

GENERAL BUSINESS TERMS AND CONDITIONS
TO
FRAMEWORK PURCHASE AGREEMENT ON WHOLESALE SUPPLY OF PETROLEUM PRODUCTS
AND
TO SEPARATE ORDERS

1. GENERAL PROVISIONS

- 1.1 These General Business Terms (hereinafter referred to as "GBT") are (i) a Schedule to the Framework Purchase Agreement on Wholesale Supply of Petroleum Products (hereinafter referred to as "Framework Agreement") and stipulate payment, delivery and other terms and conditions for individual purchase agreements, being entered into - based on the Framework Agreement - by the Seller, ČEPRO, a.s. company and by the Purchaser; or (ii) in case of lack of the Framework Agreement, these GBT form an integral part of the order made by the Purchaser and accepted by the Seller and stipulate payment, delivery and other conditions of the Purchase Agreement, concluded based on such order.
- 1.2 The order is considered binding if the Seller fails to reject it partially and / or completely without undue delay, no later than 48 hours from the moment of sending an email confirming the delivery of the Purchaser's order to the e-mail address obchod.praha@ceproas.cz . If the order is subject to publication pursuant to Act no. 340/2015 Coll., On Special Conditions of Effectiveness of Certain Contracts, Publication of these Contracts and the Register of Contracts (hereinafter referred to as "Act on Register of Contracts"), the order shall be considered as bindingly acknowledged (accepted) by (i) its written confirmation or (ii) as soon as it is published in the Register of Contracts by the Seller, in accordance with the Act on Register of Contracts, whichever comes first.<mailto:obchod.praha@ceproas.cz>
- 1.3 In case of contradictions between the GBT and the Framework Agreement, the provisions of the Framework Agreement prevail.

2. QUANTITY AND QUALITY OF GOODS

- 2.1 The quantity of Goods to be delivered shall be based on the information provided in the order made by the Purchaser. The actually delivered quantity of Goods may sometimes differ from the ordered quantity (in litres at 15°C) by no more than 10%. Such a difference in the quantity shall not be considered by a delivery default by the Contractual Parties. The Purchaser shall pay the price, which corresponds to actually delivered quantity of the Goods in litres at 15°C as specified in the Bill of Lading.
- 2.2 The Seller is entitled to reject the request of delivery of a particular quantity of the Goods in writing or to deliver less quantity of the Goods than the one specified in the confirmed order if the Seller has not sufficient quantity of the Goods available in their storage facilities. The written rejection must provide information about expected delivery of the missing quantity of Goods.
- 2.3 Unless the Contractual Parties mutually specifically agree on a different quality of the Goods, the Seller undertakes to deliver the Goods in the quality stipulated by valid technical standards for this particular kind of Goods.

3. PAYMENT IN ADVANCE

- 3.1 With regard to mutually agreed safety measures for liability collection, the Seller may require the Purchaser to pay for Goods in advance (by transferring the fund to the bank account of the Seller), based on proforma invoices.
- 3.2 If the proforma invoice is paid by the Purchaser in advance prior collection of the concerned Goods, the Seller shall issue the tax document (final invoice) at the date of settlement of the proforma invoice.

