

Contract for the provision of media services

Client's contract reference: O/23/593

Provider's contract reference:

I. PARTIES

- 1. Client: Teplárny Brno, a.s.**
Registered office: Okružní 25, 638 00 Brno
Registered in the Commercial Register maintained by the Regional Court in Brno, Section B, Entry 786
Company ID No.: 463 47 534 VAT ID No.: CZ46347534
Data box ID: d7wgmq5
Bank details: Komerční banka, a.s.
Account No.: 32606621/0100
Represented by: Ing. Petr Fajmon, MBA, Chief Executive Officer
- 2. Provider: ACCESS EU s.r.o.**
Registered office: Hvězdova 1716/2b, Nusle, 140 00 Praha 4
Registered in: Commercial Register maintained by the Municipal Court in Praha, section C, Entry 354958
Company ID No.: 11823585 VAT ID No.: CZ11823585
Data box ID: 86hgabw
Bank details: Raiffeisenbank a.s.
Account No.: 5060950/5500, IBAN: CZ245500000000005060950, SWIFT: RZBCCZPP
Represented by: Mgr. Filip Drnec, The Executive

(the Client and the Provider hereinafter individually referred to as "**Party**" or jointly as "**Parties**") enter into this contract for the provision of media campaign services (hereinafter referred to as the "**Contract**") in accordance with Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "**CC**"):

II. PURPOSE OF THE CONTRACT

The purpose of the Contract is to provide media support services in Czech media and selected Brussels media as part of the marketing of the Client and to give publicity for the hot water pipeline leading from the Dukovany nuclear power plant (hereinafter referred to as the "NPP") to the town of Brno, with the aim of the campaign being to give strong positioning to the project primarily in the European space.

III. SUBJECT OF THE CONTRACT

1. The Contract seeks to regulate the mutual rights and duties of the parties in implementing media services designed to promote the Client and the project involving a hot water pipeline from the Dukovany NPP to the town of Brno.
2. The Provider undertakes to provide the Client with the services specified in Annex 1 to the Contract in a proper and timely manner.
3. The required deliverables are also specified in Annex 1 to the Contract and are subject to acceptance by the Client.

4. The Contract also establishes the Client's duty to pay the Provider the price set out in Article V for the services duly rendered pursuant to Art. V of the Contract.

IV. PLACE AND TIME OF THE SERVICE PROVISION

1. The services shall be provided in the Czech Republic and the Kingdom of Belgium. The nature of the services permitting and with the consent of the Client, the Provider may also provide performance under the Contract remotely.
2. The Contract is entered into for a fixed term of 1 year from the date of coming into force of the Contract.
3. The Provider undertakes to provide the services at the place of performance at their own expense for the duration of the Contract and on the dates set out in the Contract, i.e. in particular to provide the individual deliverables set out under Annex 1 to the Contract on the dates set out in this Contract or in Annex 1.

V. PRICE

1. The Client undertakes to pay the Provider, in return for the services duly provided under the Contract, the total price of EUR 75.600 (in words: EUR seventyfivethousandandsixhundred) excluding VAT, VAT (21%) in the amount of EUR 15.876.
2. The price shall at all times be payable against a fiscal receipt/invoice to be issued by the Provider in accordance with this Article VI and Article VII of the Contract.
3. The total price shall be final and it must not exceed the maximum threshold; the price includes all the deliverables referred to under Annex 1. Any revision of the Total Price is possible only in the event of a change in the statutory VAT rate, based on a written amendment signed by authorised representatives of both parties. Value added tax shall be added to the price exclusive of VAT under the Contract in the amount specified by the legislation in force on the date of the taxable supply.
4. The Total Price includes the fee for all deliverables, activities performed under the Contract, all costs incurred by the Provider related to the performance of the Contract, the cost of obtaining media space, the fee the authorisation referred to under Article VIII of the Contract, as well as any expenses and costs the Provider incurs or may incur, including those of using a subcontractor. The application of Section 2436 of the Civil Code governing the payment of expenses and the obligation to provide a corresponding advance is excluded.
5. If the Client demands an extension of the services provided, the services will be the subject of a separate order. The Provider represents that the price of these services will not exceed the rate of EUR 110 per hour, exclusive of VAT, and actual costs based on the budget submitted by the Provider to the Client before issuing the order.

