

Contract of Service on the Audit Committee

between

ČEZ, a. s.

and

....

Contract of Service on the Audit Committee

ČEZ, a. s., a company having its registered office in Prague 4, Duhová 1444/2, postal code: 140 53, Company ID No.: 45274649, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, File 1581,

(hereinafter referred to as the “**Company**”)

on the one part

and

.....,

born, domiciled at

* who was elected as a member of the Audit Committee by the General Meeting of the Company on / who became a substitute member of the Audit Committee on, and accepted the position

(hereinafter referred to as the “**Audit Committee Member**”)

on the other part,

(hereinafter also collectively referred to as the “Contracting Parties”)

have hereby agreed on the following terms and conditions of service on the Company’s Audit Committee:

* Select as appropriate

1. Subject Matter of the Contract

1.1. This Contract specifies in detail the terms and conditions for serving on the Audit Committee and regulates mutual rights and obligations between the Contracting Parties both during the term of service and thereafter.

1.2. The Audit Committee Member’s rights and obligations relating to service on the Audit Committee arise from legal regulations, the Company’s Articles of Association, the Rules of Procedure of the Audit Committee, Audit Committee resolutions, and this Contract.

The Audit Committee Member is obliged to perform his/her role with due diligence.

The Audit Committee Member shall regularly perform his/her duties at the following address: Prague 4, Duhová 425/1, Duhová 1444/2, and Duhová 1531/3, postal code 140 00, and shall undertake domestic and foreign travel outside the place of regular service if required by due performance of his/her duties.

2. Remuneration

- 2.1.** The Company undertakes to pay the Audit Committee Member remuneration for his/her service in the amount and under the terms and conditions set forth in Annex 1 hereto, “Rules for Providing Consideration to Audit Committee Members” (hereinafter referred to as “Annex 1 hereto”), except where the law does not permit providing such remuneration.

3. Reimbursement, Material Conditions, and Other Consideration

- 3.1.** The Company undertakes to provide the Audit Committee Member with:
- a) reimbursement for travel expenses if the Audit Committee Member undertakes domestic or foreign travel in relation to his/her service on the Audit Committee outside the place of regular service specified in Article 1.2, or study travel, promotional travel, or travel undertaken in relation to other professional activities on behalf of the Company (hereinafter referred to as “business travel”); reimbursement for the cost of training or other courses relating to his/her service on the Audit Committee, promotional or other professional activities on behalf of the Company; as well as reimbursement for costs incurred in relation to his/her attendance at Audit Committee meetings or in relation to his/her service on the Audit Committee at the place of regular service pursuant to Article 1.2 (hereinafter referred to as “travel to meetings”);
 - b) work equipment required for his/her service (a mobile phone, a desktop or laptop computer, etc.). However, said items will not be provided to the Audit Committee Member if they have already been provided in connection with his/her service in another role within the Company;
 - c) the possibility to use his/her private car for discharging his/her duties. The Audit Committee Member shall be reimbursed for the cost of its use under the terms and conditions set down in Annex 1 hereto,
 - d) reimbursement for costs incurred by the Audit Committee Member pursuant to Article 7 hereof;
- (hereinafter collectively referred to as “Consideration”)
- in the amount and under the terms and conditions set forth in Annex 1 hereto, except where the law does not permit providing such consideration.

4. Conflict of Interest

- 4.1.** The Audit Committee Member shall abide by rules for conflict of interest within the statutory scope. The Audit Committee Member’s conflict of interest shall also mean:
- a) the Audit Committee Member’s conducting business in the Company’s line of business, including for the benefit of third parties, or mediating the Company’s transactions for third parties,
 - b) the Audit Committee Member’s membership in the statutory governing body of another legal entity having a similar line of business or holding another similar position, unless they form a concern,

- c) the Audit Committee Member's participation in the business activities of another business corporation as a member with unlimited liability or as the controlling entity of another entity engaged in the same or similar line of business.