4. DELIVERY OF GOODS

- 4.1 The Purchaser undertakes to specify required quantity of individual Goods in advance, no later than 48 hours before the expected delivery time (if the transport is to be arranged for by the Seller using tank trucks), respectively no later than 3 hours before expected Goods collection time (if the transport is arranged for by the Purchaser). The advice on requested quantity of Goods shall be sent by the Purchaser to the central administration system of the Seller.
- 4.2 The Goods are considered delivered as soon as taken over by the Purchaser. The place of delivery of the Goods shall be as follows:
 - in case of DAP delivery mode = address of the place of delivery
 - in case of EXW delivery mode = collection terminal of the Seller
- 4.3 The Seller undertakes to provide the Purchaser with all documents related to the Goods (at the same time as the Goods are delivered) and allow the Purchaser to acquire the ownership right to the Goods.
- 4.4 For the automated terminals of the Seller, the documents relating to the Goods shall be issued by the Seller in electronic form. At other terminals the Seller issues documents in paper form. Delivery notes issued by the Seller electronically will be provided with a guaranteed electronic signature of the driver accepting the Goods in the Seller's terminal, a qualified electronic seal of the Seller and a qualified electronic time stamp. These requirements are a prerequisite for the exercise of rights from the electronic delivery note (DNL). In the event of issuing an electronic DNL, the Seller shall allow the Purchaser to also receive a paper (hard) copy of the electronic DNL at the place of receipt of the Goods. Any confirmation on the electronic DNL that the Goods have been delivered to the consignee shall be marked on the paper copy of the DNL. Neither the Purchaser nor the authorized carrier are authorized to modify in any way with the original documents issued.
- 4.5 The delivery time is considered matched if the date of the confirmation of the bill of lading corresponds to the date specified as delivery date on the order of the Purchaser or on any other written delivery arrangement of both Contractual Parties. If the transport is arranged for through the own transport of the Purchaser, the delivery deadline is considered matched if the date of collection of Goods at the dispatch terminal of the Seller by duly authorized driver of the carrier corresponds to the date specified as delivery date on the order of the Purchaser or on any other written delivery arrangement of both Contractual Parties. The Seller is not responsible for missing the delivery deadline if it is caused by the Purchaser or by the carrier of the Purchaser

- 4.6 The Seller is only liable for non matching the delivery period in case of its misconduct or omission during Goods hand over or transportation. The Seller is not responsible for delays caused by events, which the Seller could not reasonably foresee. Such events, in addition to Force Majeure events, comprise for example delays caused by customs checking, technical and logistic problems during transport, problems with electronic transfer of orders, etc.
- 4.7 Partial deliveries of Goods are acceptable following a prior agreement of both Contractual Parties. If the delivery of Goods is performed by several partial deliveries, each partial delivery is considered to be performed in time and properly if previously mutually agreed on by both Contractual Parties in the order or any other arrangement for supply of Goods between the Contractual Parties.
- 4.8 The Purchaser undertakes to properly train their employees or transport companies, ensuring the transport of the Goods specified in this Agreement, in fire and work safety regulations, including the ban of smoking in warehouse and dispatch terminal premises of the Seller. The Purchaser is responsible for all damage caused by their employees or transporters in the premises of the Seller. For each breach of ban of smoking in warehouse or dispatch terminals of the Seller by employees or transport companies of the Purchaser, the Seller may charge the Purchaser a contractual penalty in the amount of CZK 1000 per each breach.
- 4.9 The Seller is entitled to collect the purchase price for delivered Goods, including applicable fees, even in case of unauthorized collection of the Goods based on misuse of the chip identification and signature card, identity card, signature forgery or any other illegal acts, including misuse or exceeding of authority to order or collect the Goods. The Seller is entitled to be paid the purchase price for delivered fuel including all applicable fees, even in case of unauthorized collection of the Goods due to issue of the order by a person specified in an outdated list of persons authorized to issue orders.

5. SALES DOCUMENTS

- 5.1 The Purchaser acknowledges that, pursuant to the Excise Duty Act number 353/2003, Coll. , as amended (hereinafter referred to "Excise Duty Act"), that the sales documents to the Goods sold to the Purchase by the Seller for purposes of Excise Duty (Consumption Tax) are to be issued by the Purchaser.
- 5.2 The Purchaser further acknowledges that the Seller has no obligation to issue any document concerning Excise (Consumption) Tax exemption, unless a separate agreement is concluded between the Seller and the Purchaser, stipulating special conditions for issuing such documents and unless the Purchaser expressly assigns the responsibility to issue these documents to the Seller. The Purchaser also acknowledges that any documents issued by the Seller will be issued in electronic form or, if necessary, on the Seller's side in paper form.

