



BUSINESS TERMS AND CONDITIONS OF ELECTRICITY SUPPLIES

I. PRELIMINARY PROVISIONS

1. These Business Terms of Electricity Trader [hereinafter referred to as the "BTET"] regulate the contractual relationships of electricity supplies from very high and high-voltage grids by the holder of the electricity trading licence, the business organization ČEZ Prodej, s.r.o., with its registered office at: Praha 4, Duhová 1/425, postal code: 140 53, company registration No 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 takeoff by the 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 BTET, issued within the meaning of the provisions of § 273 of Act No. 513/1991 Coll. of 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 Coll., on the business conditions and public administration in the energy sector (the Energy Act), as amended, [hereinafter referred to as the "Energy Act"] and the relevant related legal regulations, price decisions and technical standards.
3. The BTET constitute an appendix to the Contract (concluded between the Parties) to conduct business with electricity in which the Trader assumes 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"];
 - 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 BTET should any differences 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 the "DSO"] on behalf of the Customer. The Trader is entitled to assign this right to a third party provided that the Trader remains responsible for the conclusion of the contract with respect to the Customer.
5. For the purpose of the BTET and the Contract, any terms used are in compliance with the Energy Act and its implementation regulations and related legal regulations (price decisions made by the Energy Regulatory Office [hereinafter referred to as the "ERO"], technical standards, etc.).
6. When the Contract or the Composite Service Contract is mentioned in the BTET or directly in the Contract, it means the Contract including these BTET, unless it is expressly stated or is obvious from this context that it only means the Contract (without the BTET).
7. The legal relationship between the Trader and the Customer taking off electricity for business purposes shall be governed by the Commercial Code. The Parties agree that in any other eventualities the legal relationships between the Parties shall be governed by the provisions of §262., par. 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 which have been mutually agreed with the Trader in a due and timely manner so that it does not exceed the reserved output agreed by the Customer and the relevant DSO to whose distribution grid the Customer's offtake point(s) is/are connected under the 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 respective DSO. It is expressly stated that the existence and the duration of the Contract and the Connection Contract are not mutually conditioned and the termination or the change of any of these contracts does not result in the termination of the other contract.
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, to 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 of transfer of the responsibility for a deviation pursuant to the relevant legal regulations; this obligation shall not apply to the Trader if the Customer fails to meet its obligation under the provisions of Article II., par. 3), letter a) of the BTET or if a device of a third person (such as a power generator, etc.) is also connected to the offtake point of the Customer.
3. The Customer shall
 - a) For reasons of transferring the responsibility for deviation to the Trader under the provisions of Article II., par. 2), letter c) of the BTET - 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 to this/these 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 offtake (supply) from the Trader, unless agreed otherwise;
 - c) Within the periods of time specified in the Contract, agree with the Trader on the quantities and the time flow of the electricity offtake, including the regulation level values (the so-called consumption curve) and comply with the agreed values; agreeing on the consumption curve does not affect the obligation according to letter b);
 - d) Upon the electricity offtake pursuant to the Contract, the Customer shall observe the Distribution Code Distribution Terms issued by the relevant DSO;
 - e) Upon the electricity offtake under the Contract, the Customer shall follow the instructions issued by the technical dispatching of the transmission system operator or respective DSO during activities immediately preventing emergencies, during emergencies and during the liquidation of the emergency consequences pursuant to the provisions of the Energy Act and the relevant implementing regulations, as well as in other cases specified by the Energy Act. If the Customer requires electricity supply to be exempted from tax on electricity and is a licence holder authorized to acquire electricity exempted from tax, as stipulated by the relevant legal regulation, he/she must prove the fact to the Trader in a credible manner. Should the Customer use the electricity exempted from tax on electricity thus acquired, or a part thereof, for other purposes than those stipulated by the relevant legal regulation on the tax exemption of electricity, or should he/she acquire electricity without tax for another reason, he/she shall be obliged to declare the electricity thus purchased to the relevant tax administrator and pay the tax set by the relevant legal regulation (or to proceed in the manner stipulated by this legal regulation).
 - f) In the event that the Customer loses its authorization to dispose of the electricity exempted from tax or if it is changed, it shall immediately advise the Trader of this fact in writing. The Customer is responsible towards the Trader for any breach of the obligations specified by the legal regulations in connection with the acquisition and usage of electricity exempted from tax. The Customer shall compensate the Trader for any damages caused by the Customer's breach of the respective legal regulations governing the tax obligations in relation to the electricity supplies and the failure to notify the Trader of its loss or change of the authorization to acquire the electricity exempted from the tax on electricity.
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) at the offtake point(s) specified in the Contract.
5. The metering of electricity supplies, including the evaluation and submission of the metering results and other information required

for the billing of electricity supplies is provided by the respective DSO pursuant to the relevant legal regulation.

