



I. Introductory Provisions

- 1.1. These Terms and Conditions (hereinafter referred to as the **"Terms"**) apply to contractual relationships arising from a contract for work or an unnamed contract (hereinafter referred to as the **"Agreement"**) concluded pursuant to Section 2079 or Section 1746(2) of Act No. 89/2012 Coll., the Civil Code.
- 1.2. The Client is ÚJV Řež, a. s., Company ID: 46356088, VAT ID: CZ46356088, with registered office at Hlavní 130, Řež, 250 68 Husinec, registered in the Commercial Register at the Municipal Court in Prague, Section B, Insert 1833 (hereinafter referred to as the **"Client"**).
- 1.3. The Contractor is the person identified as the contractor of the work or provider of the deliverables in the Agreement (hereinafter referred to as the **"Contractor"**).
- 1.4. The Client and the Contractor are also collectively referred to in these Terms as the **"Parties"**.
- 1.5. These Terms form an integral part of the Agreement. Any provisions of the Agreement that deviate from these Terms shall take precedence over the Terms.

II. Subject Matter of Performance

- 2.1. The Contractor shall be obliged to provide the performance specified in the Agreement at its own cost and risk, with due professional care and in accordance with the Client's instructions, in the scope, quality, and under the other conditions specified in the Agreement.
- 2.2. The performance shall include (as specified in the Agreement or as appropriate given the nature of the performance) in particular:
 - a) the execution of the work or the provision of other performance;
 - b) transport to the place of performance;
 - c) demonstration of functions and training of the operating personnel;
 - d) delivery of all documents necessary for the acceptance and use of the performance, documents proving the quality parameters of the performance, and documents related to the performance as required under applicable legal regulations; and
 - e) any licence necessary for the use of the performance, in particular consent to the use of an invention, utility model, or industrial design, consent to the use of a copyrighted work, or consent to the use of know-how (to the extent agreed in the Agreement).

III. Price

- 3.1. The price for the provision of the performance is specified in the Agreement.
- 3.2. The price includes all costs of the Contractor necessary for proper and timely performance, including the costs of the activities specified in Clause 2.2 of these Terms.
- 3.3. The price of the performance may only be changed if the Parties agree on a change in the scope or quality of the performance. Any change of the price requires the execution of an amendment to the Agreement.

IV. Payment Terms

- 4.1. The Client shall not provide the Contractor with any advance payment unless expressly agreed otherwise.
- 4.2. The Contractor shall be entitled to issue a tax document for the price only once the proper provision of the performance has been confirmed in accordance with Clauses 5.3 and 5.4 of these Terms; the protocol must be attached to the tax document.

- 4.3. Unless otherwise specified in the Agreement, the price shall be due forty-five (45) calendar days from the date of delivery of the invoice to the Client. A monetary obligation shall be deemed fulfilled at the moment the relevant amount is debited from the Client's account in favour of the Contractor's account.
- 4.4. The tax document must contain the particulars required by the applicable legal regulations. If the tax document does not contain the required particulars, the Client shall be entitled to return it to the Contractor within the due date, stating the defects of the tax document. Upon delivery of a corrected tax document to the Client, a new due period shall commence.
- 4.5. Payments shall be made by bank transfer to the Contractor's bank account specified in the Agreement. This bank account of the Contractor must be maintained with a domestic payment service provider and must be published in a manner enabling remote access in accordance with Section 96(2) of Act No. 235/2004 Coll., VAT Act. The Parties agree that any change of the Contractor's bank details and account number may only be made by means of a written amendment to the Agreement or by written notice duly delivered by the Contractor to the Client no later than together with the relevant invoice.
- 4.6. If, under Section 109 of the VAT Act, the Client as the recipient of the performance becomes liable for the unpaid tax on such performance, the Client shall be entitled to pay the VAT on behalf of the Contractor directly to the Contractor's tax administrator in order to secure the tax in accordance with Section 109a of the VAT Act. The Client shall inform the Contractor in writing of such payment. Such payment of VAT shall reduce the Contractor's receivable from the Client by the corresponding tax amount, and the Contractor shall not be entitled to demand such amount from the Client.
- 4.7. The Client shall be entitled to set off any of its receivables against the Contractor without the Contractor's consent. The Contractor shall only be entitled to set off any of its receivables against the Client with the prior written consent of the Client.

