

1. General

- 1.1 The scope, quantity, quality, functionality and technical specifications of any goods, equipment, documentation, software, work or services to be provided by OEZ s.r.o. (collectively referred to as "**Supplies**") are exclusively defined as the case may be either in the order confirmation of OEZ s.r.o. or the Contract signed by the Customer and OEZ s.r.o.
- 1.2 The offer letter from OEZ s.r.o. together with these terms and conditions and those other documents expressly identified in the offer letter as forming part of the contract shall together constitute the entire agreement between the parties (the "**Contract**"). Any terms and conditions of the Customer shall apply only where expressly accepted in writing by OEZ s.r.o.
- 1.3 References in the Contract to "**OEZ s.r.o.**" are to the OEZ s.r.o. legal entity which signs the Contract, or another company from the Siemens group, unless the context otherwise requires. References to the "**Customer**" are to the legal entity to which the offer letter is addressed.
- 1.4 The Customer explicitly confirms that he has read, understood and agreed with the Article 8.2, 11.7 and 16.4 of these terms and conditions.

2. Right of Use

- 2.1 Except as expressly otherwise agreed in this Contract, as between the parties all intellectual and industrial property rights in the Supplies, in all documents provided by OEZ s.r.o. in connection with this Contract (the "**Documents**") and in all software, hardware, knowhow ("**IPR**") and other things provided with or as part of the Supplies and the Documents shall be the exclusive property of and vest in OEZ s.r.o. The Customer shall not be entitled to reverse engineer or to reproduce (or have reverse engineered, decompiled, or reproduced) the Supplies or goods delivered in connection with such Services or parts thereof unless required by applicable law to do so or Clause 2.3 applies.
- 2.2 The Customer may use the Documents unmodified and to the extent necessary for operation and routine maintenance of the Supplies by the Customer's own personnel, unless explicitly agreed otherwise in writing by OEZ s.r.o.
- 2.3 If the Supplies include OEZ s.r.o. software, such software is licensed under the licence terms contained in the software documentation, the software itself or in the attached licence terms (in each case the "**applicable license conditions**"), which shall prevail over this Clause 2. The software is issued in object code without source codes. The licence only grants the non-exclusive right to use the software as described in the applicable licence conditions or, if there are no applicable license terms, for the purpose of operation and routine maintenance of the Supplies.
- 2.4 The Supplies may include software and technologies by external providers, including Open Source Software, for which licences are provided by third parties ("**third-party technologies**") under special terms and conditions ("**third-party terms**"). OEZ s.r.o. will specify the third-party technologies and third-party terms in the software documentation, in the supplied source code (if any), in other complementary terms and/or README_OSS or similar files, if required to do so. If the third-party terms require provision of the third-party technologies in the form of a source code, then OEZ, s.r.o. will do so on request and against coverage of the related reasonable costs incurred by it.
- 2.5 Third-party technologies may include Open Source Software components ("**OSS components**") and/or Non-OSS Components ("**commercial software**"). OEZ, s.r.o. describes in the Readme OSS or similar files whether the third-party technologies are OSS components or commercial software. The Customer is entitled to use OSS components in compliance with the applicable licensing conditions for the Open-Source Software ("**OSS terms**"), with these OSS terms prevailing over the contract terms in relation to the OSS components. These OSS terms also prevail in relation to the software contained in the work or its parts, if the Customer is granted any specific rights of use on the basis of the combination of the OSS components with the software.
- 2.6 If the software contains commercial software to which third-party terms relate ("**commercial terms**") then these commercial terms shall apply under the responsibility of the respective third party towards the Customer. These commercial terms shall govern the entire licensing relationships between the third party and the Customer in relation to the commercial software, if the defined commercial terms

are explicitly mentioned in the contract as exclusive terms. If the commercial terms for the commercial software included in the software are specified in a separate licence document for the software or in the "Transferred information" section of the Readme OSS file with an addendum titled "Special terms of the provided licence – third parties", then the commercial terms will in addition apply to the relationship between OEZ s.r.o. and the Customer. In the case of any discrepancy, the commercial terms shall prevail over the Contract. As for the liability of OEZ s.r.o. towards the Customer, the Contract shall prevail in any case.

