

**AGREEMENT ON THE OPENING AND MAINTENANCE OF AN ACCOUNT IN THE  
REGISTRY FOR TRADING GREENHOUSE GAS EMISSION ALLOWANCES**

**Article 1  
Contracting Parties**

**OTE, a.s.**

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

Company ID No.: 26463318

VAT ID No.: CZ26463318

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

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

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

account No.: 35-4544560207/0100

(hereinafter referred to as the “Registry Administrator” or “OTE, a.s.”)

and

[...]

with its registered office at [...]

Company ID No.: [...]

VAT ID No.: [...]

registered in the Commercial Register maintained by the [...] Court in [...], Section [...], Insert [...]

represented by: the [...] listed below

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

account No.: [...]

(hereinafter referred to as the “Account Holder”)

(the Registry Administrator and the Account Holder each individually hereinafter referred to as a “Contracting Party” and jointly as the “Contracting Parties”)

entered, on the day, month and year stated below, this agreement on the opening and maintenance of an account in the registry for trading greenhouse gas emission allowances pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “Agreement”):

**Article 2  
Preamble**

**2.1** Directive 2003/87/EC of the European Parliament and of the Council of 13 October 2003 establishing a scheme for greenhouse gas emission allowance trading within the Community and amending Council Directive 96/61/EC, as amended, imposes on Member States of the European Union the obligation to ensure the establishment and maintenance of a registry in order to ensure accurate accounting of the issue, holding, transfer and cancellation of greenhouse gas emission allowances.

**2.2** Section 5 of Act No. 383/2012 Coll., on the conditions for trading greenhouse gas emission allowances, as amended, which implements the directive referred to in the preceding paragraph (hereinafter the “Act”), provides that the national administrator of the registry, the Union

Registry under the Regulation, for trading greenhouse gas emission allowances (hereinafter the “Registry”) is the market operator established pursuant to Act No. 458/2000 Coll., on business conditions and the exercise of state administration in the energy sectors and amending certain acts (the Energy Act), as amended, i.e. OTE, a.s. The Act further defines the activities and related rights and obligations of the Registry Administrator as well as other persons participating in the greenhouse gas emission allowance trading scheme.

- 2.3** Commission Delegated Regulation (EU) 2019/1122 of 12 March 2019 supplementing Directive 2003/87/EC of the European Parliament and of the Council as regards the functioning of the Union Registry, as amended (hereinafter the “Regulation”), lays down the general requirements for the operation and maintenance of the Union Registry as defined in the Regulation.
- 2.4** The Ministry of the Environment exercises state administration to the extent provided by the Act and by European Union legislation.
- 2.5** The Registry Administrator administers the Registry in accordance with the Act and the relevant European Union legislation and performs the activities under the Agreement for a price that is published in accordance with the Regulation.

### **Article 3**

#### **Definitions and Terms**

- 3.1** The following terms and abbreviations have the meanings assigned to them below in the Agreement and its annexes:
  - a)** ISR – the information system of the Registry,
  - b)** Civil Code – Act No. 89/2012 Coll., the Civil Code, as amended,
  - c)** Business Terms and Conditions – the Business Terms and Conditions for the Information System of the Registry for Trading Greenhouse Gas Emission Allowances, as currently effective and published at <https://www.povolenky.cz/>,
  - d)** Permit – a decision authorising emissions from an installation or part thereof and setting the conditions for their monitoring, reporting and verification, or a permit for the supply of fuels under the Act,
  - e)** Allowances – emission units/quotas used within the European Union Emissions Trading System (EU ETS), corresponding to the right to emit into the atmosphere the equivalent of 1 tonne of carbon dioxide,
  - f)** Registry Committee – the joint governing body composed of representatives of the Ministry of the Environment and representatives of the Registry Administrator,
  - g)** Registry Administrator’s Website – the website <https://www.povolenky.cz/>, and
  - h)** Authorised Representative – persons authorised by the Account Holder with the right to operate the relevant account in accordance with the Regulation.
- 3.2** Unless otherwise provided in the Agreement, the terms and abbreviations used in the Agreement shall be interpreted in accordance with the Civil Code, the Act and other relevant legal regulations.