VI. INVOICING AND PAYMENT TERMS

1. The price set out in Article V shall be paid on a monthly basis in an amount equivalent to 1/12 of the total price on the basis of fiscal receipts/invoices, always for the past calendar month. An invoice must always include:
 - (a) the indications set out under Section 29 of Act No. 235/2004 Coll., on Value Added Tax, as amended ("**VAT Act**");
 - (b) the indications set out under Section 435 of the Civil Code;

- (c) designation and number of this Contract;
 - (d) copies of the relevant Acceptance Reports as per Art. VII(4) of the Contract;
 - (e) if applicable, other requirements set out in the Contract ("Invoice").
2. The total price shall be paid directly to the Provider's bank account specified in the heading of the Contract, or to such other bank account of the Provider as is published by the tax administrator, which will later be notified in writing to the Client and specified in the Invoice.
 3. The payment term of the Invoice is 30 days from the date of delivery of the Provider's Invoice to the Client. The invoice may be sent in the form of an e-invoice to faktury@teplarny.cz, by post, via the information system of data boxes to the Client's data box, or electronically (in PDF format) with a guaranteed electronic signature to the Client's email address. If the due date falls on a non-business day, the due date shall be moved to the next following business day. The Invoice shall be deemed to have been paid once the relevant amount is debited to the Client's account.
 4. The Invoice can only be issued after proper completion of the performance and signature of the Acceptance Report as foreseen under Article VII.2 of the Contract.
 5. If the Invoice does not contain the required essentials, the Client may return the invoice to the Provider for a revision or re-processing. The return of the Invoice will suspend the payment term and the Invoice assessment term and the term shall start anew once the revised Invoice is delivered.
 6. If the Provider obtains the status of an unreliable taxpayer in accordance with Section 106a of the VAT Act during the term of the contractual relationship established by this Contract by a decision of the tax administrator, then in accordance with Section 109a of the VAT Act, the Client shall pay the value added tax assessed on the performance provided directly to the relevant tax administrator instead of the Provider and pay the Provider the price reduced by the tax so paid. The Provider undertakes to indicate in the Invoice the account published by the tax administrator in a manner allowing remote access, i.e. on the website of the tax administration.
 7. The Client shall not provide advance payments.

VII. HANDOVER AND ACCEPTANCE OF DELIVERABLES

1. The deliverables under this Contract shall be subject to acceptance, and the Provider undertakes to submit the deliverables to the Client for acceptance so that they can be accepted within the time limits specified in Annex 1 of the Contract. The Provider is required to process and submit the deliverables requested by the Client within the time limit set by agreement of the parties, otherwise within 15 business days of receipt of the Client's request.
2. The handover of the deliverables shall be confirmed by the Client by way of a handover report. The handover report must contain the designation of the Provider and the Client, including the names of the responsible persons (staff members) of both parties involved, the designation of the place of handover, the signatures of the responsible persons of both parties and the date. The Client signing the handover report upon handover of the deliverables shall not be regarded as the Client's approval of the deliverables.
3. Within 10 business days of signing the handover report according to paragraph 2, the Client shall assess the deliverables and record the result of the assessment in the acceptance report. If the deliverables meet the requirements specified in the Contract, the Client shall accept the deliverables and indicate this fact in the acceptance report.
4. If, in the Client's opinion, the deliverables do not comply with the requirements specified in the Contract, in particular in Annex 1 to the Contract, or if they contain other defects, the Client shall

not accept the deliverables and indicate in the acceptance report in what way the deliverables do not comply with the requirements specified in the Contract or what defects they contain, and promptly send a single copy of the acceptance report to the Provider.

