**LEGAL SERVICE AGREEMENT**

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| **Eversheds Sutherland (Germany) Rechtsanwälte Steuerberater Solicitors Partnerschaft mbB** (registered with the partnership register (*Partnerschaftsregister*) of the local court (*Amtsgerichts*) of Munich under PR 1947), Königsallee 53-55, 40212 Düsseldorf |
|  | - hereinafter referred to as "**Eversheds Sutherland**" - |

and

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| **MERO ČR a.s.**, Veltruska 748, 27801 Kralupy nad Vlt., Czech Republic |
|  | - hereinafter referred to as "**Client**" - |

hereby conclude the following Legal Service Agreement:

1. **Information on Eversheds Sutherland (Germany) Rechtsan­wälte Steuerberater Solicitors Partnerschaft mbB**

Eversheds Sutherland (Germany) Rechtsanwälte Steuerberater Solici­tors Partnerschaft mbB is a partner­ship with limited professional liability (*Partnerschaft mit beschränkter Be­rufs­haftung*) according to German law with its registered office at Brien­ner Strasse 12, 80333 Munich, and registered in the partnership register (*Partnerschaftsregister*) of the local court (*Amtsgericht*) of Mu­nich under PR 1947.

1. **Scope of work**

Eversheds Sutherland shall provide legal advice to the Client in the mat­ter specified below. To the extent that the matter is not limited to providing legal advice only to the Client, Eversheds Sutherland shall also represent the Client vis-à-vis third parties.

**Advising on agreement on the TAL intensification plan between MERO ČR, a. s., MERO Germany GmbH and Deutsche Transalpine Ölleitung GmbH**

Limitation of the scope of work of the legal advice to be provided by Ever­sheds Sutherland and, to the extent agreed, also the legal representa­tion: **accounting, building, commercial, environmental, financial, insurance, taxation or technical matters**

* 1. In the event of representation of the Client before the courts, Eversheds Sutherland shall only be entitled to file an appeal or to pursue a legal remedy if Eversheds Sutherland re­ceived from the Client and accepted a respective explicit assignment.
	2. Eversheds Sutherland’s fee for ren­dering its services with the Client is agreed upon in a separate agree­ment, attached hereto as a **Sche­dule**.
1. **Contractual Relationship only with Eversheds Sutherland**
	1. The contractual relationship of the Client is only with Eversheds Suther­land and not with any individual member of Eversheds Sutherland nor with any of Eversheds Suther­land’s employees, consultants or agents.
	2. Subject to the specific circumstances of an individual mandate Eversheds Sutherland may ask the Client to provide a power of attorney directly to all, some or one individual part­ner(s), its employees or consultants (each an "**Individual**"). This may in particular be the case if Eversheds Sutherland shall represent the Client in civil law proceedings before dis­trict courts (*Landgerichte*) or courts of appeal (*Oberlandesgerichte*) or in any other procee­dings for which the Client manda­to­rily has to be represented by a law­yer who is admitted to practice be­fore German courts. Each Individual shall only act as Eversheds Suther­land’s agent (*Erfüllungsgehilfe*) with respect to the contractual relation­ship that Eversheds Sutherland has with the Client and under which Eversheds Sutherland is obliged to do any such things that may be done by an Indi­vidual under a power of at­torney granted by the Client.
	3. Notwithstanding the foregoing, Ever­sheds Sutherland shall act for the Client strictly on the basis that the Client agrees that any claims that the Client may have in respect of loss or damage suffered by the Client will be made against Eversheds Sutherland and not against any of Eversheds Sutherland’s partners, Eversheds Sutherland’s employees, Eversheds Sutherland’s consultants, or agents.

1. **Limitation of Liability**
	1. **The aggregate liability of Eversheds Sutherland and/or the liability of Ever­sheds Sutherland’s partners, em­ployees, representatives and agents (*Erfüllungsgehilfen*) shall be limited to a maximum amount of EUR 10,000,000 (ten million Euros) in case of simple negli­gence (*einfache Fahr­lässigkeit*), unless Eversheds Sutherland has** **agreed in writing with the Client a different amount of liability. This limita­tion of liability shall not apply to the extent that it constitutes a limitation or exclu­sion of liability for death, per­sonal injury or health caused by simple negli­gence.**
	2. Notwithstanding the provisions of this section ‎4.1, claims for loss or damage arising out or in connection with the legal advice shall only be as­serted against Eversheds Suther­land and not against any individual or other body.
	3. The Client may request a higher limit of liability provided that (a) it does so in advance of Eversheds Sutherland beginning work on that matter and (b) such higher limit is documented and agreed in writing and (c) ade­quate insurance coverage is obtained before Eversheds Sutherland begins to work on the matter and (d) the Client has borne the costs for such addi­tional insurance coverage.
2. **Duty to cooperate for Client**

Close cooperation between the Client and Eversheds Sutherland, as well as complete information and knowledge about all relevant facts, are funda­mental pre­requisites for a successful provision of the services in connec­tion with the matter assigned to Eversheds Sutherland. The Client shall promptly provide Ever­sheds Sutherland with all known facts (which shall be complete and accu­rate) related to the matter.