### **Article 4**

#### **Subject Matter of the Agreement**

- 4.1** The subject matter of the Agreement is the paid opening and maintenance of an account in the Registry for the Account Holder by the Registry Administrator for the purpose of enabling the Account Holder to trade in Allowances, in particular accurate accounting of the issue, holding, transfer and cancellation of Allowances, all in accordance with the Act, the Regulation and other relevant legal regulations.

**4.2** The Business Terms and Conditions of the ISR, which constitute Annex No. 2 to the Agreement, form an integral part of the Agreement. The Registry Administrator is entitled to unilaterally amend the Business Terms and Conditions of the ISR or supplement them with new provisions in accordance with the procedure set out in the Business Terms and Conditions of the ISR and the Agreement. The wording of amendments and supplements and/or the complete wording of the amended or newly issued version of the Business Terms and Conditions of the ISR shall be notified by the Registry Administrator to the Account Holder by publication on the Registry Administrator's Website or in another appropriate manner, no later than on the effective date of such amendment. If an amendment to the Business Terms and Conditions of the ISR results in a deterioration of the existing conditions for the Account Holder and unless legal regulations provide otherwise, then if the Account Holder does not agree with the new wording of the Business Terms and Conditions of the ISR, the Account Holder is entitled to terminate the Agreement with a notice period of 1 (one) month, which shall commence on the first day of the calendar month immediately following the calendar month in which the written notice was delivered to the other Contracting Party, unless the Contracting Parties agree on an earlier termination of the Agreement.

## **Article 5**

### **Rights and Obligations of the Contracting Parties**

**5.1** The rights and obligations of the Contracting Parties not regulated in the Agreement or its annexes shall be governed by generally binding legal regulations, in particular the Civil Code, the Act and the Regulation.

**5.2** Rights and obligations of the Registry Administrator:

- a)** the Registry Administrator is bound by the decisions of the Registry Committee and is in particular obliged to comply with the Business Terms and Conditions of the ISR,
- b)** after approval by the Registry Committee, the Registry Administrator determines the prices charged by the Registry Administrator to Account Holders,
- c)** the Registry Administrator is obliged to activate the account in the Registry and thereby enable the Account Holder to transfer Allowances at the moment when the Account Holder fulfils the conditions for opening an account in the Registry laid down by legal regulations, the Agreement and the effective wording of the Business Terms and Conditions of the ISR, and
- d)** the Registry Administrator is entitled at any time to immediately suspend access to the account in the Registry and, at the same time, withdraw from the Agreement due to the Account Holder's failure to fulfil obligations arising from the Agreement and/or the Business Terms and Conditions of the ISR and/or legal regulations.

**5.3** Rights and obligations of the Account Holder:

- a)** the Account Holder and the Authorised Representatives are bound by the decisions of the Registry Committee and are in particular obliged to comply with the Business Terms and Conditions of the ISR, the Agreement, and to pay the prices pursuant to Article 7 of the Agreement charged by the Registry Administrator to Account Holders and discussed by the Registry Committee,
- b)** the Account Holder and the Authorised Representatives are obliged to maintain confidentiality and implement security measures in relation to user names, other access credentials and access to the Registry Administrator's Website and the Registry itself. In exercising rights and obligations under the Agreement they shall comply with the relevant provisions of the Regulation, the Act, the Agreement, the Business Terms and Conditions of the ISR and the manuals,
- c)** the Account Holder shall bear all costs incurred by the Account Holder in connection with the Agreement and access to the Registry, i.e. in particular the costs of secure access to the Registry and any necessary adjustments on the part of the Account Holder and its information system.

For the avoidance of doubt, the Account Holder is not entitled to reimbursement of any costs under the preceding sentence by the Registry Administrator,

- d) the Account Holder and the Authorised Representatives are obliged to protect all data, information, records, communications, documents, etc. obtained through access to the Registry in accordance with Article 12 of the Agreement,
- e) the Account Holder and the Authorised Representatives are obliged to inform the Registry Administrator without delay of all facts that could affect performance of the Agreement, in particular of (i) the commencement of insolvency proceedings concerning the Account Holder's insolvency or threatened insolvency and the manner of its resolution, (ii) the issuance of a decision on liquidation of the Account Holder, and (iii) the fact that any international sanctions apply to the Account Holder, including in particular, but not exclusively, international sanctions under aa) Act No. 69/2006 Coll., on the implementation of international sanctions, as amended, bb) other generally binding legal regulations, cc) directly applicable European Union legislation, and dd) international treaties, agreements, conventions or other bilateral or multilateral legal acts binding on the Czech Republic (jointly hereinafter "International Sanctions").