6. The Customer undertakes to proceed in such a manner that the electricity supply by the Trader is enabled throughout the Contract duration in compliance with the conditions of the Contract, namely in the scope agreed in the Contract. In the event of any factual change (such as with respect to the connection to the distribution or transfer system), he undertakes to respond to the Trader's request made throughout the Contract duration by concluding the amendment to the Contract within one week from the delivery of such a request, by which the Contract will be adjusted further to the occurred changes so that it enables full implementation of the electricity supply in compliance with the Contract. A change in the manner of the electricity supply to the Customer (a change in the offtake point or its number, immersion in the local distribution system or its termination, immersion in the generation plant at the offtake point, etc.) does not divest the Customer from its obligations pursuant to the Contract and only presents a reason for the Contract adjustment consisting of bringing the contract into conformity with reality (without any change in the amount of supplied electricity).
7. The Customer undertakes to comply with the measures adopted when preventing emergency cases, during emergency cases and in the elimination of the consequences of emergency cases which are specified in the Contract and the Distribution System Code; if they are not specified in the Contract and/or in the Distribution System Code, compliance with these measures means adhering to the instructions specified by the Distribution System Operator and his dispatching.

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

1. Pursuant to § 30 of the Energy Act, the Trader is entitled to interrupt the electricity supply to the Customer in the event of an unauthorized offtake pursuant to the provisions of § 51 of the Energy Act. The Trader is entitled to interrupt the electricity supply in more than one of the Customer's offtake points, if he supplies electricity to them pursuant to the Contract, unless he can determine at which of these offtake points an unauthorized offtake has been detected. In this case, the supply will only be interrupted at a point at which there has been an unauthorized offtake. 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. The Customer acknowledges and agrees that, if a power generation plant is connected at the offtake point of the Customer, the electricity supply from the power generation plant or to the offtake place may be interrupted in the event of an unauthorized electricity supply to the electricity system under § 52 of the Energy Act or in the event of an unauthorized electricity offtake within the meaning of § 51 of the Energy Act.
2. Pursuant to § 30 of the Energy Act, the Trader is entitled to terminate the electricity supply to the Customer in the event of an unauthorized offtake pursuant to the provisions of § 51 of the Energy Act; the Trader will terminate the electricity supply by withdrawal from the Contract. The Trader is also entitled to withdraw from the Contract in the event of another material breach of the contractual obligations by the Customer and if the Customer is in default on 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 § 345 of the Commercial Code:
 - a) 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 and the expiry of the period of time for meeting the additional obligation specified in the reminder;
 - 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(s) pursuant to the Price Decision issued by the ERO), contractual penalties, interest for late payment(s), damages and so-called compensation;
 - c) A material breach of obligation individually specified in the Contract or in the BTET;The Trader shall also inform the Electricity Market Operator [here-

inafter referred to as the "EMO"] of its withdrawal from the Contract.

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 § 345 of the Commercial Code:
 - a) Unfounded termination of the electricity supply;
 - b) Unfounded failure to provide or ensure the provision of the Distribution Services for reasons on the part of the Trader provided that a Contract for composite services has been concluded between the Parties;
 - c) Default on the payment of the Trader's payable obligation towards the Customer in excess of 14 days from the notice (reminder) requesting payment and the expiry of the period determined for sufficient compliance with the obligation;
 - c) A material breach of the obligation individually specified in the Contract or in the BTET;
5. The Customer may also withdraw from the Contract to express its disagreement with any modifications of the contractual conditions applied by the Trader; he can do so within two weeks from the moment when the modification comes into effect, unless a different procedure is specified either in the BTET or in the Contract. However, if within 2 weeks of the delivery of the Customer's withdrawal notice the Trader informs the Customer in writing that he is willing to waive the adjustment, the withdrawal will be invalid and the Parties will continue in the Contract performance.
6. Either Party is entitled to withdraw from the Contract if bankruptcy proceedings have been instituted against the other Party or if the bankruptcy proceedings against the other Party are refused owing to insufficient assets.
7. The withdrawal becomes effective on the date of the delivery of a written notice on withdrawal from the withdrawing Party to the other Party, or at any later specified date after the delivery of the written notice on the withdrawal of the withdrawing Party to the other Party. The withdrawing Party shall notify the relevant EMO and the respective DSO of any withdrawal from the Contract. If reasons specified by the Contract occur, the Trader is also entitled to withdraw from the Contract regardless of the provisions of § 253, par. 2 of Act no. 182/2006, Coll. on bankruptcy and methods for its solution (Insolvency Act), as amended.
8. If the Contract is concluded for an indefinite period, either Contracting Party may terminate it unilaterally in writing with a 3-month notice period from the day when the notice of termination is delivered to the other Party.
9. The Contract may also be terminated by the mutual agreement of both Parties.

