

AGREEMENT ON ACCESS TO THE RECORDS OF RENEWABLE ENERGY USE IN TRANSPORT

Article 1 Parties

OTE, a.s.

with its registered office at Jihlavská 1558/21, Michle, 140 00 Prague 4, Czech Republic

Company ID: 26463318

Tax ID: CZ26463318

registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 7260

represented by: the members of the Board of Directors listed below

bank details (bank name): Komerční banka, a.s.

Charges relating to EVOZED - account number (CZK): 131-4193320227/0100

(hereinafter as “**Market Operator**” or “**OTE**”)

and

[...]

with its registered office at [...]

Company ID: [...]

Tax ID: [...]

registered in the Commercial Register maintained by the [...] court in [...], Section [...], File [...]

represented by: the members of the Board of Directors listed below

market participant registration code in CS OTE: [...]

bank details (bank name): [...]

account no. (CZK): [...] (hereinafter as “**Bank account**”)

(hereinafter as “**Account Holder**”)

(the Market Operator and the Account Holder each referred to hereinafter individually as “**Party**” and collectively as “**Parties**”)

have concluded, on the day, month and year set out below, this Agreement on access to the records of renewable energy use in transport pursuant to Section 1746(2) of Czech Act No. 89/2012 Coll., the Civil Code, as amended, in accordance with Czech Act No. 458/2000 Coll., on the conditions for doing business and the exercise of state administration in the energy sectors and amending certain acts of law (the Energy Act), as amended, and further pursuant to Czech Act No. 165/2012 Coll., on supported energy sources and amending certain acts of law, as amended (hereinafter the “**Agreement**”):

Article 2 Definitions

- 2.1 The following terms and abbreviations used in the Agreement and its annexes shall have the meanings assigned to them below:
- a) ERO Price Decision - a decision issued by the ERO,
 - b) CS OTE - the Market Operator's central information system,
 - c) the Energy Act - Czech Act No. 458/2000 Coll., on the conditions for doing business and the exercise of state administration in the energy sectors and amending certain acts of law (the Energy Act), as amended,
 - d) ERO - Energy Regulatory Office of the Czech Republic,
 - e) EVOZED - the part of the CS OTE system used for maintaining records of renewable energy use in transport in accordance with the Act on Supported Energy Sources,
 - f) Help Desk - the Market Operator's unit established to provide support to CS OTE users,
 - g) without delay - no later than 3 business days from the occurrence of the relevant event,
 - h) the Civil Code - Czech Act No. 89/2012 Coll., the Civil Code, as amended,
 - i) Terms and Conditions - the Terms and Conditions of OTE, a.s. for the Electricity Sector, published at <https://www.ote-cr.cz/>,
 - j) the Rules of Use of EVOZED - a set of rules governing the conditions for the use of EVOZED; these rules are published at <https://www.ote-cr.cz/>,
 - k) Authorised Person - a person with access to the CS OTE system who is authorised to communicate with the Market Operator to the extent specified in the Agreement, the Rules of Use of EVOZED and the Terms and Conditions. An Authorised Person may only be appointed by a person authorised to act on behalf of the Account Holder,
 - l) Contractual Documentation - a body of legal and technical documents which, together with the Agreement, govern the mutual rights and obligations of the Parties. These are the following documents: the Rules of Use of EVOZED, and the Terms and Conditions,
 - m) the Decree on EVOZED - the applicable statutory regulation implementing the provisions of the Act on Supported Energy Sources concerning access to and use of the records of renewable energy use in transport,
 - n) the OTE Website - available at <https://www.ote-cr.cz/>,
 - o) the Value Added Tax Act - Czech Act No. 235/2004 Coll., on value added tax, as amended,
 - p) the Act on Supported Energy Sources - Czech Act No. 165/2012 Coll., on supported energy sources and amending certain acts of law, as amended.
- 2.2 Unless otherwise provided in the Agreement, the terms and abbreviations used in the Agreement shall be construed in accordance with the Civil Code, the Energy Act, the Act on Supported Energy Sources and other acts of law.