- 2.7 The rights granted in Clause 2 shall be transferable to a third party only together with the transfer of ownership of all of the Supplies to that third party.
- 2.8 Without prejudice to the Customer's intellectual property rights and subject to compliance with applicable law, OEZ s.r.o. and its Affiliates may for its own business purposes collect, use, modify, and copy any data received under this Contract. Any legal obligations regarding personal data shall remain unaffected.

3. Prices and Terms of Payment

- 3.1 Unless agreed otherwise in writing, prices exclude packing, freight, insurance and any other additional charges (such as storage, inspections by third parties). The price payable by the Customer under this Contract shall be referred to in this Contract as the "**Contract Price**".
- 3.2 The Contract Price is exclusive of any indirect taxes (such as property, license, sales, use, value added or similar tax) and/or any duties, customs or public charges related to the Contract. The Customer agrees to pay to or reimburse OEZ s.r.o. for any taxes, customs, duties or other public charges levied on OEZ s.r.o. in relation to the Supplies. All payments shall be made to OEZ s.r.o.' bank account without deduction (e.g. deduction of withholding tax) within 30 days after issuance of the invoice. If the Customer is required to make a deduction by law, the sum payable shall be increased so that OEZ s.r.o. receives a net amount equal to the amount it would have received without such deduction. The Customer shall provide to OEZ s.r.o. tax receipts in connection with the payments in due course.
- 3.3 Without prejudice to any other rights it may have, OEZ s.r.o. may charge a delay interest in the amount of 0.1 % of the amount due for each day of the delay.
- 3.4 Each party must pay all sums that it owes to the other party under this Contract free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as agreed otherwise in writing or as may be required by law.
- 3.5 OEZ s.r.o. is entitled to unilaterally change the Contract Price. Such a change in the contract price must be notified to the Customer in writing at least 15 days before delivery, e.g. by sending a new price list. The Customer is entitled to withdraw from the relevant contract by written notice within 2 working days of the notification of the unilateral change of the Contract Price. If the Customer does not withdraw from the respective contract within the aforementioned time limit, the Customer shall be deemed to agree with the change in the Contract Price (i.e. with the respective contract change). The change in the Contract Price notified to the Customer under this paragraph shall also apply to all orders placed by the Customer (contracts concluded between OEZ s.r.o. and the Customer) after notification of the change in the Contract Price, if the delivery occurs after the effective date of the change in the Contract Price (e.g. from the effective date of the new price list).

4. Delivery Times and Delay

- 4.1 Any agreed dates in respect of the Supplies or any part of them shall be extended by a reasonable period of time if and to the extent that OEZ s.r.o. is delayed or impeded in the performance of its obligations by any third party or by the failure of the Customer to perform its obligations. This includes without limitation the delivery of required documents (such as necessary permits and approvals), timely performance of any work to be undertaken by the Customer or any third party appointed by the

Customer, and compliance with the terms of payment. The delivery time is non-binding. In the Customer's order / order confirmation from OEZ s.r.o. or the offer from OEZ s.r.o. / acceptance of the offer by the Customer, the approximate delivery time within which the supply delivery can be made, assuming the usual course of events, is indicated. The delivery time is not binding on OEZ s.r.o. in case of unforeseeable events independent of the will of the parties, i.e. all cases of force majeure, including also pandemics, war events, interventions and prohibitions of authorities, delays in transport, customs clearance, damage caused by transport, etc. The aforementioned events, including those occurring at OEZ s.r.o.'s suppliers, entitle OEZ s.r.o. to extend the respective delivery time. Claims by the Customer for damages due to such an extension of the delivery time are excluded, unless OEZ s.r.o. caused the damage intentionally or through gross negligence.

- 4.2. Partial delivery and partial invoicing shall be permitted, unless such partial delivery cannot be reasonably expected from the Customer, taking into consideration both the interests of OEZ s.r.o. and the Customer.
- 4.3. If OEZ s.r.o. does not meet the agreed final delivery date solely due to the fault of OEZ s.r.o., the Customer shall be entitled to contractual penalty amounting to 0.5% of the price of that part of the Supplies, which, because of the delay, could not be put to the intended use per each completed week of delay, for which the Customer suffered loss as a result of such delay. Contractual penalty payable in case of delay shall be limited to 5% of the price of that part of the Supplies, which, because of the delay, could not be put to the intended use.
- 4.4. Any rights and remedies of the Customer in case of delay other than those expressly stipulated in this Clause 4 and in Clause 15.2 a) below shall be excluded, to the extent permissible by law.

