

## TERMS OF SERVICE FOR SUPPLY OF NATURAL GAS

### Article I. Preamble

1. These Terms of Service for Supply of Natural Gas ("ToS") constitute an integral part of the Agreement on Bundled Natural Gas Supply Services ("Agreement") to be entered into after 1 January 2016. The ToS define additional rights and duties of Pražská plynárenská, a.s. ("Trader") and customers in the Residential or Small Business segment ("Customer").
2. The rights and duties of the Parties are subject to laws of general application of the Czech Republic, particularly Act No. 89/2012 Coll., the Civil Code, as in effect ("Civil Code") and Act No. 458/2000 Coll. on the Conditions for the Conduct of Business and Public Administration in the Energy Sectors, as in effect ("Energy Act" or "EA").
3. A Customer in the Residential segment is a natural person who consumes natural gas ("gas") for his personal needs relating to the use of a dwelling or the needs of his household. A Customer in the Small Business segment is a natural or legal person who consumes gas for business purposes, where the Customer's annual gas consumption does not exceed 630,000 kWh.
4. Distribution services are provided by the Trader in accordance with the distribution system connection agreement, which the Customer enters into with the local distribution system operator ("DSO"), and in accordance with the Distribution Network Code ("Distribution Network Code").

### Article II. Price

1. Price means the price for bundled gas supply, which comprises:
  - a) **regulated component of the price**, which comprises:
    - aa) the gas distribution fee, which includes the fixed price for consumed gas in CZK/MWh and the fixed annual price for daily reserved firm distribution capacity in CZK/thousand cubic meters or the flat monthly fee for available capacity in CZK/month,
    - ab) the fee for services of the market operator, OTE, a.s., set as a fixed price in CZK/MWh.The foregoing prices are set by the Energy Regulatory Office ("ERO") for the applicable DSO in the ERO's price decree according to the Customer's connection point. Price decrees are available at [www.ero.cz](http://www.ero.cz).
  - b) **the non-regulated component of the price** referred to as the price for other gas supply services, which comprises:
    - ba) the commodity component of the price in CZK/MWh,
    - bb) the capacity component of the price in CZK/thousand cubic meters or the flat monthly fee in CZK/month.The price for other gas supply services is specified in the Trader's price list, which shows the current sales prices for gas ("price list").
  - c) **taxes**, which include gas tax and value added tax ("VAT") at the statutory rate laid down in laws of general application.
2. The price for bundled gas supply is calculated using the method laid down in the price list.
3. A Customer from the Small Business segment must inform the Trader of the use of gas for the production of heat in residential heat production facilities as well as of changes and new facts liable to have an effect on the duty to pay gas tax in accordance with laws of general application.

### Article III. Billing and Payment Terms

1. The Customer must pay the price of bundled gas supply in an ongoing manner by means of prepayments.
2. The amount of the prepayment for bundled gas supply in the first billing period is set by the Trader based on an agreement with the Customer in consideration of the expected consumption in the applicable billing period taking into account the rated power of the Customer's gas supply facilities ("GSF"). The amount of the prepayment for the first billing period is specified in the Agreement.
3. The Trader is entitled to set the frequency of prepayments and to adjust their amount based on actual gas consumption in previous billing periods or in the event that there are developments that affect the billed amount (for example, change in prices or tax regulations or increase in gas consumption), unless the Parties agree otherwise.
4. The amount and due dates for prepayments are specified in the Prepayment Overview, which is enclosed by the Trader with the Agreement. In the event that the Customer enters into the Agreement on the grounds

of a supplier switch, the Trader will send a Prepayment Overview to the Customer after the supplier switching process is completed within the meaning of laws of general application. The Trader sends a Prepayment Overview to the Customer separately after every billing if the Customer is classified in the Small Business segment. If the Customer is classified in the Residential segment, the amount and frequency of prepayments are specified in individual invoices ("invoice").

5. The price of bundled gas supply is billed based on data measured by a metering device ("gas meter") transmitted to the Trader by the applicable DSO in accordance with laws of general application that lay down requirements for the measurement of gas flow and for the transmission of technical data ("gas meter reading").

