



# GENERAL BUSINESS TERMS AND CONDITIONS OF ELECTRICITY SUPPLY

## I. PRELIMINARY PROVISIONS

1. These General Business Terms and Conditions of Electricity Supplies [hereinafter referred to as the GBTC] regulate the contractual relationships of electricity supplies from low-voltage (LV) grids by the holder of the electricity trading license, the business organization ČEZ Prodej, s.r.o., registered office: Prague 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 electricity offtake by legal entities or individuals, which also apply to Households [hereinafter referred to as the Customer]. The Trader and the Customer are also jointly referred to as the Parties, or the Contracting Party, and each of them are referred to individually as the Party.
2. The GBTC regulate in further detail other mutual rights and obligations of the Contracting Parties, generally governed by Act No. 458/2000 Coll., 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 implementary and related regulations and technical standards. The GBTC are available in business places (offices, business premises, etc.) as well as from the websites of the Trader [www.cez.cz] and its business partners.
3. The GBTC constitute an integral part of the Contract made between the Trader, or its legal predecessor, and the Customer in order to conduct business in electricity, provided that the Trader is always responsible for any discrepancies in line with the relevant legal regulations, namely:
  - a) The Contract for 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]; or the provisions of the Contract shall take priority over the provisions of the GBTC, unless they are in contradiction
4. By signing the Composite Services Contract the Customer expressly agrees that the Trader may enter into a contract regarding electricity transmission into the Customer's offtake point or delivery place (Electricity Distribution Contract) with the relevant distribution system operator [hereinafter referred to as DSO]; the Trader is entitled to transfer this right to a third party provided that the Trader remains responsible for the conclusion of such contract with respect to the Customer.
5. For the purpose of the Contract and the GBTC, any terms used are in compliance with the Energy Act and its implementary regulations and related legal regulations (Price Decisions made by the Energy Regulatory Office [hereinafter referred to as the ERO], technical standards, etc.)
6. The Contract may be made in a form other than written form. In the event that Contract is not made in writing, the Customer's will to enter into the Contract will be expressed by the first advance payment (pursuant to the Provisions of Article IV. 4 of the GBTC) or by the payment of the first billing for electricity (pursuant to the Provisions of Article IV. 2 of the GBTC). The Contract must be made in writing if it is a Contract concluded for a definite term.
7. The obligational relationship between the Trader and the Customer taking off electricity in category D, i.e. for the Customer's own household or for the purpose of administration and operation of common areas of a building used jointly by the owners or apartment users [hereinafter referred to as the Household] shall be governed by Act No. 40/1964 Coll., Civil Code [hereinafter referred to as the Civil Code]; the obligational relationship between the Trader and the Customer taking off electricity for business purposes, or in order to ensure public needs in the case of state or local self-governing units as the case may be, shall be governed by Act No. 513/1991 Coll., Commercial Code [hereinafter referred to as the Commercial Code]; in any other cases, the obligational relationships between the Contracting Parties shall be governed by the provisions of Section 262. 1), Commercial Code.
8. The Contract concluded between the Parties in written form may be amended also by mean of an unwritten amended, based on the Customer's request for an amendment to the Contract, in the form and content stipulated by the Dealer, provided either of the Parties does not express the will to amend the Contract by means of a written amendment.