5 Transfer of Risk and Title

- 5.1. Risk of damage to or loss of the Supplies shall pass to the Customer upon delivery.
- 5.2. The Supplies shall be deemed delivered if and when the Customer fails to take over the delivery without cause. In such case, the Supplies can be stored and insured at the risk and expense of the Customer, any payment obligations of the Customer shall become due, and all other consequences of the delivery shall apply accordingly (the Customer shall be obliged to perform its obligations according to the contract as if the Supplies have been delivered). The same consequences shall apply on the scheduled date of delivery if the dispatch is postponed for reasons attributable to the Customer.
- 5.3. Title in any part of the Supplies shall remain with OEZ s.r.o. until OEZ s.r.o. has received full payment for that part of the Supplies.

6 Force Majeure

- 6.1. A **"Force Majeure Event"** means any event which is beyond the reasonable control of a party or its subcontractors, which could not have been prevented by good industry practice and which results in a party (the **"Affected Party"**) being unable to perform or being delayed in performing in whole or in part its obligations under this Contract. Force Majeure Events include, among others, acts of war, riot, civil commotion, terrorism, natural disaster, epidemic, strikes, lock-outs, attacks on OEZ s.r.o.' IT systems (such as virus attacks, hacker attacks), non-issuance of licences, permits or approvals, or any other act or failure to act by any public authority, or embargos or any other trade sanctions.
- 6.2. If a Force Majeure Event occurs, the Affected Party will be deemed not to be in breach of its obligations under the Contract for so long as and to the extent necessary to overcome the effects of the Force Majeure Event.
- 6.3. The Affected Party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and of its affected obligations.
- 6.4. If one or more Force Majeure Events and their effect lasts for a period of 180 days in aggregate either party may terminate the Contract by giving to the other a written notice of termination with regard to the part of the Supplies not yet delivered. With regard to the part of the Supplies not delivered, OEZ

s.r.o. shall be entitled to reimbursement from the Customer of its unavoidable costs related to such termination.

7 Obligations of the Customer

- 7.1 The Customer shall apply for and obtain all necessary licences, permits and approvals required for the commissioning, acceptance, and use of the Supplies.
- 7.2 The Customer is solely responsible for design, implementation and maintenance of a holistic state-of-the-art security approach to protect its business, plants, systems, machines and networks (including products) against cyber threats. A "**Cyber Threat**" means any circumstance or event with a potential adverse impact on Customer's plants, systems, machines and networks (including products) taking the form of unauthorized access, destruction, disclosure and/or modification of information, denial of service (DoS attack) or similar scenarios. This concept must include, but is not limited to:
- (a) Installations of updates as soon as they are available in accordance with OEZ s.r.o.'s installation instructions and using the latest versions of the products (this may include Customer's purchase of hardware and software updates). An "**Update**" means any software that primarily includes a fix for a software bug in the product, an update that addresses a vulnerability (a "**patch**"), and/or minor improvements or enhancements to the product, but does not include significant new features. Using versions of products that are no longer supported and not installing the latest updates may increase the Customer's exposure to Cyber Threats,
 - (b) Compliance with security recommendations, installation of patches, and implementation of other related measures, including but not limited to those published at <http://www.siemens.com/cert/en/cert-security-advisories.htm>,
 - (c) Periodic vulnerability scanning and testing, provided, however, that (i) it is not performed while the product is being used, (ii) the system configuration and security level of the product is not modified, and (iii) if vulnerability is identified by Customer, the Customer shall comply with OEZ, s.r.o., the Customer shall not be entitled to refuse to accept the product if OEZ s.r.o. classifies the relevant vulnerability as irrelevant, and is not entitled to disclose the vulnerability without the prior written consent of OEZ s.r.o.,
 - d) Implementation and maintenance of the most advanced passwords,
 - e) Connection of the Customer's systems, machines and components and products to the corporate network or the Internet only if and to the extent that such connection is necessary and only if adequate security measures (e.g. firewalls, network client authentication and/or network segmentation) are provided and manufacturers' instructions are followed,
 - (f) Minimisation of the risk of malware penetration (e.g. through the contents of USB storage media and other external storage devices connected to the products) through malware scanners or other respective means.
- 7.3 The Customer acknowledges that hazardous waste as defined in applicable law may be generated during on-site supplies. The Customer shall provide, at its own expense, containers meeting all legal and regulatory requirements and shall handle, store and dispose of hazardous waste in accordance with applicable law.