6. DAP DELIVERY MODE - GOODS TO BE DELIVERED TO A PLACE SPECIFIED BY THE PURCHASER

- 6.1 In case of DAP delivery mode the Seller shall supply the Goods in railway or truck tanks, either using his own transport company or through contractual transporters. In any case the

method of transport must ensure that the Goods shall keep their properties specified in applicable quality standards.

- 6.2 Delivery in DAP delivery mode is considered properly taken over as soon as the authorized person collects the Goods together with the quality certificate and as soon as the authorized person confirms receipt of the Bill of Lading. Negotiating the prices of transport is specified in section 5 of the Framework Agreement, if the Framework Agreement has not been entered into, the Seller shall communicate the Purchaser the price of transport to the place of delivery sufficiently in advance before the Goods are to be delivered. If the Purchaser does not agree with the price of transport they may cancel the order immediately after receiving information about the price of transport of the Goods.
- 6.3 If the Goods are delivered by railway tanks, the Purchaser undertakes to observe all conditions of the transporting company for handling and operating the railway tanks, including the deadlines for emptying and dispatching of the tank. In case of breach of this deadline the Purchaser undertakes to pay a penalty stipulated by the transportation company.
- 6.4 If there is no possibility to drain the Goods off the tank at the place of delivery specified by the Purchaser, the Goods will not be delivered and will be transported to another place specified by the Purchaser. The costs related to this transfer (including cost of transportation, wages of the driver for the extra trip, waiting time of the driver, etc.). shall be fully borne by the Purchaser. This also applies to cases when the Purchaser refuses to take over the ordered and delivered Goods without any valid reason. These costs, including possible damage shall be invoiced, without undue delay. The invoice maturity period shall be 14 days.

7. EXW DELIVERY MODE - AT ČEPRO DISPATCH (COLLECTION) TERMINAL

- 7.1 Upon collection at the EXW parity, the Purchaser's carrier accepts the Goods together with the quality certificate (certificate) and the authorized carrier's driver confirms the delivery note with his / her signature (on automated terminals the driver shall confirm the delivery note by an electronic signature through a dedicated identification and signature card). The Purchaser gets the title to the Goods at the moment of Goods acceptance. For the purposes of the transfer of ownership, the Goods are taken over by the Purchaser, respectively, handed over to the carrier of the Purchaser at the moment of passing of the truck / railway tank across the border of the ČEPRO tax warehouse.
- 7.2 Receipt of Goods at the dispatch terminal will be possible by the date (deadline) stipulated in the order or any other written request for delivery of Goods but only within the working hours of the dispatch terminal.
- 7.3 EXW Goods are collected by means of identification and signature cards issued by the Seller, which contain the signature certificate of the ČEPRO certification authority, enabling electronic documents to be signed electronically, meeting the requirements for a guaranteed electronic signature pursuant to Article 26 of Regulation (EU) No 910/2014 of 23 July 2014 on electronic identification and confidence-building services for electronic transactions in the internal market and repealing Directive 1999/93/EC and secured by a personal security PIN (the "Card"). The card is handed over exclusively to the driver of the carrier who concluded an Agreement with the Seller on the rules for the collection of Goods by the carrier at ČEPRO, a.s. dispensing terminals (hereinafter referred to as the "Agreement"), upon a

payment of refundable deposit and checking of identity of the driver. The PIN is only known by the driver of the authorized carrier and each driver may only use just one card. The Seller is entitled to perform a random checking of the identity of the drivers and ask them to furnish a proof of their identity (e.g. identity card). In case of discrepancies found during these random checks, the Seller may refuse. If the random control detected any discrepancy is not seller is obliged to allow loading of the Goods.

