customer's breach of the relevant legal regulation regulating tax obligations related to electricity supplies and by the failure to inform the Trader of the fact that the Customer's license to purchase electricity exempt from the electricity tax was lost or changed.
4. The electricity supply is completed when the electricity is transferred from the relevant distribution system through the metering device into the Customer's offtake point(s) in the delivery point(s) specified in the Contract.
5. The metering of electricity supplies, including the evaluation and

delivery of the metering results and of other information required for the billing of electricity supplies is implemented by the relevant DSO pursuant to the relevant legal regulation.

### III. INTERRUPTION AND TERMINATION OF ELECTRICITY SUPPLY, NOTICE OF TERMINATION

1. Pursuant to Section 30 of the Energy Act, the Trader is entitled to interrupt the electricity supply to the Customer in the case of an unauthorized offtake pursuant to the provisions of Section 51 of the Energy Act and in cases where the Trader is entitled to withdraw from the Contract; the Trader is entitled to interrupt the electricity supply in any one or more of the Customer's offtake points provided the offtake points are specified on the Contract. The Customer acknowledges that the interruption of the electricity supply shall be performed by the relevant DSO at the Trader's request and at the Customer's expense.
2. Pursuant to Section 30 of the Energy Act, the Trader is entitled to terminate the electricity supply to the Customer in the case of an unauthorized offtake pursuant to the provisions of Section 51 of the Energy Act; the Trader shall terminate the electricity supply by withdrawing from the Contract. The Trader is entitled to withdraw from the Contract also in the case of another material breach of the contractual obligations by the Customer and if the Customer is in default with the payment of a financial obligation towards the Trader other than in accordance with the Contract for more than 14 days from the notice (reminder) requiring payment; the following, without limitation, shall constitute the Customer's material breach of its obligations under the Contract within the meaning of the provisions of Section 345 of the Commercial Code:
  - a) The failure to pay (an) advance payment(s), (an) invoice(s) for the electricity supply or for the composite services of the electricity supply (including other payment(s) pursuant to the Price Decision issued by the ERO), contractual penalties, as well as interest for late payment(s), damages and so-called compensation, even after a notice (reminder) to pay has been sent;
  - b) Repeated failure to comply with the agreed payment method of advance payment(s), invoice(s) for the electricity supply and/or the distribution service(s) (including any other payment(d) pursuant to the Price Decision issued by the ERO), interest for late payment(s), damages and so-called compensation;
  - c) A material breach of obligation individually specified in the Contract or in the BTC; the withdrawal becomes effective on the date specified in the Trader's written notice of withdrawal sent to the Customer, but not earlier than the 3rd day after the notice has been sent;The Trader shall also advise its withdrawal from the Contract to the Electricity Market Operator [hereinafter referred to as the EMO]. Furthermore, the Trader is entitled to withdraw from the Contract under the conditions specified in Article X.2 of the BTC.
3. The Trader is entitled to exercise its rights stipulated in the provisions of Article III. 1) and 2) of the BTC in the case of other contract(s) for composite services or electricity supply contract(s) concluded between the Trader and the Customer.
4. The Customer shall be entitled to withdraw from the Contract in the event that the Trader breaches its obligations under the Contract in a material manner; the following, without limitation, shall constitute the Trader's material breach of its obligations under the Contract within the meaning of Section 345 of the Commercial Code:
  - a) Unfounded termination of electricity supply;
  - b) Unfounded failure to provide or to ensure the provision of the Distribution Services, providing that a contract for composite services has been concluded between the Parties;
  - c) A default in the payment of the Trader's payable obligation towards the Customer in excess of 14 days from the notice (reminder) requesting payment; or
  - d) A material breach of an obligation that is individually specified in the Contract or in the BTC.

The withdrawal is effective from the date on which the Customer's written notice of withdrawal is delivered to the Trader, or from any later date specified after the Customer's written notice has been delivered to the Trader; the Customer shall notify the relevant DSO of the withdrawal. The Customer may also withdraw from the Contract in the cases specified in the provisions of Article IX 2) and 3) of

the BTC to express its disagreement with any modifications of the BTC, with a new BTC or with any modifications of the Price List.

