

Contract for performing the role of Audit Committee Member

Entered into between

ČEZ, a. s.

and

Ing. Jiřina Vorlová

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. Jiřina Vorlová, born on February 3rd, 1963, residing at Brdlíkova 192/11, 150 00 Prague 5 – Motol,

who was elected on December 18th, 2012 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 to perform the role of Audit Committee member for the Company:

1. Subject of the Contract

- 1.1.** The subject of this Contract includes a 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 of the Contractual parties 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.

The Audit Committee member will regularly perform his/her role at the following address: Prague 4, Duhová 2/1444, postal code 140 53, and will undertake domestic travel and travel abroad outside the location where the Audit Committee member regularly performs the role.

- 1.3.** This contract is concluded for the term of performing the role of Audit Committee member.

2. Remuneration, compensation 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 the Audit Committee members", (hereinafter referred to as "Appendix 1"), except in instances where the law does not permit such remuneration be provided.
- 2.2.** Should the Audit Committee member undertake domestic travel or travel abroad in relation to performing the role of Audit Committee member, outside the place where the member's role is typically located (hereinafter also referred to as "business trips"), or study, promotional or other professional activities on behalf of the Company, s/he is entitled to receive remuneration for travel expenses to an amount and under the conditions stipulated in Appendix 1 to this Contract.
- 2.3.** Without affecting Section 2.2 of this Contract, the Audit Committee member is entitled to receive remuneration of other potential rationally exerted expenses relating to performing the role, within the scope approved by the General Meeting of the Company.
- 2.4.** Upon his/her request, the Company pledges to provide the Audit Committee member with the items required to perform his/her role (mobile phone to perform the role of the Audit Committee member for private use, related voice and data services are without financial limit, a desktop or a notebook, etc.). However, such items will not be provided to the Audit Committee member in case they have already been provided in connection to performing another role within the Company or in connection to a labor-law relationship towards the Company.

3. Non-competition clause and conflict of interests

- 3.1.** The Audit Committee Member must not:
 - a) Undertake business within the scope of activities of the Company, not even on behalf other persons, or to mediate the Company business for another entity.
 - b) Be a member of the statutory body of another legal person with a similar scope of activities or a person in a similar position, unless this involves a trust.
 - c) Contribute to the business activities of another business corporation as a partner with unlimited liability or as a controlling person with respect to another person with the same or similar line of business.
- 3.2.** The Audit Committee member is obliged to abide by the limitations similar to those arising for the Supervisory Board members from the stipulations of Section 451 et sequentia of the Act on Business Corporations, as well as from other stipulations outlined by generally binding legal regulations and the Articles of Association of the Company dealing with the ban on competition.
- 3.3.** The Audit Committee member is obliged to abide by the rules for the conflict of interest within the statutory scope.

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 which constitute a trade secret of the Company or which are of confidential nature and the disclosure of which to third persons might cause damage to the Company (or its business partners), for the period of performing his/her role as well as after termination thereof. This restriction also applies to data recording devices and transfer media containing such facts. The Audit Committee member pledges to handle the 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 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) Remunerate the Audit Committee member within the scope and under the conditions stipulated in Section 2 and in Appendix 1 to this Contract.
 - b) Upon request provide the Audit Committee member with documents, data and other materials necessary to perform the role of Audit Committee member 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 the role of Audit Committee member, provided that 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 perform his/her role.
 - e) Continuously familiarize the Audit Committee member with safety regulations, if required to perform his/her function.
- 5.2.** The Company shall deduct advances for income tax from the dependent activities of natural persons and premiums for mandatory insurance from the taxable income of the Audit Committee member and to carry out deductions thereof to the respective institutions pursuant to the valid legal regulation.

6. Other provisions

- 6.1.** Conditions not governed by this Contract abide by Act No. 90/2012 Coll. on business companies and associations (hereinafter referred to as the "Act on Business Corporations"), by Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the

"Civil Code"), by the Articles of Association of the Company and by the Rules of Procedure of the Audit Committee of ČEZ, a. s.

- 6.2.** Should the Audit Committee member at any time (even once his/her role as Audit Committee member has terminated) 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 this role, or should criminal prosecution be brought against the Audit Committee member, s/he may ask the Company to reimburse 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 expenses relating to ensuring protection against such infringement, including reimbursement of the costs of legal representation, provided this is not in violation of the legal regulations. Should the Audit Committee member be lawfully convicted of committing a criminal offence, s/he shall reimburse the Company for the expenses incurred in connection with settlement of his/her legal representation.