Prior to performing any work, the Customer shall inform OEZ s.r.o. of any health or safety hazards that may originate at the Customer's plant or facility or that may be present at the Customer's site, including, but not limited to, hazardous materials that may be present beyond those already expressly identified in the Contract or that may be generated or released in connection with the supplies ("**Health and Safety Hazards**").

If any potential health or safety risk arises, OEZ s.r.o. may, without limiting its other rights and remedies, suspend work until the relevant health or safety risk is permanently eliminated or until the Customer has implemented the protective and preventive measures required by OEZ s.r.o.

The Customer shall reimburse OEZ s.r.o. for any additional costs incurred as a result of the implementation of any special protective and preventive measures that OEZ s.r.o. deems necessary to address the existing health and safety hazards and the costs resulting from the interruption. The contractual schedules, agreed dates and deadlines will be adjusted accordingly.

The Customer shall be responsible for the health and safety conditions at the relevant site, shall comply with any applicable European Union laws, regulations and requirements, and shall establish and implement risk assessments of potential hazards to the health and safety of workers on site, measures to control such risks (including appropriate safety and work regulations for on-site work, emergency and evacuation procedures and effective medical assistance systems and resources), and any necessary remedial action. The Customer shall provide OEZ s.r.o. and its subcontractors or sub-suppliers' personnel with required safety and work regulations and related training prior to performing any on-site activities. If OEZ s.r.o. provides Customer with safety and health documentation for the applicable site, Customer shall comply with the regulations set forth in such documentation, including any updates provided.

The Customer is responsible for ensuring that the relevant site, including the surrounding air and all parts of the plant with which OEZ s.r.o. Employees, subcontractors or sub-suppliers may come into contact, is free of asbestos. The ambient air will be considered as asbestos-free if the concentration of fugitive asbestos fibres does not exceed 1,000 fibres/m³ measured by SEM or 10,000 fibres/m³ measured by PCM. At the request of OEZ s.r.o., the Customer is obliged to have these conditions confirmed by an authorised and independent institution. OEZ s.r.o. is authorised to carry out the relevant measurements.

In the event that the aforementioned parts or the surrounding air contain asbestos, or if the permanent absence of asbestos is not ensured, OEZ s.r.o. may, without prejudice to its other rights and claims, suspend any work in the affected areas and refuse any delivery of asbestos-containing parts to its plant or workshop until the relevant site and parts have been certified as asbestos-free by an authorised and independent institution. The cost of such confirmation and/or other asbestos related expenses at the relevant site shall be borne by the Customer. However, OEZ s.r.o. may agree to carry out a limited scope of work under specified protective measures, to the extent determined by OEZ s.r.o. OEZ s.r.o. will be entitled to be reimbursed for any additional costs incurred and to a corresponding extension of time for completion of the deliveries

- 7.4 The Customer shall be responsible for collection and disposal of waste electric and electronic equipment and industrial batteries after their end of life, at its cost and in compliance with the relevant applicable local legislation.
- 7.5 If Supplies are delayed due to circumstances for which OEZ s.r.o. is not responsible, the Customer shall pay OEZ s.r.o. all additional costs arising from such delay.

8 Changes

- 8.1. If applicable laws, rules and regulations, engineering standards and codes of practice, and decisions or guidance issued by courts or public authorities are amended or added to after the date of Contract signature, OEZ s.r.o. shall be entitled to an adjustment of the Contract, including inter alia an adjustment of the Contract Price to reflect any additional costs to be incurred by OEZ s.r.o., the time schedules and scope of Supplies, as necessary in order to compensate for any adverse effects or additional requirements deriving from such changes.
- 8.2. The Customer shall assume the risk of changes of circumstances according to Sections 1764 to 1766 of the Civil Code.