V. Place and Time of Performance

- 5.1. The place of performance shall be the Client's registered office address, unless otherwise specified in the Agreement. The deadline for performance shall be set out in the Agreement.
- 5.2. Except in cases where the subject of performance (repairs, maintenance, modifications) is an item owned by the Client, the risk of damage to the subject of performance and title thereto shall pass to the Client at the moment the performance is duly handed over to the Client.
- 5.3. A handover protocol shall be drawn up and signed by the Parties, confirming whether the performance has been duly provided and all activities forming part of the performance under Clause 2.2 of these Terms have been carried out, or whether the performance contains defects. If defects are identified during handover, the Contractor shall remedy such defects within fifteen (15) calendar days, unless the Parties agree in the protocol on a different period (which must be stated in the protocol). The Client shall not be obliged to accept defective performance.
- 5.4. The performance shall be deemed duly completed only at the moment when a protocol is drawn up confirming that the performance and all components of the performance under Clause 2.2 of these Terms have been provided without defects.
- 5.5. The performance may be delivered in parts if the nature of the performance so allows and if the Parties so agree. The provisions on handover and acceptance shall apply mutatis mutandis to the handover of partial performance.

VI. Warranty for Quality

- 6.1. The Contractor provides the Client with a warranty for quality for a period of twenty-four (24) months from the date of handover of the performance without defects (Clause 5.4 of these Terms), unless otherwise agreed.
- 6.2. In a written claim, the Client shall specify how the defect manifests itself and the manner in which the Client requires the claim to be settled. The Contractor shall remedy the defect without undue delay from its notification, but no later than within fifteen (15) calendar days from the notification of the defect, unless a different period is agreed between the Parties having regard to the scope and nature of the defect.
- 6.3. In the event that the Contractor is in delay with the rectification of a defect in the performance, the Client shall be entitled to remedy the defect itself or through a third party and charge the incurred costs to the Contractor, without limiting any rights granted to the Client under the Agreement.
- 6.4. From the notification of the claimed defect to the Contractor until the proper rectification of the defect, the warranty period shall not run. For those parts of the performance that have been replaced or repaired by the Contractor as a result of a legitimate claim by the Client, a new warranty period as specified in Clause 6.1 of these Terms shall run from the date of defect rectification.
- 6.5. If the full price has not been paid at the time the claim is made, the Client shall not be obliged to pay the price or any part thereof until the claim has been resolved.

VII. Confidential Information

- 7.1. The Parties acknowledge that in the course of performing this Agreement they may become acquainted with information considered confidential by the Parties (hereinafter referred to as the **"Confidential Information"**).
- 7.2. For the purposes of this Agreement, Confidential Information shall mean all information, facts, data, materials, or documents of any kind, whether in written, oral, electronic, visual, or other form, which the Parties make available to each other in connection with this Agreement, and which:
 - a) are marked as confidential, secret, or similarly; or
 - b) given their nature or the circumstances of disclosure, can reasonably be considered confidential, even if not explicitly marked as such.
- 7.3. Confidential Information shall include, but is not limited to, commercial, financial, technical, manufacturing, organizational, personnel, legal or other information, trade secrets, methodologies, processes, and know-how related or unrelated to the integration of AI into products, services, or internal processes, technological procedures, contracts, personal data, information and data on business strategies, pricing, and contractual relationships related to the provision or use of AI, or information on the use or modification of third-party models if they contain or process the Party's confidential data, as well as any other facts in which a Party has an obvious interest in protecting. Such information shall be considered confidential until the Parties confirm otherwise in writing.
- 7.4. The Parties undertake to maintain the confidentiality of the Confidential Information of the other Party. All Confidential Information shall be treated as confidential, even if it would not otherwise qualify as a trade secret under Section 504 of the Civil Code.
- 7.5. The Parties undertake not to further disseminate or reproduce the Confidential Information and not to make it available to any third party. The Parties further undertake not to use the Confidential Information in a manner inconsistent with its purpose or the purpose of its disclosure, for their own benefit or for the benefit of third parties.