6. If the DSO provides this service and the Trader and the Customer agrees to the extraordinary billing of bundled gas supply services carried out based on the self-reading of the Customer's gas consumption for a period other than the period ended with regular gas meter reading where data for billing purposes are sent (billing data), but the Customer fails to deliver self-reading data in the format required by the DSO no later than at midnight on the first working day after the end of the last calendar month in the period for which extraordinary billing is agreed, or if data required by the DSO and provided by the Customer are erroneous or incomplete, the Trader is under no obligation to issue an invoice for a period other than the regular billing period for which meter readings are taken by the DSO. Data for billing based on self-reading according to this paragraph are sent by the Customer to the Trader by e-mail at [call-centrum@ppas.cz](mailto:call-centrum@ppas.cz), using an online form, by telephone at the Customer Service Line at 840 555 333 or at 267 056 705, in person in the Trader's branches, and/or by SMS text message sent to 720 002 922.

7. In the event of a defect in the gas meter or in the event the Customer fails to provide the applicable DSO with access to the gas meter at the time a meter reading is taken or fails to inform the Trader of the measured quantity of gas in accordance with Article IV, Paragraph 4, Subsection e) of the ToS, gas consumption is billed using a qualified calculation in accordance with the Distribution Network Code of the applicable DSO.

8. Gas supplied during a preceding billing period is billed to the Customer by means of an invoice, which must contain information required under laws of general application. A billing period is delimited by regular and extraordinary meter readings carried out by the applicable DSO within the meaning of laws of general application.

9. An invoice does not have to contain the Trader's stamp or signature. Invoices are issued in paper form as well as in electronic form if consented to by the Customer.

10. Every invoice contains a settlement of all prepayments made by the Customer up to the meter reading specified in an invoice. In the event that the settlement of prepayments results in an underpayment, the Customer must pay the balance due to the Trader no later than on the due date stated in the invoice. For the purposes of the Agreement, the due date is the day by which a sum must be credited to the Trader's bank account specified in an invoice under the variable symbol of the applicable invoice. In the event of an overpayment, the Trader refunds the overpayment to the Customer no later than on the due date stated in an invoice, provided that the Customer has no unpaid financial obligations to the Trader. In the event of unpaid financial obligations, an overpayment is set off against such obligations, unless otherwise agreed by the Parties. The Trader may settle any overpayment that does not exceed CZK 100 in the following billing period.

11. Payments by bank transfers are made using the variable symbol and account number stated in the applicable invoice or in the Prepayment Overview. If the Customer makes a payment using the wrong variable symbol or sends a payment to an account other than the Trader's bank account specified in an invoice, the Trader has the right to return the payment to the Customer. If the Customer is late in paying an invoice or a prepayment as a result of the foregoing, the Customer must pay the Trader late payment interest in accordance with Article IX, Paragraph 1 of the ToS until the balance due is duly paid.

12. In the event of a change in the meter reading frequency and method or in the event of a price change, the Trader has the right to change the duration of the billing period without the Customer's consent, subject to compliance with the law.

13. The Trader is entitled to issue a corrective invoice (credit note or debit note) for an original invoice, if the original invoice contains errors caused by incorrect meter reading, gas meter malfunction, the use of the wrong

price, typing or calculation error, incorrect specification of the billing period, or incorrectly stated regulated component of the price.

14. In the event that the Customer has doubts regarding the accuracy of an invoice, the Customer is entitled to file a claim with the Trader in writing or in person within 30 days after the delivery of the invoice. If the Customer fails to file a claim within the foregoing period, the Trader may reject a claim filed thereafter. The Trader must process a claim filed by the Customer without unnecessary delay. A claim does not have a suspensive effect as regards the due date of an invoice, unless otherwise agreed by the Parties. A claim must specify the following:

- a) identification of the person who makes the claim, including the person's handwritten signature,
- b) information on the claimed invoice,
- c) description of the claimed facts, including substantiation of the claim.

A written claim is deemed filed by the delivery thereof to the Trader's address specified in the Agreement.

15. Upon the entry into the Agreement, or thereafter in consideration of the circumstances, the Trader is entitled to request the Customer to pay a security deposit. The Trader is entitled to request a security deposit equal to a triple of the amount of a monthly prepayment.

In particular, the Trader has the right to request a security deposit if the Customer has exhibited a lack of payment discipline in the framework of a previous contractual arrangement with the Trader or is repeatedly late in making payments in accordance with the Agreement, if the Customer is the debtor of other natural or legal persons, if the Customer's permanent address or registered office is located abroad, etc. The Trader will issue a receipt to the Customer certifying the payment of a security deposit. Where applicable, interest accrued on a provided security deposit will be retained by the Trader to be used to cover account maintenance costs.