## II. TERMS OF DELIVERY

1. The Trader shall supply the Customer with electricity and, in the event that a Contract for Composite Services has been concluded, the Trader shall also provide the distribution of electricity and system services [hereinafter referred to as the Distribution Services] and the Customer shall pay the Trader the price for the electricity and other services stipulated by the Trader, and in the event that a Contract for Composite Services has been concluded, also the price for the Distribution Services and other payments under the Price Decision issued by the Energy Regulatory Office.
- 2) The electricity supply (and offtake) commences from the initial state of the metering device specified by the Distribution System Operator [hereinafter referred to as the DSO] and is performed under the terms and conditions of the Contract and pursuant to the Customer's needs, to the value of the reserved input or 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 DSO.
- 3) The electricity supply is fulfilled upon transmission of the electricity from the respective distribution system through the metering device to the Customer's respective offtake point(s).
- 4) The metering of electricity supply including the evaluation and submission of metering results and other necessary information for billing electricity supply is ensured by the respective DSO according to the respective legal regulation.
- 5) The Trader shall:
  - a) Supply the contracted quantity of electricity to the Customer's offtake point(s) specified in the Contract in the quality specified by the relevant legal regulations;
  - b) Assume the Customer's responsibility for any discrepancy in the regime where the Trader is responsible for any discrepancy 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. 6) a) of the GBTC.
  - c) The Trader reserves the right to assume the Customer's responsibility for any discrepancy if the Customer is an electricity producer according to the provisions of the Energy Act and if the Trader supplies electricity to the Customer's offtake point(s) which are an electricity production facility according to the respective legal regulations and the Connection Contract, where the Customer supplies electricity produced at this/these offtake point(s) to the distribution system.
- 6) The Customer shall:
  - a) For reasons of transferring the responsibility for discrepancy to the Trader under the provisions of Article II. 5) b) of the GBTC, the Customer shall not be a participant in an effective contractual relationship with another electricity trader (electricity supplier) and take electricity from such a trader in the respective offtake point(s) in question throughout the effective term of the Contract; the Customer acknowledges that the breach of this obligation constitutes a substantial breach of the Contract and, as such, entitles the Trader to withdraw from the Contract; by withdrawing from the Contract, the Trader does not waive its right to a contractual penalty under article V. 2) b) of the GBTC;
  - b) During the offtake of electricity pursuant to the Contract, the Customer shall respect the Distribution Terms issued by the relevant DSO;
  - c) Reimburse the Trader for any costs associated with the sending of notices, dunning letters, etc. requiring the Customer to perform its obligations under the Contract, costs associated with the commencement of interruption, the interruption, the renewal or the termination of electricity supplies in cases pursuant to the provisions of Article III. of the GBTC [hereinafter referred to as Additional Costs].
  - d) If the Customer requires electricity supplies exempted from electricity tax and holds authorisation to acquire electricity exempted from tax, as stipulated by the respective legal regulation, it must prove this fact in an appropriate manner to the Trader. If the Customer uses electricity exempted from electricity tax or its part, acquired in this manner, for purposes other than those specified by the respective legal regulation for its exemption, or acquires electricity without tax for other reasons, it is obliged to declare this offtaken electricity to the respective tax administrator (respectively proceed in the manner specified by this legal regulation).
  - e) If the Customer loses its authorisation to acquire electricity exempted from electricity tax, or this authorisation is changed, it must report this fact immediately to the Trader. The Customer is liable to the Trader for any breach of obligations specified by legal regulations in relation to

the acquisition and use of electricity exempted from tax; the Customer will compensate the Trader for damages caused by the Customer's breach of the respective legal regulation regulating tax obligations in relation to electricity supply and failure to inform the Trader of the loss or change of its authorisation to acquire electricity exempted from electricity tax.