IV. BILLING, ADVANCE PAYMENTS AND PAYMENT TERMS

1. The billing for the electricity supply pursuant to the Contract shall be made by the Trader to the Customer for a given calendar month [hereinafter referred to as the "Billing Period"]. The billing shall be effected by issuing a tax document [hereinafter referred to as the "Invoice"] specifying the price of the total amount of consumed electricity 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 on the 14th day from its/their issue (a particular due date will be specified on the invoice/s, whereas, in the event of any contradictions between the Invoice and the Contract, the Contract shall prevail, but there will be no need to issue a new invoice), unless specified otherwise in the Contract.
3. During the Billing Period, the Customer shall pay the Trader regular advance payments; the amounts, number and due date of the advance payments shall be specified in the Contract; with respect to the volume of the electricity offtake at 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 advance payments for the price of the Distribution Services) or 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 a so-called 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 and compensation) shall be invoiced by means of a separate invoice(s). The separate Invoice(s) is (are) due no later than on the 14th day from its/their issue (a particular due date will be specified on the invoice/s, whereas in the event of any contradictions between the Invoice and the Contract, the Contract shall prevail, but there will be no need to issue a new invoice), unless specified otherwise in the Contract.
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 electricity tax, the value added tax and/or other taxes and fees determined by the respective legal regulations in the amount and in the manner according to the respective legal regulation specifying such a tax or fee are added to the price. The Customer shall pay these taxes and fees to the Trader. Any banking fees related to the transfer to the account of the Trader from the account administered in a currency other than CZK shall be covered by the Customer.
6. Unless agreed otherwise 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 working day. The Customer's payment is considered settled if it is duly identified (marked with the correct variable symbol or any other payment detail) 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 which have not been offset shall be returned by the Trader to the Customer's account by the end of the subsequent Billing Period, unless agreed otherwise.
7. Tax documents related to the billing (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

1. In the event of default on the payment of any due claim (financial debt) under this Contract, the defaulting Party (the debtor) shall pay the other 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 electricity consumption in the electricity system of the Czech Republic, including, 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 the provisions of § 415 of Act no. 40/1964 Coll., of the Civil Code, as amended. 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 a notification shall be made without undue delay immediately after the obliged Party learns of or could have learnt of the obstacle. The compensation for damage shall follow the provisions of § 373 to 386 of the Commercial Code and the BTET.
3. The Parties shall compensate each other for any damages 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 electricity 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 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 § 374 and subsequent of the Commercial Code) or under the conditions arising from the Energy Act (namely the provisions of § 25, par. 4. letter d) and e) of the Energy Act). Further, a circumstance excluding liability is an obstacle arising after the conclusion of the Contract, independently of the will of any Party and preventing such a 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 includes 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 proceeds in compliance with the provisions of § 30, par. 1. letter e) of the Energy Act, the Customer is not entitled to any damages and lost profit compensation and shall pay the Trader the costs related to the determination of the unauthorized offtake and the supply interruption and renewal.

5. The Parties agree that neither the provision on the contractual penalty nor the payment of the contractual penalty affects or limits the claim for the damage compensation, claim for late interests or claim for groundless enriching unless any express arrangement in the Contract indicates a different method of solution. In the same way, neither the arrangement on the contractual penalty nor the payment of the contractual penalty affect the entitlement of either Party to terminate the Contract unilaterally.