- 7.4 In each order, the Purchaser shall specify the name and VAT ID number of the transporter (shipping company), who is to collect the Goods. The carrier is entitled to collect the Goods through a sub-carrier. Pursuant to applicable legal regulations (ADR) the drivers of tank-trucks are considered to be tank fillers. At the moment of Goods takeover the driver has to login to automated ETR (Electronic terminal for drivers) system using his card. By means of this card the driver is identified and he or she is allowed to enter the TAMAS environment and insert the order number. Based on the authorization of the driver he or she may then collect the Goods. By means of the electronic signature certificate stored on the card, the driver also electronically signs the documents presented to him/her at the automated terminals. In case of insertion of an incorrect PIN, the driver will not be allowed to take over the Goods. Goods will also not be given to the driver if discrepancies in compliance with ADR requirements are found, both concerning the driver or the truck-tank. Any damage caused by the above mentioned situations shall be borne by the Purchaser.
- 7.5 Any purchase of Goods carried out by means of the driver's card of the authorized carrier is, when the PIN is correctly entered and the relevant DNL is signed by the driver (by the electronic signature of the driver, if the DNL is issued electronically), is considered collection of Goods by the Purchaser. The Purchaser is responsible for possible misuse of the cards by drivers of a carrier, who are entitled by the Purchaser to collect the Goods from the Seller based on this Agreement. Authorized carrier shall also mean any subcarriers.
- 7.6 If any of the drivers of the Purchaser's authorized carrier listed in the Annex to the Agreement fail to collect the Goods, or fails to present the valid card, the Seller shall not allow him/her to collect the Goods. Drivers included in the list of authorized drivers are persons authorized to collect the Good.
- 7.7 All drivers collecting the Goods at the dispatch terminals of the Seller, must be trained in international ADR regulations and in internal regulations of the concerned warehouse. This training is provided by the Seller's employees at the dispatch terminals within the deadlines set by the Seller.
- 7.8 The Contractual Parties are well aware of requirements and conditions stipulated by the Act number 350/2011 Coll. - Act on Chemicals and Chemical Mixtures, as amended (hereinafter referred to as Chemical Act). The Seller shall provide the Purchaser (Driver) the appropriate Safety Data Sheets for the Goods at the moment of collection of the Goods.
- 7.9 The Seller uses density meters with scale ≤ 1.0 kg. m- 3.
- 7.10 The Purchaser acknowledges that as of the time of filling of the Goods into the truck/railway tank the Goods are considered to be released into free circulation within the meaning of the Excise Duty Act, except Goods, which are supposed to be further transported within the mode of conditional tax exemption.

8. GOODS LOADING INTO THE TRUCK-TANKS AT ČEPRO TERMINAL

- 8.1 Entry of tank trucks (hereinafter also referred to as "TT") of the Purchaser or his transport company shall only be allowed to appropriate collection terminals and through a dedicated gate. Only vehicles and drivers specified in the list of drivers submitted by the Purchaser to the Seller shall be allowed to enter the dispatch terminal of the Seller, after being checked by security personnel. Employees of the Purchaser undertake to observe the instructions of security staff of the Seller and allow checking and inspection of their vehicle.
- 8.2 The vehicles are handled in the order in which they arrived at the dispensing terminal, unless the warehouse operator stipulates otherwise. Access to the filling station area is allowed only on instruction of the operator of the filling station.
- 8.3 The Seller is not liable for problems with quality of Goods caused by residual liquids in the Truck-Tanks, which were not pumped out before filling the tank in with the Goods. The Seller is also not responsible for any damage caused by improper change of transported media. The sample of the Goods collected at the day of their delivery for quality check is considered binding. The Seller shall keep the sample for at least 7 calendar days.
- 8.4 The decisive information about the filled quantity is given by the measuring device of the filling point.
- 8.5 At the request of the warehouse operator, the driver is obliged to present his / her identity card and - if required - all necessary ADR documents. If the Purchaser, carrier or their drivers breach ADR obligations the Seller has right to charge the Purchaser all related costs, incurred by him in connection with such breach (including all state authority penalties and duties).
- 8.6 The driver is obliged to complete the familiarization and training / with the internal regulations of the warehouse and the safety rules of the Seller for dispensing of Goods (including possible testing) within the periods set by the Seller.
- 8.7 The driver must always observe the instructions of the filling station operator or manager and operating instructions for operation of filling stations.
- 8.8 Before leaving the warehouse premises, the driver is obliged to confirm the takeover of DNLs issued in electronic form by his/her electronic signature, or confirm the takeover of DLs issued in paper form by standard signature, unless it is an automated terminal of the Seller or unless it is necessary to issue the DNL (Delivery Note) in a hard copy (paper) form.
- 8.9 The driver is obliged to let himself/herself and his/her vehicle check for compliance with obligations stipulated in these GBT or the internal regulations and rules of the Seller.
- 8.10 Drivers are obliged to move within the warehouse area only in defined areas, which they will be shown during initial training. It is forbidden to move outside the defined areas.