A security deposit as per this paragraph serves as a security in the event that the Customer fails to comply with the payment terms and a payment the Customer is to make to the Trader is overdue. A failure to pay a security deposit is considered a gross violation of the duties arising under the Agreement. In case that the Parties agree to the duty on the part of the Customer to pay the Trader a security deposit prior to the beginning of gas supply, the Trader's duty to begin supplying gas only takes effect after the security deposit is paid. A security deposit does not have the nature of a pledge within the meaning of Section 1808 of the Civil Code. The Trader is entitled to set off the security deposit as per this article against its due receivables from the Customer. The Trader will carry out setoff in case that the Agreement terminates due to the reason laid down in Article VI, Paragraph 3, Subsection b) of the ToS or due to another reason if the final settlement of prepayments results in a balance due. The Customer will be informed that setoff has been carried out as per the foregoing in the final invoice. The security deposit, in full or a proportionate amount thereof, will be refunded to the Customer after the termination of the contractual arrangement, within 30 days after the issue of the final invoice. The Parties may agree to a change in the amount of the security deposit while the Agreement remains in effect. The Trader may return the security deposit to the Customer at any time while the Agreement remains in effect.

#### **Article IV. Delivery Terms**

1. Gas is supplied in accordance with the Distribution Network Code, and delivery is completed upon the passing of gas into the Customer's supply point via a gas meter installed by the applicable DSO. Delivered gas is measured starting from the initial reading of the gas meter determined by the applicable DSO, starting from the gas meter reading ascertained during a gas supplier switch, or starting from the gas meter reading ascertained during a change of the person consuming gas at the applicable supply point.
2. Measuring the amount of delivered gas and assessing and transmitting metering results and other data necessary for billing supplied gas is the responsibility of the applicable DSO in accordance with the Energy Act, laws of general application, and technical regulations that lay down details regarding gas metering and the delivery of technical data.
3. The Trader must:
  - a) supply gas to the Customer's supply point specified in the Agreement; gas quality must conform to requirements laid down in laws of general application,
  - b) secure related gas supply sector services in its name and on its account,
  - c) assume liability on behalf of the Customer for imbalances in accordance with laws of general application.
4. The Customer must:
  - a) pay the Trader costs related to interrupting, restoring, or terminating the supply of gas,
  - b) consume only gas supplied via the gas meter installed by the applicable DSO or a person authorized by the DSO,

- c) secure access to the gas meter for the purposes of carrying out an inspection, meter reading, repair, maintenance, replacement, removal, or sealing of the gas meter, and allow the applicable DSO to take the final meter reading upon the termination of the Agreement,
- d) inform the Trader in writing of all changes liable to have an effect on the performance of the Agreement, particularly inform the Trader of a change in identification data and a change in consumption as a result of a change in the number or rated power of GSFs,
- e) send to the Trader or the applicable DSO, if a gas meter reading announced in advance cannot be taken due to the Customer's absence, gas consumption data using the prescribed form or report the gas meter reading using another form in accordance with instructions provided at [www.ppas.cz](http://www.ppas.cz), and comply with the foregoing requirement no later than two working days after the announced meter reading date,
- f) maintain its GSFs in a condition which is compliant with laws of general application and technical standards and rules, and which allows the safe and reliable supply of gas and prevents the same from endangering the lives, health, and property of persons,
- g) refrain from any tampering with the gas meter and the connections thereof, protect the gas meter from damage or theft, and immediately inform the Trader and the applicable DSO of damage or other defects in the gas meter, including damage to features securing the gas meter from being tampered with, if such damage is ascertained, particularly damage to or loss of official or operating seals and labels. If the Customer has doubts regarding the faultless functioning of the gas meter or if a defect in the gas meter is ascertained, the Customer is entitled to request the Trader in writing to test the gas meter. A request for a test of the gas meter does not release the Customer from the obligation to pay prepayments and invoices for consumed gas by the applicable due dates,
- h) observe, during a state of emergency and while preventing or repairing the consequences of a state of emergency, measures and information pertaining to announcements of regulatory measures in accordance with laws of general application, and proceed, in preventing a state of emergency, during a state of emergency, and while repairing the consequences of a state of emergency in the gas supply sector, in accordance with the applicable laws of general application, where the Customer must tolerate gas consumption restrictions or changes in the supply of gas. During a state of emergency and while preventing a state of emergency, the right to damages and compensation for loss of profit is ruled out.

