



# 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 grids by the holder of the electricity trading licence, 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 takeoff 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 Parties", 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 implementing 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 and the Customer in order to conduct business in electricity, provided that the Trader is always responsible for any deviations 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"], whereas the provisions of the Contract shall take priority over the provisions of the GBTC, if 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 the "DSO"]; the Trader is entitled to transfer this right to a third party, provided that the Trader remains responsible for the conclusion of a 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 implementation 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 also be concluded in a form other than in writing. In the event that the Contract is not made in writing, the payment of the first deposit (pursuant to the provisions of Article IV, Paragraph 4 of the GBTC) or the first payment of the electricity supplies billing (pursuant to the Provisions of Article IV, Paragraph 2 of the GBTC) is considered the expression of the Customer's consent with the Contract conclusion. The Contract must be made in writing in the case of a Contract for a Definite Period.
- 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 the 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 as a legal relationship between an entrepreneur and a person who is not an entrepreneur in this relationship, by Act No. 40/1964 Coll., of the 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., of the Civil Code, as amended or by the regime of an act which will replace it [hereinafter referred to as the "Commercial Code"]; in any other events the obligational relationships between the Contracting Parties shall be governed by the provisions of Section 262, Paragraph 1 of the Commercial Code of this Act or the regime governed by the law relating to legal relations between entrepreneurs and the Contract (along with these GBTC) is considered an agreement on the choice of the Commercial Code.
- 8) The Contract concluded between the Parties in written form can also be changed by means of a non-written addition, at the request of the Customer to change the Contract in form and content established by the Trader, if none of the Parties expresses their wish to change the Contract exclusively by a written amendment, and can be further changed in the manner provided in the Contract.

## II. TERMS OF DELIVERY

- 1) The Trader shall supply the Customer with the power electricity and, in the event that a Contract for Composite Services has been concluded, the Trader shall also provide the transmission of electricity, the distribution of electricity and related services [hereinafter referred to as the "Distribution Services"] and the Customer shall pay the Trader the price for the power electricity and other services determined by the Trader and also, in the event that a Contract for Composite Services has been concluded, 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 "DSO"] and is performed under the terms and conditions of the

Contract and pursuant to the Customer's needs in compliance with 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 "Rules of the Distribution System Operation" [hereinafter referred to as "DISTRIBUTION SYSTEM CODE"] and the "Electricity Distribution Terms and Conditions" [hereinafter referred to as the "Distribution Terms"] issued by the relevant DSOs.

- 3) The electricity supply is completed at the moment of the transfer of electricity from the relevant distribution system via the metering device to the Customer's offtake point(s) in question.
- 4) The metering of electricity supplies, including the evaluation and delivery of the metering results and other information required for the billing for electricity supplies is performed by the relevant DSO pursuant to the relevant legal regulation.
- 5) The Trader reserves the right to limit the electricity supplies to the Customer when preventing emergency cases and as a response to emergency cases depending on the regulation level, when it is classified pursuant to the applicable legal regulations. The Customer undertakes to comply with the measures adopted when preventing emergency cases, during emergency cases and in the elimination of 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.
- 6) 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; if the quantity is not specified he shall supply the electricity in the quantity that the Customer requests to consume and that he really consumes;
  - b) assume the Customer's responsibility for any deviation in the regime in which the Trader is responsible for any 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. 7), point a) of the GBTC.
- 7) The Customer shall:
  - a) for reasons of transferring the responsibility for deviation to the Trader under the provisions of Article II. 6), point b) of the GBTC - not be a participant in an effective contractual relationship with another electricity trader (or another electricity supplier) at the time of the commencement of the electricity supply hereof and throughout its term, under which the electricity from such a trader would be supplied to the offtake point(s) specified in this Contract; the Customer acknowledges that any breach of this obligation constitutes a material 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, par. 2), point b) of the GBTC;
  - b) during the offtake of electricity pursuant to the Contract, respect the Distribution Terms issued by the relevant DSO, as well as the System Distribution Code and the Connection Contract for the respective offtake point;
  - c) reimburse the Trader for any lump sum costs associated with the sending of notices, dunning letters, etc. requiring the Customer to perform its obligations under the Contract, the costs associated with the commencement of the 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"] and pursuant to the valid Price List of contractual penalties and special services established by the Trader;
  - d) 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);
  - e) 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.
- 8) The Trader assumes responsibility for the Customer for any deviation if the Customer is the producer of the electricity according to the provisions of the Energy Act and if the Trader delivers electricity to the offtake and supply point/s of the Customer, when the electricity generating plant is connected in accordance with the relevant legislation and the Connection Contract which has been caused by the generated electricity when the Customer supplies the electricity generated in this offtake - supply point/points to the distribution sys-

