

Contract for performing the role of Audit Committee Member

Entered into between

ČEZ, a. s.

and

Ing. Radek Neužil, LL.M.

Contract for performing the role of Audit Committee Member

ČEZ, a. s., a company with its registered office in Prague 4, Duhová 1444/2, postal code: 140 53, ID No.: 45274649, Registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File 1581, represented by Ing. Daniel Beneš, MBA, Chairman of the Board and Ing. Martin Novák, MBA, the Vice-Chairman of the Board,

/hereinafter referred to as the “**Company**”/

on behalf of one party

and

Ing. Radek Neužil, LL.M., born on April 22nd, 1970, residing at Chmelnice 45, 628 00 Brno,

who was elected on June 19th, 2013 by the General Meeting of the Company as a member of the Audit Committee, and accepted this role,

/hereinafter referred to as the “**Audit Committee member**”/

on behalf of the other party,

hereinafter collectively also referred to as the “Contractual parties”

have hereby agreed on the following conditions for performing the role of Audit Committee member for the Company:

1. Subject of the Contract

- 1.1.** The subject of this Contract includes detailed specification of the conditions for performing the role of Audit Committee member and the regulation of mutual rights and obligations between the Contractual parties.
- 1.2.** The rights and obligations relating to performing the role of Audit Committee member arise from the legal regulations, from the Articles of Association of the Company, from the Rules of Procedure of the Audit Committee, the resolutions of the Audit Committee and from this Contract.

The Audit Committee member is obliged to perform his/her role with due professional care.

- 1.3.** This Contract is concluded for the duration the Audit Committee member is required to perform the role for, which is regulated by the Articles of Association of the Company.

2. Remunerations, compensations and other benefits

- 2.1.** The Company pledges to pay the Audit Committee member remuneration for performing the role pursuant to Appendix 1 to this Contract: "Rules for remuneration and the provision of other benefits to Audit Committee members", except for instances in which the law does not permit the provision of such remuneration.
- 2.2.** If the Audit Committee member undertakes business trips in connection with performing his/her role, he/she is entitled to receive reimbursement of expenses pursuant to Appendix 1 to this Contract, under the conditions set by the Rules of Procedure of the Audit Committee and in the respective management document of the Company.
- 2.3.** The Audit Committee member is entitled to receive reimbursement of other possible expenses related to performing his/her role. The amount of the reimbursement is governed by legal regulations, or potentially by the internal management documents of the Company.
- 2.4.** The Company pledges to provide the Audit Committee member with the necessary items to perform his/her role (mobile phone, desktop or notebook, etc.). However, such things will not be provided to the Audit Committee member in the event that they have already been provided in connection to the performance of another role within the Company or in connection to a labor-law relationship towards the Company.

3. Non-competition Clause

- 3.1.** The Audit Committee Member must not:
 - a) Undertake business in the same or similar line of business to that of the Company, or enter into business relations with the Company.
 - b) Mediate or procure business with the Company for other persons.
 - c) Contribute to the business activities of another company as a partner with unlimited liability or as a controlling person with respect to another person with the same or similar line of business.
 - d) Perform the roles of a statutory body or member of the statutory or other body of another legal entity with the same or similar line of business, unless this involves a trust.
- 3.2.** The Audit Committee member acknowledges that the violation of the non-competition clause may constitute grounds for the dismissal.

4. Protection of certain facts

- 4.1.** The Audit Committee member pledges not to communicate or disclose without authorization to a third person any facts that the Company considers as the subject of a trade secret or which are of confidential nature and the disclosure of which to third persons might cause damage to the Company, for the period s/he performs the role for and for two subsequent years upon the termination thereof. This restriction also applies to data recording and transfer media containing such facts. The Audit

Committee member pledges to handle information classified pursuant to Act No. 412/2005 Coll. on the protection of classified information and security clearance, as amended, and pursuant to the implementing regulations thereof, in accordance with these legal regulations.

- 4.2.** Violation of the obligation pursuant to Section 4.1 may constitute grounds for dismissal of the Audit Committee member. This does not affect the right of the Company to claim damages, should the Company reasonably deem that such damages were incurred in causal connection with the violation of this obligation by the Audit Committee member.

5. Obligations of the Company

- 5.1.** The Company pledges to:

- a) Pay the Audit Committee member remuneration and compensation and to provide him/her with other benefits within the scope and under the conditions stipulated in Appendix 1 to this Contract and in Section 2 of this Contract.
- b) Upon request, provide the Audit Committee member with documents, data and other materials necessary to perform his/her role via specialized departments.
- c) Familiarize the Audit Committee member with classified information pursuant to Act No. 412/2005 Coll., as amended, and in accordance with its implementing regulations, if required to perform his/her role, provided the Audit Committee member is a person authorized to handle classified information.
- d) Familiarize the Audit Committee member with facts constituting the subject of a trade secret, if required to perform of his/her role.
- e) Continuously familiarize the Audit Committee member with safety regulations, if required to perform his/her role.

- 5.2.** The Company shall deduct advances for income tax from dependent activities from the taxable income of the Audit Committee member and make potential mandatory insurance payments pursuant to applicable legal regulations.

6. Other provisions

- 6.1.** The Company pledges to take out liability insurance at its own expense for damages caused by the Audit Committee member to the Company or to third persons while performing the role of Audit Committee member or in connection therewith, up to a maximum amount of insurance indemnification according to the conditions set out in the insurance contract concluded with a reputable insurance company designated by the Board of Directors.
- 6.2.** Violation of Section 3.1, Section 4.1 and Section 7 of this Contract shall be deemed a major violation of the conditions of this Contract.