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

- 1) The Trader is entitled to interrupt and/or terminate the electricity supply to the Customer pursuant to the provisions of Section 30 of the Energy Act in the case of unauthorized offtake pursuant to the provisions of Section 51 of the Energy Act [hereinafter referred to as the Unauthorized Offtake].
- 2) The Trader is entitled to interrupt or terminate the electricity supply in any one or more of the Customer's offtake points. The Customer acknowledges that the interruption or termination of the electricity supply shall be performed by the relevant DSO at the Trader's request and at the Customer's expense.
- 3) Should the electricity supply be interrupted or terminated pursuant to the provisions of Article III., no right will arise for the Customer to any compensation of damages or loss of profit. The interruption or termination of the electricity supply on the grounds of Unauthorized Offtake shall be made immediately after it is discovered, unless otherwise agreed with the Customer. The Trader shall notify the relevant DSO of any interruption or termination of the electricity supply.
- 4) The Trader is entitled to withdraw from the Contract in the following cases:
  - a) The Customer breaches any of its obligations under the Contract in a substantial manner;
  - b) The Customer remains in default with the payment of a financial obligation towards the Trader other than under the Contract for more than 14 days from the notice (reminder) requiring payment; or
  - c) The electricity supply remains interrupted pursuant to Article III. 1) of the GBTC for more than 30 days on the grounds of the Customer's failure to act or perform its obligations, or electricity supply is interrupted by the DSO for more than 30 days due to Unauthorized Offtake. The withdrawal is effective from the date specified in the Trader's written notice of withdrawal, however, not before the date of delivery of such notice. In addition to this, the Trader may withdraw from the Contract under the conditions specified in the provisions of Article IX. 2) of the GBTC. The Trader shall notify the relevant DSO of any withdrawal from the Contract.
- 5) The following, without limitation, shall constitute the Customer's substantial breach of its obligations under the Contract:
  - a) The Customer's default with the fulfilment of an obligation towards the Trader in excess of 14 days, including without limitation a default with the settlement of an advance payment, an invoice for the electricity supply or for the composite services of electricity supply, contractual penalties, plus any interest for late payment, any damages or costs associated with the sending of notices and with the commencement of interruption, the interruption, the renewal or the termination of electricity supplies; or
  - b) A material substantial of obligation that is individually specified in the Contract or in the GBTC.
- 6) The Customer shall be entitled to withdraw from the Contract in the event that the Trader breaches its obligations under the Contract in a substantial manner; the following, without limitation, shall constitute the Trader's substantial breach of its obligations under the Contract:
  - a) Unfounded termination of the electricity supply;
  - b) Unfounded failure to provide or to ensure the provision of the Distribution Services provided 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 substantial breach of an obligation that is individually specified in the Contract or in the GBTC; 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 in such notice; the Customer may also withdraw from the Contract in the cases specified in the provisions of Article IX 2) and 3) of the GBTC to express its disagreement with any modifications of the GBTC, with new GBTC or with any modifications to the Price List. The Customer shall notify the relevant DSO of any withdrawal from the Contract.
- 7) Either Party is entitled to withdraw from the Contract, if bankruptcy proceedings have been instituted against the other Party or if insolvency proceedings have been commenced; withdrawal will become 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; withdrawal from the Contract must comply with the respective legal regulations; the withdrawing Party shall notify the relevant DSO of any withdrawal from the Contract.
- 8) If the Contract is concluded for an indefinite period, either Contracting Party may terminate the Contract unilaterally in writing with a 3-month notice period commencing on the first day of the calendar month following the delivery of a written notice of termination to the other Contracting Party. If the Contract is terminated by the Customer for the purpose of changing the electricity supplier, the Customer may, for the purpose of the final settlement of the offtake and of the electricity supply, take a control reading of the metering device (the so-called 'Self-Performed Meter Reading') and deliver it to the Trader in the manner specified in Article VIII. 4) of the GBTC at least 8 workdays before the change

of supplier becomes effective. This does not affect the Trader's right to bill for the electricity supply and, as the case may be, also the Distribution Services according to the values of offtake and supply ascertained by the DSO.

- 9) The Contract may also be terminated by the mutual agreement of both Parties, i. e. especially in cases where the Customer will submit evidence that it is terminating the offtake of electricity in the offtake point on the grounds of a change of its seat, residence, transfer of real estate, etc.