tem. In this case, the electricity generated by the Customer and supplied to the distribution system grid of the respective DSO is not regarded as an unauthorized electricity supply to the electricity grid, but will be considered a deviation instead, for which the Trader takes responsibility under the previous sentence. This is applicable provided that the electricity supply by the Customer is made in compliance with the legal regulations and the Connection Contract and that the responsibility for the deviation according to the special regulation has not been assumed by DSO.

### 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 event of unauthorized offtake pursuant to the provisions of Section 51 of the Energy Act [hereinafter referred to as "Unauthorized Offtake"].
- 2) The Trader is entitled to interrupt or terminate the electricity supply at 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 in accordance with the provisions of Article III hereof, the Customer shall not be entitled to claim any damages or lost profit. The interruption or termination of the electricity supply for reasons of Unauthorized Offtake shall be carried out immediately upon the ascertainment thereof, unless agreed otherwise with the Customer. The Trader shall notify the relevant DSO of any interruption or termination of the electricity supply.
- 4) The Trader shall be entitled to withdraw from the Contract in any of the eventualities below:
  - a) If the Customer breaches any of its obligations under the Contract in a material manner;
  - b) if the Customer remains in default on the payment of a financial obligation with the Trader other than under the Contract for more than 14 days from the delivery of the notice (reminder) requiring payment;
  - c) if the electricity supply remains interrupted pursuant to Article III., par. 1) of the GBTC for more than 30 days on the grounds of the Customer's failure to act or perform its obligations or if the electricity supply remains interrupted on the part of the DSO due to an unauthorized electricity offtake or for reasons of any other breach of the Customer's obligations towards the Trader or DSO. The withdrawal shall be effective as of the date specified in the written notice of withdrawal sent by the Trader to the Customer, but no earlier than on the delivery date of the above notice to the Customer.  
The Trader may further withdraw from the Contract under the conditions specified in the provisions of Article IX., par. 2) of the GBTC. The Trader shall announce its withdrawal from the Contract to the respective DSO.
- 5) The following, without limitation, shall constitute a Customer's material breach of its obligations under the Contract:
  - a) The Customer's default on the fulfilment of an obligation with the Trader in excess of 14 days, including, without limitation, a default on the settlement of an advance payment, an invoice for the electricity supply or for the composite services of the 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;
  - b) a breach of obligations which is individually specified in the Contract as a material breach of obligations;
  - c) a breach of obligations as a result of which loss will be caused to the Trader.
- 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 material manner; the following, without limitation, shall constitute the Trader's material breach of its obligations under the Contract:
  - a) unfounded termination of the electricity supply;
  - b) unfounded failure to provide or ensure the provision of the Distribution Services, 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;
  - d) a material breach of an obligation which is individually specified in the Contract. 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 a notice; the Customer may also withdraw from the Contract in the cases specified in the provisions of Article IX 2), 3) and 4) of the GBTC to express its disagreement with any modifications of the GBTC, with the new GBTC or with any modifications to the Price List and Price List of contractual penalties and special services. The Trader shall also announce its withdrawal from the Contract to the respective DSO.
- 7) Either Party is entitled to withdraw from the Contract if bankruptcy proceedings have been instituted against the other Party and at any time after the commencement of the bankruptcy proceedings; the 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 a notice; the withdrawal from the Contract must be in compliance with the respective legal regulations and 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 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 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 working days 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, the Distribution Services according to the values of the 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 in which the Customer will submit evidence that it is terminating the offtake of electricity at the offtake point on the grounds of a change of its seat or residence, transfer of real estate, etc.