- 7.6. Disclosure of Confidential Information to a third party for the purpose of performing this Agreement shall only be permitted if the Party to whom the Confidential Information belongs has given prior written consent. The Party disclosing the Confidential Information shall also oblige the third party to confidentiality to the same extent as required under this Agreement; disclosure shall only be made to the extent strictly necessary for the performance of this Agreement.
- 7.7. The Parties shall ensure that the Confidential Information of the other Party is not leaked, disclosed, or disseminated, and shall protect the confidentiality of such information. The Parties shall exercise the maximum effort reasonably required to ensure that their employees and any persons engaged pursuant to Clause 7.6 comply fully with the confidentiality obligations.
- 7.8. The obligations under this Article VII of these Terms shall not apply to Confidential Information which:
 - a) is publicly available at the time of disclosure, or becomes publicly available after disclosure without breach of this Agreement;
 - b) the recipient is obliged to disclose under applicable law or pursuant to a court or competent administrative authority decision, provided that the recipient immediately notifies the other Party of such legal obligation (unless prohibited by law or the decision) and takes measures to ensure the confidentiality of the disclosed information to the maximum extent permissible by law or decision;
 - c) is disclosed to the public pursuant to prior written agreement of the Parties.
- 7.9. Disclosure of information under this Agreement does not grant any rights to a license, trademark, patent, right to use or reproduce copyright works, or any other intellectual or industrial property rights.
- 7.10. The provisions of this article shall survive the termination of this Agreement.

VIII. CFSI Clause

- 8.1. The Client declares that it has implemented a system preventing the supply of counterfeit, fraudulent, and suspect items (so-called CFSI – Counterfeit, Fraudulent, Suspect Items). For the purposes of the Agreement, a counterfeit, fraudulent, or suspect item (hereinafter referred to as a **"CFSI item"**) is defined as an item whose origin, age, composition, configuration, certification status, or other characteristic (including whether the material has been previously used) has been falsely represented in any of the following ways: a) misleading material marking, labelling, or packaging; b) misleading documentation; or c) any other means, including the omission of relevant information.
- 8.2. In the event that the Contractor identifies a CFSI item in connection with the performance under the supply chain, the Contractor undertakes to:
 - a) immediately inform the Client of this fact;
 - b) promptly replace the affected CFSI item with an item that is not a CFSI item and fully complies with the terms of the Agreement; and
 - c) provide the Client with all necessary cooperation to determine the cause of the CFSI item occurrence and take appropriate corrective measures.
- 8.3. Breach of any of the obligations under the preceding paragraph constitutes a material breach of the Agreement.

IX. Compliance Clause

- 9.1. The Contractor undertakes to comply with applicable and effective laws, rules, and codes of conduct that fully correspond to the ČEZ Group Code of Ethics and its policy on compliance with legal and ethical principles in business, including the Commitment to ethical conduct. The Contractor has familiarized itself with this

Commitment to Ethical Conduct on the website www.cez.cz (section "About the Company – For Suppliers" or directly via the following link: <https://www.cez.cz/nextcez/cs/pro-dodavatele/zavazek-etickeho-chovani>). By signing this Agreement, the Contractor undertakes to adhere to the Commitment to Ethical Conduct in performing this Agreement and any other agreements, including in relations with third parties. The Contractor further undertakes, upon the Client's request, to demonstrate compliance with the Commitment to Ethical Conduct.