## **Article 6**

### **Information System of the Registry**

- 6.1** The operation of the ISR is governed by the Regulation. Further details on the operation of the ISR are set out in the Business Terms and Conditions of the ISR.

## **Article 7**

### **Prices Charged by the Registry Administrator to Account Holders, Payment Terms and Invoicing Terms**

- 7.1** The method of determining the prices charged by the Registry Administrator to Account Holders and their publication are set out in the Business Terms and Conditions of the ISR.
- 7.2** Payment terms and invoicing terms are set out in the Business Terms and Conditions of the ISR.
- 7.3** In accordance with Act No. 235/2004 Coll., on value added tax, as amended, the Account Holder agrees that tax documents for the prices charged by the Registry Administrator may be issued in electronic form.

## **Article 8**

### **Default Interest**

- 8.1** For each commenced day of delay in fulfilling a monetary debt under the Agreement, the creditor has the right to require the Contracting Party in default with payment to pay default interest on the outstanding amount at the rate laid down by generally binding legal regulations.
- 8.2** If a Contracting Party pays default interest on an outstanding amount that was invoiced without justification, the interest shall be returned within 10 business days after this fact has been proven.

## **Article 9**

### **Dispute Resolution**

- 9.1** The Contracting Parties shall make reasonable efforts to settle any disputes arising from the Agreement amicably.
- 9.2** If no amicable settlement of a dispute is reached, either Contracting Party may bring an action before the ordinary court having local jurisdiction over the Registry Administrator. This change in the local jurisdiction of the court is agreed by the Contracting Parties within the meaning of Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended.
- 9.3** The Contracting Parties exclude any arrangement for the resolution of disputes arising from the Agreement other than that set out in the Agreement and the Business Terms and Conditions of the ISR.

## **Article 10**

### **Prevention of Damage and Compensation for Damage**

- 10.1** The conditions of liability of the Contracting Parties for harm caused as a result of breach of the Agreement, including its annexes, are regulated in the Agreement and the Business Terms and Conditions of the ISR; compensation for harm shall be governed by the relevant provisions of the Civil Code, the Business Terms and Conditions of the ISR and the following agreements of the Contracting Parties.
- 10.2** The Contracting Parties undertake to inform each other of all facts of which they are aware that could lead to damage or non-material harm and to endeavour to avert impending damage and non-material harm.
- 10.3** The Contracting Parties are entitled to claim compensation for harm caused to them by breach of an obligation by the other Contracting Party even where the obligation breached is secured by a contractual penalty. The entitled Contracting Party may claim compensation for harm exceeding the contractual penalty.
- 10.4** The Account Holder is obliged to compensate the Registry Administrator for material and non-material harm and to reimburse lost profit incurred because of the Account Holder's breach of an obligation. Damage shall also include the imposition of a fine by a public authority as well as claims of third parties successfully asserted in connection with the Account Holder's breach of the Agreement.
- 10.5** The Registry Administrator shall be liable solely to the extent corresponding to the amount of so-called actual damage caused intentionally or through gross negligence to the Account Holder, and the Registry Administrator shall be obliged to compensate the Account Holder for such damage. The Registry Administrator shall not be liable for Account Holder's lost profit, for harm caused, even partly, by Account Holder's fault, nor for recourse claims for the payment of contractual penalties and other sanctions, or indirect and consequential harm. The extent of foreseeable aggregate harm that could arise as a result of breach of the Registry Administrator's obligations under the Agreement in connection with events occurring within one calendar year, and the maximum amount of compensation for harm that may be provided by the Registry Administrator to the Account Holder for one calendar year, are set out in the Business Terms and Conditions of the ISR.
- 10.6** The Registry Administrator provides no warranty to the Account Holder for the proper functioning of the Registry. For the avoidance of doubt, the Registry Administrator is not liable for the availability, stability, speed, response time or any other functional parameter of the Registry. The Registry Administrator is not liable for any harm caused to Account Holder as a result of operational problems with the Registry (e.g. its unavailability or instability). The Account Holder further acknowledges that the Registry or parts thereof may be shut down suddenly without prior notice due to failure or other unforeseen circumstances, and the Account Holder shall be informed of such shutdown if technical conditions allow. During a shutdown under the preceding sentence, the Account Holder has no access to the Registry and is not enabled to send and download data or make any changes to data contained in the Registry.