Article 3 Subject Matter of

the Agreement

- 3.1 By signing the Agreement:
- a) the Market Operator undertakes to grant the Account Holder access to EVOZED, and
 - b) the Account Holder undertakes to fulfil their obligations relating to access to EVOZED and to pay the Market Operator the fee specified in Article 4 of the Agreement,
- all this subject to the terms set out in the Agreement, the Rules of Use of EVOZED and the Terms and Conditions.
- 3.2 An integral part of the Agreement are the Rules of Use of EVOZED, which form Annex 1 to the Agreement. By signing this Agreement, the Account Holder further confirms and agrees that the rights and obligations of the Account Holder set out in this Agreement are governed, in addition to the Rules of Use of EVOZED, also by the Terms and Conditions, which form Annex 2 hereto; the current versions of both annexes to this Agreement are available via remote access on the OTE Website.
- 3.3 The Market Operator is entitled to unilaterally amend the Rules of Use of EVOZED and the Terms and Conditions, or to add new provisions to them. The Market Operator shall notify the Account Holder of the wording of any amendments and additions and/or the full text of the Rules of Use of EVOZED and/or the Terms and Conditions thus amended or newly issued by publishing them on the Market Operator's website or by other appropriate means, no later than the date on which such updates take effect. Where an amendment to the Rules of Use of EVOZED and/or the Terms and Conditions results in less preferable terms for the Account Holder than was previously the case, the Account Holder is entitled, if they do not agree to the new wording of the Rules of Use of EVOZED and/or the Terms and Conditions, to terminate the Agreement subject to a notice period of 1 (one) month, commencing on the first day of the calendar month immediately following the calendar month in which the written notice of termination was served on the other Party, unless the Parties agree to an earlier termination of the Agreement. The Account Holder acknowledges that any amendments or updates to individual sections of the Rules of Use of EVOZED and/or the Terms and Conditions are subject to the rules and procedures set out directly in these documents or in the contracts/agreements of which they form part.

Article 4 Charges

- 4.1 The charges for the activities provided by the Market Operator under the Agreement (hereinafter the "**Price**") may be defined by statutory instruments and/or individual legal acts issued by public authorities, such as, but not limited to, the relevant ERO Price Decision.
- 4.2 If the Price is not defined by statutory instruments and/or individual legal acts issued by public authorities, the Market Operator is entitled to define the Price in accordance with the procedure set out on the Market Operator's publicly accessible website. The Market Operator shall inform Account Holders of any change in the Price according to the previous sentence by publishing this information on the Market Operator's website or by other appropriate means, prior to the effective date of the new Price.
- 4.3 Should the Account Holder not agree to the new Price, they are entitled to terminate the Agreement subject to a notice period of 1 (one) calendar month, commencing on the first

day of the calendar month immediately following the calendar month in which the written notice of termination was served on the other Party, unless the Parties agree to an earlier termination of the Agreement.

- 4.4 Charges are paid by the Account Holder to the Market Operator with the procedure in accordance with the Rules of Use of EVOZED and compliant with the Act on Supported Energy Sources, the Decree on EVOZED and the ERO Price Decision.

Article 5

Principal Rights and Obligations of the Parties

- 5.1 The rights and obligations of the Parties not defined in the Agreement or its annexes shall be governed by generally applicable law, in particular the Civil Code, the Energy Act, the Act on Supported Energy Sources and the Decree on EVOZED.
- 5.2 The Market Operator is obliged:
- a) to provide the Account Holder with secure access to CS OTE for the purposes of fulfilling their obligations under the Decree on EVOZED and in accordance with the Agreement and the Contractual Documentation,
 - b) to comply with the Agreement and the Contractual Documentation.
- 5.3 The Account Holder is obliged:
- a) when accessing the CS OTE system for the purpose of fulfilling obligations under the Decree on EVOZED, to comply with the Agreement and/or the Contractual Documentation,
 - b) to pay the charges pursuant to Article 4 of the Agreement to the Market Operator at the times and in the manner set out in the Agreement and the Rules of Use of EVOZED, in cases where such an obligation arises for the Account Holder.
- 5.4 The Account Holder undertakes to inform the Market Operator without delay of any circumstances that could affect the performance of the Agreement, in particular:
- a) the commencement of insolvency proceedings due to insolvency or imminent insolvency of the Account Holder and the manner in which this is to be resolved,
 - b) an issued decision on the liquidation of the Account Holder,
 - c) the expiry of the authorisation / inclusion in the register of the Account Holder's charging stations that entitles the Account Holder to hold an account in EVOZED, and
 - d) the fact that the Account Holder is subject to any international sanctions, in particular, but not limited to, international sanctions pursuant to:
 - aa) Czech Act No. 69/2006 Coll., on the implementation of international sanctions, as amended,
 - bb) other generally binding law,
 - cc) directly applicable European Union legislation,
 - dd) international treaties, agreements, conventions or other bilateral or multilateral legal instruments binding on the Czech Republic,
 (hereinafter collectively as "**International Sanctions**").