5. Protection of Certain Facts

- 5.1. For the term of service as well as after termination thereof, the Audit Committee Member undertakes not to disclose or make available to a third party without authorization any facts that constitute the Company's trade secret, the Company's internal information, or that are of a confidential nature and whose disclosure to third parties might cause harm to the Company (or its business partners). This restriction also applies to data recording and data transfer media containing such facts. The Audit Committee Member undertakes to handle information classified pursuant to Act No. 412/2005 Sb., on the protection of classified information and security clearance, as amended, and its implementing regulations in compliance with these legal regulations.

6. Obligations of the Company

- 6.1. The Company undertakes to:
 - a) provide the Audit Committee Member with remuneration within the scope and under the terms and conditions set forth in Article 2 hereof and in Annex 1 hereto, except where the law does not permit providing such remuneration,
 - b) provide the Audit Committee Member with reimbursement, material conditions, and other consideration within the scope and under the terms and conditions set forth in Article 3 hereof and in Annex 1 hereto, except where the law does not permit providing such consideration,
 - c) upon request, provide the Audit Committee Member with documents, data, and other materials necessary for his/her service on the Audit Committee via specialized departments,
 - d) disclose classified information pursuant to Act No. 412/2005 Sb., as amended, and its implementing regulations to the Audit Committee Member if his/her service on the Audit Committee so requires and provided that the Audit Committee Member is a person designated to handle classified information,
 - e) disclose facts constituting the subject of a trade secret to the Audit Committee Member if his/her service so requires,
 - f) keep the Audit Committee Member informed of safety regulations if his/her service so requires.

7. Indemnity

- 7.1. In case:
 - a) the Audit Committee Member at any time (including after the termination of his/her service on the Audit Committee) gets a justified impression that his/her right to protection of person, civic honor, professional reputation, or human dignity has been infringed by a third party by means of the press, radio, television, or other mass

media in connection with his/her service on the Audit Committee or termination thereof, and the Audit Committee Member initiates appropriate legal proceedings to protect himself/herself, or

- b) the Audit Committee Member faces criminal prosecution or action by law enforcement authorities in connection with his/her service on the Audit Committee or termination thereof,

(hereinafter collectively referred to as "Proceedings"),

the Company shall reimburse the Audit Committee Member, under the terms and conditions specified below, for reasonable costs incurred by the Audit Committee Member in connection with such Proceedings or imminent Proceedings, i.e. including costs incurred in connection with the assertion of any claim that may become the subject matter of such Proceedings (hereinafter referred to as "Compensation"), namely remuneration for the services of legal and other advisors, court and administrative fees, and/or other payments approved by the Company (hereinafter collectively referred to as "Costs").

- 7.2.** The Audit Committee Member shall become entitled to Compensation upon the delivery of a written request for Compensation from the Audit Committee Member to the Company, which must also include relevant information and documentation concerning the Proceedings (i.e. concerning the amount and intended use of Compensation requested and the subject matter of the Proceedings) and meet other conditions set forth herein. If the specified conditions are met, the Company shall pay the Compensation within [thirty (30)] days of the commencement date of entitlement to the Compensation.
- 7.3.** The Audit Committee Member may ask the Company for a payment to cover Costs incurred on a running basis after the Audit Committee Member becomes liable to pay such Costs (hereinafter referred to as "Advance" or "Advances"), including when the Company or an entity controlled by the Company is or may be the Audit Committee Member's counterparty in the Proceedings. The Company shall provide the Advance to the Audit Committee Member within [fifteen (15)] days of the Audit Committee Member's written request. The Audit Committee Member shall accompany the request by relevant information and documentation for payment pursuant to Article 7.2. If, on the day when the Proceedings are lawfully terminated, the conditions for entitlement to the Compensation prove to be unmet or if the amount of payment that the Company is thus obligated to pay to the Audit Committee Member is less than the amount of money provided to the Audit Committee Member as an Advance, the Audit Committee Member shall return the Advance or a pro rata portion thereof at the Company's request and within the time specified therein.
- 7.4.** The Audit Committee Member shall notify the Company of the commencement or imminent commencement of Proceedings pursuant to Article 7.1 hereof without undue delay.
- 7.5.** The Audit Committee Member undertakes to make every effort and take all necessary action to obtain indemnification from third parties, in compliance with the law and/or contractual obligations, for payments covered from an Advance or Compensation; for the avoidance of doubt, the Parties agree that such third party indemnification for payments under this Article shall include insurance indemnity regardless of the policyholder. Provided that the Audit Committee Member has previously received an Advance or Compensation for the same from the Company, the Audit Committee Member shall transfer any indemnification awarded and paid to him/her to the Company within [thirty (30)] days of the payment thereof. If the Audit Committee Member is indemnified for his/her costs by a third party before he/she receives a corresponding Advance or Compensation, the Company's obligation to provide such Advance or Compensation shall cease to exist to the relevant extent.