- 10.7** The Contracting Parties exclude any arrangement of the Contracting Parties' liability for harm caused because of breach of the Agreement, including its annexes, other than that set out in the Agreement and the Business Terms and Conditions of the ISR.
- 10.8** In accordance with Section 630(1) of the Civil Code, the Contracting Parties agree that the limitation period for all claims of the Registry Administrator against the Account Holder under the Agreement shall be five years. The Account Holder expressly agrees with the arrangement under the preceding sentence.

## **Article 11**

### **Communication**

- 11.1** The Contracting Parties have specified in Annex No. 1 to the Agreement:
- a)** the Account Holder's contact person authorised to communicate with the Registry Administrator. This concerns primarily the contractual area, meaning in proposals for amendments to the Agreement, including its annexes. The contact details of this person are set out in Annex No. 1 to the Agreement. If the Account Holder decides that this person will be authorised to make amendments to the Agreement, the power of attorney for this person shall also form part of the Agreement,
  - b)** a contact person for each individual installation if the Account Holder is the operator of one or more installations, and
  - c)** at least two Authorised Representatives for each account of the Account Holder. If the Account Holder decides to appoint more Authorised Representatives for individual accounts, these representatives are also listed in Annex No. 1 to the Agreement.

## **Article 12**

### **Confidentiality**

- 12.1** The Contracting Parties mutually undertake that all information, data, records, communications, documents, etc., in any form and regardless of whether they are marked as confidential and regardless of their financial or any other value, contained in the Agreement or made available or disclosed to them in any way in connection with the Agreement, including information provided at in-person or remote meetings and during telephone calls (hereinafter "Confidential Information"), shall be treated as confidential and therefore kept secret; the Contracting Parties undertake not to use it for purposes other than performance of the Agreement, to protect it from leakage and disclosure, and not to disclose it to third parties without the prior written consent of the authorised Contracting Party until such information becomes generally available to the public without breach of the Agreement by the informed Contracting Party. The Contracting Parties shall not disclose Confidential Information to any person other than their professional advisers and employees designated to perform activities under the Agreement, unless otherwise provided in the Agreement. The Contracting Parties should reasonably limit the number of employees having contact with Confidential Information and adopt effective measures to prevent leakage of Confidential Information.
- 12.2** The obligation under paragraph 0 of this Article of the Agreement shall not apply to information that is publicly accessible or whose disclosure is requested by a court, public prosecutor's office or materially competent state or administrative authority based on valid legislation.
- 12.3** If a Contracting Party breaches the obligation under paragraph 0 of this Article of the Agreement, it shall be obliged to pay the other Contracting Party, for each breach of this obligation, a contractual penalty of CZK 200,000 (in words: two hundred thousand Czech crowns). The contractual penalty is payable based on an issued tax document within 15 (fifteen) calendar days from the assertion of the contractual penalty by the Contracting Party by means of a written

demand for payment of the contractual penalty delivered to the Contracting Party that breached the obligation under paragraph 0 of this Article of the Agreement.

- 12.4** The Account Holder is aware that access to information arising from the Agreement (including Confidential Information) is also held by suppliers of the Registry Administrator and the Registry operator, and that these suppliers also regard such information as confidential.