Article 6

Payment Terms and Invoicing

- 6.1 The Account Holder or the Market Operator shall not be in delay with payment of a tax invoice if the relevant amount is credited to the other Party's account within the timeframes set out in the Rules of Use of EVOZED.
- 6.2 Should the Account Holder or the Market Operator be unable to make a payment due by the due date or in the agreed amount, they must notify the other Party of this without delay. In this case, the right to late payment interest according to Article 8 of the Agreement neither lapses nor is in any way affected.
- 6.3 All payments between the Market Operator and the Account Holder under the Agreement shall be made by bank transfer in accordance with the Rules of Use of EVOZED.
- 6.4 Compliant with Section 630(1) of the Civil Code, the Parties have agreed that the limitation period for all claims of the Market Operator towards the Account Holder under the Agreement shall be 4 years. The Account Holder expressly agrees to the arrangement according to the previous sentence.

Article 7

Complaints

- 7.1 The procedures for lodging and resolving complaints, including all binding deadlines, are provided in the Rules of Use of EVOZED.

Article 8

Late Payment Interest

- 8.1 For each day or part thereof of delay with the fulfilment of a monetary obligation under the Agreement, the creditor shall be entitled to claim from the Party in delay late payment interest on the amount due at the rate laid down by generally applicable law.
- 8.2 If either Party pays late payment interest on an amount due that was invoiced in error, the interest shall be refunded within 10 business days from this fact being established.

Article 9

Liability for Damage

- 9.1 The terms governing the Parties' liability for damage caused as a result of a breach of the Agreement, including its annexes, are set out in the Agreement and the Rules of Use of EVOZED, whereby compensation for damage is governed by the relevant provisions of the Rules of Use of EVOZED and the arrangements between the Parties laid out below. The Parties exclude any rules governing their liability for damage caused as a result of a breach of the Agreement, including its annexes, other than those set out in the Agreement, the Rules of Use of EVOZED or the Terms and Conditions.
- 9.2 Throughout the term of the Agreement, the Parties are obliged to prevent any potential damage and non-pecuniary loss, both individually and in conjunction with the other Party.
- 9.3 The Parties undertake to inform each other of any facts that, to their knowledge, could lead to

damage or non-pecuniary loss, and to make efforts to avert any imminent damage or non-pecuniary loss.

- 9.4 The Account Holder is obliged to compensate the Market Operator for any pecuniary and non-pecuniary loss and for any lost profit incurred as a result of a breach of the Account Holder's obligations. The imposition of a fine by a public authority, as well as claims by third parties successfully asserted in connection with a breach of the Agreement by the Account Holder shall also be deemed to constitute damage. For the avoidance of doubt, payment of a contractual penalty shall in no way affect the Market Operator's right to compensation for pecuniary and/or non-pecuniary loss, including lost profit.
- 9.5 The Market Operator shall be liable solely to the extent corresponding to the amount of the so-called actual damage caused to the Account Holder either wilfully or through gross negligence; the Market Operator is obliged to compensate the Account Holder for any damage arising in this way. The Market Operator shall not be liable for any lost profit incurred by the Account Holder, for any loss or damage arising, even partly, through fault of the Account Holder, or for any recourse claims for the payment of contractual penalties and other sanctions, or for indirect or consequential losses. The extent of the foreseeable aggregate loss or damage that may arise as a result of a breach by the Market Operator of its obligations under the Agreement in connection with events occurring within a single calendar year, and the maximum amount of compensation for such loss or damage that may be paid by the Market Operator to the Account Holder for a period of one calendar year are set out in the Rules of Use of EVOZED.
- 9.6 The Market Operator's liability for loss or damage caused as a result of a breach of the Market Operator's obligations other than those arising from the Agreement shall be governed by the Terms and Conditions; in such cases, the total and maximum liability limit for breaches of the Market Operator's obligations, as set out in the Terms and Conditions, shall apply. For the avoidance of doubt, the Parties expressly agree that any compensation for damage paid by the Market Operator under the Agreement shall be set off against the total and maximum liability limit for breaches of the Market Operator's obligations as set out in the Terms and Conditions.
- 9.7 The Market Operator does not provide the Account Holder with any guarantee as to the proper functioning of CS OTE, including EVOZED. For the avoidance of doubt, it is hereby stated that the Market Operator shall not be liable, in particular, for the availability, stability, speed, responsiveness or any other operational parameter of CS OTE, including EVOZED. The Market Operator shall not be liable for any loss or damage incurred by the Account Holder as a result of operational problems with CS OTE, including EVOZED (such as its unavailability or instability).
- 9.8 The Account Holder acknowledges that the CS OTE system, including EVOZED or parts thereof, may be taken offline suddenly without prior notice due to a technical fault or other unforeseen circumstances; the Account Holder will be informed of such an outage if technical conditions allow. During the downtime referred to in the previous sentence, the Account Holder will not have access to CS OTE, including EVOZED, and will not be permitted to transmit or download data or make any changes to the data contained in CS OTE.
- 9.9 The Account Holder acknowledges that the Market Operator is entitled to temporarily suspend the Account Holder's access to CS OTE, including EVOZED, if the Account Holder disrupts operational security or if their actions or activities jeopardise the operation of CS OTE, including EVOZED, or the activities of the Market Operator's other contractual partners. The Account Holder will be notified of such suspension if technical conditions allow.