- 9.2. The Parties agree that the Client, either directly or through another entity within the ČEZ Group, is entitled to monitor the Contractor's compliance with the obligations arising from the Commitment to Ethical Conduct (hereinafter referred to as the "audit"). The audit shall be carried out by an authorized person, who may be an employee of the ČEZ Group or a person authorized by the ČEZ Group to perform the audit (hereinafter referred to as the "auditor"). The auditor is bound by confidentiality when performing its duties.
- 9.3. The purpose of the audit is to verify the Contractor's ability to ensure compliance with the commitments arising from the Commitment to Ethical Conduct. The primary audit method is information gathering, usually in the form of a compliance questionnaire; an extended method includes assurance, typically through targeted communication or documentation of relevant facts. A follow-up audit method is external verification, usually through personal meetings with employees and inspection of selected documents and records at the Contractor's premises (on-site inspection).
- 9.4. The Contractor is obliged to tolerate the audit and provide the Client with the necessary cooperation to verify compliance with the Commitment to Ethical Conduct, including, within a reasonable time frame:
- a) completing the compliance questionnaire upon request and providing the requested supporting documents;
 - b) providing additional information or documents upon request;
 - c) allowing the Client to conduct external verification, including on-site inspection.
- 9.5. The auditor shall inform the Contractor in advance about the audit to the necessary extent, and in the case of external verification, at least three (3) business days in advance via notification. The notification shall specify which activities will be verified, the scope of verification, and what data are to be made available or provided.
- 9.6. If the auditor identifies any breach of the Commitment to Ethical Conduct by the Contractor, the Client or another ČEZ Group company is entitled to notify the Contractor in writing of the identified breaches and request that the Contractor remediate them within a reasonable period. The Contractor is obliged to inform the Client of the remediation, including providing the necessary supporting documents. This shall not affect the Client's right to terminate the contractual relationship with the Contractor for gross violation of the Commitment to Ethical Conduct pursuant to Clause 9.8 of this Agreement.
- 9.7. If the Contractor fails to provide the required cooperation even after repeated requests, or provides false, incomplete, or misleading information during the audit (including false completion of the compliance questionnaire), or fails to remediate the identified breaches within the specified period pursuant to Clause 9.6 of these Terms, this shall constitute a gross breach of the Commitment to Ethical Conduct.
- 9.8. In the event that the Contractor:
- a) grossly breaches the Commitment to Ethical Conduct; or
 - b) repeatedly breaches the Commitment to Ethical Conduct in a less serious manner;
- this shall constitute a material breach of the Agreement, and the Client shall be entitled to withdraw from the Agreement as a whole, or, as applicable, from partial performance, terminate the

Agreement, and/or suspend the receipt of deliveries from the Contractor until the non-compliance is remedied.

- 9.9. The Parties further agree that:
- 9.9.1. The Contractor shall ensure compliance with the Commitment to Ethical Conduct by its employees and, as applicable, subcontractors;
- 9.9.2. The Contractor shall not be required to comply with the requirements of the Commitment to Ethical Conduct if such compliance would result in a breach of confidentiality obligations imposed by public law towards third parties, or a breach of applicable and effective public law regulations. In such case, the Contractor shall notify its direct contact within the ČEZ Group;
- 9.9.3. The Contractor shall maintain records regarding its performance for the Client in a manner agreed in this Agreement, or otherwise in its usual manner, but at minimum in accordance with applicable legal requirements;
- 9.9.4. The Contractor shall provide auditors with reasonable access to records and information related to the Contractor's performance for the Client for the purpose of verifying compliance with the Commitment to Ethical Conduct, but shall not be required to provide the Client or its auditors with unrestricted physical access to its records or network;
- 9.9.5. Provisions of the Commitment to Ethical Conduct concerning intellectual property, internal and confidential information, and their protection or return shall not apply to the extent that this Agreement or any other agreement specifies a different procedure;
- 9.9.6. The obligation to comply with applicable anti-money laundering and counter-terrorism financing laws (AML), including beneficial owner registration requirements, shall apply to the Contractor to the extent required by the applicable and effective laws governing the Contractor.
- 9.10. By signing this Agreement, the Contractor undertakes and represents that:
- 9.10.1. it properly and timely fulfils its obligations to the state, including timely and properly paying value-added tax and submitting VAT returns accurately, timely, and in a demonstrable manner;
- 9.10.2. it is not in a financial situation that would jeopardize its ability to properly and timely fulfil its commercial obligations and/or obligations to the state, including tax obligations; nor is there any risk, considering its financial, economic, and business situation, that it would lose the ability to properly fulfil such obligations;
- 9.10.3. no insolvency proceedings have been initiated against it, and there is no threat of such proceedings, as it is not in a situation that could be qualified as insolvency under applicable law, and there is no risk of such a situation arising;
- 9.10.4. it has never participated in, and there is no risk that it will participate in the future, in evading tax obligations or inducing tax advantages in violation of the law;
- 9.10.5. it shall ensure that all its statements and representations provided to the Client remain valid, effective, true, and complete throughout the duration of the contractual relationship;
- 9.10.6. it shall, upon request, provide the Client with confirmation from the tax authority that it has no overdue tax obligations;
- 9.10.7. it shall immediately, no later than three (3) business days after becoming aware of, or upon exercising due care could have become aware of, any change in the representations defined in Clauses 9.10.1 to 9.10.6, inform the Client in writing and demonstrably, specifying the exact nature of the change;
- 9.10.8. the Contractor acknowledges that if such a change occurs during the performance of the Agreement, whether notified or not, and the Client is able to demonstrate that such change occurred, this shall constitute a material breach of the Agreement, entitling the Client to withdraw from the Agreement as a whole, or from partial