### **Article 13**

#### **Term and Termination of the Agreement**

- 13.1** A fundamental condition for the formation of the Agreement is acceptance of its proposal by the other Contracting Party without any reservations, additions, deviations or limitations. If the Account Holder does not deliver the signed draft Agreement to the Registry Administrator within 30 days from the date it was sent to the Account Holder, the Registry Administrator is not obliged to enter into the Agreement in the originally proposed wording. A further condition for the formation of the Agreement is that it be concluded in written form, with the signatures of the authorised representatives of the Contracting Parties on a single instrument. The above conditions also apply to the conclusion of amendments to the Agreement.
- 13.2** The Agreement is concluded for an indefinite period and becomes valid and effective on the date of signature by both Contracting Parties.
- 13.3** The Contracting Parties acknowledge that the Agreement is not subject to the obligation of publication in the register of contracts within the meaning of Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of such contracts and the register of contracts (the Act on the Register of Contracts), as amended.
- 13.4** The Registry Administrator may withdraw from the Agreement in the following cases, unless legal regulations provide otherwise:
- a)** failure by Account Holder to fulfil obligations arising from the Agreement and/or the Business Terms and Conditions of the ISR and/or legal regulations,
  - b)** for reasons and in accordance with the relevant provisions of the Business Terms and Conditions of the ISR,
  - c)** any International Sanctions apply to the Account Holder,
  - d)** the Account Holder causes harm to the Registry Administrator intentionally or through gross negligence,
  - e)** the Account Holder breaches the obligation to protect Confidential Information under Article 12 of the Agreement,
  - f)** loss of any authorisation, especially public-law authorisation, or any possibility of the Account Holder to conclude and perform the Agreement,
  - g)** a finding of Account Holder's insolvency, and
  - h)** the issuance of a decision on the liquidation of the Account Holder.
- 13.5** Withdrawal from the Agreement and termination by notice may be made only in writing. In the event of withdrawal, the Agreement terminates on the date of delivery of the written expression of will withdraw from the Agreement to the Account Holder (ex nunc).
- 13.6** Termination of the Agreement shall not affect any right of either Contracting Party arising in connection with a breach of the Agreement by the other Contracting Party prior to termination of the Agreement, nor rights and obligations of the Contracting Parties that accrued during its term (e.g. the claim to payment of a contractual penalty, compensation for harm, default interest).
- 13.7** Either Contracting Party may terminate this Agreement by written notice. The notice period is 1 (one) month, commencing on the first day of the month of the calendar following delivery of the notice to the other Contracting Party.

- 13.8** The Agreement may also be terminated by mutual agreement of both Contracting Parties. The agreement on termination of the Agreement must be in writing.
- 13.9** Further rights and obligations concerning termination of the Agreement are regulated in the Business Terms and Conditions of the ISR.

## **Article 14**

### **Final Provisions**

- 14.1** The Agreement and all legal relationships of the Contracting Parties based on, related to or arising from it shall be governed by the laws of the Czech Republic, in particular the Civil Code, the Act and the Regulation. The language of communication is Czech.
- 14.2** As of the date of termination of the Agreement, all rights and obligations of the Contracting Parties arising from this Agreement shall cease, except for those obligations contained in its provisions whose nature implies that they are to continue.
- 14.3** The provisions concerning protection of Confidential Information, processing of personal data, settlement of mutual claims and obligations, compensation for harm, contractual penalties and dispute resolution shall remain in force even after the Agreement ceases to be effective.
- 14.4** The Agreement may be amended and supplemented only in writing, by legal acts of the Contracting Parties expressly designated as amendments to the Agreement with the signatures of persons authorised to act on behalf of the Contracting Parties on the same instrument; amendment in any other form is excluded. The arrangement under the preceding sentence does not apply to Annex No. 1 to the Agreement, which the Account Holder is entitled to amend unilaterally. The arrangement under the first sentence of this paragraph also does not apply to Annex No. 2 to the Agreement, which the Registry Administrator is entitled to amend or supplement unilaterally in accordance with the procedure set out in the Business Terms and Conditions of the ISR. If the Account Holder does not deliver the signed draft amendment to the Registry Administrator within 30 days from the date it was sent to the Account Holder, the Registry Administrator is not obliged to conclude the amendment in the originally proposed wording.
- 14.5** Rights and obligations not expressly regulated in the body of the Agreement shall be governed by the Business Terms and Conditions of the ISR, which constitute Annex No. 2 to the Agreement. Annex No. 2 is available in electronic form on the Registry Administrator's Website. By signing the Agreement, the Account Holder confirms that it received the Business Terms and Conditions of the ISR sufficiently in advance before signing the Agreement, became thoroughly acquainted with their content and all their provisions, agrees with their wording, undertakes to comply with them and to ensure their compliance by persons authorised or otherwise empowered by the Account Holder, or by the Account Holder's contractual partners. If the text of the Agreement contains an arrangement that differs from or conflicts with the wording of the Business Terms and Conditions of the ISR, the differing provision of the Agreement shall prevail over the wording of the Business Terms and Conditions of the ISR.
- 14.6** If any provisions of the Agreement are superseded by new legislation, the Contracting Parties undertake to replace the affected provision of the Agreement with a new provision resulting from the new legislation, or to agree on a provision that most closely corresponds to the purpose the Contracting Parties intended when formulating the Agreement. The remaining provisions of the Agreement shall remain unchanged in such a case.
- 14.7** The Contracting Parties do not wish any rights and obligations beyond the express provisions of the Agreement to be inferred from past or future practice established between the Contracting Parties or from customs generally observed or observed in the sector relating to the subject matter of performance of the Agreement, unless expressly agreed otherwise in the Agreement. In addition to the above, the Contracting Parties confirm that they are not aware of any commercial customs or practices established between them to date.