VII. COMPLAINTS

1. Should either Party find any errors or mistakes in the billing 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 actually technically feasible constant, the use of an incorrect price (rate) of power electricity or Distribution Services, an error in the calculation or a misprint in the settlement of payments, failure to return any paid overpayments which have not been offset, etc., the Parties shall be entitled to a mutual settlement.
2. If a situation arises supposing a mutual settlement under the provisions of par. 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) Identification of the requesting Party and the affected offtake point;
 - b) The identification information of the invoice under complaint, including the variable symbol and the ascertained status;
 - c) A precise 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; the complaint shall follow the principle of concentration, which means that the facts and documents which are not specified in the written complaint by the requesting Party shall not be later distributed or newly applied, unless these are facts and documents that the requesting Party did not and could not have at its disposal upon the complaint implementation.
3. A complaint has no suspension effect on the validity of billed 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 on the 25th day of the calendar month preceding the period for which the advance payment is prescribed, unless otherwise agreed upon 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 of the date on which the complaint is received. If the complaint is justified, a mutual settlement of the differences in payments shall be performed immediately, usually within 30 calendar days of 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 persons 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 which might arise from the Contract in an amicable manner; The Parties shall proceed in such a manner as to allow a disputed situation 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 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 a dispute 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 BTET shall be made in writing [hereinafter referred to as the "Submission"]. The Submission is deemed proven as delivered to the respective Party if it is probably 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;
 - g) by means of the data box.
2. In the event of the notification of facts and proposals of a more serious nature (namely the change and termination of the contractual relationship under the Contract; the establishment, change and termination of rights and obligations of the Customer or the Trader pursuant to the Contract or BTET, a reminder or appeal to comply with the obligation with the notification on the interruption or termination of the electricity supply, complaints etc.) 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. par. 1, letter a), b) or c) of the BTET, unless the Contract determines otherwise.
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 or to any other address specified by the Trader in writing.
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. If a Submission is of a less serious nature, it can be made by means of distance communication (telephone, Internet, e-mail, etc.).
6. The person/s authorized to act on behalf of the Party in technical matters is/are not authorized to make legal acts on behalf of the Party aimed at the Contract change or termination unless this authorization is ensuing from a special legal fact (such as a granted power of attorney)

X. MUTUAL AND FINAL PROVISIONS

1. Should any undertaking (obligation) under the BTET be or become invalid or legally unenforceable, this shall not affect the validity and legal enforceability of the other undertakings (obligations) under the Contract and BTET). Should any provision under the Contract be or become invalid or legally unenforceable, the Parties undertake to replace such a provision with a new provision with the same or similar purpose without any undue delay.
2. The Trader is entitled to amend (change) the BTET. The amended (new) BTET shall be made publicly available by the Trader at the Trader's business locations (offices, establishments, etc.) and on its website: www.cez.cz at least 2 months prior to the date of the entry into effect of the changed (new) BTET. Nevertheless, for the purpose of legal relationships of Parties to the respective Contract BTET applicable at the date of the conclusion of this Contract apply.
3. The Parties agree that they will make neither the Contract, in whole

- or any part thereof (i.e. a part which is not publicly known), nor any non-public information ensuing from the Contract and its performance (confidential information) 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 or a binding decision or other binding measure of the court or another body. 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 BTET.
4. 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 or temporary 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 the purposes of the business cooperation of the persons participating in the fulfilment of the Contract within the Trader's business conglomerate 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; in addition to other sub-contractors providing Customer management services, i.e. pursuant to contracts concluded in accordance with the provisions of § 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 on 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. 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.
 5. The Parties agree to adopt certain internal technical and organizational measures for the protection of non-public information, personal data and information from the data register.
 6. Both Parties mutually agree to provide the other Party with timely and specific information of any changes in the data provided in the Contract which do not affect its changes, e.g. a change in a Party's identification data, 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 the other Party with any information which would or could affect the fulfilment of the Contract.
 7. Should either Contracting Party fail to exercise any right arising from the Contract or in connection herewith, it shall not be interpreted that the Contracting Party concerned has waived or relinquished this right; nor shall such an omission to exercise the right be considered a custom or practice opposing such a right.
 8. In the event of the Contract conclusion, change and termination, the personal signature of the Trader's representative may be performed by a facsimile of the signature; the Parties may proceed in the same way in their subsequent written communications within the fulfilment of the Contract, unless specified otherwise in the Contract or in the BTET.
 9. If an act is performed on behalf of the Customer under power of attorney during the conclusion or 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.
 10. The BTET become valid and effective as of 1 May 2011.

In Prague, 30.04.11

ČEZ Prodej, s.r.o.
Ing. Bohumil Mazač
Director

Dr. Petr Šulc
Director