9. DEFECT OF GOODS, COMPLAINTS AND CLAIMS DUE TO PERFORMANCE DEFAULT

- 9.1 By this Agreement the Seller represents and warrants that the Goods shall have the qualities specified in this Agreement for the period of 14 days following the delivery. The warranty period starts on the date of hand over of the Goods to the Purchaser.
- 9.2 If the Purchaser identifies any defects on the Goods, both when taking it over or within the warranty period, they shall send an official complaint in writing to the Seller without undue

delay. In each claim the Purchaser shall specify the number of bill of delivery, invoice, this framework agreement (if such agreement is entered into) and the order as well as any other documents made available to him and shall also describe the defects of the Goods.

9.3 On the request of the Seller, the Purchaser shall allow the Seller the inspection of the Goods and collection of a sample.

9.4 The Seller is not responsible for defects of the Goods if these defects were caused after the transfer of risks to the Purchaser by Force Majeure events, improper storage or handling by the Purchaser or by unauthorized act of a third party, who has not been authorized to handle the Goods and by unauthorized handling by third parties, which was not prevented by the Purchaser, although it was the Purchaser's obligation to prevent such unauthorized handling. Based on express agreement of both Contractual Parties, non-delivery of Goods by third parties to the appropriate terminal is also considered to be a Force Majeure event.

10. ELECTRONIC INVOICING

10.1 The Purchaser agrees that the Seller shall issue all invoices including advance invoices in electronic form pursuant to Act No. 227/2000 Coll. , as amended. The invoices shall comprise all information required by the act number 235/2004 Coll. - Value Added Tax Act, as amended.

10.2 The Purchaser further acknowledges and agrees that ČEPRO will also issue all documents pursuant to Act no. 353/2003 Coll., On Excise Duties, as amended (hereinafter referred to as "ETA") in electronic format. All electronic documents according to Act no. 353/2003 Coll., On Excise Duties, as amended, will be provided with a qualified electronic seal of the Seller and a qualified electronic time stamp.

10.1 If a Framework Agreement has been entered into, the Seller complies with its obligation to issue and send the electronic invoice by its sending to the following e-mail address (--to be completed if the Framework Agreement has been entered into). If the Purchaser requires these documents to be sent to some other e-mail addresses as well, they shall send this requirement to the Seller in advance in writing. This request must be signed by a person duly empowered to act on behalf of the Purchaser and must be delivered to the Seller at least 7 working days in advance. If a Framework Agreement is not concluded between the Purchaser and the Seller, the Seller shall fulfil its obligation to issue and send the document electronically by sending it to the email address specified in the order or communicated in writing to the Seller in at least an email message. In such a case, the Purchaser is obliged to deliver to the Seller - on request of the Seller - a written consent to sending of documents to the specified e-mail address signed by a person authorized to act on behalf of the Purchaser.