#### **Article V. Origination, Amendments, and Agreement Term**

1. The Agreement is always entered into in writing.
2. The Agreement can be entered into for a fixed term or for an open-ended term. Unless expressly specified otherwise in the Agreement, the Agreement is entered into for an open-ended term.
3. Once entered into, bearing the Parties' signatures on a single document, the Agreement enters into effect and into force on the date of its signature by both Parties. In the event that the Customer has not entered into a distribution system connection agreement with the applicable DSO at the time of the signature of the Agreement, the Agreement enters into effect only on the day on which a distribution system connection agreement is entered into.
4. In entering into, amending, or terminating the Agreement, legal acts may be performed on behalf of the Customer by the Customer's representative who must present to the Trader a written power of attorney in which the Customer must specify the extent of the attorney's powers. The Trader is entitled to request that the Customer's signature subscribed in the power of attorney be officially certified.
5. The Agreement may be entered into using the Agreement Draft form, which is available at [www.ppas.cz](http://www.ppas.cz) together with instructions for completing and submitting the form. The Trader rules out the acceptance of a Draft Agreement signed by the Customer if the Customer makes any additions or changes in the text whatsoever. The Customer will be bound by the Draft Agreement starting at the time of its delivery to the Trader. The Customer may not revoke the Draft Agreement within a period of 30 days. If the Draft Agreement does not contain all of the information required by the Trader or important information necessary for entering into the Agreement, the Draft Agreement will not be regarded as a valid expression of the will to enter into the Agreement, and the Trader will return the Draft Agreement to the Customer for correction. If all of the requirements are fulfilled, the Trader, in witness of granting its consent to the content of the Agreement, will sign the Draft Agreement and send it to the Customer at the address specified in the Draft Agreement. At the same time, the Trader will inform the Customer in writing of a registration number under which the Agreement will be maintained. The Agreement will be entered into at the time when the Draft Agreement signed by the Trader is delivered to the Customer. If the Trader does not send a signed Draft Agreement to the Customer within the period during which the

Customer is bound by the Draft Agreement, the Agreement will not be entered into. Once entered into in accordance with the foregoing, the Agreement will enter into force on the day on which supply begins.

6. The Agreement may be entered into in writing in electronic form, where the handwritten signatures of the Customer and the Trader's representative ("biometric signature") is recorded using a special electronic tablet. A biometric signature is entered into the text of the Agreement in the PDF format using a signature insert, where both the text and the signature are visible. The resulting document is fitted with a coded biometric vector and is secured from being altered by means of encryption. Once the Agreement is entered into, the Trader must provide the Customer with the Agreement in paper form without unnecessary delay, including the ToS and the price list.

7. Unless the Customer informs the Trader no later than 30 days before the expiry of the term for which the Agreement (Obligation) is entered into of the Customer's intention to terminate the Agreement, or unless the Customer makes a request to the Trader in writing to renew the Agreement (Obligation) for an open-ended term, the Agreement (Obligation) will be automatically renewed for a period of one year, where such renewal will take place repeatedly.

8. Save for a legal act aimed at terminating the Agreement, rights and duties established under the Agreement may be amended by means of legal acts performed using a method other than written form.

9. The Parties undertake to inform one another in a timely manner of changes in the data stated in the Agreement, which do not result in the need to amend the Agreement, such as a change in identification data, mailing address, bank information, telephone numbers, fax numbers, or e-mail address. The Party responsible for providing such information is liable for a failure to do so.

## **Article VI. Reduction, Interruption, or Termination of Gas Supply**

1. An interruption in the supply of gas means the disconnection of a supply point from the distribution system by sealing the gas meter for a certain time without the termination of the contractual arrangement between the Customer and the Trader. In the event that gas supply is interrupted due to a failure to pay a billed amount and the Customer does not apply for the restoration of gas supply and does not pay the billed amount, the Agreement will be terminated 60 days after the interruption in gas supply began.

2. Reductions or interruptions in gas supply during a state of emergency or while preventing a state of emergency are subject to laws of general application.