### IV. PRICE DETERMINATION, SETTLEMENT OF PAYMENTS, 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 [hereinafter referred to as the "Rate(s)"], excluding value added tax and/or any other taxes and charges according to the applicable legal regulations. The Rates correspond to the type of diagram of the electricity supply, which shall be assigned to the Customer's offtake point by the relevant DSO in accordance with the Energy Act and the respective legal regulation (regulation no. 541/2005 Coll. on the Electricity Market Code, principles of pricing under the activity of the electricity market provider and the implementation of other provisions of the Energy Act, as amended [hereinafter referred to as the "Assigned Diagram"]). The Customer and the Trader shall not agree on different prices;
  - b) The price of the power 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" excluding electricity tax, value added tax and/or any other taxes and charges determined by the respective legal regulations; a Product shall be understood as the power electricity supply offered by the Trader and the provision of other associated services (excluding Distribution Services) in the form 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, unless it complies with the conditions for assuming the respective Product (Product line) determined by the Trader. 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. More detailed specifications of the Products and the Product Lines are provided in the Price List. In the event that Customer uses the Trader as a Last Resort Supplier, such a price shall be regulated by the Energy Regulatory Office as a regulated price. The Trader reserves the right to change the Product (Product Line) of the Customer unilaterally if the Customer fails to meet the conditions for the acknowledgment of the respective Product (Product Line), mostly for the basic Product of the respective Product Line or the Product which is closest to the original Product;
  - c) The tax on electricity, the value added tax and/or other taxes and charges determined by the respective legal regulations are added to the prices specified in points a) and b) of this article for the amount and by the method determined by the respective legal regulation stipulating such a tax or charge;
  - d) The Trader and the Customer agree on the Customer's obligation to pay the fee for selected services and the contractual penalty for any breach of the Contract by the Customer to the Trader; the chargeable services, the charges for these services and the amounts of the individual contractual penalties are determined in the current Price List of contractual penalties and special sanctions.
- 2) A billing of the electricity supply and distribution services shall be made by the Trader and submitted to the Customer at the prices valid at the time of the electricity supply (hereinafter referred to as the "Billing Period"), namely by issuing a tax document (hereinafter referred to as the "Invoice") with any particulars required by the relevant legal regulations. The day of the realization of the taxable supply shall be the day of ascertaining the actual consumption, i.e. the day of the invoice issue.
- 3) The Trader shall present (send) the Invoice/s to the Customer forthwith upon the issuing thereof to the forwarding address agreed upon, as specified in the Contract. The invoice/s is/are due on the fifteenth day from its/their issue or on the due date written on it/them if this day is a later day and unless agreed otherwise in the Contract.
- 4) During the Billing Period, the Customer shall pay regular advance payments to the Trader. The amount, number and 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 further for the next billing period together with the Invoice; the Trader shall adequately determine the amount, number and due date of the advance payments reasonably according to the offtake for the previous comparable period, although no more than the reasonable 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 at the offtake point during the Billing Period and the changes in the power electricity prices (in the event that the Contract for Composite Services has been concluded) the Trader is entitled - considering changes in the prices of the Distribution Services or in the event of repeated failure to comply with the agreed method of obligations payment by the Customer - to change the amount, number and due date of the advance payments by means of a new Payment Schedule, i.e. also during a Billing Period; (the rule of adjustment to the advance payments always applies to the current electricity consumption for the comparable period and considering the scope of the reasonably expected electricity offtake); the advance payments paid in the relevant Billing Period shall be included in and set off against the Invoice(s). The Trader may include possible excess payment of

the Invoice in payment of advances during the following Billing Period or to cover due receivables.