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

- 1) The price of the electricity supply shall be determined as follows:
  - a) The price of the Distribution Services is set by the Energy Regulatory Office as a fixed price in the Price Decision issued by the Energy Regulatory Office according to the Electricity Distribution Rates [hereinafter referred to as the Rate(s)], not including value added tax or other taxes and levies stipulated by the relevant legal regulations. The Rates correspond to the type diagram of electricity supply which shall be assigned to the Customer's offtake point by the relevant DSO in accordance with the Energy Act and with the Electricity Market Code [hereinafter referred to as the Assigned Diagram]. The Customer and the Trader shall not agree on different prices;
  - b) The price of electricity (i.e. the price of the electricity supply excluding the Distribution Services) is set by the Trader in the Trader's Price List [hereinafter referred to as the Price List] according to the 'Products', not including electricity tax, value added tax or other taxes and levies stipulated by the relevant legal regulations; a Product shall be understood as the electricity supply offered by the Trader and the provision of other associated services (excluding Distribution Services) in the forms and types specified in the Price List. The Product may be divided into individual Product Lines from which the Customer may choose when concluding the Contract. The Products (Product Lines) correspond to the Assigned Diagram for a given offtake point. The Product (Product Line) may be changed only once in 12 months, unless agreed otherwise by the Parties in the Contract. Further specifications of the Products and the Product Lines are provided in the Price List. In the event the Customer will use the Trader as a Last Resort Supplier, such price shall be set by the Energy Regulatory Office as a fixed price.
  - c) Electricity tax, value added tax and other taxes and levies stipulated by the relevant legal regulations shall be added to the prices under letters a) and b) of this Article, in the amount and in the manner stipulated by the relevant legal regulation which stipulates this tax or levy.
  - d) The Trader reserves the right to apply a fee to selected services according to the valid Price List of Selected Services stipulated by the Trader.
- 2) The billing of electricity supplies and distribution services shall be performed by the Trader to the Customer at the prices valid at the time of the electricity supply at least once every 12 months [hereinafter referred to as the Billing Period]. Billing shall be performed by issuing a tax document [hereinafter referred to as the Invoice(s)] containing all information as required in accordance with the relevant legal regulations. The date of taxable supply is the date on which the actual consumption is determined, i.e. the date on which the Invoice is issued.
- 3) The Trader shall submit (send) the Invoice(s) to the Customer, immediately after it/they is/are issued, to the postal address agreed upon in the Contract. The Invoice(s) is/are due on the fifteenth day from its/their issue date, or on the date specified in such Invoice(s), unless otherwise specified in the Contract.
- 4) During the Billing Period, the Customer shall pay regular advance payments to the Trader; the amount, the number and the due date of the advance payments shall be specified in the 'Payment Schedule' which shall be submitted (sent) to the Customer by the Trader upon the conclusion of the Contract and then for the next billing period together with the Invoice; the Trader shall stipulate the amount, the number and the due date of advance payments proportionally to the price of the Customer's expected electricity offtake (and in the event that the Contract for Composite Services has been concluded, also adequately for the price of the Distribution Services). With respect to the volume of the electricity offtake in the offtake point and changes in electricity prices (in the event that the Contract for Composite Services has been concluded, then also changes in the prices of the Distribution Services), the Trader shall be entitled to change the amount, the number and the due date of the advance payments by means of a new Payment Schedule, and to demand advance payments even where they were not previously agreed between the Parties by means of a new Payment Schedule, i. e. even during a Billing Period, ; the same shall apply in the event the Customer repeatedly fails to comply with the agreed manner of paying its obligations. The advance payments paid in the relevant Billing Period shall be set off against the Invoice(s). Any overpayment of the Invoice may be set off by the Trader to cover the advance payments in the subsequent Billing Period.
- 5) As the case may be, other possible payments under the Contract (e.g. contractual penalties, damages, interest for late payments, Additional Costs, compensation) are due upon request for their payment; the Trader is obliged to issue a document on the payment of Additional Costs upon request from the Customer following their payment. They may also be billed by means of a separate invoice(s), or together with the Invoice(s) upon the billing of electricity supplies. The separate invoice(s) is(are) due on the fifteenth day from the date of issue of the invoice or on the due date specified in the invoice, provided this is a later date, unless agreed otherwise.
- 6) All payments in accordance with the Contract shall be made to the Trader's account in the manner agreed in the Contract; the account number, the variable

symbol shall be specified in the relevant Invoice(s) or in the Payment Schedule; all payments shall be made in CZK, unless specified otherwise in the Contract. Any costs associated with the payment of obligations under the Contract (e.g. bank charges, postage) shall be borne by each Party itself. The payment methods agreed in the Contract may include, without limitation, the following:

a) Direct debit from a bank account

The Customer shall provide consent to direct debit in favour of the Trader's bank account at its banking institution. All payments shall be initiated by the Trader.

b) At its own discretion

The Customer shall make all payments to the Trader at its own discretion – in the manner that it deems the most suitable, e. g. by depositing the amount to the Trader's account, by bank transfer (single order or standing order) from its bank account, by means of a type A postal order. However, the Trader shall not send the Customer postal orders for payment.

c) SIPO (Combined Collection of Utilities Payments) (only for advance payments)

In order to pay the advance payments, the Customer shall create a SIPO payment with the postal services provider. The Customer shall pay the advance payments pursuant to a SIPO payment voucher sent by the postal services provider.