- 6.3.** The conditions not regulated by this Contract are governed by the legal regulations, the Articles of Association of the Company, and the Rules of Procedure of the Audit Committee of ČEZ, a. s.
- 6.4.** Should an Audit Committee member at any time (even upon the termination of his/her role as Audit Committee member) gain a justified impression that the right to protection of his/her rights as a person, his/her civic honors, professional reputation or human dignity has been infringed by way of the press, radio, television or other mass media in connection with performing his/her role as Audit Committee member or in connection with the termination of such a role, or should criminal proceedings be brought against the Audit Committee member, he/she may ask the Company to reimburse the expenses for ensuring protection from such infringement and to reimburse the costs of legal representation. In such a case, the Company pledges to reimburse the Audit Committee member for expenses related to ensuring protection against such infringement, including reimbursement of the costs of legal representation, provided this does not violate the legal regulations. Should the Audit Committee member be lawfully convicted of committing a criminal offence, he/she shall reimburse the Company for the expenses incurred in connection with the settlement of his/her legal representation.

7. Termination of service

- 7.1.** The performance of the role is terminated pursuant to the Commercial Code and the Articles of Association of the Company.
Upon termination of service, the Audit Committee member is obliged to undertake such measures so as to prevent the Company from harm.
- 7.2.** Within thirty days after termination of service, the Audit Committee member shall return the following to the authorized employee of the Company:
- All documents and papers provided to him/her in direct connection with performing the role, all duplicates, extracts, copies of these documents and papers, unless they have already been discarded, as well as the data recording devices and transfer media owned by the Company.
 - Other items provided to him/her in connection with performing the role, including potential documentation related to such items.

8. Final Provisions

- 8.1.** This Contract comes into force as of the date of its signing, and takes effect as of the date of its approval by the General Meeting of the Company.
- 8.2.** This Contract may be amended or supplemented only by agreement between the Contractual parties via numbered amendments.
- 8.3.** This Contract shall expire on the date that the role terminates on, with the exception of the provisions of Section 4, Subsection 4.1, and Section 7.
- 8.4.** The parties have entered into this Contract in good faith, voluntarily, solemnly and having fully understood the text, which they confirm by adding their signatures.

In Prague, on August 22nd, 2013

Audit Committee Member:

Signature
Ing. Radek Neužil, LL.M.

On behalf of the Company:

Signature
Ing. Daniel Beneš, MBA
Chairman of the Board of Directors

Signature
Ing. Martin Novák, MBA
Vice-Chairman of the Board of Directors

To the Contract for performing the role of Audit Committee member, entered into on August 22nd, 2013

RULES FOR REMUNERATION AND THE PROVISION OF OTHER BENEFITS TO AUDIT COMMITTEE MEMBERS

I. Introductory provisions

- 1.1. These rules regulate the conditions for the provision of remuneration and other benefits to members of the Audit Committee of ČEZ, a. s. (hereinafter referred to as the "Company").
- 1.2. The member of the Audit Committee is not entitled to remuneration pursuant to Section II of these Rules, if the law does not allow for the provision of such remuneration.
- 1.3. The term Audit Committee member also refers to the chairman and vice-chairman thereof, unless these Rules explicitly stipulate otherwise.

II. Remuneration

- 2.1. Audit Committee members are entitled to receive remuneration amounting to CZK 10,000 (in words: ten thousand Czech crowns) per month for performing their role; the Vice-Chairman of the Audit Committee is entitled to receive CZK 15,000 (in words: fifteen thousand Czech crowns) per month, and the Chairman of the Audit Committee is entitled to receive CZK 20,000 (in words: twenty thousand Czech crowns) per month.
- 2.2. Remuneration is paid to the members of the Audit Committee after the end of the calendar month, on the day stipulated for payment of wages to Company employees. The basis for paying remuneration is constituted by a written document signed by the Chairman and the Vice-Chairman of the Audit Committee (or by another member of the Audit Committee in the event that either is absent) and by the Chairman or the Vice-Chairman of the Board of Directors, submitted to the respective department of the Company.
- 2.3. In case the Contract for performing the role of Audit Committee member stipulates remuneration for a certain period (months, fiscal year), and the Audit Committee member only performs his/her role for a part of such period, he/she is entitled to receive a proportional part of the said remuneration. If the role was terminated by dismissal during the course of the given period, the dismissing body may decide otherwise.
- 2.4. In the event that it becomes temporarily impossible to perform the role due to illness or prolonged absence, the Audit Committee member is entitled to receive remuneration for the given period if he/she submits a written opinion on the discussed points to the Chairman of the Audit Committee as of the time of the discussion at the latest, unless the Audit Committee decides otherwise. The Audit Committee decides on whether to grant remuneration in the event of temporary inability to perform the role. Prolonged absence is understood as absence and failure to submit a written opinion for at least two consecutive months.

III. Reimbursement of travel expenses

- 3.1.** The Audit Committee member may use his/her own car to perform the role. In such case, reimbursement of travel expenses shall be provided to the Audit Committee member to the amount pursuant to Act No. 262/2006 Coll., the Labor Code, as amended, and pursuant to Act No. 586/1992 Coll., on Income Tax, as amended.
- 3.2.** In case of undertaking business trips related to performing the role, the Audit Committee member is entitled to meal allowances to the amount stipulated by the Labor Code, to compensation of other expenses related to the business trip (namely accommodation expenses) to the documented amount, and to insurance, furthermore to an air ticket in business class and in the event of business trips abroad to pocket money to the maximum amount stipulated by the Labor Code.

In Prague, on August 22nd, 2013

Audit Committee Member:

Signature
Ing. Radek Neužil, LL.M.

On behalf of the Company:

Signature
Ing. Daniel Beneš, MBA
Chairman of the Board of Directors

Signature
Ing. Martin Novák, MBA
Vice-Chairman of the Board of Directors