- 7.6.** Irrespective of other provisions herein, the Audit Committee Member shall not become entitled to Compensation:
- a) if the Company is not allowed to provide such payment under the law applicable at the time in question;
 - b) if the entitlement to Compensation relates to an act for which the Audit Committee Member is adjudged guilty of a crime upon a final judgment;
 - c) if the Company or an entity controlled by the Company is the Audit Committee Member's counterparty in the Proceedings, unless such Proceedings are initiated and conducted by the Company or an entity controlled by the Company and the court rejects or partially or fully dismisses the motion of the Company or the entity controlled by the Company upon final judgment. If the Audit Committee Member succeeds partially in such Proceedings, the Audit Committee Member shall be entitled to Compensation on a pro rata basis.

8. Termination of Service

- 8.1.** Service shall be terminated in compliance with legal regulations and the Company's Articles of Association.

Upon the termination of his/her service, the Audit Committee Member shall take such steps and measures whose non-performance might harm the Company.

- 8.2.** Within thirty days after the termination of his/her service, the Audit Committee Member shall return the following to an authorized employee of the Company:
- all documents and papers provided to him/her in direct connection with his/her service, all duplicates, extracts, and copies of such documents and papers, unless they have already been destroyed, as well as data recording and data transfer media provided by the Company,
 - other items provided to him/her in connection with his/her service, including any documentation relating to such items.

9. Final Provisions

- 9.1.** This Contract comes into force and effect on the date of its signing by both Contracting Parties. The Audit Committee Member is also entitled to all remuneration, compensation, and other consideration under this Contract for the period from the commencement of his/her service to the entry into effect of this Contract.
- 9.2.** Terms and conditions that are not regulated by this Contract are governed by Act No. 90/2012 Sb., on commercial companies and cooperatives (hereinafter referred to as the "Business Corporations Act"), Act No. 89/2012 Sb., Civil Code (hereinafter referred to as the "Civil Code"), and the Company's Articles of Association. Unless otherwise provided in this Contract, the relevant provisions of the new Civil Code regarding mandate shall apply.
- 9.3.** Annex 1 hereto constitutes an integral part of this Contract. This Contract may only be modified or amended in writing.

9.4. Rights and obligations under this Contract, with the exception of the provisions of Article 5, paragraph 5.1 and Article 8 hereof, shall expire on the date of termination of service on the Audit Committee.

9.5. The Parties enter into this Contract in good faith, voluntarily, solemnly, and having fully understood its text, which they confirm by adding their signatures.

Prague,

Audit Committee Member:

On behalf of the Company:

Name:

Name:
Title:

Name:
Title:

Annex 1

to the Contract of Service on the Audit Committee

RULES FOR PROVIDING CONSIDERATION TO AUDIT COMMITTEE MEMBERS (Hereinafter Referred to as "Rules")

I. Introductory Provisions

- 1.1. These Rules regulate the terms and conditions for providing remuneration, other consideration, and reimbursement (hereinafter collectively referred to as "Consideration") to members of the Audit Committee of ČEZ, a. s. (hereinafter referred to as the "Company").
- 1.2. A member of the Audit Committee is not entitled to Consideration specified in these Rules if the law does not permit the provision thereof.
- 1.3. A member of the Audit Committee shall also mean the chairman and vice-chairman thereof unless these Rules provide otherwise.
- 1.4. The "Contract" shall mean the Contract of Service made by and between an Audit Committee member and the Company.