5. Upon receipt of the acceptance report from the Client, the Provider is required to remove all the defects and shortcomings in the deliverables within 5 business days of receipt of the acceptance report, unless the parties agree otherwise. Once the defects and deficiencies are removed, the Provider shall submit the modified deliverables in accordance with the procedure referred to in paragraph 2 to the Client for new acceptance, including repeatedly where necessary.

VIII. OWNERSHIP AND COPYRIGHT

1. The ownership right in the deliverables shall pass to the Client on the date of acceptance. If the deliverables are not subject to acceptance, the ownership right in it passes to the Client upon handover. This is without prejudice to the following arrangements of this Article.
2. If the services under the Contract result in a work that fulfils the essentials of a copyrighted work within the meaning of Act No. 121/2000 Coll, on copyright, on rights related to copyright and on amendments to certain acts (the Copyright Act), as amended, and which has been created as a result of the Provider's activities in connection with the performance of the Contract (hereinafter referred to as "**Copyrighted Work**"), the Provider grants the Client, with effect as of the date of delivery of the individual deliverables resulting from each of the Phases, the right (hereinafter referred to as the "**Licence**") to use the Copyrighted Work in an unlimited quantitative and territorial scope, in all possible ways and for a period of time limited only by the duration of the proprietary copyright in the Copyrighted Work. The licence is granted on an exclusive basis.
3. The Licence always includes the unlimited right of the Client to make any modifications, changes, alterations to and interfere with the Copyrighted Work, incorporate it into other copyrighted works, etc., either directly or through third parties. The Client shall have the right, without the need for any further consent of the Provider beyond the Provider's consent granted by this Contract, to grant sub-licences to third parties to use the Copyrighted Work or to assign the licence to use the Copyrighted Work to third parties, provided, however, that the Copyrighted Work is used in accordance with the purpose for which such work was created. The Client is not required to use the Licence.
4. The License cannot be terminated by the Provider and shall continue to apply after the expiry of the Contract, unless the parties expressly agree otherwise.
5. The parties expressly agree that the price for the provision of the Licence by the Provider is already included in the Total Price.

IX. OTHER RIGHTS AND DUTIES OF THE PARTIES

1. The Provider is obliged to provide the services under the Contract properly, on time, with the necessary professional care, at their own expense and risk, fully in accordance with the interests and instructions of the Client.

The Provider is required to provide the services in such a way that its activities or representations made in providing the services do not endanger or violate the reputation, good name or credibility of the Client or the Statutory City of Brno as the sole shareholder of the Client.

2. The Client undertakes to provide the Provider with all the documents necessary for the provision of the services under the Contract, if the Client has such documents at their disposal, at the

Provider's written request and within a reasonable period of time. The Client shall remain the owner of the documents submitted to the Provider for the above purpose, provided that the Provider is required to return the documents to the Client without undue delay after the provision of the relevant service.

3. The Provider is required to notify the Client in writing without undue delay of the inappropriate nature of the documents received from the Client for the performance of the subject of the Contract and the inappropriateness of their instructions, which prevent the proper provision of services under the Contract.
4. The Provider shall not be liable for any defects that evolve as a result of applying the instructions given to them by the Client as long as the Provider has pointed out the inappropriateness of these instructions and the Client has insisted on them, or as long as it was impossible for the Provider to discover the inappropriateness.
5. The parties undertake to cooperate with each other and to provide each other with all information necessary with a view to ensuring the proper discharge of their duties. The parties are required to inform the other party of all facts that are or may be important for the proper performance of the Contract.
6. The Client, through their authorised persons, may carry out ongoing inspections looking into the way the Contract is performed at any time.
7. If the Provider uses subcontractors to perform part of the Contract, they are required to list the subcontractors in Annex 2 to the Contract. The subcontractors may be changed only with the written consent of the Client.