performance, terminate the Agreement, and/or suspend the receipt of deliveries from the Contractor until the situation is remedied.

X. IKB Clause

- 10.1. In the event that the Contractor, as a supplier or business partner, has gained access to information or technical equipment of the ÚJV Group, the Contractor undertakes, in accordance with this Agreement and the internal regulations of the Client listed below, to comply with the information and cybersecurity rules (IKB) established by the Client in the document "*Annex I – CYBEX RULES – Suppliers training*" (hereinafter referred to as the "**CYBEX Rules**"), which is available at: <https://www.ujv.cz/cs/o-spolecnosti/dokumenty-spolecnosti/povinne-dokumenty/>, and further under the link titled *Bezpečnostní požadavky na dodavatele s dopady do oblasti informační a kybernetické bezpečnosti*. The Contractor is responsible for ensuring compliance with IKB obligations by all persons involved in the performance of the subject of the Agreement on behalf of or under the responsibility of the Contractor. Breach of IKB obligations or rules may be considered by the Client as a breach of contractual obligations, with all corresponding consequences, including termination of the contractual relationship with the Contractor.
- 10.2. If the subject of performance consists of providing consulting and advisory services, the Contractor undertakes to ensure that all persons involved in the subject of performance are verifiably familiarized with the CYBEX Rules and the document titled "*Annex J – Security requirements for Providers of consulting and advisory Services*", which is available at: <https://www.ujv.cz/cs/o-spolecnosti/dokumenty-spolecnosti/povinne-dokumenty/>, and further under the link titled *Bezpečnostní požadavky na dodavatele s dopady do oblasti informační a kybernetické bezpečnosti*.
- 10.3. If the Contractor uses subcontractors in providing the subject of performance, the Contractor is responsible for ensuring IKB compliance by its subcontractors as if the Contractor itself were fulfilling the IKB obligations.

XI. Safety on the Premises

- 11.1. If the Contractor, or any part of the performance, is carried out on the premises of the Client at the address of its registered office, the Contractor is obliged to comply with the provisions of the following electronic annexes of the Terms– internal regulations of the Client:
- a) SM 028 Emergency Preparedness
 - b) SM 024 Fire Protection
 - c) SM 011 Safety of Operation of Technical Equipment
 - d) RAD 006 Operational Rules of the ÚJV Řež, a. s.
 - e) PRO 098 Sewerage Regulations
 - f) PI 057 Incident Management Plan
 - g) PI 056 Building House Rules
 - h) PI 052 Flood Plan of the ÚJV Řež
 - i) PI 040 Ensuring Safety of Hazardous Material Transport
 - j) PI 016 Internal Emergency Plan
 - k) SM 009 Physical Security
 - l) OHS Regulations (BOPR)
 - m) Conditions and Operational Measures for Construction Work in the ÚJV Řež, a. s.
 - n) Land Occupation Regulations

These internal regulations are available at: <https://www.ujv.cz/cs/o-spolecnosti/dokumenty-spolecnosti> in the section "*Informace pro nájemce areálu ÚJV*". Contractual penalties for breaches of obligations arising from the internal regulations listed in this paragraph are specified in the annex referred to in item m). In the event of a breach of obligations arising from these internal regulations for which a penalty is not specified in the preceding

sentence, a contractual penalty of CZK 5,000 per each individual breach shall apply.