7. Termination of service

- 7.1.** Performance of the role is terminated pursuant to the legal regulations and the Articles of Association of the Company.

In the event that role of Audit Committee member is terminated, the Audit Committee member is obliged to undertake such steps and measures so as to prevent damage incurred by the Company should he fail to do so.

- 7.2.** Within thirty days after terminating the role, 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 to performing the role, all duplicates, extracts, copies of these documents and papers, unless they have already been discarded, as well as data recording devices and transfer media provided by the Company.
 - Other items provided to him/her related to performing the role, including potential documentation related to such items.

8. Final Provisions

- 8.1.** This Contract comes into force on the date of its signing by both Contractual parties, and takes effect as of the date of its approval by the General Meeting of the Company. At the point of taking effect, this Contract fully replaces obligations arising from the Contract for performing the role entered into by and between the Contractual parties on February 13th, 2013.
The Audit Committee member is entitled to receive all kinds of remuneration, compensation and other benefits according to this Contract also for the period from the commencement of his/her role until the effect of this Contract.
- 8.2.** The legal mode of this Contract is governed by the Act on Business Corporations and by the Civil Code. Unless stipulated otherwise by this Contract, the relevant stipulations of the new Civil Code regarding the mandate contract apply.

- 8.3.** This Contract may only be changed or amended via written form.
- 8.4.** The obligation arising from this Contract shall expire on the date when the role terminates, with the exception of the provisions of Section 4, Subsection 4.1, and Section 7.
- 8.5.** 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 April 28th, 2014

Audit Committee Member:

Signature
Ing. Jiřina Vorlová

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 April 28th, 2014

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

I. Introductory provisions

- 1.1. These rules regulate the conditions for providing remuneration, other benefits and other allowances 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 receive remuneration pursuant to Section II of these Rules, if the law does not permit the provision thereof.
- 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 to perform 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 payment day stipulated for paying wages to Company employees. The basis for paying remuneration is constituted by the 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 respective department of the Company.
- 2.3. In case this Contract stipulates remuneration for the Audit Committee member for a certain period (months, fiscal year), and the Audit Committee member only performs his/her role for a portion of such a timeframe, s/he is entitled to receive a proportional part of the said remuneration. If the function was terminated by dismissal during the course of the given period, the dismissing body may decide otherwise.
- 2.4. In the event that the Audit Committee member is temporarily unable to perform activities relating to the role of Audit Committee member due to illness, s/he is still entitled to receive monthly remuneration according to Section 2.1 of this Appendix 1 in its entirety for the period of the first 30 calendar days in which the Audit Committee member is unable to perform the activities related to the role of Audit Committee member for the reasons stated above. Should such inability to perform activities related to the role of Audit Committee member last without interruptions for a period exceeding 30 calendar days, then the monthly remuneration for the period starting on the 31st calendar day, for each calendar month in which the Audit Committee member is unable to perform his/her role, until the termination of such inability, amounts to 50 % of the monthly remuneration stipulated in Section 2.1 of this Appendix 1.

III. Reimbursement of travel expenses

- 3.1. The Audit Committee member may use his/her own car to perform his/her role. In such case, reimbursement of travel expenses shall be provided to the Audit Committee member to the amount pursuant to Sections 157 – 160 and 167 of Act No. 262/2006 Coll., the Labor Code, as amended (hereinafter referred to as the Labor Code), and pursuant to Act No. 586/1992 Coll. on Income Tax, as amended.
- 3.2. In the event of undertaking business trips related to performing the role, the Audit Committee member is entitled to receive:
- Domestic meal allowances under the conditions stipulated in Section 163 of the Labor Code, to the following amount:

Duration of the business trip	Amount of meal allowances in CZK
5 to 12 hours	69.00
more than 12, but not exceeding 18 hours	106.00
more than 18 hours	165.00

- Foreign meal allowances to the amount stipulated in Section 170 of the Labor Code,
- Reimbursement for other expenses related to business trips (i.e. accommodation expenses under the conditions stipulated in Sections 162 and 169 of the Labor Code, the necessary additional expenses under the conditions stipulated in Section 164 and Section 171 of the Labor Code) to the documented amount,
- Furthermore, a plane ticket in business class,
- Pocket money in the event of business trips abroad to the maximum amount stipulated in Section 180 of the Labor Code.

IV. Travel insurance

- 4.1 Throughout the period of performing the role, the Audit Committee member is covered by travel insurance taken up by the Company for short-term business trips abroad related to performing the role of Audit Committee member.

In Prague, on April 28th, 2014

Audit Committee Member:

Signature
Ing. Jiřina Vorlová

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