11. COMMUNICATION

11.1 Unless otherwise specified in the Framework Agreement or in these General Business Terms, any communication between the Contractual Parties concerning this Framework Agreement and/or separate orders, shall be in writing and shall be served to the other Contractual Party either by personal delivery, by registered mail, fax or e-mail at the following addresses:

(a) For the Seller :
ČEPRO, a.s.
Dělnická 213/12, Holešovice, 170 00 Prague 7
phone: 221 968 111, fax: 221 968 300
e-mail: ceproas@ceproas.cz
to the attention of: [to be completed in case of closed Framework Agreement].

(b) For the Purchaser
The company head office as specified in the Excerpt from the Commercial

Register

11.2 The Contractual Parties may change their contact information by serving a written notice to the other Contractual Party at least five (5) working days in advance. If a document is delivered by fax or e-mail (except orders), the original of such document must always be delivered to the other Contractual Parties either by personal delivery or by registered mail. This does not apply to documents sent by electronic mail if these documents are properly signed by a valid electronic signature in accordance with special legal regulations.

12. CHANGE OF GBT

12.1 The Seller reserves the right to amend these General Business Terms (GBT) without prior consent of the other Contractual Party. The new version of the GBT will be published on the Internet address <https://www.ceproas.cz/produkty-a-sluzby> and if there is a Framework Agreement is concluded between the Purchaser and the Seller, the Seller shall notify the Purchaser of change of GBT by e-mail to the e-mail address provided in the Framework Agreement. The notice according to the previous sentence shall contain the new version of the GBT and/or a reference to the repository in which the new wording of the GBT is located and from which the Purchaser is allowed to view and store the new GBT. If the Purchaser disagrees with the amendment of these GBT, they may terminate the Framework Agreement in writing, within 15 days following receipt of suggested amendment of GBT. The termination period in such case is 1 week and starts at the delivery of the written notice to the Seller. By expiry of 15 days following receipt of amended GBT, the new wording of the GBT becomes binding for both Contractual Parties and the Contractual Parties undertake to observe this new GBT wording. From this moment on the GBT shall also apply to contractual relationships based on the Framework Agreement, which started before the date of publishing of these new GBTs. <https://www.ceproas.cz/produkty-a-sluzby>

13. ADDITIONAL ARRANGEMENTS

13.1 The fiction of delivery for mail consignments pursuant to provisions of § 573 of the Act number 89/2012 Coll., Civil Code, shall not apply.

13.2 The Contractual Parties expressly agree that business practices related to performance of this Agreement shall not prevail over the Framework Agreement, GBT and/or applicable laws.

13.3 The Purchaser may not transfer any of their rights and obligations from the Framework Agreement or General Business Terms (both completely or partially) to third parties.

13.4 Neither of the Contractual Parties may implement any of its rights from the Framework Agreement or General Business Terms into any securities.

- 13.5 Delivery modes specified in the Framework Agreement, GBT and their Schedules are based on the Incoterms 2010 conditions. Both Contractual Parties acknowledge to be familiar with these Incoterms terms and agree with their use for purposes of this Agreement and related performance.
- 13.6 In case of change of identification data of Contractual Parties hereto, including information in Schedules, forming an integral part of this Agreement, the Contractual Party, on the side of which there has been a change, shall immediately notify the other Contractual Party in writing of such change or amendment. If no notification is given, the "old" data are still valid and the Contractual Party, which failed to notify the other Contractual Party, is fully liable for any damage caused to the other Contractual Party in connection with such breach.
- 13.7 The Purchaser expressly consents to being sent business communication by the Seller on their e-mail address, fax number or mobile phone number provided to the Seller after concluding this Agreement.
- 13.8 The Parties, guided by good faith in the effectiveness of the contractual relationship established by the order accepted by the Seller, have agreed that if, with reference to the order, from the moment of its validity until its effective date, they provide each other any performance corresponding to the subject of the order, the rights and obligations stipulated by the GBT and the Framework Agreement (if such agreement is concluded between the Contractual Parties) shall apply. This arrangement applies solely to performance provided with an explicit reference to an order accepted by the Seller and / or if there is no doubt that such performance is provided by a Contractual Party based on an order accepted by the Seller.