- 14.8** If any provision of the Agreement becomes invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of the remaining provisions of the Agreement, unless it follows from the Agreement that such provision cannot be separated from the rest of the content of the Agreement or its annexes. If any provision of the Agreement becomes invalid, ineffective or unenforceable and is separable from the rest of the content of the Agreement, the Contracting Parties undertake to replace such provision without undue delay with a new provision having the same or similar purpose.
- 14.9** If either Contracting Party at any time or repeatedly does not require performance under the Agreement, this shall in no case affect its rights to enforce such performance. Failure by either Contracting Party to exercise any right, entitlement or remedy under the Agreement, or any delay in exercising them, shall not be construed as a waiver of such rights, entitlements or remedies. If one Contracting Party waives a breach of any provision of the Agreement, this shall not be understood as a waiver of future breaches of these provisions by the Contracting Party or other breaches of other provisions of the Agreement. Procedures under this provision shall also not be considered usage or commercial custom.
- 14.10** The Contracting Parties expressly exclude the application of the following provisions of the Civil Code to the Agreement: Section 557, Section 1726 second sentence, Section 1757(2), Sections 1764 to 1766, Sections 1793 to 1795, Section 1796, Sections 1799 and 1800, Sections 2004 and 2005(1), and Section 2050. Unless otherwise agreed in the Agreement, a response by either Contracting Party to a proposal (offer) of the other Contracting Party with an addition, reservation, limitation, modification or deviation shall not constitute acceptance of the offer within the meaning of Section 1740(3) of the Civil Code, even if it does not substantially alter the terms of the offer or the Agreement.
- 14.11** The Contracting Parties undertake, when processing personal data, to proceed in accordance with Act No. 110/2019 Coll., on the processing of personal data, as amended, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter “GDPR”), and the relevant implementing regulations. The Registry Administrator processes personal data provided by the Account Holder or its subcontractors on the basis of the relevant legal regulation for the purpose of fulfilling rights and obligations arising from the Agreement or arising in connection with the Agreement and further for the purpose of exercising its competence under the Act and the Regulation, in the applicable wording, and related valid legal regulations. The Contracting Party transferring personal data within the meaning of Article 4(1) GDPR (hereinafter “Personal Data”) shall ensure fulfilment of all conditions necessary for the transfer of Personal Data vis-a-vis data subjects in accordance with GDPR, in particular by informing data subjects that specific Personal Data have been transferred to the receiving Contracting Party for the purpose of performance of the Agreement. If the receiving Contracting Party is the Registry Administrator, the Account Holder shall also acquaint the data subjects with the conditions for processing Personal Data published on the Registry Administrator’s website at <https://www.ote-cr.cz/cs/ospolecnosti/ochrana-osobnich-udaju>.
- 14.12** Both Contracting Parties fully accept the integral parts of the Agreement, which are the following annexes:
- a)** Annex No. 1 – Representatives for communication; this annex includes verification of the identity (verified signatures) of the Authorised Representatives for individual accounts,
  - b)** Annex No. 2 – Business Terms and Conditions of the ISR approved by the Registry Committee; this annex is published in approved form by the Registry Administrator on the Registry Administrator’s Website (<https://www.povolenky.cz>),
- 14.13** The Agreement is executed in 2 counterparts, each Contracting Party receiving one counterpart.
- 14.14** The Contracting Parties declare that they have thoroughly familiarised themselves with the content of the Agreement, understood its content and are not aware of any obstacles, claims of

third parties or other legal defects that would prevent its conclusion or cause its invalidity. In witness whereof, the authorised representatives of the Contracting Parties affix their signatures.

Za OTE, a.s.:

Za [...]:

V Praze, dne [...]

V [...], dne [...]

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

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

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

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