- 7) In billing for electricity supply, the Trader may transfer Overpayments or Underpayments to the subsequent Billing Period. The Customer shall be notified by the Trader of any transfer of such amounts. Unless otherwise agreed in the Contract, and should the 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; the Customer's payment is considered settled if it is duly identified (marked with the correct variable symbol) and credited, in the amount in question, to the bank account specified by the Trader. If the payment is being made on the basis of the Trader's document containing a bar code through a payment terminal of companies that have concluded an agreement with the Trader on this subject (e.g. SAZKA, a. s., company registration number (IČ) 47 11 63 07), the payment is considered settled from the time the Customer will receive the confirmation of payment completion at the terminal. 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 Customer to the Trader's bank account may be offset by the Trader against any of its due claims against the Customer, i.e. at the Trader's discretion. Overpayments that have not been set off shall be returned by the Trader to the Customer's account, or by a postal order, by the end of the subsequent calendar month after the month in which the Trader received the unidentified payment, or in which the overpayment that was not offset arose, unless otherwise agreed. The date of the return of an overpayment is the date on which the corresponding financial amount is credited to the Customer's bank account; if a postal service operator is used, it shall be the date on which a postal order for the corresponding amount is remitted to the Customer by the Trader.
- 8) Tax documents related to billing (Invoices, advance payments and other payments under the Contract), issued by means of bulk 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. This provision shall not apply to contractual relationships which are subject to the provisions of the Civil Code, i.e. in which case the defaulting Party shall pay the interest for late payment as prescribed by law, in the amount specified in the relevant legal regulation.
- 2) The Customer shall pay to the Trader the following contractual penalties:
- a) The amount stipulated by the Trader's Price List of Selected Services for each written reminder related to a single breach of an obligation ;
- b) The amount of CZK 10,000.00 for the breach of an obligation pursuant to the provisions of Article II. 6) a) of the GBTC; claiming a contractual penalty does not affect the Trader's right to withdraw from the Contract; or
- c) As the case may be, any penalty agreed upon in the Contract.
- 3) The provisions for contractual penalties shall not affect the entitled Party's right to compensation for damages and to interest for late payment.

## VI. COMPLAINTS

- 1) Should either Party find errors or mistakes in the settlement of payments under the Contract, e.g. caused by the 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, the use of an incorrect price (rate) of power electricity or the Distribution Services, an error in calculation or a misprint in billing, the failure to return the paid overpayments that have not been offset, etc., the Parties shall be entitled to 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 written notice requesting it to eliminate and remedy the ascertained situation, i.e. a complaint regarding the billing of electricity supply or the distribution of electricity or, as the case may be, a complaint regarding the metering of electricity supply. The 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, should metering be the subject of the complaint, also the number of the offtake point, the number of the electrometer and the ascertained readings;
- 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 for the evaluation of the complaint;
- d) The signature of the Party or its authorized representative, unless the complaint is being made by a means of remote communication. Any claims that are later extended by a Party or any new claims made by a Party with relation to the complaint shall be considered as a new complaint.
- 3) Any complaint about the billing of payments under the Contract shall be made no later than 30 days from the due date of the relevant billing in which the information under complaint was included; a complaint does not have any deferring effect on the due date of the billing.
- 4) The Customer is entitled to file a written complaint regarding the Payment Schedule for the relevant period on the grounds of its inadequacy no later than upon the due date of the first advance payment prescribed in this manner, 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, i.e. within 30 calendar days from the day of the delivery of the complaint to the respective Party, unless otherwise stipulated by legal regulations. In the event that the subject of the complaint is something other than the billing of electricity, the Parties shall proceed accordingly. Should the Trader be obliged, as part of a mutual settlement, to return any overpayment to the Customer, the provisions of the last two sentences of Article IV 8) of the GBTC shall apply.
- 6) Complaints shall be made by delivery to the Party's postal address specified in the relevant Contract.

## VII. RESOLUTION OF DISPUTES

- 1) The Parties shall exert every effort (both jointly and individually) to amicably settle all disputes that may arise from the Contract; 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) As the case may be, court jurisdiction for resolving disputes arising from the Contract is stipulated by the relevant legal regulation; in the event of court proceedings conducted against a party with permanent residence or a seat abroad, the court with local jurisdiction is always the court according to the Trader's seat. The governing law shall always be the law of the Czech Republic.