X. PROTECTION OF CONFIDENTIAL INFORMATION AND PERSONAL DATA

1. Information the parties become aware of in connection with the Contract or its performance may be considered confidential ("**Confidential Information**") if the Contract designates it as confidential or if the parties promptly notify each other that they consider certain information to be confidential.
2. The parties shall not disclose the Confidential Information to any third party, treat it as a trade secret, in particular by keeping it confidential, and they shall take all contractual and technical measures to prevent its misuse or disclosure to third parties. The preceding sentence shall not apply where:
 - a. Confidential information is to be disclosed by the Client on the basis of a law, including EU law, or a binding decision of an authorised public authority;
 - b. Confidential information of the other party shall be disclosed to persons who are under a statutory duty of confidentiality;
 - c. The Parties shall disclose confidential information of the other party to subcontractors if necessary for the performance of the Contract and if such persons undertake to maintain the same level of confidentiality as the parties;
 - d. such Confidential Information becomes publicly known or available other than through a breach of the duties under this Article 10;
 - e. the information concerns Confidential Information in respect of which the Client has acquired an authorisation under the Contract which does not preclude disclosure of the Confidential Information to third parties; or

- f. either party consents to the disclosure of their own specific Confidential Information.
3. In the performance of the Contract, the Provider is aware of the duties arising from the applicable law concerning the protection and processing of personal data, in particular Act No. 110/2019 Coll. on the processing of personal data and the General Data Protection Regulation of the European Union (GDPR). The Provider may process personal data to the extent necessary for the performance of the Contract; for this purpose they may store personal data on information carriers, modify, retain for the period necessary to exercise the rights of the Provider under the Contract, transfer processed personal data to the Client, and dispose of personal data, all in accordance with applicable legislation relating to the protection and processing of personal data, in particular Act No. 110/2019 Coll. on the processing of personal data and the General Data Protection Regulation of the European Union (GDPR). If the Provider processes personal data, they are required to keep written records of the processing operations and provide them to the Client or a supervisory authority upon request, and in the event of a personal data breach, they are required to inform the Client immediately so that the Client can fulfil the notification and/or reporting duty within the time limits set by Act No. 110/2019 Coll. on the processing of personal data and the General Data Protection Regulation of the European Union (GDPR). The Provider shall take sufficient organisational and technical measures to prevent unauthorised persons from accessing personal data in accordance with applicable law.
 4. The duty to protect Confidential Information and Personal Data shall continue to apply after the end of the contractual relationship.

XI. DAMAGES

1. Each party is required to compensate the other party for the damage caused by their breach of the Contract in accordance with generally binding law and the Contract. Any damage will be compensated in money.
2. Both parties are required to use their best endeavours to avoid and minimise any damage.
3. The Provider acknowledges that if the Provider fails to notify the Client of any imminent or actual damage and fails to enable the Client to take steps to prevent or mitigate it, the Client shall be entitled to compensation against the Provider for the damage incurred by the Client.
4. The Provider shall indemnify the Client for any demonstrable damage resulting from the loss of or damage to data as a result of the Provider's activities, including through recourse should third parties raise any claims against the Client. This does not apply if the consequences in question were caused solely by the activities of the Client or persons authorised by the Client or other suppliers of the Client.

XII. DEFECT LIABILITY CLAIMS

1. The Provider is responsible for obvious, hidden and legal defects in the service or specific deliverables at the time of delivery and undertakes, in addition to other claims of the Client, to remove them free of charge.
2. The Client is required to notify the Provider of any defects in the service provided in writing at the e-mail address of the Provider's point of contact, unless otherwise agreed.