1. **[Left blank intentionally]**
2. **Confidentiality**
	1. Eversheds Sutherland has a pro­fes­sional and legal obligation to keep the affairs of clients confidential un­less the Client instructs in writing Eversheds Sutherland or consents as below to disclose such information or Ever­sheds Sutherland is compelled to dis­close it by law.
	2. The Client hereby consents that Eversheds Sutherland may share confidential information about the Client and the Client-relationship, in­cluding name, address and accoun­ting details with:
		1. any office of Eversheds Sutherland (International) LLP, Eversheds Suther­land Limited, Eversheds Suther­land (US) LLP and members of Eversheds Sutherland (Europe) Ltd. for the purpose of conflict checking, the performance of legal services and the administration of its bank ac­counts (including invoicing, taxation and banking administration, the hosting of client data and related IT support);
		2. Eversheds Sutherland’s professional indemnity insurers for the purpose of insurance matters and proceedings;
		3. Eversheds Sutherland’s auditors and other pro­fessional advisers who are sworn to professional secrecy, in­structed by Eversheds Sutherland;
		4. subcontractors and appointed ser­vice providers (some of which may also have their seats outside the Euro­pean Economic Area) to whom Eversheds Sutherland outsources ele­ments of administration (inclu­ding the administration of its bank accounts, invoicing, taxation and banking administration, the hosting of client data and related IT sup­port), in particular Eversheds Suther­land (International) LLP, its suppliers, insurers, auditors and pro­fessional advisers;
		5. authorities and courts for value added tax (“VAT”) purposes in case that the Client has its place of residence or seat and place of management out­side of Germany and no fixed estab­lish­ment in Germany to which the matter is related whereas the client expressly consents that the following information on the Client will be shared by Eversheds Suther­land: VAT identification number, seat, place of residence, address and other infor­mation required pursuant to the Ger­man VAT Act:
		6. third parties in connection with a planned merger;

provided in all cases that Eversheds Sutherland imposes a duty of con­fi­dentiality upon them, or in case of section ‎7.2.5 a statutory con­fiden­tiality obligation exists. The Client can revoke this consent at any time.

1. **Data Protection**
	1. In connection with Eversheds Suther­land’s engage­ment Eversheds Sutherland may process personal data provided to Eversheds Suther­land by the Client. Eversheds Suther­land will do so in accordance with the applicable German and Euro­pean data pro­tection laws.
	2. Eversheds Sutherland may share personal data Eversheds Sutherland holds with other offices of Eversheds Sutherland (International) LLP, Ever­sheds Sutherland Limited, Eversheds Sutherland (US) LLP, members of Eversheds Sutherland (Europe) Ltd., appointed third party advisors, ser­vice providers (some of which may also have their seats outside the Euro­pean Economic Area), Ever­sheds Sutherland’s insurers, re­ci­pients of information pursuant to section ‎7.2.5 as well as other third parties in connection with a planned merger. Such data sharing is made for the purpose of conflict clearance, administration of the client account (including invoicing, taxation and banking administration, the hosting of client data and related IT sup­port), the performance of legal ser­vices, insurance proceedings and value added tax purposes.
	3. Eversheds Sutherland will only dis­close personal data to people or or­ganisations other than those referred to in section ‎8.1 above if Eversheds Sutherland has obtained the Client’s written consent or instructions to do so, or where Eversheds Sutherland is re­quired or permitted to do so by law.
	4. Where Eversheds Sutherland trans­fers personal data to service pro­vi­ders or advisors in or outside the Euro­pean Economic Area, Eversheds Sutherland will do so on the basis that the required contractual arrange­ments are in place, they will provide appropriate technical and orga­nisa­tional measures against un­authorised or unlawful processing of this per­sonal data and its accidental loss, de­struction or damage.
2. **Communication**

Eversheds Sutherland shall be en­titled to use encrypted e-mail to communicate with the Client, if the Client supports encryption (Transport Layer Security). The Client acknowledges that commu­nications sent by unencrypted e-mail are not secure. The Client contacts Eversheds Sutherland if the Client wishes to use end-to-end encryption or use Everheds Sutherland´ secure, fully encrypted extranet facilities in relation to a specific Matter and Ever­sheds Sutherland will arrange for a cost quote to be provided and for the facilities to be put in place.

1. **EU Mandatory Disclosure Regime - DAC6 Compliance**
	1. EU Council Directive 2018/822 (“**DAC6**”) and the German imple­menting legislation (sections 138d et seq. German General Tax Act (Abgabenordnung)) requires EU-based intermediaries (such as law­yers) and in some circumstances taxpayers to report cross-border arrange­ments that have one or more of a number of specified hallmarks (characteristics of potentially ag­gressive tax planning) to their local tax authority. In the event Eversheds Sutherland considers that Eversheds Sutherland is obliged to report a cross-border arrangement under DAC6 (or other tax reporting laws that may apply to Eversheds Suther­land) to the competent local tax au­thority, Ever­sheds Sutherland will notify the Client as required by appli­cable laws. If requested by Ever­sheds Sutherland, the Client agrees to promptly provide Ever­sheds Suther­land with all information neces­sary in order to make the re­port, or provide Eversheds Suther­land with copies of all reports made by the Client or other intermediaries and any unique identification number issued by any governmental or tax­ation authority to which any such re­port has been made (if available).

Eversheds Sutherland’s assessment as to whether or not Eversheds Suther­land is obliged to make a re­port under DAC6, is undertaken by Eversheds Sutherland for their com­pliance pur­poses only. It cannot be relied upon by the Client or another intermediary as to the Client’s own reporting obli­gations under DAC6. Eversheds Sutherland is not provi­ding advice to the Client on DAC6 un­less specifically requested by the Client to do so. If the Client wishes to instruct Ever­sheds Sutherland to advise the Client on his/her reporting obligations un­der DAC6, this will need to be spe­cifically agreed with Eversheds Sutherland.

* 1. Eversheds Sutherland has no knowledge of any DAC6 internal pro­tocol or reporting processes the Client may have and therefore have no responsibility to the Client in res­pect of any failure to comply with such protocols or processes.
1. **Applicable Law**

This Legal Service Agreement shall be exclusively governed by and con­strued in accordance with the laws of the Federal Republic of Germany without regard to principles of con­flict of laws.

1. **Place of Jurisdiction**
	1. All disputes (including for the avoi­dance of doubt all non-contractual disputes) arising from or in conjunc­tion with this Legal Service Agree­ment shall exclusively be referred to the courts of Munich, if the Client is a qualified merchant (*Kaufmannn*), a corporate body under public law (*Körperschaft des öffentlichen Rechts*) or a special fund under pub­lic law (*öffentlich-rechtliches Son-dervermögen*), or if the Client does not have a general domestic place of jurisdiction (*allgemeiner Gerichts-stand*) in the Federal Repub­lic of Ger­ma­ny.
	2. Section ‎12.1 shall apply accordingly on all disputes which are based on statutory non-contractual claims.
2. **German Term**

Where a German term has been added in parenthesis after an English term, only such German term shall be decisive for the interpretation of the relevant English term whenever such English term is used in this Le­gal Service Agreement.

1. **Miscellaneous**
	1. Changes to this Legal Service Agree­ment, including this clause 14.1, need to be in writing to be effective.
	2. Should a provision of this Legal Ser­vice Agreement be or become invalid or impracticable, the validity of the remaining provisions shall not be af­fected. The same shall apply in the case of a gap in this Legal Service Agreement of which the parties had not been aware. Instead of such an invalid or impracticable provision, or in order to fill the gap, a valid and adequate provision, which – within the legal limits - comes closest to the parties’ intentions or which they would have intended according to the (economic) purpose of this Legal Service Agreement, shall be con­si­dered to have been agreed upon. This shall also apply if one of the pro­visions of this Legal Service Agree­ment should be invalid due to the in­tended scope or time of the services rendered by Eversheds Sutherland.
	3. MERO CR hereby warns Eversheds Sutherland, in accordance with Act No. 340/2015 Coll., on the special conditions for the effectiveness of certain contracts, the publication of these contracts and the register of contracts (Act on the Register of Contracts), it is a person obliged to publish the contract in the register of contracts. There are statutory exceptions from this obligation – MERO CR is not obliged to publish information containing trade secrets and personal data. Eversheds Sutherland will indicate in writing to MERO CR within 10 days of the conclusion of the Contract what information Eversheds Sutherland does do not want to have published for the above reasons.

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|  | For Eversheds Sutherland |
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| Kralupy nad Vltavou, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For MERO ČR, a.s. |  |
| (Place) (Date) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  | Ing. Jaroslav PantůčekChairman of the Board of Directors\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ing. Zdeněk DundrVice Chairman of the Board of Directors |  |

**The Client herewith gives its consent to the disclosure of information as described in sec­tion ‎7.2 above.**

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| Kralupy nad Vltavou, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For MERO ČR, a.s. |  |
| (Place) (Date) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  | Ing. Jaroslav PantůčekChairman of the Board of Directors\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ing. Zdeněk DundrVice Chairman of the Board of Directors |  |