5. Either Party is entitled to withdraw from the Contract, if bankruptcy proceedings have been instituted against the other Party or if a composition has been approved; the withdrawal becomes effective on the date of the delivery of a written notice of withdrawal to the other Party, or on any later date specified in such notice; the withdrawing Party shall notify the relevant EMO of any withdrawal from the Contract.
6. If the Contract is concluded for an indefinite period, either Contracting Party may terminate it unilaterally in writing with a 3-month notice period terminating on the last day of the calendar month following the delivery of the notice of termination to the other Party.
7. The Contract may also be terminated by the mutual agreement of both Parties.

### IV. PRICE DETERMINATION, SETTLEMENT OF PAYMENTS, ADVANCE PAYMENTS AND TERMS OF PAYMENT

1. The settlement of payments for the electricity supply shall be made by the Trader to the Customer for a given calendar month [hereinafter referred to as the Billing Period]. The settlement of payments shall be made by issuing a tax document [hereinafter referred to as the Invoice] specifying the price of the total electricity taken in the Billing Period, or as the case may be, if the Composite Services Contract has been made, the total price of the Distribution Services (including any other payments according to the Price Decision issued by the ERO). The taxable supply is deemed to be provided on the date of the meter reading or the date on which the actual consumption is determined.
2. The Trader shall send the Invoice(s) to the Customer usually by the 14th day of the calendar month following the Billing Period to the postal address agreed upon in the Contract. The Invoice(s) is(are) due no later than by the due date specified in such Invoice(s), however, no less than 14 days from the date of issue, unless specified otherwise in the Contract.
3. During the Billing Period, the Customer shall pay to the Trader regular advance payments; the amount, the number and the due date of the advance payments shall be specified in the Contract; with respect to the volume of the electricity offtake in the offtake point(s), the Trader is entitled to change the power electricity prices (in the event that the Composite Services Contract has been concluded, then also the prices of the Distribution Services) and if the Customer repeatedly fails to comply with the agreed payment method, the Trader shall be entitled to change the amount, the number and the due date of the invoices by means of an Advance Payment Schedule or a Payment Schedule; the advance payments paid in the relevant Billing Period shall be included in and offset against the Invoice(s).
4. Other possible payments under the Contract (e.g. contractual penalties, damage, interest for late payment, compensation) shall be invoiced by means of a separate invoice(s). The separate invoice(s) is(are) due no earlier than 14 days from the date of issue of the invoice (the specific due date shall be specified in the separate invoice(s)), unless agreed otherwise.
5. All payments under the Contract shall be made in the manner agreed in the Contract; the account number, variable symbol or any other payment information specified in the relevant invoice(s); all payments are to be made in CZK, unless agreed otherwise in the Contract. The price of electricity shall be increased by the electricity tax, the applicable value added tax and other taxes and charges specified by the relevant legal regulations, in the amount and manner as provided by the relevant legal regulation regulating the given tax or charge.
6. Unless otherwise agreed in the Contract, should the last due date fall on a public holiday, any other holiday or a day of rest from work, then the due date shall be the closest subsequent workday; a payment is considered as settled if it is duly identified (marked with the correct variable symbol or, as the case may be, other payment information) and credited, in the amount in question, to the bank account specified by the creditor. Either Party shall notify the other Party of any change of its bank account(s) in writing and without undue delay. As the case may be, any unidentified payments or overpayments provided by the debtor to the creditor's bank account may be offset by the creditor against any of its due claims towards the debtor; the overpayments that have not been offset shall be

returned by the Trader to the Customer's account by the end of the subsequent Billing Period, unless otherwise agreed.

7. Tax documents related to the settlement of payments (Invoices, advance payments and other payments under the Contract), issued by means of mass data processing, do not have to bear the stamps or signatures of the Contracting Parties.

#### V. INTEREST FOR LATE PAYMENT, CONTRACTUAL PENALTIES

1. In the event of a default with the payment of any due claim (financial debt) under this Contract, the defaulting Party (the debtor) shall pay to the other Contracting Party (the creditor) contractual interest for late payment in the amount of 0.05% of the outstanding amount for each day of default.