II. Remuneration

- 2.1 Audit Committee members are entitled to remuneration for their service amounting to CZK 10,000 (that is: ten thousand Czech korunas) per month, the vice-chairman of the Audit Committee is entitled to CZK 15,000 (that is: fifteen thousand Czech korunas) per month, and the chairman of the Audit Committee is entitled to CZK 20,000 (that is: twenty thousand Czech korunas) per month.
- 2.2 Remuneration is paid to the members of the Audit Committee after the end of the calendar month, on the pay day specified for paying wages to Company employees. Remuneration is paid on the basis of a written document signed by the chairman and the vice-chairman of the Audit Committee (or by another member of the Audit Committee should either be absent) and by the chairman or the vice-chairman of the Board of Directors, submitted to the competent department of the Company.
- 2.3 Where this Contract provides that an Audit Committee member is entitled to remuneration for a certain period (months, accounting year) and the Audit Committee member serves for just a portion of such period, he/she shall receive said remuneration on a pro rata basis. If his/her service in a given period was terminated by removal, the removing body may decide otherwise.
- 2.4 If a member of the Audit Committee is temporarily unable to perform activities associated with service on the Audit Committee because of sickness, he/she remains entitled to the full monthly remuneration, pursuant to Article 2.1 of these Rules, for the first 30 calendar days of his/her inability to perform activities associated with service on the Audit Committee due to the above reasons. If such inability to perform activities associated with service on the Audit Committee lasts longer than 30 calendar days without interruption, the amount of monthly remuneration for every calendar month in which the member cannot serve on the Audit Committee, from the 31st calendar day to

the end of his/her inability, is 50% of the monthly remuneration stipulated in Article 2.1 of these Rules.

III. Mobile Phone

- 3.1. If a mobile phone is provided by the Company to a member of the Audit Committee pursuant to Article 3.1(b) of the Contract, related voice and data services are without any financial limit.

IV. Statutory Deductions from Income

- 4.1. The Company shall deduct advance tax on employment income and premiums for mandatory insurance from the taxable income of an Audit Committee member and transfer them to the relevant institutions pursuant to applicable law.

V. Reimbursement for Travel Expenses

- 5.1. An Audit Committee member may use his/her private car for travel pursuant to Article 3.1(a) of the Contract. In such a case, the Audit Committee member shall be reimbursed for travel costs under the conditions and at the amount specified in Sections 157–160 and 167 of Act No. 262/2006 Sb., Labor Code, as amended (hereinafter referred to as the Labor Code), and Act No. 586/1992 Sb. on income taxes, as amended.

- 5.2. When on business travel pursuant to Article 3.1(a) of the Contract, a member of the Audit Committee is entitled to:

- domestic meal allowances under the conditions specified in Section 163 of the Labor Code at the following rates:

| Duration of business travel | Amount of meal allowances in CZK |
|---|----------------------------------|
| 5 to 12 hours | 69.00 |
| More than 12 but not exceeding 18 hours | 106.00 |
| Over 18 hours | 165.00 |

- foreign meal allowances at maximum rates stipulated in Section 170 of the Labor Code,
- per diem allowances in the event of foreign business travel at maximum rates specified in Section 180 of the Labor Code,
- a plane ticket in business class, and
- reimbursement for other expenses (i.e. accommodation expenses under the conditions specified in Sections 162 and 169 of the Labor Code, necessary additional expenses under the conditions specified in Section 164 and Section 171 of the Labor Code) related to business travel at face value; he/she is also entitled to this reimbursement in case of travel to meetings pursuant to Article 3.1(a) of the Contract.

VI. Travel Insurance

6.1. Throughout his/her term of service on the Audit Committee, an Audit Committee member is covered by travel insurance taken up by the Company for short-term foreign business travel in relation to service on the Audit Committee.

Prague,

Audit Committee Member:

On behalf of the Company:

Name:

Name:

Title:

Name:

Title: