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## APPENDIX O1 TO DUKOVANY TERMS AND CONDITIONS

**This document is not the signed Temelín Contract Agreement but only a form of such Contract Agreement which constitutes Appendix O1 to the Dukovany Terms and Conditions.**

**By signing electronically this document, the Parties do not enter into the Temelín Contract Agreement.**



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# **EPC CONTRACT**

## **TERMS AND CONDITIONS**

### **APPENDIX 01 TEMELÍN OPTION**

### **CONTRACT AGREEMENT**

<b>DOCUMENT NAME:</b>	<b>EPC CONTRACT – TERMS AND CONDITIONS APPENDIX 01 TEMELÍN OPTION CONTRACT AGREEMENT</b>
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### **SIGNATURE PAGE**

IN WITNESS WHEREOF the Owner\* and the Supplier\* have hereby signed the above listed parts of the EPC Contract\*.

For and on behalf of the **OWNER, Elektrárna Dukovany II, a. s.**

Signature  
Name  
Title



Signature  
Name  
Title



For and on behalf of the **SUPPLIER, Korea Hydro & Nuclear Power Co., Ltd.**

Signature  
Name  
Title



Signature  
Name  
Title



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CONTRACT AGREEMENT

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## CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made between: **Elektrárna Dukovany II, a. s.**

a company organized and existing under the laws of the Czech Republic,  
with its registered office at Duhová 1444/2, 140 00 Praha 4,  
company identification number 04669207  
tax identification number CZ04669207,  
registered in the Commercial Register administered by the Municipal Court in Prague,  
Section B, Insert 21250,  
duly represented by [to be completed];  
(the “**Owner\***”),

and

### **Korea Hydro & Nuclear Power Co., Ltd.**

a company organized and existing under the laws of the Republic of Korea,  
with its registered office at 1655, Bulguk-ro, Munmudaewang-myeon, Gyeongju-si,  
Gyeongsangbuk-do, Postal code 38120, Republic of Korea,  
corporation registration number 110111-2207127,  
tax identification number 120-86-18943,  
registered in the Commercial Register administered by the Gyeongju branch office of Daegu  
District Court, Republic of Korea,  
duly represented by [to be completed],  
(the “**Supplier\***”)

(the Owner\* and Supplier\* are collectively referred to as the “**Parties\***”).

### WHEREAS:

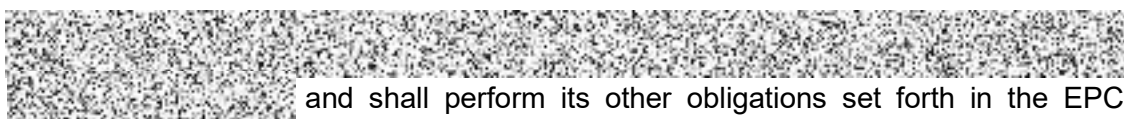
- A. The Owner\* requires the Supplier\* to execute, on a turnkey basis, the complete design, engineering, documentation, procurement, equipment manufacture, fabrication, transportation, supply, construction, erection, testing, commissioning, quality assurance, project management, licensing and permitting support, remedying of the defects of the complete new Temelín nuclear power plant units 3 and 4, to be built next to the Existing Nuclear Power Plant\* in Temelín, Czech Republic, and associated activities including but not limited to the training of the Owner’s\* Personnel, under the EPC Contract\* (as defined below), as well as to supply Nuclear Fuel\* for the above new nuclear power plant units for a certain period of time under the Nuclear Fuel Contract\* between the Parties\* (the “**NFC**”),
- B. The Supplier\* has assured the Owner\* that the Supplier\* is competent and possesses the requisite expertise, and that it is fully technologically and financially capable of undertaking the works, supplies and services to be provided under the EPC Contract\* and the NFC to the Owner’s\* satisfaction and in accordance with the EPC Contract\* and the NFC,

NOW THEREFORE, the Owner\* and the Supplier\* agree as follows:

1. The Supplier\* shall, on a turnkey basis, supply and complete functional, licensable and permissible, safe and commercially fully exploitable (fit for purpose) Plant\*