9 Defects Liability

- 9.1 In this Contract, and subject to Clause 9.2, a defect shall mean any non-conformity of the Supplies with the express terms of this Contract resulting from circumstances existing in the Supplies at the time of the transfer of risk to the Customer ("**Defects**").
- 9.2 In particular, the following shall not be Defects:
- normal wear and tear, non-conformity resulting from excessive strain,
 - non-conformity resulting from faulty or negligent handling; non-compliance with instructions or recommendations in operation or maintenance manuals and other documents;

- c) installation, erection, modification, commissioning, or pre-commissioning, in each case not carried out by OEZ s.r.o.,
- d) non-reproducible software errors,
- e) defects which do not significantly impair the use of the respective Supplies,
- f) defects caused by inappropriate equipment and/or inappropriate operation environment where neither the equipment nor the environment was provided by OEZ, s.r.o. on the basis hereof, or defects caused by external risks, which OEZ, s.r.o. did not explicitly adopt on the contractual basis. This is without prejudice to potential claims of the Customer in connection with other agreements with OEZ, s.r.o.

- 9.3 The Customer shall immediately inspect the Supplies upon delivery and shall notify OEZ s.r.o. in writing of any Defects without undue delay. The Customer's claims in respect of defects shall be excluded for any apparent defects if the Customer has failed to do so.

Upon such written notification, OEZ s.r.o. shall, at its option, remedy a Defect by repair, replacement, or re-performance. OEZ s.r.o. shall be given a reasonable period of time and opportunity to remedy the Defect. For this purpose, the Customer shall grant OEZ s.r.o. working access to the non-conforming Supplies, shall undertake any necessary dis-assembly and re-assembly, and shall provide access to operation and maintenance data, all at no charge to OEZ s.r.o.

- 9.4 Unless otherwise agreed, the defects liability period for the Supplies is 12 months. It starts at the date of transfer of risk of damage.

For replaced or repaired parts of the Supplies, the defects liability period is 6 months from the date of replacement or repair, if the original defects liability period for the Supplies has expired earlier. In any event, the defects liability period shall end no later than 24 months from the beginning of the original defects liability period.

- 9.5 OEZ, s.r.o. does not guarantee that any part of the Services is safe with regard to Cyber Threats and that there are no weak points in them. If software is defective, OEZ s.r.o. shall only be obliged to provide the Customer with an updated version of the software in which the Defect has been remedied when such updated version is reasonably available from OEZ s.r.o. or, if OEZ s.r.o. is only the licensee, from OEZ s.r.o.'s licensor. If the software has been modified or individually developed by OEZ s.r.o., OEZ s.r.o. shall in addition provide the Customer with a workaround or other interim corrective solution until the provision of an updated version of the software, if such workaround or interim solution is feasible at reasonable expense and if otherwise the Customer's business operations would be substantially impeded. These Defects will only be corrected in the latest software version provided on the basis hereof. This is without prejudice to any potential claims of the Customer in connection with any earlier version of the software, as long as the Customer has been rightly using a licence related to the earlier software version (because the Customer was provided with the possibility to exercise the right of use in relation to the earlier version). OEZ s.r.o. shall not be responsible for software Defects if the software has been provided free of charge and/or for validation purposes, such as in the case of test licences or demo licences or supplementary programs with application examples attached to the supply.

- 9.6 If OEZ s.r.o. carries out remedial work and it is ultimately not established that there was a Defect, the Customer shall pay OEZ s.r.o. for such remedial work including error diagnosis.

- 9.7 Any other liability of OEZ s.r.o. and rights and remedies of the Customer in case of defects of the Supplies, other than those expressly stipulated in this Clause 9 or, in case OEZ s.r.o. failed at least three times in remedying the defect, in Clause 15.2 b) shall be excluded. All warranties, representations, conditions, and all other terms of any kind whatsoever implied by by-laws or statutes are, to the fullest extent permitted by applicable law, excluded from this Contract. If OEZ s.r.o. has provided a quality guarantee then this guarantee shall replace rights following from defective supply.

10 Intellectual Property Rights

- 10.1 If a third party asserts legitimate claims against the Customer that the Works infringe an IPR owned by such third party, then subject to the following provisions of this Clause 10, OEZ s.r.o. shall, at its option and expense, either
- obtain a right to use the relevant IPR in connection with the Supplies;
 - modify the Supplies so as not to infringe the relevant IPR; or
 - replace the infringing part of the Supplies.

If, in the opinion of OEZ s.r.o., none of the foregoing is reasonably possible, OEZ s.r.o. may take back the relevant part of the Supplies and reimburse the price for such part.