Article 10:

Dispute Resolution

- 10.1 The Parties shall make all reasonable efforts to ensure that any disputes arising from the Agreement are, as a matter of priority, settled amicably.
- 10.2 If the dispute cannot be settled amicably, either Party may bring an action before the general court with local jurisdiction over the Market Operator. This change in the court's territorial jurisdiction constitutes an arrangement between the Parties within the meaning of Section 89a of Czech Act No. 99/1963 Coll., the Code of Civil Procedure, as amended.
- 10.3 The Parties exclude any method of resolution of disputes from the Agreement other than that set out in the Agreement or the Terms and Conditions.

Article 11 Method of Communication

- 11.1 The Parties have specified in Annex 3 to the Agreement the persons authorised to communicate, including Authorised Persons. These individuals will be listed in the Account Holder's registration details in CS OTE. The Authorised Persons designated in the Agreement shall acquire the rights arising from existing agreements concluded between the Account Holder and the Market Operator, to the extent specified in those agreements. For the appointment or replacement of an Authorised Person, the procedure set out in the Terms and Conditions shall apply.
- 11.2 Unless otherwise provided in the Rules of Use of EVOZED or the Terms and Conditions, the basis for any changes in contractual matters, including the registered details of the Account Holder and their representatives, is the submission of documents evidencing the requested change in writing, which is understood to mean a registered letter, a message delivered via a data box, or personal delivery of such documents. In this context, the date of delivery means the day on which the documents concerned are delivered (i) by registered post, (ii) to a data box, or (iii) the date of personal delivery and acceptance by the Market Operator.
- 11.3 In other operational matters, communications may be sent electronically (by email). Email messages sent by the Account Holder must be addressed to evozed@ote-cr.cz, or this address must be included in the carbon copy of the email message. For email messages, the date of delivery shall be construed to mean the date of receipt of the email message.

Article 12 Confidentiality

- 12.1 The Parties mutually undertake that all information, data, communications, documents, etc., in any form and regardless of whether or not they are marked as confidential and regardless of their financial or any other value, contained in the Agreement or otherwise available to them or made available to them in any other way in connection with the Agreement, including information provided during personal or remote meetings and during telephone conversations (hereinafter as "**Confidential Information**"), shall be deemed confidential and shall therefore be kept secret, undertake not to use it for any purpose other than the performance of the

Agreement, to protect it from disclosure and publication, and not to disclose it to third parties without prior written consent of the entitled Party until such time as this information becomes generally available to the public without any breach of the Agreement by the receiving Party. The Parties shall not disclose Confidential Information to any person other than their expert advisers and employees who are designated to carry out activities under the Agreement, unless otherwise stipulated in the Agreement. The Parties shall reasonably restrict the number of employees who have access to Confidential Information and shall take effective measures to prevent disclosure of Confidential Information.