3. The Trader is entitled to terminate or interrupt gas supply to the Customer at the supply points for which the Agreement has been entered into due to the following reasons:

- a) unauthorized gas offtake as per laws of general application,
- b) the Customer is late in paying any balance due to the Trader and fails to fulfill his duty to pay such a balance due within a supplementary deadline afforded for this purpose after the Customer is served a prior written notice stating that gas supply might be terminated,
- c) the Customer repeatedly fails to allow, without having a serious reason, the applicable DSO to access the gas meter despite being requested in writing or using another provable method, at least 15 days in advance, to allow access to for the purposes of an inspection, meter reading, maintenance, replacement, or removal of the gas meter. For the purpose of this Agreement, serious reasons include, for example, sickness, stay abroad, business trip, and the like,
- d) substantiated termination or interruption of connection to the distribution system by the applicable DSO.

4. The termination of gas supply always included the termination of the contractual arrangement between the Customer and the Trader.

5. When gas supply is interrupted, reduced, or terminated in a substantiated manner, the Customer is not entitled to compensation for damage or loss of profit.

6. In substantiated cases, the termination or interruption of gas supply is carried out by the applicable DSO at the Trader's request and at the Customer's expense. Moreover, the Customer will bear the cost of restoring gas supply if applicable.

7. The amount of damages relating to unauthorized offtake is subject to laws of general application. In addition to such damages, the Customer must pay the Trader costs relating to detecting unauthorized offtake.

## **Article VII. Gas Supplier Switch and Termination of the Agreement**

1. The Customer has the right to choose and switch his gas supplier at no charge. Switching the gas supplier at the supply point for which the Agreement is entered into is conditional on the proper termination of the Customer's contractual arrangement with the Trader.

2. The Agreement will end upon the expiry of the agreed term, following an agreement of the Parties, by being terminated by the Customer, by withdrawal from the Agreement, or upon the Customer's death. If entered into a fixed term, the Agreement may not be terminated by means of a notice of termination with the exception of the procedure laid down in Section 11a, Paragraph 3 of the Energy Act.

3. The termination of the Agreement may be negotiated at the Customer's request only if the Customer substantiates that gas consumption at the supply point is terminated due to a change of registered office, establishment, residential address, sale of property, or the impossibility to supply gas thereto. In the cases referred to in the preceding sentence, the Customer must apply to the Trader in writing for the entry into an agreement terminating the Agreement at least 15 working days before the day on which the Customer wishes to end gas consumption. In the application, the Customer must specify the reason and the requested day on which consumption is to terminate, and specify an address to which the final invoice is to be sent. Documents substantiating the reason for the termination of the Agreement must be enclosed with the application. In the event that the Customer fails to fulfill any of the duties laid down in this paragraph of the ToS, the Trader may refuse to enter into an agreement terminating the Agreement.

4. If the Agreement is entered into for an open-ended term, the Customer may terminate the Agreement by serving a discretionary written notice of termination. The notice period lasts three months starting on the first day of the calendar month following the delivery of a written notice of termination to the Trader.

5. Either Party is entitled to withdraw from the Agreement in the event that:

- a) a decision is delivered under which the Counterparty is declared bankrupt,
- b) the connection to the distribution system is terminated by the applicable DSO in a substantiated manner.

6. The Customer is entitled to withdraw from the Agreement in the event the Trader commits a gross violation of duties arising under the Agreement. Considered a gross violation of duties by the Trader is the unsubstantiated termination of gas supply and an unsubstantiated failure to provide or secure related gas supply sector services.

7. Moreover, the Customer may withdraw from the Agreement in accordance with the provisions of Article VIII, Paragraph 1 of the ToS. If the Customer uses his right to withdraw from the Agreement in accordance with the foregoing, withdrawal enters into force as of the last day of the calendar month in which a notice of withdrawal is delivered to the Trader, unless the Customer specifies a later day for the withdrawal to enter into force.

8. The Trader is entitled to withdraw from the Agreement in the following cases:

- a) the Customer fails to pay a security deposit by the prescribed deadline, as requested by the Trader in accordance with Article III, Paragraph 15 of the ToS,
- b) the Customer stops taking gas from the Trader without substantiation or permanently leaves the supply point for which the Agreement is entered into,
- c) unauthorized offtake or unauthorized gas distribution is detected with regard to the Customer,
- d) the Customer is no longer able to consume gas at the supply point for which the Agreement is entered into,
- e) the Trader is unable to begin gas supply due to a fault on the part of the Customer.