XIII. SANCTIONS

1. If the Client is late with the payments under the Contract, the Provider may demand from the Client late payment interest on the unpaid amount as per the specific Invoice concerned for each day of delay in the amount determined by applicable law.
2. The Client may demand payment of a contractual penalty from the Provider:
 - a. in the amount of CZK 5,000 (in words: five thousand Czech crowns) for each and every day of delay in delivering any deliverable by the deadline specified in Annex 1 of the Contract or in this Contract;
 - b. in the amount of CZK 50,000 (in words: fifty thousand Czech crowns) for each individual breach of the duty to protect Confidential Information, with this contractual penalty arrangement taking effect after the lapse of five (5) years from the date of termination of this Agreement;
 - c. in the amount of CZK 100,000 (in words: one hundred thousand Czech crowns) for each individual breach of the duty to protect personal data pursuant to Art. X(3) of the Contract.
3. The right to payment of contractual penalties under the Contract shall not arise if the breach of the Provider's duty or delay in performance of the Provider's duty is caused by:
 - a. failure by the Client to provide timely assistance in accordance with the Contract or other delay by the Client;
 - b. circumstances precluding the duty to compensate any damage under Section 2913(2) of the Civil Code;
 - c. breach of the Client's duty; or
 - d. if the Contract so provides.
4. The payment of contractual penalties under the Contract shall not affect the Client's claim to damages in full or the fulfilment of the duty corroborated by the contractual penalty.
5. The contractual penalties shall be payable within ten (10) days from delivery of the payment request to the Provider.

XIV. TERMINATION OF THE CONTRACT

1. The Contract may be terminated early by mutual written agreement of the parties, by withdrawal from the Contract or by written notice.
2. The Client may terminate the Contract at any time by written notice without giving any reason. The notice period is 2 months, commencing on the first day of the month following delivery of the notice to the Provider. Within the notice period, the Provider shall transmit to the Client all deliverables produced so far, even if not handed over or completed. Upon termination of the Contract by notice, mutual debts and claims shall be settled by written agreement of the Parties within 30 days of termination of the Contract at the latest, whereby the Provider shall not be entitled to payment of the price for such deliverables produced but not delivered or not completed.
3. The Client may withdraw from the Contract in the event of a material breach of the Contract by the Provider. The following shall in particular be regarded as a material breach of the Contract:
 - 3.1. delay of the Provider in completing and handing over the output, or in removing all the defects and deficiencies in the deliverables alleged in the handover report within the time limit

specified in the report, of more than 5 business days; or the deliverables repeatedly (more than once) fail to meet the requirements specified in the Contract,

- 3.2. the Provider has replaced any of their subcontracts without the Client's written consent.
4. The Client may also withdraw from the Contract if
 - a. the Provider files an insolvency petition as a debtor within the meaning of Section 98 of Act No. 182/2006 Coll., on Bankruptcy and Methods of its Resolution (Insolvency Act),
 - b. the insolvency court fails to rule on an insolvency petition against the Provider within six (6) months of the commencement of the insolvency proceedings,
 - c. the insolvency court rules to declare the Provider bankrupt within the meaning of Section 136 of the Insolvency Act, or
 - d. a decision is taken to compulsorily or voluntarily dissolve the Provider (except in the case of a merger).
5. Withdrawal from the Contract shall take effect on the date the entitled party's written notice of withdrawal is delivered to the other Party.
6. Withdrawal from the Contract or termination of the Contract shall be without prejudice to the parties' rights to payment of any contractual penalties and damages under the Contract, or to their rights which by their very nature are to continue to apply after the termination of the Contract.

XV. CORRESPONDENCE

1. The correspondence address of each party shall be the address specified in this Contract, or such other address which either party communicates to the other Party in writing after the signature of the Contract.
2. An expression of will towards the addressee shall be valid even if the addressee refuses to accept receipt of the expression of will or otherwise intentionally prevents its delivery, or when the holder of a postal licence returns the expression of will sent to the addressee's agreed correspondence address to the sender as undelivered for any reason whatsoever.
3. In doubt, or in the absence of proof of a different date of delivery, all documents delivered in connection with this Contract shall be deemed to have been delivered on the 3rd day, at the latest, after being submitted for postal delivery by registered mail. Correspondence sent by email, the consignment shall be deemed delivered once the addressee confirms receipt of the email to the sender, and in any event at 10:00 AM on the following business day at the latest. For correspondence by data box, the consignment shall be deemed delivered once the party concerned logs in to the data box to which the data message was delivered, and in any event at 10:00 AM on the following business day at the latest.