- 12.2 The obligations under para. 12.1 of this Article of the Agreement do not apply to information that is publicly available or the disclosure of which is requested by court, the public prosecutor's office or the competent state or administrative authority in accordance with the law.
- 12.3 If a Party breaches an obligation according to para. 12.1 of this Article of the Agreement, it shall be obliged to pay the other Party a contractual penalty of 200,000 CZK (in words: two hundred thousand Czech crowns) for each instance of breach of the obligation. The contractual penalty is payable on the basis of a tax invoice issued within 15 (fifteen) calendar days of the entitled Party claiming the contractual penalty by means of a written invitation for payment of the contractual penalty delivered to the Party that has breached the obligation under paragraph 12.1 of this Article of the Agreement.
- 12.4 The Account Holder is aware that CS OTE suppliers also have access to information arising from the Agreement (including Confidential Information), and that these suppliers also treat such information as confidential. The Market Operator is responsible for ensuring that CS OTE suppliers comply with the provisions regarding the protection of Confidential Information set out in this article of the Agreement.
- 12.5 For the avoidance of doubt, it is hereby stated that the Market Operator is authorised to disclose Confidential Information to the competent authorities or public bodies, in particular the Ministry of the Environment, the person authorised to verify emissions reports pursuant to Czech Act No. 201/2012 Coll., on air protection, as amended, the State Energy Inspectorate, the Energy Regulatory Office of the Czech Republic, the Ministry of Industry and Trade, tax authorities, courts, the police and other administrative authorities and law enforcement bodies (including the competent foreign authorities).
- 12.6 The software used to operate CS OTE, including EVOZED and transactions, together with all deployed tools, know-how and pertinent intellectual property rights, is and shall remain the exclusive property of the Market Operator or its service and licence providers. Software code and documentation and, in general, all pertinent know-how must also be regarded as Confidential Information, even if they are not explicitly provided or designated as confidential. The Account Holder may use the services and access to CS OTE solely for the purposes of the activities under the Agreement and must not make copies or reproductions of, reverse engineer, decompile or otherwise modify any part of the software or related documentation.

Article 13

Data Usage Policy

- 13.1 Unless otherwise stipulated by law, the Agreement or the Contractual Documentation, the Market Operator is the sole owner of all data, indices, records, statistics, charts, reports, documents and other data and information generated or otherwise processed by the Market Operator and contained in CS OTE, as well as in other systems and databases of the Market

Operator that are not transmitted to CS OTE by Account Holders or other third parties (hereinafter as “**Data**”). This applies regardless of the form in which such Data is displayed or stored, and the Market Operator shall hold all copyrights and other intellectual property rights in respect of such Data.

- 13.2 The Account Holder is authorised to use the Data providing that all of the following conditions are met:
- a) the Account Holder shall duly identify the author/source of the Data, i.e. the Market Operator, when using the Data or information derived therefrom,
 - b) the Account Holder shall use the Data and the information derived therefrom in accordance with generally applicable law, the legal system of the Czech Republic, applicable European Union law and the legal system of the country in which the Account Holder is established, if this is different from the country in which the Market Operator is established, and
 - c) where the Data is used by the Account Holder for commercial purposes, with a view to generating profit or other financial gain for the Account Holder or another person, and/or where such Data is not protected under the Energy Act or the Act on Supported Energy Sources, the Market Operator is entitled, in justified cases, to adjust the terms and conditions governing the use of the Data. This provision shall in no way affect the mutual rights and obligations arising from previously concluded arrangements or other legal acts between the Market Operator and other parties concerning the terms of use of the Data.
- 13.3 The use of the Data shall in any way affect the Market Operator’s copyright or other rights in the Data, which remain the exclusive property of the Market Operator, unless otherwise provided by law, the Agreement and/or the Contractual Documentation.
- 13.4 The Account Holder is entitled to use the Data only for the duration of the contractual relationship with the Market Operator, under which the Account Holder is bound by the Agreement and/or the Contractual Documentation. The Account Holder is, however, entitled to use the Data even after termination of the contractual relationship with the Market Operator for the purposes of accounting, tax, regulatory or contractual settlement, provided that such Data relates to the period during which the contractual relationship with the Market Operator was in force. This authorisation remains valid for as long as required by law.
- 13.5 Unless otherwise stipulated in the Agreement and/or the Contractual Documentation:
- a) any use of the Data is at the Account Holder’s own risk. Unless expressly stated otherwise, the Data is not intended to prompt the Account Holder to take or refrain from taking any particular action, and
 - b) The Market Operator shall not be liable for any damage, non-pecuniary harm, loss, costs or expenses arising from the Account Holder’s use of and handling of the Data, caused, *inter alia*, by missing, incomplete, inaccurate and/or incorrect Data.