14. COMPLIANCE CLAUSE

- 14.1 The Contractual Parties undertake to act in a legal way and adopt measures to prevent occurrence of reasonable suspicion that a criminal act was committed and/or to prevent the actual committing of the criminal act (including assistance in criminal act) pursuant to the Act number 418/2011 Coll., on criminal liability of legal persons, and proceedings against them. The Contractual Parties also undertake to adopt measures to prevent criminal act committing by natural persons (including their employees) and to prevent criminal investigation of the legal entity of the Contractual Party or its employees. The relevant Contractual Party declares that it has read the Code of Business Conduct of ČEPRO, a.s. company for business partners and the public, as amended (hereinafter the "Ethics Code") and undertakes to observe it at its own expense and responsibility in fulfilling its obligations arising from this Agreement. The Ethics Code, as amended, is published on the website of ČEPRO, a.s. www.ceproas.cz. ČEPRO, a.s. is entitled to unilaterally amend the Ethics Code as of December 31 of the relevant calendar year, while the amended Ethics Code will always be published on the above-mentioned web pages as of this date. Obligations arising from the Ethics Code shall apply in particular to any criminal offenses such as taking bribes, indirect bribery, bribery and money laundering crimes. The concerned Contractual Party shall immediately notify the other Contractual Party if it becomes subject of criminal investigation regardless the compliance with any statutory reporting obligations.
- 14.2 The Contractual Parties undertake and declare that they comply and will comply for the entire duration of this Agreement with criteria and standards of behaviour of ČEPRO, a.s.

company, which are published at <https://www.ceproas.cz/vyberova-rizeni> and ethical principles and are a part of the Ethics Code of ČEPRO, a.s. company.

15. CONTRACT REGISTER CLAUSE

15.1 The Contracting Parties represent that the order is made and the contractual relationship established by the order is entered into in the ordinary course of business within the scope of the Seller's business or activity and thus fulfils the exemption from publication in the register of contracts pursuant to the Act on Register of Contracts referred to in § 3 paragraph 2, letter q) of the Act on Register of Contracts.

15.2 In the event that the order stipulated in a previous paragraph is subject to publication in the Register of Contracts according to the Act on Register of Contracts, the Contracting Parties agree that the publication of this order including its amendments in the Register of Contracts shall be ensured by the Seller, in accordance with the Act on Register of Contracts. In the event that the order, including its amendments and/or additions is not published in the Register of Contracts by the Seller within the deadline and in the format according to the Act on the Register of Contracts, the counterparty shall invite the Purchaser in writing by e-mail (ceproas@ceproas.cz) to remedy the problem. The Purchaser hereby waives the right to publish an order including any amendments and/or additions in the Register of Contract or to correct an already published order including any additions and / or additions in accordance with § 5 of the Contract Register Act. In the event of a violation of the prohibition of the publication or amendment of the order, including its amendments and/or additions in the Register of Contracts by the Purchaser, the Seller is entitled to require the Purchaser to pay a contractual fine of CZK 100,000 which is payable within 15 days from the date of delivery of the call for payment to the Purchaser. If the Purchaser requests to anonymize data in the order that fulfil the exception from the obligation to publish in the sense of Act on Register of Contracts, then the Purchaser is obliged to specify the data including the justification of their anonymization within 48 hours from sending the email confirming the delivery of the Purchaser's order in writing by e-mail sent to ceproas@ceproas.cz. By expiry of this period, the Purchaser consents to disclosure of the order in full or with anonymization of data that, in the opinion of the Purchaser, fulfil the statutory exemption from disclosure under the Act on the Register of Contracts - e-mail: ceproas@ceproas.cz.

Effective date of these GBTs is 17 February 2020.