



General Terms and Conditions of Business for Contractors

effective from 28.6.2023

I. General Provisions

1. These General Terms and Conditions of Business (hereinafter referred to as the "GTC") regulate the contractual relationship between Domat Control System s.r.o., business ID number: 27189465, registered office: U Panasoniku 376, Staré Čívice, 530 06 Pardubice, as the client (hereinafter referred to as the "Client") and a third party, a natural person or legal entity, as the Contractor (hereinafter referred to as the "Contractor") arising from a contract for work concluded between the parties pursuant to Section 2586 et seq. of Act No. 89/2012, the Civil Code, as amended. (The Contractor and the Client are hereinafter referred to in the GTC as the "Parties").
2. A contract for work in accordance with Article I(1) of the GTC shall arise either (i) on the basis of a written contract concluded between the Contractor and the Client, or (ii) on the basis of an order of the Client that the Contractor expressly confirms in writing or electronically (by a data message sent to the relevant data box or with a recognised electronic signature), or (iii) upon commencement of Work by the Contractor or commencement of the provision of the Performance specified in the order or written contract proposal sent by the Client to the Contractor (hereinafter referred to as the "Contract" or "Order").
3. The Contractor undertakes to make a statement on an Order issued by the Client within 3 working days of receipt. In a

statement, the Contractor will either explicitly confirm the Order in writing or electronically or reject it, specifying the reasons the Order cannot be accepted. A draft Contract cannot be accepted with a rider or deviation. A scan of a signed document is also considered to be the written form of an act in law.

4. All provisions set out in these GTC are binding on the Client and the Contractor, unless otherwise expressly agreed and bilaterally confirmed by the Parties in writing in the Contract (Order).
5. These GTC, the documents referred to in the Contract or the GTC and any annexes to the Contract are an integral part of the Contract. The Contract also includes the CSN and CSN EN standards, if any, explicitly mentioned in the Contract, as well as other documents and information provided by the Client to the Contractor in connection with Performance. The Contractor is obliged to familiarise him/her/itself with all information, data and other documents that are part of the Contract and related to Performance. Should any information, data or values provided to the Contractor be insufficient, incomplete or inaccurate to the extent that it may affect the proper performance of the subject matter of the Contract, it shall be the Contractor's responsibility to clarify and arrange the missing information and data.

II. Subject of Performance

1. The Contractor is fully aware, within the framework of the contractual relationship arising under the Contract (Order), that the Client is a provider of comprehensive services in the field of measurement and control (hereinafter referred to as "MaC") within the framework of engagements for third parties (hereinafter referred to as the "Customer"), whereby for the execution of these MaC



engagements of the Client the Contractor (as a subcontractor) undertakes to supply the Client, in particular, but not exclusively, with the following services and performance: (i) preparation and modification of project documentation, (ii) deliveries of equipment and/or installation material, (iii) installation work including related activities, in particular construction management and representation of the Client at the site of the work regarding the Client's Customer, (iv) development and recovery of application software, (v) maintenance services (hereinafter referred to as the "Work" or "Performance")

2. The Contractor undertakes to perform for the Client supplies and services related to the field of MaC - Work or Performance, for the entire duration of the agreement in the Contract (Order).

III. Basic Duties of the Parties

1. The Contractor undertakes to execute the Performance under the Contract (Order) in the best quality, in accordance with all applicable Czech standards and legal regulations, including technical standards, as amended, and related regulations. The Client is entitled to give the Contractor instructions regarding the manner of Performance.
2. The Contractor shall ensure that the Work is carried out by persons with the necessary professional competences and qualifications corresponding to the relevant regulations for execution of the Work, including proof of the relevant authorisations for this activity. The material used for the execution of Performance under the Contract (Order) shall be suitable for the Performance.
3. The Client shall hand the necessary source documents over to the Contractor and provide the Contractor with the necessary cooperation before commencing the Work. In the event that

the Contractor refuses to accept the source documents as incomplete or the required cooperation is insufficient, he/she/it is obliged to inform the Client's authorised representative of the reasons in writing no later than on the first working day following the day on which this fact occurred.

4. The Contractor shall comply with all statutory, sub-statutory and contractual duties in the execution of the Work. The Contractor shall be liable for any damages incurred during the execution of the Work.
5. In the execution of the Work, the Contractor shall be obliged and responsible for compliance with legal regulations governing the protection of the environment. In this area of protection, the Contractor undertakes to comply with all legal regulations relating to waste management and environmental prevention, including compliance by all persons present with the Contractor's knowledge at the place of Performance. Disposal of waste related to the Contractor's activities, as well as waste from materials handed over for processing of the Work/provision of Performance by the Client or third parties shall be disposed of by the Contractor at his/her/its own expense in accordance with legal regulations. At the same time, the Contractor undertakes to comply with the measures set out in the Client's internal regulations for the environmental management system in accordance with CSN EN ISO 14 001.
6. The Contractor shall protect all the Client's and Customer's interests against loss, damage and expense to the fullest extent possible.
7. The Contractor is fully aware that the Client is the entity responsible to the Customer for the realisation of the engagement and may be subject to significant penalties in the event of



unjustified failure to meet the scope, quality and deadline for the execution of the Work. For this reason, the Contractor undertakes to cooperate to the maximum extent possible with the Client in the execution of the Work in order to meet the scope, quality and deadline for the execution of the engagement for the Customer. In the event that the Contractor does not provide such maximum possible cooperation for compliance with the scope, quality and deadline for the execution of the engagement for the Customer as a part of the execution of the Work, the Parties expressly agree that the Client is fully entitled to carry out the Work for compliance with the scope, quality and deadline for the execution of the engagement for the Customer itself or through third parties at its own expense. These costs will be subsequently deducted from the price of Performance of the specific Order or the total price of the specific Order will be reduced by the Client by these costs for work not done. In the event of the Contractor's failure to provide such maximum possible cooperation to meet the scope, quality and deadline for the execution of the engagement, the Parties agree that the total price in accordance with the order, reduced by the cost of the work not done, will be reduced by 15%.

8. In accordance with Section 1764 et seq. of the Civil Code, the Contractor accepts the risk of a change of circumstances.

IV. Price of Performance, Payment and Invoicing Terms

1. The prices for Performance are governed by the Contract (Order) and also by the rules set out in these GTC. The prices for Performance are always quoted in CZK and excluding value added tax (VAT).
2. Settlement will be based on invoices - tax documents, which will be issued within 15 days

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of full execution and acceptance of Performance by the Client (the date of taxable supplies). A tax document will always be accompanied by the relevant invoicing document, i.e. delivery note, service report, report on work performed, etc.

3. A Contractor's invoice will be rejected by the Client as being unjustifiably issued if (i) the Contractor's invoice does not include the Client's confirmation that the Work has been completed by the deadline set out in the Contract (Order), (ii) the account specified on the Contractor's invoice does not match the account number published in the register of the relevant tax administrator for the specific Contractor, (iii) it does not contain the details required by these GTC and legal regulations, in particular Act No. 235/2004 Coll., on value added tax, as amended.
4. Payments for Performance shall be made only in cashless form to the Contractor's bank account specified in the Contract (Order). In the event that the Contractor is a taxpayer within the meaning of Act No. 235/2004 Coll., on value added tax, as amended (hereinafter referred to as a "Taxpayer in the Czech Republic"), such bank account must be a bank account maintained with a domestic payment service provider and published in a manner allowing remote access pursuant to Section 96(2) of Act No. 235/2004 Coll., on value added tax, as amended (hereinafter referred to as the "VAT Act"). A change to the bank account can only be made by a written amendment to the Contract or a written notice delivered to the Client, together with the relevant invoice at the latest. Such communication must be signed by the persons authorised to sign the Contract for the Contractor. In the case of a Contractor who is a Taxpayer in the Czech Republic, the change to the bank account must comply with the

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above, i.e. it must be a bank account maintained with a domestic payment service provider and the account must be published in a manner allowing remote access. Payments shall be made within 30 days starting on the day following the day after the Contractor's invoice is demonstrably received at the Client's address. The Client shall not be in default of payment of an invoice if the amount is debited to the Client's account in favour of the Contractor's account no later than on the last day of its due date. An invoice must be sent separately, otherwise the Client is not responsible for any delay in payment.

5. In the event that the Contractor is a Taxpayer in the Czech Republic and in accordance with Section 109 of the VAT Act it can be reasonably assumed that the Client, as the recipient of performance, may find itself in the position of a guarantor for unpaid tax on such performance, the Client is expressly entitled to pay the value added tax for the Contractor directly to the Contractor's tax administrator for the purpose of a special method of securing tax in accordance with Section 109a of the VAT Act. The Client shall inform the Contractor in writing of such payment. The tax paid in this way reduces the Contractor's receivable from the Client by the relevant amount of tax and the Contractor is not entitled to demand payment of this amount from the Client.
6. The Parties agree that any receivables under of the Contract (Order) may be assigned only with the other Party's prior written consent. In the event the Contractor is a Taxpayer in the Czech Republic, consent to the assignment of a receivable must include an agreement of the Parties on the method of payment of value added tax on the performance to which the assigned receivable is linked, so that the tax is paid in full and the beneficiary of the taxable

supplies is not exposed to the risk of liability within the meaning of Section 109 of the VAT Act. If no such agreement is reached, consent to the assignment of a receivable may be withheld.

V. Place of Performance

1. The place of Performance will be specified in the Contract (Order), where the place of Performance means the area designated for the execution of Performance.
2. Before commencement of Performance, the Client shall allow the Contractor to inspect the site of Performance at the Contractor's request and shall provide the Contractor with assistance to determine the conditions for Performance.
3. The place of Performance shall be handed over and accepted between the Client and the Contractor on the basis of a handover record signed by both Parties. The Contractor shall, when handing over the place of Performance, check for obstacles or defects that prevent the commencement of Work. The boundaries of the place of Performance defined by the Client are binding on the Contractor and the Contractor is obliged to ensure that they are properly marked.
4. The Contractor is obliged to maintain order and cleanliness at an accepted place of Performance, to remove all waste (including collection, sorting and keeping the prescribed records) and dirt arising in connection with the execution of the Work at his/her/its own expense. These activities are included in the price of the Work/Performance.

VI. Occupational Health and Safety Protection

1. The Contractor undertakes to comply with and is directly responsible for compliance with the laws (in particular Act No. 262/2006 Coll., the Labour Code, as amended, and Act No.



133/1985 Coll., on fire protection, as amended) and other regulations governing occupational health and safety, fire prevention, environmental protection and protection of property and persons by all persons present with the Contractor's knowledge at the Contractor's place of Performance. The Client shall not be liable for any injury or damage to such persons or for any other damage.

2. The Contractor shall be responsible for the health and safety of all persons present at the place of Performance with his/her/its knowledge, including those outside the place of Performance within the range of the possible effect of the Contractor's operational activities.
3. The Contractor is obliged to allow the Client, or its authorised representatives, to carry out inspections at the relevant workplace (at the place of Performance) in order to verify compliance with the Contractor's statutory and contractual duties, especially in terms of compliance with the principles of occupational health and safety, fire protection, waste management, etc.
4. The Contractor undertakes to report to the Client without undue delay any accident or work injury to his/her/its employees, fires, accidents with negative impact on the environment and any other accidents, facts and states of a similar nature.
5. The Contractor shall ensure, with regard to occupational health and safety, the coordination of the activities of all his/her/its employees and other persons involved in the execution of Performance. In addition, the Contractor undertakes to keep and maintain records to the extent required by legal regulations relating in any way to his/her/its employees or persons who will perform the Contractor's duties under the Contract (Order) on the Contractor's behalf and account in the

execution of Performance. Prior to commencement of the activities and following each change, the Contractor shall provide the Client with a list of names of all the Contractor's employees involved in Performance. The Contractor shall be directly responsible for the health and specialist and work fitness of his/her/its workers. He/she/it shall also transfer this duty to any subcontractors he/she/it may have.

6. The Contractor is obliged to submit to the Client, upon request, documents on inspections and worthiness of the machines and equipment used by the Contractor during the execution of the Work within 2 days.
7. The Contractor is obliged to familiarise him/her/itself with the risks and rules of occupational health and safety at the place of Performance before starting Work. The result shall be notified in writing by e-mail to the Client at realizace@domat.cz, or the person authorised by the Client to execute the entire engagement shall be informed in writing. If the Contractor does not hand over the risks and rules of occupational health and safety to the Client, the Client shall assume that they are not present at the place of construction and execution of the Contractor's work.
8. The Contractor also undertakes to ensure compliance with and fulfilment of other duties set out in legal and other regulations in the area of occupational health and safety, fire protection, environmental protection and protection of property and persons, as well as for compliance with the orders and prohibitions arising therefrom. Any detected breach of these duties must be recorded in writing in a separate record, usually in the Construction Diary or relevant records.



VII. Conditions for Execution of Work

1. Unless otherwise specified, the Contractor shall perform the Work in accordance with the requirements, conditions, parameters, specifications, applicable CSN standards and other documents and information contained in the relevant Contract (Order).
2. The Contractor shall fulfil his/her/its duty to perform the Work by proper completion and handover to the Client. A record of the handover and acceptance of the Work will be drawn up between the Parties and any minor defects and outstanding works that do not prevent acceptance will be listed, with a reasonable period of time for their correction.
3. In cases where the execution of the Work also includes the handover of related documentation (e.g. assurances about a declaration of conformity, warranty certificates, assembly diary, inspection diary, technical documentation, etc., hereinafter referred to as the "Performance Documentation"), the Contractor is obliged to deliver to the Client the complete Performance Documentation together with the Performance. Otherwise, the Performance shall be deemed defective and the Client shall not be obliged to accept the Work and pay its price or other performance under the relevant Contract (Order).
4. All activities and deliveries beyond the scope of the Performance defined by the relevant Contract (Order) shall be provided by the Contractor only after written agreement with the Client.
5. The Client declares that all products and materials supplied within the scope of the Performance of the Contract (Order) meet all the requirements set forth in Act No. 22/1997 Coll., on technical requirements for products, as amended, and related regulations. If the

Client expects to use materials and products other than original ones for the execution of Performance, the Client's prior written consent must always be obtained.

6. The Contractor declares in all cases that the material used in the execution of Performance will not contain substances hazardous to health.
7. The execution of Performance shall also include the execution of all works and services, dismantling, assembly, performance of appropriate tests, commissioning and completion of the Work. The Contractor is obliged to keep inspection ledgers and test reports for equipment, to perform supervision and is responsible for obtaining and delivering the necessary inspection reports, records, public and other permits, confirmations, attestations, approvals and certificates necessary for the execution of Performance in the scope and under the conditions required by the relevant Contract (Order).
8. The Contractor shall ensure that the Work is carried out by employees/workers with the necessary professional competence and qualifications corresponding to the relevant regulations for the execution of Performance. The Contractor shall perform all services and ensure supplies of all materials that are not expressly mentioned in the relevant Contract (Order) but which, in view of the nature and scope of Performance under the Contract (Order), may be considered necessary for the proper functioning of the Performance.
9. The Contractor is obliged to familiarise him/her/itself with all information, data and other documents that are part of the Contract (Order) or were provided by the Client to the Contractor in connection with it. Should any documents, information, data or values supplied by the Client be insufficient or



incomplete to enable Performance, it shall be the Contractor's duty to clarify and/or procure the missing information and data.

10. The Contractor undertakes to comply with the Client's internal regulations with which he/she/it was familiarised and to ensure compliance with these regulations by all his/her/its employees, subcontractors and other persons who perform activities or provide supplies for him/her/it within the framework of the execution of the Work under the Contract (Order).
11. The Contractor is obliged to keep the Construction Diary from the date of takeover of the place of Performance, on the Client's behalf as the person authorised by the Client in technical matters during the execution of the Work. The Contractor is obliged to keep the Construction Diary at least to the extent specified by Act No. 183/2006 Coll., as amended, and Implementing Decree No. 499/2006 Coll., on documentation for construction work, and its Annex No. 16, which sets out the requisites and method of keeping a construction diary. The Construction Diary must be prefaced with the identification details for the Contractor and the Client. The Construction Diary shall record all facts decisive for the Performance of the Contract (Order), in particular data on the decisive time progress of the works, quality, deviations of the works from the project documentation, as well as data necessary for the assessment of the works by state administration authorities and records on the participation of subcontractors in the execution of Performance. During the execution of the Work, the Construction Diary will be permanently accessible. The duty to keep the Construction Diary ends with the proper handover and acceptance of the Performance by the Client or the Customer, as

the case may be, without defects and outstanding work. If a subcontractor of the Contractor is authorised to make entries in the Construction Diary, the Contractor is obliged to submit to the Client, together with an invoice, a written declaration that the entries in the diary were made on site in a proper and timely manner, in accordance with the conditions set out in legal regulations, the Contract and these GTC.

12. The Contractor shall be wholly responsible for the manner in which the Work is carried out under the relevant Contract (Order) and for employees and subcontractors executing Performance as instructed by and on behalf of the Contractor during working hours or at times otherwise specified or agreed with the Contractor, at a location designated by the Contractor in accordance with the place of Performance under the relevant Contract (Order), at the Contractor's expense and at the Contractor's responsibility. The Client has no contractual relationship with the Contractor's employees.
13. In the event that the Contractor uses foreign nationals to execute the Performance, the Contractor shall notify the Client of this fact without undue delay. In the event that the Client incurs any costs in connection with the employment of foreign nationals (in particular in the event of fines imposed by the financial authority, the labour office or any other governmental authority), the Contractor is obliged to reimburse the Client for such costs in full.

VIII. Warranty for Work

1. The Contractor shall provide a minimum warranty of 24 months for the Performance, starting from the date of handover of Performance to the Client.



2. The Contractor shall be liable for defects in the Performance throughout the warranty term and regardless of when such defects occurred. The Client is entitled to notify the Contractor of such defects at any time during the warranty term. The warranty term for the whole of Performance starts from the date of signature of the record of acceptance for the whole of Performance or its last part.
3. Notification of the exercise of a right under liability for defects or the warranty must be made by the Client no later than on the last day of the warranty term.
4. The Contractor shall commence the correction of defects notified by the Client without undue delay, but no later than within two (2) working days of the date on which a defect in Performance is notified to him/her/it, unless the Parties agree on a different date. Any defects in Performance subject to the warranty shall be remedied by the Contractor within ten (10) working days of their written notification to the Contractor, unless the Parties agree otherwise in writing. A record of such agreement shall be made and signed by both Parties' authorised representatives.
5. If the Contractor does not start to correct defects by the agreed date and/or does not correct a defect by an agreed deadline, the Client is entitled to correct the defect itself or through another person/entity at the Contractor's expense without further notice. In this case, the Client is obliged to duly document the costs incurred according to the previous sentence and to obtain documentation from which the defects in the Work are evident. The Contractor undertakes to subsequently reimburse the Client for the actual costs incurred in full to correct defects in the Work, including any non-pecuniary damage (e.g. damage to the Client's good name and

reputation), within fourteen (14) days of being requested to do so by the Client.

IX. Ownership Right, Risk of Damage

1. The ownership right to any deliveries of materials, equipment and tangible results of activities on the Work shall pass from the Contractor to the Client upon the earlier of delivery of materials, equipment and other supplies to the place of Performance, execution, provision or handover of services or payment for them by the Client. The Contractor shall be responsible for ensuring that all such deliveries are not encumbered by the rights of other persons/entities. The transfer of an ownership right does not affect the Contractor's obligation to take proper care of such items.
2. Notwithstanding the aforementioned transfer of ownership, until the date of handover and acceptance of the Work the responsibility for the protection of the items referred to in the preceding clause of the GTC, as well as the risk of their loss or damage, remains with the Contractor.
3. The risk of damage, accidental loss and destruction of the Work and all items and equipment taken over in connection therewith shall pass to the Contractor on the date of handover and acceptance of the Work. The Contractor also bears the risk of damage to the Work, or the relevant equipment or other part of the Work, also during the period when it has been handed over to him/her/it for the correction of defects until the Work is handed back to the Client.
4. The Contractor shall be liable for damage to Performance or any part thereof until the date of final handover and acceptance of Performance by the Client and, at his/her/its own expense, shall be obliged to correct or compensate for any damage to Performance or

any part thereof for any reason whatsoever within such term.

X. Contractual Penalties, Damages

1. In the event that the Contractor is late complying with his/her/its duty to hand over Performance under the Contract (Order), he/she/it is obliged to pay the Client a contractual penalty of 0.05% of the price of the Performance or parts thereof the delivery of which is late for each day of delay. This is without prejudice to the Client's right to statutory penalty interest, damages and other claims under the Contract (Order).
2. The payment of a contractual penalty by the Contractor shall in no way affect the right to compensation for damages caused by the Contractor to the Client, in its full amount.
3. The Client undertakes to pay the Contractor penalty interest on overdue invoices in the amount specified by generally binding legal regulations.
4. As part of compensation for damages incurred by the Client as a result of the failure to meet the agreed deadline for Performance for the Customer (Client's Customer), the Client shall have the right to charge and claim damages and lost profit and costs for the preparation of work not performed from the Contractor, if the Contractor failed to perform the Work in full and on time in accordance with the Contract (Order). In addition to a contractual penalty, the Client is entitled to charge and claim any damages caused by the Contractor's breach of duty.
5. The Contractor shall be liable for damages caused to the Client or a third party by him/her/it or persons he/she/it used for Performance under the Contract (Order). This liability also applies to damage caused to the environment as a result of the Contractor's activities or the use of an unsuitable product.

The Contractor shall also be liable and responsible for all damages caused by theft or damage and any other damages caused to the Client or a third party by the Contractor's negligence at the place of Performance. The Contractor undertakes to reimburse the Client or other injured party in full for such damages or to correct them by restoring them to their original condition by the date of acceptance of Performance by the Client. The injured party has the right to choose the method of compensation.

6. With regard to the preceding paragraph, the Contractor acknowledges that he/she/it is individually liable for damage caused by him/her/it in the execution of the Work or the provision of Performance to the Client, the Customer or third parties. If any damage caused by the Contractor to a third party is claimed as compensation from the Client (even if in the form of a simple demand), the Contractor shall be obliged to release the Client from such claim (debt) without delay upon receipt of the Client's demand. If the Contractor does not release the Client from the claim (debt) within 3 days of receipt of the notice, the Contractor shall be obliged to pay the Client a contractual penalty of 0.05% of the price of the Performance/Work for each day of delay. The payment of a contractual penalty shall in no way affect the Client's right to claim compensation for related damages. Likewise (subject to the same conditions), the Contractor is obliged to release the Client from any payment or penalty resulting from a breach of statutory or sub-statutory duties on the Contractor's part.
7. The Contractor undertakes to arrange and maintain in force throughout the term of the Contract liability insurance for damage caused, at least for the amount of CZK 5,000,000, unless



the Contract or Order stipulates a higher amount of insurance coverage. The Contractor is obliged to produce a current insurance policy without delay upon the Client's request. If he/she/it fails to produce insurance corresponding to the Contract within 3 days of receipt of the notice, he/she/it is obliged to pay the Client a contractual penalty of 0.05% of the price of the Performance/Work for each day of delay.

XI. Withdrawal from Contract (Order)

1. The Client shall be entitled to withdraw from the Contract (Order) if the Contractor fails to perform his/her/its duties under the Contract (Order), has been notified in writing of such failure and subsequently fails to correct the failure within fourteen (14) days of the date of delivery of a written qualified notice, where such failure is not caused by circumstances excluding liability or by the Client's failure to perform its duties or provide cooperation. In the event of withdrawal from the Contract (Order), the Contractor is entitled to invoice the Client in the form of a tax document for the necessary expenses demonstrably incurred in connection with the performance of the Contract (Order).
2. Withdrawal from the Contract (Order) must be in writing and demonstrably delivered.
3. In the event of withdrawal from the Contract (Order), all rights and duties of the Parties to the Contract (Order) shall cease. Withdrawal from the Contract (Order) does not in any way affect existing claims for damages, contractual penalties and penalty interest that have arisen due to a breach of duties under the Contract (Order). Furthermore, withdrawal from the Contract (Order) shall not affect the arrangements concerning the choice of law, dispute resolution between the Parties and arrangements which, according to the Parties'

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will or due to their nature, are to continue after the termination of the Contract (Order).

4. In the event of withdrawal from the Contract (Order), the Client is entitled to invoice the Contractor in the form of a tax document for damages and lost profits incurred in connection with the withdrawal from the Contract (Order).

XII. Principles of Ethical Conduct in Contractual Relationship

1. The Contractor undertakes to comply with ethical principles, laws, rules and methods of conduct that fully comply with the ČEZ Group Code of Ethics and its policy of compliance with legal and ethical principles in business. The Contractor has read the Commitment to Ethical Conduct, which is available on the website www.cez.cz in the section for contractors. The Contractor shall comply with the Commitment to Ethical Conduct in the performance of the Contract (Order) and any other contracts, including in relations with third parties.
2. Notwithstanding the above:
 - (i) the Contractor's employees are not required to individually sign an agreement to comply with the Commitment to Ethical Conduct, but the Contractor hereby undertakes to ensure that his/her/its employees comply with the Commitment to Ethical Conduct;
 - (ii) the Contractor is not obliged to comply with the requirements of the Commitment to Ethical Conduct if compliance would result in a breach of the Contractor's duty of confidentiality to third parties;
 - (iii) the Commitment to Ethical Conduct shall not prevent the Contractor from asserting his/her/its rights under the Contract (Order) or any other agreement;

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- (iv) the Contractor shall keep records of his/her/its performance for the Client in the customary manner with the Contractor;
- (v) the Contractor will make reasonable efforts to comply with reasonable requests from ČEZ Group's auditors for access to records relating to the Contractor's performance for the Client, but will not be forced to violate his/her/its standard procedures for access to records; nor will the Contractor provide the Client or its auditors with physical access to his/her/its records or his/her/its network;
- (vi) the provisions of the Commitment to Ethical Conduct concerning Intellectual Property, internal and confidential information, in particular the return of confidential or internal documents, shall not apply to the extent that a different procedure is agreed in the Contract (Order) or other contract in specific points;
- (vii) no provision of the Commitment to Ethical Conduct shall prevent the Contractor from working for the Client in compliance with the Contractor's internal rules on conflict of interest and in compliance with the Contractor's contractual obligations to the Client and the ČEZ Group;
- (viii) the duty to comply with anti-money laundering legislation shall apply to the Contractor to the extent of such legislation to which the Contractor is subject.

3. In the event of non-performance or a gross breach of the Commitment to Ethical Conduct, the Client is entitled to withdraw from the Contract or from any other contract, with withdrawal being the sole remedy for such breach.

4. The Contractor undertakes and declares that:

- (i) he/she/it performs his/her/its obligations to the government in a full and timely manner, in particular he/she/it pays value added tax in full

and on time and submits value added tax returns in a full, timely and conclusive manner;

- (ii) he/she/it is not in an economic situation that would jeopardise his/her/its ability to meet his/her/its commercial and/or governmental obligations, including tax obligations, in a full and timely manner; nor is he/she/it in danger of losing the ability to meet his/her/its commercial and/or governmental obligations, including tax obligations, in view of his/her/its economic, financial and commercial situation;
- (iii) no insolvency proceedings have been initiated against him/her/it and no such proceedings are imminent, as he/she/it is not in a situation that could be qualified under legal regulations as bankruptcy and no such situation is imminent;
- (iv) he/she/it has never been involved and there is no risk of him/her/it ever being involved in the future in the understatement of tax liabilities or even him/her/itself understating tax liabilities, i.e., acting in contravention of legal regulations, and further he/she/it has never been involved in the extraction of a tax benefit, nor will he/she/it ever act in a manner that could qualify as the extraction of a tax benefit at any time in the future, etc.;
- (v) he/she/it ensures that all representations and warranties made by him/her/it to the Client are valid and effective, true and complete, throughout the duration of the relevant contractual relationship;
- (vi) upon request, the Contractor shall provide the Client with a certificate from the tax administrator stating that he/she/it has no overdue tax liabilities;
- (vii) the Contractor shall promptly, and no later than three (3) working days from the date on which he/she/it becomes aware and/or could,



with due diligence, become aware, inform the Client in writing and in a demonstrable manner that there has been a change to the statements defined in clauses (i) - (vi), including the exact definition of the change;

(viii) the Contractor acknowledges that if, in the course of the execution of the Performance, such change occurs in the Contractor that is notified and/or a change occurs that is not notified but the Client is able to prove that such a change has occurred, etc., it shall be a material breach of the Contract (Order) and the Client shall be entitled to withdraw from the Contract (Order) as a whole or only from partial performance, as the case may be) and/or to suspend the acceptance of deliveries from the Contractor until the situation is corrected.

XIII. Personal Data Protection

1. All personal data is collected by the Client fully in accordance with the rules set out in the GDPR - Regulation EU 2016/679 of the European Parliament and of the Council - and Act No. 110/2019 Coll. on personal data processing. Rules on the handling of personal data by the Client are located at: www.domat-int.com/o-nas/gdpr.

XIV. Confidentiality, Protection of Non-public Information and Cyber Security

1. The Parties mutually undertake to protect and keep secret from third parties facts that are trade secrets and other information of a commercial, manufacturing or technical nature, unless they are generally available in the business community or are not generally known, if they have been so designated by one of the Parties.

2. For purposes of this document, trade secrets shall mean any information and facts of a technical, operational, manufacturing or commercial nature, regardless of their

potential proprietary or non-proprietary value, whether taken alone or together with other information or facts in the aggregate.

3. The Parties are obliged to protect from disclosure non-public information which comes to their knowledge in the course of their business dealings, in whatever form, whether in writing, orally, by observation or otherwise.
4. The Parties undertake to keep non-public information confidential and not to disseminate or reproduce it and not to disclose it to any third party. In addition, the Parties undertake to secure the other Party's tangible media containing non-public information, at least to the standard and quality of protection afforded to their own non-public information.
5. The Parties further agree not to use non-public information without the other Party's prior written consent contrary to its purpose or the purpose of its disclosure for his/her/its own use or for the benefit of third parties for the duration of the Contract (Order) and for as long as the information retains its value to the disclosing Party, but in any event for at least five years after the termination of the Contract (Order).
6. In the event that the Contractor needs a third party to provide some of his/her/its activities, he/she/it may only pass on non-public information to such third party with the Client's prior written consent, and only on condition that such third party contractually commits to the Contractor to protect the non-public information passed on at least to the extent specified in these Terms and Conditions of Business.
7. Without the other Party's consent, a Party shall be entitled to disclose non-public information requested by governmental authorities, bodies and institutions to the extent necessary.