XVI. POINTS OF CONTACT

1. The Parties agree on the following point of contact responsible for mutual agreement on the content, scope and required quality of the work and other conditions:
 - 1.1. Client's representative:

XXX

1.2. Provider's representative:

xxx

2. Changes in the specified parties' representatives of shall not require an amendment to this Contract. The party whose representative is being replaced, however, shall send written notification of the change to the other party without undue delay.

XVII. OTHER ARRANGEMENTS

1. The relevant provisions of the Civil Code shall apply to the legal relations established by the Contract and not expressly regulated therein.
2. Pursuant to Section 2(e) of Act No. 320/2001 Coll., on financial monitoring in public administration and on amendments to certain acts (the Financial Monitoring Act), as amended, the Provider is a person obliged to cooperate in the performance of financial monitoring carried out in connection with the payment of goods or services from public expenditure.
3. The Client may publish on their website and in the Register of Contracts, in accordance with the requirements of Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (the Register of Contracts Act), as amended, the entire text of the Contract, including information on the Provider, provided that no special legislation prevents such publication.
4. The parties represent that in the event of a dispute concerning the performance of the Contract, including its interpretation, they will endeavour to resolve the matter amicably out of court by mutual negotiations and agreement of the parties. If the dispute in question cannot be resolved, either party may refer it to a court having the substantive and territorial jurisdiction over the matter. Commencement of legal proceedings shall be without prejudice to the parties' duty to comply with the rights and obligations to which they have contractually committed themselves.
5. The parties agree that commercial customs shall not prevail over provisions of law which do not contain mandatory rules. The parties exclude the application of commercial practices to the legal relations set up by the Contract.
6. The parties agree that the Contract does not constitute a contract of adhesion within the meaning of Section 1798 et seq. of the Civil Code. The provisions of Sections 1799 and 1800 of the Civil Code shall not apply.

XVIII. FINAL ARRANGEMENTS

1. The Contract and the relationships ensuing from it shall be governed by the laws of the Czech Republic.
2. All amendments and additions to the Contract must be made in writing in the form of numbered amendments, signed by the authorised representatives of both parties.
3. The Agreement is formed upon signature by both parties, coming into force on the date it is published in the Register of Contracts. Publication in the Register of Contracts shall be taken care of by the Client.
4. If any arrangement of the Contract becomes null, void or unenforceable, this shall be without prejudice to the remaining arrangements of the Contract, which shall remain valid and enforceable. In such a case, the parties undertake to enter into a written contract to replace the arrangement found to be null, void or unenforceable with a new arrangement that best replicates the substance

and the intended purpose of the original arrangement. In the meantime, the relevant provisions of the generally binding legislation of the Czech Republic shall apply.

5. If events occur that make it partially or completely impossible for one or both parties to fulfil their duties under the Contract, the parties shall inform each other without undue delay and jointly take steps to overcome such obstacles.
6. In resolving any disputes arising from the contractual relations based on the Contract, the courts of the Czech Republic shall have substantive and local jurisdiction, with the Client's court having local jurisdiction.
7. The parties declare that the Contract conveys the entire expression of their consensual will and that there are no provisions other than in writing which supplement, modify or may be relevant to its interpretation and that neither party is relying on any statement of the other party not contained in the Contract, its annexes or amendments. This is without prejudice to the significance of mutual communication between the parties, including the Client's instructions given with a view to fulfilling specific requirements.
8. The parties declare that the Contract has been negotiated on the basis of their true, serious and free will, that they have read its contents and unconditionally agree to it and consider it to be definite and understandable, in witness whereof they affix their handwritten signatures below.
9. The following annexes form integral parts of the Contract:

Annex 1: Specification of the deliverables

Given in Brno dated

Given in Praha dated

For the Client:

For the Provider:

.....
Ing. Petr Fajmon, MBA
Chief Executive Officer

.....
Mgr. Filip Drnec
the Executive