- 5) Other payments under the Contract, as the case may be (e.g. contractual penalties, damages, interest for late payments, additional Costs and compensations), are due on request of their payment; the Trader shall issue the document on the payment of other payments at the request of the Customer after their payment. They may also be invoiced by means of a separate invoice(s) or together with the Invoice(s) upon the settlement of the electricity supplies. The separate invoice(s) is (are) due no earlier than on the fifteenth day from the date of issue of the invoice or on the due date specified on it/them if this date is later, 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 Customer shall indicate the payment with the correct variable symbol specified by the Trader; the Trader's account number and variable symbol shall be specified in the relevant Invoice(s) or in the (Advance) 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 and postage) shall be borne by each Party itself. The payment methods can be agreed in the Contract, including the following:
  - a) direct bank collection from a bank account  
The Customer shall provide consent with a direct bank collection in favour of the Trader's bank account to its banking institution. An impulse to all payments shall be made 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 most suitable, e.g. by depositing the amount in the Trader's account or cashless transfer from the account.
  - 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 Czech Post, s.p. The Customer shall pay the advance payments pursuant to a SIPO payment voucher sent by the Czech Post, s.p.
- 7) In the settlement of payments for the 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, 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) and credited, for the amount in question, to the bank account specified by the Trader. If the payment is made on the basis of the Trader's document containing a bar code through a payment terminal of companies which have concluded contract with the Trader by this method of payment, the payment is considered settled from the moment at which the Customer receives the confirmation of payment completion at the terminal. Either Party shall notify the other Party of any change to its bank account(s) in writing and without undue delay. The Parties agree that any payments provided by the Customer to the Trader's bank account above the amount of the specified payment or even overpayments may be offset by the Trader against any of its due claims against the Customer, i.e. at the Trader's discretion. If the Trader does not transfer a payment to the subsequent period, he shall return overpayments from the billing in a manner agreed in the Contract (to the bank account or by postal order) within 60 calendar days of the payment receipt to the Trader's bank account or within 60 calendar days of the creation of the overpayment, unless agreed otherwise. 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 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 default on 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 amounting to 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 Czech Civil Code, 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) in the amount specified by the Price List of contract penalties and special services of the Trader for each written reminder of an individual obligation breach;
  - b) in the amount of CZK 10,000.00 for the breach of an obligation pursuant to the provisions of Article II., par. 7), point a) of the GBTC;
  - c) or agreed in the Contract, as the case may be. The provisions for contractual penalties shall not affect the Trader's right to withdraw from the Contract.
- 3) The provisions for contractual penalties shall not affect any individual claim of the entitled Party for the compensation for damages and interest for late payment.
- 4) In the event of poor payment discipline by the Customer within the former contractual relationship between the Trader and the Customer, the subject matter of which was the supply of electricity or the composite power supply service, the Customer, by its signature to the Contract, undertakes to compensate the Trader with respect to the poor payment discipline within the previous relationship in relation to the affected offtake point for the deposit in the amount of triple the average monthly consumption for the previous billing period. This deposit serves as a guarantee in the event that the Customer does not adhere to

the payment conditions and as a result of this the Trader has a major overdue receivable against the Customer.

- 5) In the event of repeated default on payments under the Contract, the Trader may ask the Customer to guarantee future receivables by making a deposit in the amount of triple the expected averaged monthly deposit. Failure to make a deposit may be regarded as a significant Contract breach in this case.

#### VI. COMPLAINTS

- 1) Should either Party find errors or mistakes in the settlement of payments under the Contract, it should be entitled to file a complaint with the other Party. A complaint has no suspension effect on the validity of billed payments.
- 2) If a situation arises supposing the mutual settlement under 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 regarding the settlement of payments for the electricity supply or for the distribution of electricity, or, as the case may be, a complaint regarding the metering of the 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 also, should metering be the subject of the complaint, 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 made by means of remote communicationAny claims which 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) The Customer is entitled to file a written complaint regarding the Payment Schedule for the relevant period on the grounds of its inadequateness no later than upon the due date of the first advance payment prescribed in this manner,
- 4) 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 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 of the day of the delivery of the complaint to the respective Party, unless otherwise stipulated by the legal regulations. In the event that the subject of the complaint is other than the settlement of payments for electricity, the Parties shall proceed in a similar way. Should the Trader be obliged, as part of a mutual settlement, to return any overpayment to the Customer, the provisions of the last three sentences of Article IV, par. 7) of the GBTC shall apply
- 5) 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 which 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) Any jurisdiction of courts for the settlement of disputes arising from the Contract is determined by the respective legal regulation; in the case of proceedings in disputes with an international element, the court with jurisdiction is always that in accordance with the registered office of the Trader. The governing law shall always be the law of the Czech Republic (thus excluding any reference to any other than Czech law).