## VIII. DELIVERIES

- 1) Unless otherwise specified in the GBTC or in the Contract, any notice or document that is to be delivered between the Parties [hereinafter referred to as the Submission] can be delivered by at least one of the following methods of delivery:
- a) delivery to the Party's postal address specified in the Contract or in the GBTC; the postal address is considered the address for delivery according to the relevant legal regulation:
- aa) by personal delivery, or by a courier service; the Submission shall be deemed as delivered as of the date of acceptance of the Submission by the authorized person of the addressee (recipient);
- ab) by registered mail; the Submission shall be deemed as delivered as of the fifth day following the elaboration and posting, or an earlier date of delivery;
- ac) by regular mail; the Submission shall be deemed as delivered as of the fifth day following the elaboration and posting;
- b) by fax transmission to the contact information specified in the Contract; the Submission shall be deemed as delivered upon the receipt of the fax confirmation (feedback) of successful delivery from the recipient's fax device, provided that the feedback message is received on a workday prior to 3:00 p.m., otherwise on the following workday after the day, on which it was sent;
- c) by electronic means (e-mail); the Submission shall be deemed as delivered upon the receipt of an electronic confirmation (feedback) of successful delivery from the recipient's e-mail address, provided that the feedback electronic message is received on a workday prior to 3:00 p.m., otherwise on the following workday after the workday on which it was sent;
- d) by an SMS message sent to the contact mobile phone number; the Submission shall be deemed delivered upon the receipt of the confirmation to the sender's mobile phone of the delivery of the SMS message to the addressee's mobile phone, provided that the confirmation is received on a workday prior to 3:00 p.m., otherwise on the following workday after the day on which the SMS message was sent. The sender shall keep a record of the submission and delivery of any SMS message.
- e) by delivery to the data inbox.
- 2) Unless specified otherwise in the Contract, the Customer is deemed to grant to the Trader its express consent with the sending of messages, information, confirmation of the delivery of messages, requests, notices, dunning letters and other forms of communications related to the Contract and the performance thereof by means of SMS messages or by electronic means (especially e-mail),

provided that the Trader has such contact to the Customer at its disposal. Accordingly, the consent shall also apply to the distribution of business communications in both electronic and written form regarding electricity supplies and associated services; the Customer is entitled to refuse any business communication sent in an electronic form pursuant to the applicable legal regulations.

- 3) All written Submissions addressed to the Trader must be delivered to the 'Address for Written Communication' specified in the Contract, i.e. to the company ČEZ Zákaznické služby, s. r. o., company registration No. 26376547, registered office: Plzeň, Guldenerova 2577/19, postal code: 303 28, which acts on behalf of the Trader pursuant to the Contract for the Provision of Services, especially, without limitation, as regards contractual relationships, invoicing (billing for electricity and other payments) and the administration of claims.
- 4) For communication during the implementation of the Contract, the Customer may use, without limitation, the following contacts:  
phone numbers: Customer line: 840 840 840; Help line: 840 850 860;  
website (Internet): www.cez.cz; e-mail: cez@cez.cz  
Telephone charges are fixed by the Customer's Operator pursuant to the tariffs; telephone conversations shall be recorded and the Customer shall be notified thereof at the beginning of any telephone call. The costs for using other means of remote communication shall be charged according to the tariff of the provider of the relevant means of communication used by the Customer.