Article 14

Conditions for the Conclusion and Duration of the Agreement

- 14.1 By signing this Agreement, the Account Holder represents and confirms to the Market Operator that they are the operator of a charging station listed in the register of charging stations in accordance with Czech Act No. 311/2006 Coll., on fuels and fuel service stations and amending certain related acts of law (the Fuels Act), as amended, and/or that they are a supplier of gaseous fuels who is obliged to ensure a reduction in greenhouse gas emissions from fuels in

accordance with the Act on Supported Energy Sources, or a supplier of selected fuels who is obliged to ensure a reduction in greenhouse gas emissions from fuels in accordance with Act No. 201/2012 Coll., on air protection, as amended. Should the statement according to the previous sentence prove to be untrue, the Account Holder shall be liable for any loss or damage thus incurred by the Market Operator.

- 14.2 A key condition for the conclusion of the Agreement is the acceptance of the draft Agreement by the other Party without any reservations, amendments, deviations or qualifications. If the Account Holder fails to deliver the signed draft of the Agreement to the Market Operator within 30 days of the date on which it was sent to the Account Holder, the Market Operator shall not be obliged to conclude the Agreement in the originally proposed wording. A further condition for the Agreement to be concluded is that it must be effected in writing, with the signatures of the authorised representatives of the Parties appearing on a single document. The above conditions also apply to the conclusion of amendments to the Agreement.
- 14.3 The Agreement is concluded for an indefinite period and shall come into force on the day of signature by both Parties. The Agreement shall come into effect on 1 July 2026, but no earlier than the date on which the Decree on EVOZED enters into force, the subject matter of which are the legal rules governing EVOZED and pertinent rights and obligations of the Parties beyond the scope of the legal framework set out in the Act on Supported Energy Sources.
- 14.4 The Parties acknowledge that the Agreement is not subject to the obligation to publish it in the register of contracts within the meaning of Czech Act No. 340/2015 Coll., on special conditions for the entry into force of certain contracts, the publication of such contracts and the register of contracts (the Act on the Register of Contracts), as amended.
- 14.5 The Market Operator shall be entitled to withdraw from the Agreement in the following cases:
- a) the Account Holder's access to EVOZED has been restricted, blocked or revoked in any way in accordance with the Rules of Use of EVOZED,
 - b) the Account Holder is in breach of the Agreement and/or the Contractual Documentation and, despite a respective written notice from the Market Operator, the Account Holder fails to remedy this situation within the period specified in that notice, which shall be at least 5 business days from the date of the notice delivery,
 - c) the Account Holder is in delay with the payment of any monetary debt owed to the Market Operator and, despite a respective written notice from the Market Operator, the Account Holder fails to settle this monetary debt within the period specified in that notice, which shall be at least 5 business days from the date of the notice delivery,
 - d) the Account Holder loses any of the rights to use EVOZED under the Act on Supported Energy Sources,
 - e) the Market Operator loses any of the authorisations to provide services under the Agreement,
 - f) the Account Holder becomes subject to International Sanctions,
 - g) the Account Holder causes loss or damage to the Market Operator either wilfully or through gross negligence,
 - h) the Account Holder breaches the obligation to protect Confidential Information under the Agreement,
 - i) the Account Holder breaches the obligation to process personal data in accordance with the procedure and under the conditions set out in the Agreement,