#### VI. PREVENTION OF DAMAGE, COMPENSATION FOR DAMAGE

1. The Parties are aware of the circumstances and possible consequences of the imbalance between the electricity generation and the consumption in the electricity system of the Czech Republic, included but not limited to, damage caused by electricity supply failure, threats to life and damage to the property of individuals and legal entities.
2. The Parties shall strive to prevent any damage, particularly the general prevention of damage within the meaning of Section 415 of the Civil Code. A Party which is in breach of its obligation or should know or could have known, with respect to all circumstances, that it is in breach of its contractual obligation, shall notify the other Party of the nature of the obstacle which prevents or might prevent the Party from the fulfilment of its obligations, and of any possible consequences; such notification shall be made without undue delay immediately after the obligated will Party learn of or could have learnt of the obstacle. The compensation for damage shall follow the provisions of Sections 373 through 386 of the Commercial Code and the BTC.
3. The Parties shall compensate each other for damage resulting from the Contract; actual damage caused during the unauthorized offtake or the electricity supply shall be determined based on the measured or otherwise proven detected unauthorized offtake or electricity supply information; if the actual damage caused by an unauthorized offtake by the Customer or an unauthorized supply by the Trader cannot be detected, the damage shall be determined pursuant to the relevant legal regulations.
4. Each Party is regarded as innocent with respect to the partial or complete failure to comply with the obligations under the Contract in cases where such failure results from circumstances excluding liability (pursuant to the provisions of Section 374 and subsequent of the Commercial Code) or conditions arising from the Energy Act (namely the provisions of Section 25. 4 d) and e) of the Energy Act). A circumstance excluding liability is an obstacle arising after the conclusion of the Contract independently of the will of any Party and preventing such Party from the fulfilment of its obligations if it cannot be reasonably expected that the Party might avert the obstacle or its circumstances; this especially means natural disasters (earthquakes, floods, etc.), flooding, war, revolution, terrorist attacks, sabotage, blockades, strikes, epidemics, failures of the electricity distribution or the supply equipment, etc. If the Trader will proceed in compliance with the provisions of Section 30.1 e) of the Energy Act, the Customer is not entitled to any damages and lost profit compensation and shall pay to the Trader the costs related to the determination of the unauthorized offtake and the supply interruption and renewal.

#### VII. COMPLAINTS

1. Should either Party find any errors or mistakes in the settlement of payments under the Contract, e.g. caused by incorrect functioning of a metering device, an incorrect meter reading performed on the metering device, the use of an incorrect constant (multiplier) of the metering device compared to an actual, technically feasible constant, the use of an incorrect price (rate) for electricity or Distribution Services, an error in the calculation or a misprint in the settlement of payments, the failure to return any paid overpayments that have not been offset, etc., the Parties shall be entitled to a mutual settlement.
2. Should any situation arise that requires mutual settlement pursuant to the provisions of paragraph 1) of this Article, the requesting Party

shall deliver to the other Party a written notice requesting it to remedy the ascertained situation, i.e. a complaint; the written complaint shall include, without limitation, the following:

- a) The identification of the requesting Party;
  - b) The identification information of the invoice under complaint, including the variable symbol and the ascertained error;
  - c) An accurate description of the subject of the complaint and the substantiation of the complaint, including, as the case may be, any documentation and other significant information material to the evaluation of the complaint;
  - d) The signature of the Party or its authorized representative; the complaint shall follow the principle of concentration, which means that the requesting Party shall not extend the facts and evidence specified in the written complaint or claim new facts and evidence.
3. Any complaint will not have a deferring effect on the due date of the settlement of payments.
  4. The Customer is entitled to file a written complaint regarding the Advance Payment Schedule or the Payment Schedule for the relevant period on the grounds of its inadequateness no later than the 25th day of the calendar month preceding the period for which the advance payment was prescribed, unless otherwise agreed with the Trader.
  5. A Party which has received a complaint shall investigate the complaint and inform the other Party of the result of the investigation in writing within 15 calendar days from the date, on which the complaint was received. If the complaint is justified, a mutual settlement of the differences in payments shall be performed immediately, usually within 30 calendar days from the delivery of the complaint to the requested Party, but no later than within the closest Billing Period after the results of the investigation have been notified.
  6. Complaints shall be made by delivery to the address of the person authorized to act on behalf of a given Party in matters related to the Contract (the Contact Person specified in the relevant appendix to the Contract); the complaint can also be filed by a person authorized to represent the Party in technical matters (the Contact Person specified in the relevant appendix to the Contract).