9. Withdrawal from the Agreement must be effectuated in writing. Withdrawal from the Agreement enters into force on the day of delivery of a written withdrawal notice to the Counterparty or on the date stated in such a notice, provided that the date does not come before the delivery date and provided that the Agreement or the ToS do not stipulate otherwise. A notice of withdrawal from the Agreement is sent by the Customer to the Trader's registered office and by the Trader to the Customer's residential address (registered office) specified in the Agreement or to a mailing address of which the Customer will inform the Trader.

10. If the Trader withdraws from the Agreement, the Customer must allow the applicable DSO to take the final gas meter reading and, if applicable, to remove the gas meter, and must sign a gas supply termination certificate showing the gas meter reading.

11. If the Customer leaves the supply point without duly terminating the contractual arrangement, the Customer must pay the price for bundled gas supply until the Agreement expires.

12. In the event that the contractual arrangement is not duly terminated due to a fault on the part of the Customer whereupon damage is incurred by the Trader, the Customer must compensate the Trader for such damage.

## Article VIII. Price Change and Amendment to the ToS

1. At the Trader's initiative, the price of other gas supply services may be changed and the ToS amended only based on developments on the gas market, amendments to laws of general application governing this Agreement, or changes relating to technological development or the Trader's operations, where a change must be made using the procedure laid down in the Agreement.

## Article IX. Penalties

1. In the event of delay in the payment of any balance due arising under the Agreement, the debtor must pay the creditor late payment interest in accordance with laws of general application.

2. In levying a contractual penalty, the Party entitled to the contractual penalty must request the Counterparty to pay the contractual penalty by means of a written notice delivered to the Counterparty's mailing address. The notice must specify the amount of the levied contractual penalty, or a method for calculating the same, the due date, and the bank account to which the contractual penalty is to be paid.

## Article X. Customer Benefits

1. If the Customer is entitled to use a customer benefit or a product provided by the Trader in the framework of marketing campaigns, the entitlement expires upon the termination of the Agreement.

2. In the event that the Customer has already used a product and failed to comply with a contractual obligation relating to the use thereof, the Customer must compensate the Trader for the total cost incurred by the Trader for the use of the product by the Customer, unless the Parties agree otherwise.

## Article XI. Delivery

1. Unless otherwise specified in the ToS or in the Agreement, any notice or document ("document") to be delivered between the Parties may be sent to the recipient's mailing address stated thereby in the Agreement or to another address of which the recipient informs the Counterparty.

2. Delivery enters into force when the delivered document enters an area under the recipient's control regardless of whether the recipient examines the content of the document.

3. A document sent through a provider of postal services is considered delivered on the third working day after being mailed; a document sent to an address abroad is considered delivered on the 15th working day after being mailed.

4. The effect of the delivery of documents is as follows:

- a) a document delivered in person or by courier is considered delivered on the day of its handover to the recipient's person in charge,
- b) a document sent by fax is considered delivered upon the receipt of a confirmation of fax transmission or another document certifying the fact that the applicable fax message has been sent to the recipient,
- c) a document sent electronically by e-mail is considered delivered upon the receipt of an electronic confirmation of delivery or confirmation of being delivered sent from the recipient's e-mail address,
- d) a document sent by SMS text message is considered delivered upon the receipt of a confirmation delivered to the sender's mobile telephone that the SMS text message has been delivered to the recipient's mobile telephone,
- e) a document sent to a data box is considered delivered upon being delivered to the recipient's data box.

5. Information of general nature intended for Customers may be posted by the Trader at [www.ppas.cz](http://www.ppas.cz). Such information is considered duly delivered as of the day of being posted and made available at [www.ppas.cz](http://www.ppas.cz).

6. The Trader and the Customer send each other documents to the addresses stated in the Agreement or to addresses of which one Party informs the Counterparty at a later time or using electronic means using addresses of which the Parties inform one another upon the entry into the Agreement or at any time while contractual arrangement lasts.

## Article XII. Customer Portal

1. The Customer Portal is an Internet application accessible at <https://zakaznickycet.ppas.cz>, which serves as a platform for communication between the Trader and the Customer, based on which certain information pertaining to the performance of the Agreement is made available to the Customer through currently available functions and through which the Customer is authorized to maintain and change in a certain manner the contractual arrangement arising under the Agreement ("**Customer Portal**"). The use of the Customer Portal is free of charge.