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- and shall perform its other obligations set forth in the EPC Contract\*. The Owner\* shall pay to the Supplier\* the Contract Price\* specified in the EPC Contract\* and shall perform its other obligations set forth in the EPC Contract\*.
2. The Supplier\* shall supply Nuclear Fuel\* for the Plant\* and shall perform its other obligations set forth in the NFC. The Owner\* shall pay to the Supplier\* the NFC Price\* specified in the NFC and shall perform its other obligations set forth in the NFC.
  3. The contractual documents concluded between the Owner\* and Supplier\* in connection with the foregoing comprise:
    - a) this Contract Agreement\*; and
    - b) the Engineering, Procurement and Construction Contract (the “**EPC Contract\***”) consisting of:
      - (i) Terms and Conditions\* of the EPC Contract\* and their appendices; and
      - (ii) Contract Specifications\* of the EPC Contract\*, comprising the Scope of Supply Document\*, Licensing and Permitting, Safety and Quality Document\*, Construction and Commissioning Document\*, Operation and Maintenance Document\*, Project Management Document\*, Technical Requirements Document\*; and Technical Data Sheets Document\* (i.e., Volume XVI of the EPC Contract\*); and
      - (iii) Volumes I to XV (inclusive) and Volume XVII to XXIII (inclusive) of the EPC Contract\*; and
    - c) the NFC and its appendices
  4. The Parties agree that this Contract Agreement\* is signed in electronic form by duly authorized representative(s) of each of the Parties\* by means of an advanced electronic signature based on a qualified certificate for electronic signatures within the meaning of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC. By the sole act of signing of this Contract Agreement\*, the Owner\* and the Supplier\* express their agreement and acceptance of all contractual documents under paragraph 3 signed (the Parties\* agree that such signing of the contractual documents under paragraph 3 be by means of an advanced electronic signature based on a qualified certificate for electronic signatures within the meaning of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC) by duly authorized representative(s) of each of the Parties\* before the signing of this Contract Agreement\* or contained in the separate files listed in Appendix XV (List of Separate Files) of the Terms and Conditions\*. As regards the separate files listed in Appendix XV (List of Separate Files) of the Terms and Conditions\*, the Owner\* and the Supplier\* confirm, by the act of signing of this Contract Agreement\*, that these separate files are an integral part of the EPC Contract\* and each Party\* had these separate files at its disposal before the signing of the Contract Agreement\* and familiarized itself with these separate files and verified the HASH code of each separate file with the respective contractual document and also verified the correctness of all such separate files. None of the contractual documents shall be binding on the Parties\* until this Contract Agreement\* is signed by the duly authorized representative(s) of each of the Parties\*.

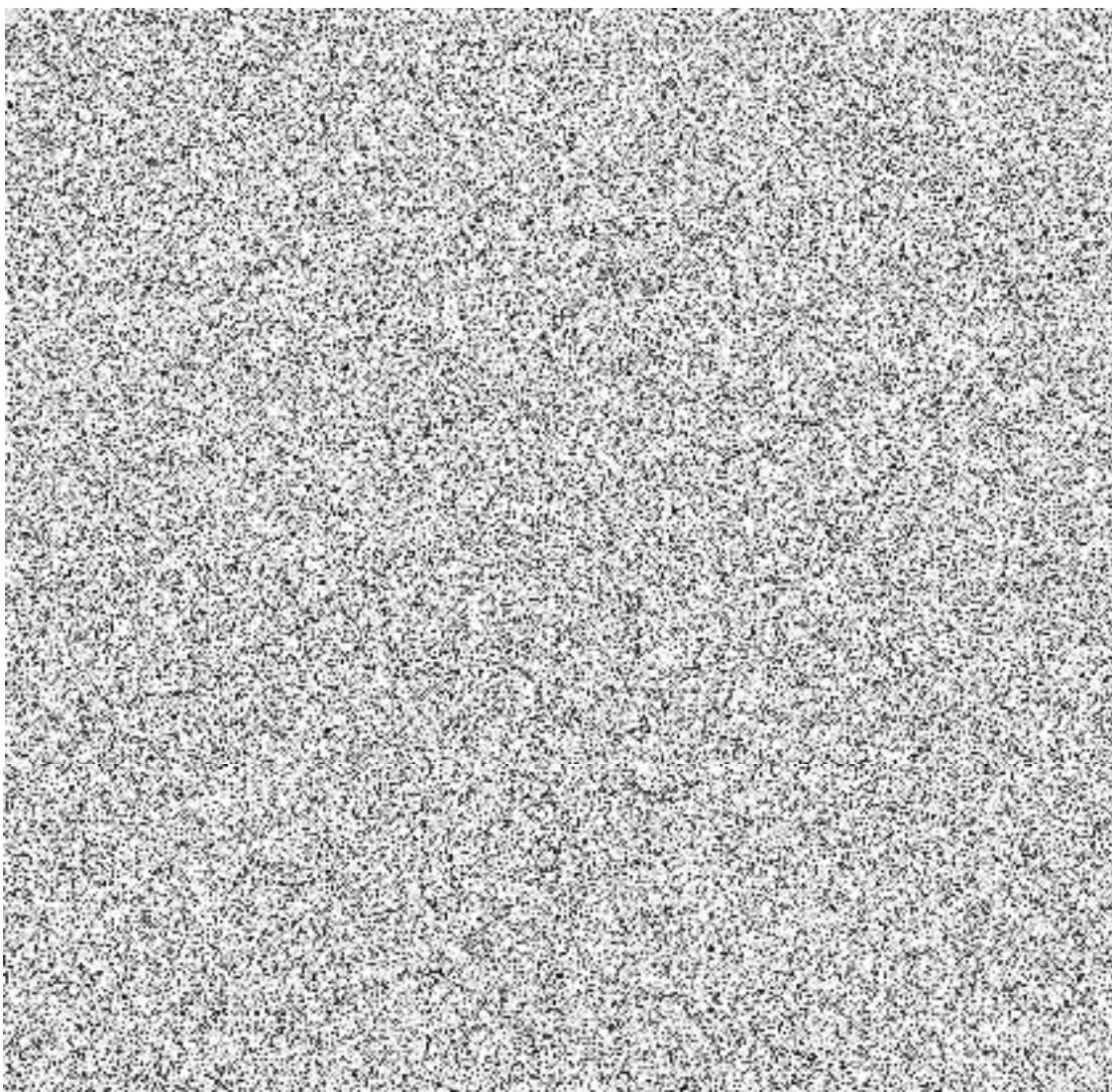




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5. In case of any discrepancy between the Contract Agreement\* and any other contractual document under paragraph 3, the Contract Agreement\* shall prevail.