#### VIII. RESOLUTION OF DISPUTES

1. The Parties shall exert all efforts (both jointly and individually) to settle all disputes that might arise from the Contract in an amicable manner; the Parties shall proceed in such a manner as to allow all disputed situations to be explained objectively and, for this purpose, either Party shall provide the other Party with all necessary cooperation.
2. Unless the Parties agree otherwise in writing and the ERO has the jurisdiction over the matter, the dispute shall be submitted to the ERO for decision; either Party is entitled to make such a submission. In other cases, either Party may submit a proposal to a court having the relevant jurisdiction; the court having the relevant local jurisdiction for the settlement of such disputes shall be a court having local jurisdiction according to the Trader's registered office; the governing law shall always be the law of the Czech Republic.

#### IX. DELIVERIES

1. Any information, notices, invoices, dunning letters, reminders, etc., made in compliance with the Contract or the BTC, shall be made in writing [hereinafter referred to as the Submission]. The Submission is deemed proven as delivered if it is delivered by at least one of the following methods of delivery:
  - a) personal delivery;
  - b) messenger service;
  - c) registered letter;
  - d) regular letter;
  - e) fax with the receipt of the fax confirmation;
  - f) electronic mail.
2. In order to make the delivery of the Submission legally effective, the Parties shall use at least one of the means specified in Article IX. 1 a), b) or c) of the BTC, if the fact or proposal to be notified is of a more serious nature (particularly: the modification and termination of the contractual relationship; the commencement, modification and termination of the Customer's or the Trader's rights and obligations under the Contract or the BTC; a reminder or request to fulfil

an obligation including a notification of electricity supply interruption or termination, complaints, etc.), unless provided otherwise in the Contract or the BTC.

3. All written Submissions addressed to the Trader shall be delivered to the person(s) authorized to act on behalf of the Trader (pursuant to their competences) and to the Address for Written Communication, as specified in the relevant appendix to the Contract (the Contacts); if the Address for Written Communication is not provided in the Contract, the Submission shall be delivered to ČEZ Prodej, s.r.o., Plzeň, Guldenerova 2577/19, postal code: 303 09.
4. All written Submissions addressed to the Customer shall be delivered to the Address for Written Communication and to the person(s) authorized to act on behalf of the Customer pursuant to their competences, as specified in the relevant appendix to the Contract (the Contacts). Invoices for the settlement of the electricity supply and the Distribution Services shall be delivered to the Postal Address specified in the Contract.
5. Submissions made in compliance with Article IX. 1 c) and d) of the BTC are deemed to be delivered on the 5th day after they have been sent via the postal license holder.
6. If a Submission is of a less serious nature, it can be made by means of distance communication (telephone, Internet, e-mail, etc.)

#### X. JOINT AND FINAL PROVISIONS

1. Should any obligation (duty) under the BTC be or become invalid or legally unenforceable, it shall not affect the validity and enforceability of other obligations (duties) under the Contract and under the BTC.
2. The Trader is entitled to amend (change) the BTC or, as the case may be, replace it with new ones. The amended (new) BTC shall be made publicly available by the Trader at the Trader's business locations (offices, establishments, etc.) and on its website at least 2 months prior to the date of entry into effect of the changed (new) BTC, while, at the same time, the Trader shall inform the Customer of the amended (new) BTC in an appropriate manner. The Customer shall familiarize itself with the amended (new) BTC. Unless the Customer expresses its disagreement with the amended (new) BTC in writing at least 1 month prior to the date of its entry into effect, the amended (new) BTC shall become binding with respect to the continued contractual relationship under the Contract. In the event that the Customer has expressed its disagreement with the amended (new) BTC by the stated deadline and unless agreed otherwise between the Customer and the Trader, either Party is entitled to withdraw from the Contract, but no later than on the date of entry into effect of the amended (new) BTC; if the Contract is not withdrawn from by the stated deadline, the amended (new) BTC shall become binding for the continued contractual relationship under the Contract as of the date of their entry into force.
3. The Trader is entitled to change the price(s) for the supply of electricity specified in the Electricity Price List [hereinafter referred to as the Price List] according to the Product specified in the Contract. Any changes to the Price List shall be made publicly available by the Trader at the Trader's business locations (offices, establishments, etc.) and on its website at least 1 month prior to the date of entry into effect of the changed Price List, while, at the same time, the Trader shall inform the Customer of the changed Price List in an appropriate manner. Such publications shall be considered as a proposal for the changes of the prices for the supply of electricity. The Customer shall familiarize itself with the changed Price List. Unless the Customer expresses its intent to withdraw from the Contract in writing at least 3 days prior to the entry into effect of the change(s) of the Price List, the newly-specified price of electricity shall become binding for the continued contractual relationship under the Contract as of the date of entry into effect of the changed Price List. In the event that the Customer withdraws from the Contract by the stated deadline, the Contract shall cease to be effective as of the last day before the entry into effect of the changed Price List. A written disagreement is the sole instrument agreed upon by the Parties for the Customer to express its disagreement with the changed Price List.
4. The Parties agree that they will make neither the Contract, in whole or any part thereof (i.e. a part that is not publicly known), nor any non-public information ensuing from the Contract (confidential infor-