2. If the Customer requests the Trader to open an account for the Customer ("**Account**") on the Customer Portal, the Trader will deliver to

the Customer, either in person or through a provider of postal services, login codes for the Account and, where applicable, other data based on which the Customer will be able to activate his Account on the Trader's website.

3. The Customer Portal provides the following functions for the Customer:

- a) functions allowing the provision of information to the Customer regarding the performance of the Agreement, such as:
  - aa) the Customer's contractual and contact information,
  - ab) billing data,
  - ac) information relating to the supply point/supply points,
  - ad) Agreement term,
  - ae) type and duration of the pricing product used by the Customer,
  - af) agreements on payment by installments,
- b) functions allowing the Customer to send notices to the Trader regarding changes in information stated in the Agreement, which do not necessitate an amendment to the Agreement, such as changes in:
  - ba) identification data,
  - bb) mailing addresses,
  - bc) bank information,
  - bd) e-mail address,
  - be) payment method,
- c) optional functions that allow the Customer to modify the contractual arrangement, where the Customer can request the following amendments to the Agreement:
  - ca) change in prepayments,
  - cb) change in the invoice delivery method,
  - cc) amendments to the Agreement, which the Trader allows Customers to make through the Customer Portal. Such amendments mainly include annexes pertaining to pricing products which change while the Agreement (Obligation) remains in effect.
- d) customer-service functions which allow the Customer to order services related to the performance of the Agreement, such as:
  - da) removal of gas meter,
  - db) increase in consumption,
  - dc) supply point connection.

4. On the Customer Portal, the Customer may apply for the activation of the electronic billing service based on which any and all subsequently issued invoices will be delivered to the Customer by means of their delivery in the PDF format to the Customer's Account on the Customer Portal and, at the same time, sent to the Customer's e-mail address instead of being mailed through a provider of postal services. In such a case, an invoice will be deemed delivered upon the elapsing of three days after the delivery thereof to the Customer's Account. The Customer may be automatically notified of the delivery of an invoice to the Account on the Customer Portal by means of a text message sent to the mobile number registered with the Account or using another suitable method. In connection with the use of the electronic billing service, the Customer has the duty to visit regularly the Customer Portal while the Agreement remains in force. The fact that the Customer does not receive an automated notice of the delivery of an invoice, regardless of the reason, has no effect on the fact that the invoice is considered delivered in accordance with this paragraph. The Customer is entitled to deactivate the electronic billing service. The deactivation of the electronic billing service has no effect on the delivery of invoices delivered to the Account prior to deactivation, where invoices issued after deactivation is carried out will be sent through a provider of postal services.

5. The Trader is subject to no restrictions as regards offering any other services and making available new functions on the Customer Portal.

6. The Trader may make login to the Account, requests for amendments to the Agreement, or the activation of certain services on the Customer Portal conditional on the delivery of an SMS text message containing a verification code, which must be entered into the Customer Portal for this purpose, or the Trader use another suitable method to verify the Customer's identity. For these purposes, the Trader may also request the Customer to present official documents, if deemed necessary for a given act.

## Security and Liability

7. The Trader must technically secure the protection and confidentiality of data contained in Accounts on the Customer Portal. The Customer must secure login data for the Account as well as data carriers on which such data and any and all other related data are stored using a method guaranteeing that no such data may be misused by unauthorized persons. For this purpose, the Customer must take any and all necessary measures that may be reasonably required. The Trader bears no responsibility for any misuse of login data for the Account by an unauthorized person. As soon as the Customer learns of actual or potential misuse of his login data, the Customer must inform the Trader immediately.

8. When the Agreement expires, the Customer will be able to use the Customer Portal for an additional 12 months after the expiration of the Agreement. The Customer may end the use of the Customer Portal at any time, but the Customer must provide the Trader with information to that effect in writing without unnecessary delay.