The Contractor is responsible for ensuring compliance with occupational health and safety (OHS) regulations by all its employees as well as all subcontractors, and the Client has the right to verify this compliance at any time.

XII. Contractual Penalties, Damage, Termination

- 12.1. If the Contractor fails to duly meet the performance deadline, the Contractor shall pay the Client a contractual penalty of 0.5% of the price excluding VAT for each commenced day of delay.
- 12.2. If the Contractor fails to remedy defects within the specified period (pursuant to Clauses 5.3 or 6.2 of the Terms), the Contractor shall pay the Client a contractual penalty of 0.5% of the price excluding VAT for each commenced day of delay and for each defect the rectification of which the Contractor is in delay.
- 12.3. The agreement on the contractual penalty shall not affect the Client's right to compensation for damage incurred as a result of a breach of the obligation to which the contractual penalty relates. Compensation for damage shall be governed by Sections 2894 et seq. of the Civil Code. The Parties hereby expressly agree on the obligation to compensate for non-material damage (e.g. damage to reputation).
- 12.4. The contractual penalty shall be due fifteen (15) calendar days from the delivery of its invoicing to the other Party.
- 12.5. The Parties shall be entitled to withdraw from this Agreement in accordance with the relevant provisions of the Civil Code. The Parties consider in particular the following to constitute a material breach of this Agreement:
- a) a delay of the Contractor in providing the performance by more than ten (10) business days;
 - b) a repeated occurrence (i.e. at least twice) of the same defect or a situation where the performance has multiple defects at the same time;
 - c) a delay of the Contractor in remedying a defect in the performance by more than ten (10) business days;
 - d) a breach of the obligation to protect Confidential Information as set out in Article VII of the Terms;
 - e) a breach of obligations pursuant to Clause 8.2 of the Terms.
- 12.6. The Contractor undertakes to maintain liability insurance covering damage caused by the Contractor to third parties, with the insured amount being at least CZK 1,000,000. The Contractor shall provide proof of such insurance to the Client upon signing the Agreement. The Contractor shall maintain the insurance in force throughout the term of the performance and the warranty period. Upon the Client's request, the Contractor shall provide proof of a valid insurance contract in the agreed scope within three (3) business days of such request. Failure to provide proof of valid insurance within the specified period shall constitute a material breach of the Agreement and entitle the Client to withdraw from the Agreement.

XIII. Final Provisions

- 13.1. The Parties agree that the relationship under the Agreement shall be governed by Czech law, particularly the Civil Code. All judicial disputes concerning the rights and obligations arising from the Agreement shall be resolved before the general courts of the Czech Republic.
- 13.2. All disputes between the Parties arising from or relating to the provisions of the Agreement shall first be resolved amicably. If an amicable resolution is not reached within a reasonable period, either Party shall have the right to submit the dispute to a court for resolution.
- 13.3. If any provision of the Agreement is deemed invalid, ineffective, or unenforceable, the Parties undertake to replace such invalid,

ineffective, or unenforceable provision with a provision that fulfils the intended purpose of the original provision.

- 13.4. The rights of the Parties arising from the Agreement may not be transferred or assigned to any third party without the prior express written consent of the other Party, except in the case of the sale or transfer of a business or its part. The provisions of this Agreement are also binding on the legal successors of the Parties.
- 13.5. The Contractor assumes the risk of a change in circumstances pursuant to Sections 1765 and 2620(2) of the Civil Code.
- 13.6. The Contractor may entrust a third party with the provision of the performance only with the prior written consent of the Client. Entrusting a third party with the provision of the performance without the prior written consent of the Client shall constitute a material breach of the Agreement. The Contractor shall be liable for the activities of the subcontractor as if the performance had been provided by the Contractor itself.
- 13.7. The Agreement may only be supplemented or amended by written numbered amendments. Changes to contact persons and communication details do not require an amendment to the Agreement. Any change becomes effective upon delivery of written notice to the other Party.
- 13.8. An integral part of these Terms are the following annexes:
Electronic annexes referred to in Clauses 9.1, 10.1, 10.2 and 11.1 of these Terms.