- 6.



7. The contractual documents under paragraph 3 shall constitute the final and entire agreement between the Owner\* and the Supplier\* in relation to the subject matter of the contractual documents and shall supersede any and all prior communications, bids, offers, negotiations, agreements and understandings, whether oral or written, between the Owner\* and the Supplier\* with respect to the subject matter of the contractual documents. All contractual documents under paragraph 3 and amendments thereto shall be executed in English.

- 8.



9. The Contract Agreement\* can only be amended in writing, by an amendment signed by duly authorized representative(s) of each of the Parties\*; except where the Contract Agreement\* specifically indicates otherwise, the Parties\*, in accordance with section



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564 of the Civil Code\*, expressly exclude the possibility to use any other than written form of amendment or agreement (e.g., oral form or based on established conduct of the Parties\*). Except where the Contract Agreement\* specifically indicates otherwise, any amendment of any provision of the Contract Agreement\* and any agreement between the Parties\* under or in connection with the Contract Agreement\* requires an explicit, unreserved and unconditional consensus on its entire content. A bid or offer to enter into the Contract Agreement\* can be accepted only in writing signed by duly authorized representative(s) of the accepting Party\* and is not capable of being accepted with any supplement or modification. First sentence of section 1740(3) of the Civil Code\* shall not apply to any bid or offer made to enter into the Contract Agreement\*. For the purposes of this paragraph 9, references to an amendment or agreement made in “writing” are references to such amendment or agreement being made in paper form and signed by means of hand-written signatures by duly authorized representative(s) of each of the Parties\* or being made in electronic form signed by duly authorized representative(s) of each of the Parties\* by means of an advanced electronic signature based on a qualified certificate for electronic signatures within the meaning of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and, except where specifically indicated otherwise in the Contract Agreement\*, shall exclude any other electronic form.

10. The Contract Agreement\* and, to the maximum extent permitted by Mandatory Law\*, any non-contractual obligations and liabilities arising out of or in connection with the Contract Agreement\* shall be governed by Czech law.
11. All disputes arising out of or in connection with the Contract Agreement\* shall be settled in accordance with the provisions of Chapter 27 (Settlement of Disputes) of the Terms and Conditions\*.
12. In legal relations arising out of or in connection with the Contract Agreement\*, no regard is given to usages, to established conduct of the Parties\* or to business usages.
13. The Parties\* represent that they have jointly negotiated the Contract Agreement\* and, therefore, in cases where the expressions used in the Contract Agreement\* can be interpreted in more than one way, it is not possible to interpret the expressions against either of the Parties; the *contra proferentem* rule shall not apply to the Contract Agreement\*.
14. Capitalized terms used but not defined in the Contract Agreement\* have the meaning defined in the EPC Contract\*.
15. The rules of interpretation set out in Article 1.1.1 of the Terms and Conditions\* shall apply also to this Contract Agreement\*.
16. This Contract Agreement\*, the EPC Contract\* and the NFC shall become valid on the date when each of them is signed by each Party\* and shall become effective upon the fulfilment (or waiver in writing by the Owner\*) of each of the following conditions (of which the Owner\* shall notify the Supplier\* promptly after such fulfilment or waiver):
  - a) (A) European Commission's state aid clearance for the Plant\* (covering both Temelín unit 3 and Temelín unit 4) is obtained and (B) the Owner\* and the Czech Republic enter into relevant low-carbon support arrangements under Act No. 367/2021 Coll., on measures for the transition of the Czech Republic to low-carbon energy and on the amendment of Act No. 165/2012 Coll., on subsidized energy sources, as amended, and such support arrangements become effective (specifically, (i) refundable financial assistance is issued and the Owner's\* right to





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draw such refundable financial assistance becomes effective and (ii) either a contract for difference or a long-term low-carbon electricity offtake agreement is entered into and becomes effective), for the Plant\* (covering both units); and

- b) if required by Czech law, this Contract Agreement\*, the EPC Contract\* and the NFC have been published in the Contract Register\*.

*the following is the signature page*

IN WITNESS WHEREOF the Owner\* and the Supplier\* have hereby signed this Contract Agreement\*.

For and on behalf of the **OWNER**, Elektrárna Dukovany II, a. s.

In [to be completed] on [to be completed]

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

For and on behalf of the **SUPPLIER**, Korea Hydro & Nuclear Power Co., Ltd.

In [to be completed] on [to be completed]

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