- j) the Account Holder ceases to meet the conditions for the conclusion of the Agreement as laid down in para. 14.1 of this Article of the Agreement and/or other conditions for the conclusion of the Agreement pursuant to the Act on Supported Energy Sources or other legislation, and
 - k) for the reasons set out in the Agreement and/or the Contractual Documentation.
- 14.6 Either Party shall be entitled to withdraw from the Agreement in the event of:
- a) a final declaration of the other Party's insolvency,
 - b) a decision on liquidation of the other Party.
- 14.7 Either Party shall be entitled to terminate the Agreement in writing without giving any reason. The notice period is 1 month and begins on the first day of the calendar month immediately following the calendar month in which the written notice of termination was served on the other Party.
- 14.8 A withdrawal from or termination of the Agreement may only be effected in writing.
- 14.9 A withdrawal from the Agreement takes effect on the date of delivery of the written notice of withdrawal from the Agreement to the other Party (ex nunc).
- 14.10 In the event of any doubts as to whether a notice of withdrawal or termination sent via a postal service provider has been delivered, it shall be deemed to have been received on the third business day from dispatch; however, if it was sent to an address in another country, it shall be deemed to have been received on the fifteenth calendar day from dispatch.
- 14.11 The Agreement may also be terminated by mutual arrangement of the Parties. Any arrangement to terminate the Agreement must be in writing.
- 14.12 A termination of the Agreement shall not affect any right of either Party arising in connection with a breach of the Agreement by the other Party prior to the termination of the Agreement, nor shall it affect the rights and obligations of the Parties acquired during the term of the Agreement (e.g. the right to payment of a contractual penalty, compensation for damage, or late payment interest).
- 14.13 The conditions for termination of the Agreement are set out in the Agreement and/or the Contractual Documentation. The Parties exclude any provisions governing the termination of the Agreement other than those laid down in the Agreement and/or the Contractual Documentation.

Article 15

Final Provisions

- 15.1 This Agreement and all legal relations between the Parties based on, relating to or arising from it shall be governed by the laws of the Czech Republic, in particular the Civil Code, the Energy Act, the Act on Supported Energy Sources and the Decree on EVOZED. The language of negotiations is Czech.
- 15.2 On the day of termination of the Agreement, all rights and obligations of the Parties arising from the Agreement shall cease to exist, except those rights and obligations which, by their nature, are intended to continue.
- 15.3 The provisions relating to the protection of Confidential Information, processing of personal data, settlement of mutual claims and liabilities, compensation for damage, contractual penalties and resolution of disputes shall remain in force even after termination of the Agreement.

- 15.4 The Agreement may only be amended or supplemented in writing, by legal acts of the Parties expressly designated as amendments to the Agreement and bearing the signatures of persons authorised to act on behalf of the Parties on the same document; any amendment in any other form is excluded. The provision according to the previous sentence does not apply to Annexes 1 and 2 to the Agreement, which the Market Operator is entitled to amend or supplement unilaterally in accordance with the procedure laid out in the respective annexes pursuant to Article 3 para. 3.3 of the Agreement. If the Account Holder fails to deliver a signed draft amendment to the Market Operator within 30 days of the date on which it was sent to the Account Holder, the Market Operator shall not be obliged to conclude the amendment in the originally proposed wording.
- 15.5 Any rights and obligations not expressly defined in the main body of the Agreement shall be governed by the Rules of Use of EVOZED, which form Annex 1 to the Agreement, by the Terms and Conditions, which form Annex 2 to the Agreement, and by other annexes to the Agreement. Annexes 1 and 2 are accessible in electronic form via the OTE Website. By signing the Agreement, the Account Holder confirms that they received the Rules of Use of EVOZED and the Terms and Conditions, as well as the other annexes to the Agreement, in good time prior to signing the Agreement, has familiarised themselves in detail with their content and all their provisions, agrees to their wording, and undertakes to comply with them and to ensure compliance by persons authorised or otherwise empowered by them, or by the Account Holder's contractual partners, as the case may be. In the event that any provision in the text of the Agreement differs from or conflicts with the wording of the Rules of Use of EVOZED and/or the Terms and Conditions, the differing provision of the Agreement shall take precedence over the wording of the Rules of Use of EVOZED and/or the Terms and Conditions.
- 15.6 Both Parties fully accept as integral parts of the Agreement the following annexes:
 - a) Annex 1 - Rules of Use of EVOZED,
 - b) Annex 2 - Terms and Conditions, and
 - c) Annex 3 - Persons Authorised to Communicate.
- 15.7 If a provision of the Agreement is superseded by new legislation, the Parties undertake to replace the affected provision of the Agreement with a new provision arising from the new legislation, or shall agree on a provision that best approximates the purpose that the Parties had in mind when drafting the Agreement. The other provisions of the Agreement remain unchanged.
- 15.8 The Parties do not wish for any rights or obligations to be inferred, beyond the express provisions of the Agreement, from any past or future practice established between the Parties or from generally observed or sector-specific customs relating to the subject matter of the Agreement, unless otherwise expressly provided in the Agreement. In addition to the above, the Parties confirm that they are not aware of any commercial customs or practices that have been established between them to date.
- 15.9 Should any provision of the Agreement become invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of the other provisions of the Agreement, unless it follows from the Agreement that such provision cannot be separated from the rest of the Agreement or its annexes. In the event that any provision of the Agreement becomes invalid, ineffective or unenforceable, and that provision is severable from the rest of the Agreement, the Parties undertake to replace such provision without undue delay with a new provision having the same or a similar purpose.
- 15.10 If a Party refrains, on a particular occasion or repeatedly, from demanding performance under