8. If the Contractor is an obliged person/entity pursuant to Section 2(1) of Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publication of such contracts and the Register of Contracts (Act on Register of Contracts), as amended, and if no exception to the duty to publish pursuant to Section 3 of the Act on the Register of Contracts applies to the Contract (Order), the Client shall publish the Contract (Order) in the Register of Contracts after anonymising non-public information and other data not subject to publication in the Register of Contracts. In such case, the Contract (Order) shall become effective no earlier than upon publication in the Register of Contracts. The Contractor shall receive confirmation of publication in the Register of Contracts from the Register of Contracts information system sent to his/her/its data box, if established.
9. The above duties do not apply to information that:
 - (i) is or has become public knowledge through no fault of the receiving Party;
 - (ii) is already in the possession of the receiving Party prior to receipt from the other Party;
 - (iii) the receiving Party has lawfully received from a third party;
 - (iv) the receiving Party has independently obtained from the other Party and is able to substantiate it with his/her/its records.
10. The provision of non-public information does not confer any right to a license, trademark, patent, right of use of a copyrighted work, or any other intellectual or industrial property right.
11. Non-public information shall remain the property of the providing Party and shall be returned by the receiving Party to the providing Party no later than three working days after receipt of a written request from the providing Party or if the information or data provided is no longer needed by the receiving Party.
12. The Contractor undertakes to implement and comply with such cyber and information security rules to eliminate any risk of compromising the integrity and security of the information networks, software (applications), hardware, data and information of the Client and Customer.
13. The Contractor undertakes to implement a cyber and information security methodology in relation to employees and any subcontractors, including at least the following issues: secure information handling, secure use of e-mail, creating secure passwords, threat recognition, fraudulent message indication, secure web use, device locking, portable data repository security, remote data repository security, use of mobile phones and wi-fi networks and clean desk policy.
14. If the Contractor is provided with any access data to the Client's or Customer's devices, information, networks, equipment or properties, the Contractor undertakes to ensure that such access data (or means of access) are used only for the purposes defined in the Contract, are non-transferably assigned only to persons approved by the Client and that the use of the access data (or means) by specific persons can be checked retrospectively.
15. The Contractor is obliged to immediately report to the Client any risks or suspicious incidents related to possible threats to the Client's or Customer's cyber and information security.
16. The Contractor is obliged to design and implement the Performance in such a way as to eliminate any risk elements for cyber and information security. Before handing over the Performance to the Client, the Contractor will



design cyber and information security test scenarios for the Performance and perform these output tests after their approval by the Client.

17. The Contractor is not entitled to provide third parties with the project documentation or any part of the Performance (including the software and its source code) without the Client's consent. The Contractor is obliged to irreversibly remove the documentation for the Performance, source codes and all related information and data media that are not needed to provide maintenance and warranty services to the Client or the Customer after handing over the Performance.

XV. Copyright and Intellectual Property Rights

1. If the execution of the Work or the Performance creates a work in accordance with Act No. 121/2000 Coll., on copyright, rights related to copyright and amendments to certain acts, as amended, or any other result protected by any other intellectual property right, then the Client is entitled to use the Work/Performance, as a work created to order, for all possible methods of use and to allow its use by third parties. The Contractor hereby grants the Client the right to exercise the right to use the Work/Performance for all methods of use to an unlimited extent. An authorisation referred to in the preceding sentence thus includes, in particular, but not exclusively, the right to use the Work/Performance in all known and/or conceivable ways in an unlimited quantity, place and time, in particular to communicate it to the public, to reproduce, distribute, modify, reproduce, supplement, adapt, process and/or in any other way alter it, and to use it in such altered form without limitation, to combine it with another work, to include it in a collective

work. The license fee is already included in the price of the Performance/Work.

2. If the Contractor uses the result of a third party's activity, protected by industrial or other intellectual property rights, copyright, etc., in the performance of the Contract and if the entitled person/entity asserts claims against the Client or the Customer on this basis, the Contractor shall settle the asset claims at his/her/its own expense and shall be liable for any damage caused to the Customer or Client. The Contractor shall also be obliged to immediately, but no later than 10 days after the Client's request, provide the Client, at his/her/its own expense, with the right to use the Work/Performance to the extent specified in the Contract, which will not infringe third-party rights.

XVI. Other Provisions

1. The applicable law is the law of the Czech Republic. Disputes in connection with the Contract (Order) shall be settled by the Parties before a general court whose jurisdiction shall be determined by the place of the Client's registered office on the date an action is filed.
2. Amendments to the Contract (Order) may only be made by a written amendment signed by Authorised Representatives of both Parties; any other form of agreement is excluded. An amendment to the Contract (Order) requires an agreement on its entire content to be valid. Changes to the Parties' Authorised Representatives named in the Contract or to the Contractor's telephone numbers may be made by written notice to the other Party; changes shall be effective on the date specified in a notice, otherwise upon delivery.
3. The Contractor is obliged to indicate the Contract (Order) number in documents. Mail in connection with the performance of the Contract (Order) shall be sent to the address

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www.domat.cz



for correspondence specified in the Contract (Order). In case of doubt, mail in electronic form shall be deemed to have been delivered at the moment of sending the e-mail or postal data message and mail in paper form shall be deemed to have been delivered on the third working day after dispatch; however, if it was sent to an address in another country, then on the fifteenth working day after dispatch. The effects of delivery will also occur if the addressee thwarts delivery.

4. These GTCs supersede all previous versions of the Client's general terms and conditions of business.