#### VIII. DELIVERIES

- 1) Unless otherwise specified in the GBTC or the Contract, any notice or document which is to be delivered between the Parties [hereinafter referred to as the "Submission"] may 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 Parties agree on this address as the address for the delivery within the meaning of the respective legal regulation;
  - b) by personal delivery or by messenger delivery service; the Submission shall be deemed as delivered as of the date of the acceptance of the Submission by the authorized person of the addressee (recipient);
  - c) by registered mail; the Submission shall be deemed as delivered as of the date of delivery, whereas the delivery is considered the moment at which the letter gets within the sphere of the letter recipient, including the eventuality that the recipient refuses to take the letter. If the submission is not delivered earlier, it will be deemed as delivered upon the expiry of the term for the collection of the registered mail determined by the holder of the posting licence. The posting is also considered delivered on the day when the recipient refuses to accept the letter.
  - d) by regular mail; the Submission shall be deemed as delivered as of the date of delivery, whereas the delivery is considered the moment when the letter gets within the sphere of the letter recipient, including the eventuality that the recipient refuses to accept the letter.
  - e) by fax transmission to the contact information specified in the Contract; the Submission shall be deemed as delivered upon receipt of the fax confirmation (feedback) of the 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.
  - f) by electronic means (e-mail); the Submission shall be deemed as delivered upon receipt of an electronic confirmation (feedback) of the successful delivery

- e) by an SMS message sent to the contact mobile phone number.  
 g) by delivery to the data box.  
 h) through the Virtual commercial office application of the Trader.
- 2) The Parties agree that the Trader is entitled to send 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.: 26 37 65 47, 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 (the settlements of payments 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 conversations shall be recorded and the Customer shall be notified thereof at the beginning of any telephone call. Telephone charges as well as the costs for using other means of remote communication shall be charged for according to the tariff of the provider of the relevant means of communication used by the Customer.
  - 5) The Trader is entitled to request the verification of the identification data of the Customer on communication with the Customer. The Trader is also entitled not to perform any act requested by the Customer until the authorization of the performance of the Customer instruction is verified. In the event of insufficient documentation or any doubts on the Customer's identification, the Trader will be entitled not to perform the Customer's request.