### **Article XIII. Personal Data**

1. In accordance with Act No. 101/2000 Coll. on Protection of Personal Data, as in effect ("**Personal Data Protection Act**"), by signing the Agreement, the Customer grants the Trader consent to the processing and maintaining of his personal data:

- a) for the needs of the Trader's information and accounting systems, for communication with the Customer, and for the needs of technical actions relating to the supply of gas,
- b) for the Trader's marketing needs, i.e. offering products and services, distributing information on events, products, and other activities, and distributing commercial messages using electronic means within the meaning of Act No. 480/2004 Coll. on Certain Information Society Services, as in effect, where the Customer has the option to use a simple procedure to revoke the consent to such use of his electronic contact information with regard to every individual distributed message,
- c) where applicable, for the needs of collecting the Trader's accounts receivable from the Customer arising from the Agreement, including, without limitation, through collection agencies commissioned by the Trader to communicate regarding the recovery of debts, conditions of financial settlement, and payment timetables, or, where applicable, assigning to third parties the Trader's accounts receivable from the Customer arising from the Agreement.

2. The Customer acknowledges that within the meaning of Section 5, Paragraph 2 of the Personal Data Protection Act, the Trader may process personal data without the Customer's consent for the following purposes:

- a) negotiating the entry into or amendment to the Agreement and the performance of the Agreement,
- b) protecting the Trader's rights and legitimate interests protected under the law.

3. For the purposes of the Agreement, personal data mean information concerning the Customer stated in the Agreement and in annexes to the Agreement, such as residential address, address of the supply point, date of birth, age, gender, bank information, and telephone number. The Customer grants consent to the Trader, the controller of such data, and acknowledges that the controller will process personal data directly using its employees, processors commissioned by the controller, and third parties that will be commissioned by the controller to process personal data based on agreements entered into in accordance with Section 6 of the Personal Data Protection Act.

4. Personal data will be processed both manually and by automated means, where processing means the use of personal data within the meaning of Section 4, Subsection e) of the Personal Data Protection Act, i.e. collecting, storing on data carriers, modifying, updating, searching, using, transmitting, maintaining, sorting, combining, blocking, and disposing of personal data. The Customer grants the Trader consent to the processing of his personal data for the duration of his contractual arrangement with the Trader and for no more than 36 months after the termination thereof or until the consent is revoked. The Customer acknowledges that the consent to the provision of personal data for the purposes listed in Paragraph 1 of this article is voluntary and may be revoked in writing at any time. The Customer has the right to access his personal data processed by the controller within the meaning of Section 12 of the Personal Data Protection Act, where the Customer has the right to be provided information on the purpose of processing, the extent of processed personal data, their sources, the nature of processing, and the recipient or recipients of personal data, as well as the right to the correction of personal data.

### **Article XIV. Miscellaneous**

1. The Parties undertake to refrain from disclosing the Agreement, in full or any of its parts that are not available in the public domain, and from disclosing information contained in the Agreement to any third party without the Counterparty's prior written permission. This requirement does not apply to cases where the Parties are required to disclose or provide information to a third party under a law of general application.

2. No provision of the Agreement the effect or force of which expires will prejudice other provisions, which will remain in effect and in force, whereupon the Parties undertake to negotiate the replacement of the provision the effect or force of which has expired with a new provision, which best corresponds to the originally intended purpose of the provision the effect or force of which has expired. Until such replacement, the appropriate provisions of Czech laws of general application will apply.

3. The Parties will primarily settle any and all disputes arising during or in connection with the performance of the Agreement through negotiati-

on with the aim of reaching an amicable settlement. If the Customer is a consumer, the Customer is entitled to an out-of-court settlement of disputes arising under this Agreement in accordance with Act No. 634/1992 Coll. on Consumer Protection, as in effect. The entity vested with the power to carry out-of-court settlement in this case in the Czech Republic is the Energy Regulatory Office. Additional information is available on the Internet at [www.ero.cz](http://www.ero.cz).

4. All disputes the Parties are unable to resolve amicably through negotiation or through out-of-court settlement of a consumer dispute will be settled by Czech courts with the relevant jurisdiction. In case that the Customer is classified in the Small Business segment and the Customer's registered office or supply point is or in the future will be outside the city of Prague, the Parties agree that disputes will be subject to the first-instance court with local jurisdiction over the Trader's registered office within the meaning of Section 89 a) of Act No. 99/1963 Coll., the Civil Procedure Code, as in effect.

5. To improve the quality of the Trader's services, the Trader may monitor telephone communication between the Trader and the Customer.

6. These ToS enter into effect and into force on 1 January 2016.