mation) available to any third party without the prior written consent of the other Party with the exception of those cases in which the publication or disclosure to a third party is required by a relevant legal regulation; this obligation shall not apply to the disclosure of confidential information for the purpose of business and marketing within the same business group of each Party and to cases specified in the Contract or in the BTC.

5. The Customer agrees that the Trader may collect, process and store personal data of the Customer (individual), including, but not limited to, the first name, surname, permanent or temporary address, date of birth and, as the case may be, bank account number and contact information for the purposes of the fulfilment of the Contract which shall involve the business cooperation of the persons participating in the fulfilment of the Contract within the Trader's group. Personal data shall be processed for the Trader by the companies: ČEZ Zákaznické služby, s. r. o., registered office: Plzeň, Guldenerova 2577/19, postal code: 303 28, company registration No.: 26 37 65 47; ČEZ Měření, s. r. o., registered office: Hradec Králové, Riegrovo náměstí 1493, postal code: 500 02, company registration No.: 25 93 88 78; and ČEZData, s. r. o., registered office: Plzeň, Guldenerova 2577/19, postal code: 303 38, company registration No.: 27 15 14 17; as well as other sub-contractors providing customer management services pursuant to contracts concluded in accordance with the provisions of Section 6 of Act No. 101/2000 Sb., on Personal Data Protection [hereinafter referred to as the Personal Data Protection Act]. The complete list of all sub-contractors is publicly available on [www.cez.cz](http://www.cez.cz) and shall be provided by the Trader during the conclusion of the Contract at the Customer's request. The protection of personal data of the Customer (individuals) shall be ensured both technically and organizationally in accordance with the Personal Data Protection Act. If the Customer (individual) requests information regarding the processing of its personal data, the Trader shall deliver such information to the Customer without undue delay and for a reasonable compensation which shall not exceed the costs necessary for the provision of the information. Should the Customer (individual) discover or become convinced that the Trader or the stated processors are processing of its personal data in a manner that either infringes on the protection of the Customer's private and personal life or is in conflict with the Personal Data Protection Act, including, without limitation, if the personal data is inaccurate with respect to the purpose of the processing, the Customer may request from the Trader an explanation and, as the case may be, request that the Trader or the stated processor remedies the situation. The Trader is entitled to maintain a customer information record of the Customer's behaviour contrary to good manners, fair business practice, the Contract and legal regulations and use the information for its business activities or marketing and in relation to third parties, as the case may be.
6. The Parties agree to adopt such technical and internal organizational measures to ensure the protection of confidential information, personal information and customer information records.
7. Both Parties mutually agree to provide to the other Party timely and specific information of any changes in the data provided in the Contract that does not affect its changes, e.g.: the change of a Party's identification data, the changes in the relevant appendix to the Contract – the Contacts or the postal address; the obliged party shall be liable for its omission or failure to provide such information. Furthermore, both Parties agree to provide to the other Party all information which would or could affect the fulfilment of the Contract.
8. If an act is performed on behalf of the Customer under the power of attorney during the conclusion of termination of the Contract, the power of attorney shall bear the verified Customer's signature. The Customer's verified signature is also required for the power of attorney granted for the purpose of changing the number of offtake points in the Contract.
9. The BTC become valid as of 1 November 2007 and effective as of 1 January 2008.

In Prague, on 31 October 2007

ČEZ Prodej, s.r.o.  
Ing. Bohumil Mazač,  
Chief Executive Officer