#### IX. COMMON AND FINAL PROVISIONS

- 1) Should any undertaking (obligation) under the GBTC 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 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 in a manner enabling remote access (on its website and media) and at the Trader's business locations (offices, establishments, etc.) at least 30 days prior to the date of entry into effect of the changed (new) GBTC. The Customer shall familiarize itself with the amended (new) GBTC. The Customer is entitled to withdraw from the Contract within 3 months of the change in the GBTC without stating any reason. However, this does not apply if the Trader informs the Customer of the changes 30 days prior to the effect of such changes at the latest and then informs the Customer of its right to withdraw from the Contract. In such a case, the Customer will be entitled to withdraw from the Contract without stating any reason at latest 10 days prior to the effect of the change. If the Customer does not express its wish to withdraw from the Contract in writing and in time, the amended (new) GBTC will become binding for the next contractual relationship pursuant to the Contract. Withdrawal from this Contract is the sole instrument agreed upon by the Parties to express their disagreement with the changed contractual conditions in the GBTC. The withdrawal from the Contract comes into effect on the last day of the calendar month when it is delivered to the Trader, unless the Customer specifies a later day for the withdrawal effect. However, if the later date of the withdrawal coming into effect is determined, it will apply from the first day of the calendar month following the delivery of the withdrawal (although from the date of the effect of the GBTC at the earliest) in the wording of changes as a result of which the Customer has withdrawn from the Contract. A withdrawal which comes into effect within 3 months of the GBTC coming into effect and less than 10 days prior to the end of a given month is effective on the last day of the calendar month following the month when the withdrawal is delivered to the Trader.
- 3) The Trader is entitled to change the price(s) for the supply of electricity specified in the Price List. The new price List shall be made publicly available by the Trader in a manner enabling remote access (on its website and media) and at the Trader's business locations (offices, establishments, etc.) at least 30 days prior to the date of entry into effect of the changed Price List. The Customer shall familiarize itself with the changed Price List. The Customer is entitled to withdraw from the Contract within 3 months of the change in the Price List without stating any reason. However, this does not apply if the Trader informs the Customer of the changes 30 days prior to the effect of such changes at the latest and then informs the Customer of its right to withdraw from the Contract. In such a case, the Customer will be entitled to withdraw from the Contract without stating any reason at latest 10 days prior to the effect of the change. If the Customer does not express its wish to withdraw from the Contract in writing and in time, the newly determined price of the power electricity will become binding for the next contractual relationship pursuant to the Contract from the date of the effect of the new Price List. A written withdrawal is the sole instrument agreed upon by the Parties to express their disagreement with the changed Price List. The withdrawal from the Contract comes into effect on the last day of the calendar month when it is delivered to the Trader, unless the Customer specifies a later day for the withdrawal effect. However, if the later date of the withdrawal coming into effect is determined, it will apply from the first day of the calendar month following the delivery of the withdrawal (although from the date of the effect of the Price List at the earliest) in the wording of changes as a result of which the Customer has withdrawn from the Contract. A withdrawal which comes into effect within 3 months of the changed Price List coming into effect and less than 10 days prior to the end of a given month is effective on the last day of the calendar month following the month when the withdrawal is delivered to the Trader.
- 4) The Parties agree that they will make neither the Contract, in whole or any part thereof (i.e. any part which is not publicly known), nor any non-public information ensuing from the Contract available to any third party without the prior written consent of the other Party, with the exception of cases in which the publication or provision to a third party is required by a relevant legal regulation, binding decision of the court or an administrative body and the cases specified in the Contract.
- 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 or temporary address, date of birth and, as the case may be, the 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. The 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; in addition to 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 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. By the Contract conclusion the Customer gives its consent to the provision and processing of the above personal data by the Trader for the purpose of information campaigns by the Trader within a time period of two years from the Contract termination. The Customer may withdraw the consent given in this way at any time after the Contract termination. This provision will only be used for Customers - Individuals.
- 7) The prohibition to disclose 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 persons within the Trader's business group and, furthermore, it will not prevent its provision to the company Operátor trhu s elektřinou, a. s., in accordance with the Energy Act and its implementing regulations and in accordance with the relevant contracts concluded by the Trader, namely the DSO, in the event that the contract in question is the Contract for Composite Services of the Electricity Supply. The persons 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 to be as is defined in Section 66a of the Czech Commercial Code, as amended; any entity within the Trader's business group may process and use these 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. a change in a Party's personal data or postal address. Any omission or failure to provide such information will be the liability of the responsible Party. Furthermore, both Parties agree to provide the other Party with any information which would or could affect the fulfilment of the Contract.
- 9) The Customer shall avoid any loss or unauthorized disclosure of its identification data from the Contract (such as the Contract number, the Customer number and the OP number) to any third person and take effective measures against their misuse.
- 10) Unless specified otherwise in the Contract, the contractual relationship between the Trader and the Customer is concluded for an unlimited period.
- 11) In the event of the Contract's 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 GBTC. If any act is implemented on behalf of the Customer as the mandator on the basis of a power of attorney during the conclusion, modification or termination of the Contract, the Trader may request an officially authenticated signature from the mandator.
- 12) The GBTC becomes valid as of 1 July 2011 and effective as of 1 September 2011

In Prague, 30 June 2011

ČEZ Prodej, s.r.o.  
 Ing. Zuzana Řezníčková  
 Director

Ing. Bohumil Mazač  
 Director