#### IX. COMMON AND FINAL PROVISIONS

- 1) Should any obligation (duty) under the GBTC 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 GBTC.
  - 2) The Trader is entitled to amend (change) the GBTC or, as the case may be, replace them with new ones. The amended (new) GBTC shall be made publicly available by the Trader at the Trader's business locations (offices, establishments, etc.) and on its website a minimum of 2 months prior to the date of entry into effect of the changed (new) GBTC, while, at the same time, the Trader shall inform the Customer of the amended (new) GBTC in an appropriate manner. The Customer shall familiarize itself with the amended (new) GBTC. Unless the Customer expresses its disagreement with the amended (new) GBTC in writing a minimum of one month prior to the date of their entry into effect, the amended (new) GBTC shall become binding with respect to the continued contractual relationship under the Contract. In the event that the Customer has expressed its written disagreement with the amended (new) GBTC by the stated deadline and unless otherwise agreed 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) GBTC; if the Contract is not withdrawn from by the stated deadline, the amended (new) GBTC shall become binding for the continued contractual relationship in accordance with the Contract as of the date of their entry into force. A written disagreement performed in accordance with this provision or, as the case may be, a withdrawal, is the sole instrument agreed upon by the Parties for the Customer to express its disagreement with the changed (new) GBTC.
  - 3) The Trader is entitled to change the price(s) for the supply of electricity specified in the Price List. 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 a minimum of 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 a minimum of 3 days prior to the entry into effect of the change(s) to 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 will withdraw from the Contract by the stated deadline, the Contract shall cease to be effective as of the last day before 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. any part that is not publicly known), nor any non-public information ensuing from the contractual relationship available to any third party without the prior written consent of the other Party, i.e. with the exception of cases in which the publication or provision to a third party is required by a relevant legal regulation and the cases specified in the Contract or in the GBTC.
  - 5) The Parties agree to adopt certain internal technical and organizational measures for the protection of non-public information including, but not limited to, confidential information, personal data and information from the data register.
- 6) The Customer agrees that the Trader may collect, process and store the personal data of the Customer – a natural person, including, but not limited to, the first name, surname, permanent address, date of birth and, as the case may be, bank account number and contact information for the purposes of the performance of the Contract and for the purposes of the Trader's information campaigns which shall involve the business cooperation of the persons participating in the fulfilment of the Contract within the Trader's business conglomerate. Personal data shall be processed for the Trader in particular by ČEZ Zákaznické služby, s. r. o., registered office: Plzeň, Guldenerova 2577/19, postal code: 303 28, company registration No.: 26 37 65 47, and other sub-contractors providing customer management services, i.e. pursuant to contracts concluded in accordance with the provisions of Section 6 of Act No. 101/2000 Coll., on Personal Data Protection [hereinafter referred to as the Personal Data Protection Act]. The complete list of all sub-contractors is publicly available at www.cez.cz and shall be provided by the Trader during the conclusion of the Contract at the Customer's request. The protection of the personal data of the Customers (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 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 perform the processing of its personal data in a manner which 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 processing, the Customer may request from the Trader an explanation and, as the case may be, request the Trader or the stated processor to remedy such a situation. By concluding the Contract, the Customer agrees to the provision and processing of the personal data specified above by the Trader for the purposes of the Trader's information campaigns, i.e. for a term of two years from the date of termination of the Contract. The Customer may withdraw the granted consent at any time after the termination of the Contract.
  - 7) The prohibition to provide the Contract or any parts thereof and the obligation to protect confidential information and personal data will not prevent the Contract, the confidential information and the personal data, including specific information on the progress of the fulfilment under the Contract, from being made available to entities within the Trader's business group and, furthermore, it will not prevent their provision to the company Operátor trhu s elektřinou, a. s., in accordance with the Energy Act and its implementary regulations and in accordance with the relevant contracts concluded by the Trader, namely the DSO, in the event that the contract in question is a Contract for Composite Services of Electricity Supply. The entities within the Trader's business group shall be understood to include the company ČEZ, a. s. and the entities controlled by it. A controlled entity shall be understood as is defined in Section 66a of the Commercial Code, as amended; any entity within the Trader's business group may process and use this data within the extent of the Trader's authorization.
  - 8) Both Parties mutually agree to provide to the other Party such timely and specific information regarding changes of the data stated in the Contract that will not affect the changes, e.g.: the change of a Party's personal data or postal address. The obligated 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.
  - 9) The Customer is responsible for potential losses or unauthorised provision of its identification data from the Contract (e.g. Contract number, Customer number, Offtake Point number) to third parties.
  - 10) Unless specified otherwise in the Contract, the contractual relationship between the Trader and the Customer is concluded for an indefinite period.
  - 11) In the event that the Contract is concluded, modified or terminated, the personal signature of the Trader's representative may be performed by a facsimile of the signature; the Parties may proceed accordingly in their subsequent written communications within the fulfilment of the Contract, unless otherwise specified in the Contract or in the GBTC. If any act is implemented on behalf of the Customer as the mandator on the basis of power of attorney during the conclusion, modification or termination of the Contract, the Trader may request the officially authenticated signature of the mandator.
  - 12) The GBTC are valid as of 1 July 2009 and effective as of 1 September 2009.

In Prague, 30 June 2009

ČEZ Prodej, s. r. o.

Ing. Zuzana Řezníčková  
Executive

Ing. Aleš Konrád  
Executive