the Agreement, this shall in no way affect its rights to enforce such performance. A failure by either Party to exercise any right, power or remedy under the Agreement, or any delay in exercising such rights, powers or remedies, shall not be construed as a waiver of such rights, powers or remedies. If a Party waives a breach of any provision of the Agreement, this shall not be construed as a waiver by that Party of any subsequent breaches of those provisions, nor of any breaches of other provisions of the Agreement. The principles under this provision shall also not be regarded as established practice or commercial custom.

- 15.11 The Parties expressly exclude the application to the Agreement of the following provisions of the Civil Code: Section 557, Section 1726 second sentence, Section 1757(2), Sections 1764 to 1766, Sections 1793 to 1795, Section 1796, Sections 1799 and 1800, Sections 2004 and 2005(1), and Section 2050. Unless otherwise provided in the Agreement, a response by either Party to a proposal (offer) from the other Party that contains an addition, reservation, qualification, amendment or deviation shall not constitute an acceptance of such offer within the meaning of Section 1740(3) of the Civil Code, even if it does not substantially alter the terms of the offer or the Agreement.
- 15.12 The Parties undertake to process personal data in accordance with the provisions of Czech Act No. 110/2019 Coll., on the processing of personal data, as amended, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter as “**GDPR**”), and the relevant implementing regulations. The Market Operator processes personal data provided by the Account Holder or its subcontractors in accordance with the applicable law for the purpose of fulfilling the rights and obligations arising from the Agreement or in connection with the Agreement and also for the purpose of fulfilling its obligations under Act No. 458/2000 Coll., on the conditions for doing business and the exercise of state administration in the energy sectors and amending certain acts of law (the Energy Act), as amended, Act No. 165/2012 Coll., on supported energy sources and amending certain acts of law, as currently in force, and pertinent legislation in force. The Party transferring personal data within the meaning of Article 4(1) of the GDPR (hereinafter as “**Personal Data**”) shall ensure that all conditions necessary for the transfer of Personal Data to data subjects are met in accordance with the GDPR; in particular, it shall inform data subjects that specific Personal Data has been transferred to the receiving Party for the purpose of performing the Agreement. Where the receiving Party is the Market Operator, the Account Holder shall inform data subjects also of the conditions for the processing of Personal Data, which are published on the Market Operator’s website at <https://www.ote-cr.cz/cs/o-spolecnosti/ochrana-osobnich-udaju>.
- 15.13 This Agreement is drawn up in 2 counterparts, one for each Party.
- 15.14 The Parties declare that they have familiarised themselves in detail with the contents of the Agreement, that they understand its contents, and that they are not aware of any hindrances, third-party claims or other legal defects that would prevent its conclusion or render it invalid. In witness whereof, the authorised representatives of the Parties have affixed their signatures hereto.

For OTE, a.s.:

For [...]:

In Prague, on [...]

In [...], on [...]

.....
[...]
[...]

.....
[...]
[...]

.....
[...]
[...]

.....
[...]
[...]



Annex 3: Persons Authorised to Communicate

On behalf of OTE, a.s.:

Name	Surname	Scope (area) of communication	Telephone	Email	Mobile phone
Martina	Gabriel	Operational	+420 234 686 283	mgabriel@ote-cr.cz	
Zuzana	Stašková	Contractual	+420 234 686 371	zstaskova@ote-cr.cz	

On behalf of the Account Holder:

Name	Surname	Scope (area) of communication	Telephone	Email	Mobile phone	Authorised Person for CS OTE	Access to CS OTE
						☐	☐
						☐	☐
						☐	☐
						☐	☐
						☐	☐

The Authorised Person is authorised to manage the user accounts of all members of the company concerned in CS OTE, i.e. registering new CS OTE users, managing the access rights of CS OTE users and managing certificates.