- 10.2 OEZ s.r.o.' obligations in Clause 10.1 are subject to the following conditions:
- The Customer has immediately notified OEZ s.r.o. in writing of the third party's claim and furnished OEZ s.r.o. with a copy of each communication, notice or other action relating to the alleged infringement,
 - the Customer does not acknowledge an infringement and provides OEZ s.r.o. with the authority, information and assistance reasonably required by OEZ s.r.o. to defend or settle such claim, and
 - OEZ s.r.o. is given sole control of the defence (including the right to select counsel), and the sole right to settle such claim.

If the Customer ceases to use the Supplies or any relevant portion thereof, it shall notify the third party in writing that its cessation of use is not an admission of IPR infringement.

- 10.3 Any claims of the Customer shall be excluded if the Customer (including its agents, employees or contractors) is responsible for the IPR infringement, which shall include without limitation if the IPR infringement was caused by specific demands of the Customer, by use of the Supplies for a purpose or in a manner not foreseeable by OEZ s.r.o., by a modification of the Supplies by the Customer or by use of the Supplies in connection with other equipment.
- 10.4 This Clause 10 sets forth OEZ s.r.o.' sole and exclusive liability for infringement of third party IPRs. Any other or further rights and remedies of the Customer shall be excluded.

11 Liability

- 11.1 Unless explicitly stipulated in this Contract, this Clause 11 shall exclusively govern the liability of OEZ s.r.o. for damages, costs and expenditures, regardless of the legal theory upon which it is based, including, but not limited to liability in Contract, in tort (including negligence), misrepresentation, indemnity, under warranty or otherwise.
- 11.2 OEZ s.r.o. shall be liable for bodily injuries and for intentional acts or omissions pursuant to the applicable law.
- 11.3 OEZ s.r.o. shall in no event be liable, whether pursuant to any indemnity or in contract, tort (including negligence and statutory duty) or otherwise for loss of profit or revenue, loss of production, interruption of operations or loss of use, cost of capital, loss of interest, loss of information and/or data, for claims arising from Customer's contracts with third parties, or for any indirect or consequential damage.
- 11.4 OEZ s.r.o.' total liability, whether pursuant to any indemnity or in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with the Contract shall not exceed in aggregate 100% of the original Contract Price.
- 11.5 Any limitations of liability set forth in this Contract shall also apply for the benefit of OEZ s.r.o.' subcontractors, employees, agents or any other person acting for OEZ s.r.o.
- 11.6 Any and all liability of OEZ, s.r.o. to remedy a loss under this Contract shall cease with the expiry of the defects liability period, unless in contradiction with the cogent provisions of applicable legislation.

- 11.7 If the performance under the contract is to be provided for the fulfilment of the Customer for the benefit of a third party and the Customer is not to be the end user or sole user of the supply or its part, the Customer is obliged to ensure that his liability to this third person is limited to the same scope as the scope of liability between OEZ s.r.o. and the Customer is limited under these terms and conditions. Should the Customer and third party for which the fulfilment under the contract is provided fail to appropriately agree such limitation of liability, the Customer will be obliged to compensate OEZ s.r.o. for any damages in an amount equal to the difference between the compensation of damages really paid by the OEZ s.r.o. to a third party and the damages which would otherwise be paid to the third party if the above mentioned limitation of liability was applicable.
- 11.8 Any rights and remedies of the Customer against OEZ s.r.o. that are not expressly stipulated in the Contract shall be excluded.
- 11.9 Notwithstanding the other provisions of this Agreement, liability arising out of or arising from a nuclear incident shall be governed solely by the following provisions of this Article and by the principles of international conventions (Vienna Convention on Civil Liability for Nuclear Damage adopted on 21 May 1963 or the Convention on Third Party Liability in the Field of Nuclear Energy of 29 July 1960, as amended by the Additional Protocol of 28 January 1964 and the Protocol of 16 November 1982). **"Nuclear Incident"** means any incident or series of incidents of the same origin which cause injury or death or loss or damage to property, loss of ability to use property, environmental harm or damage or any financial loss not related to the above harm or damage that results or is the result of radioactive, toxic, explosive or other hazardous properties of source materials, especially nuclear materials or by-products.

The Customer waives all claims and rights of recourse and shall provide written evidence that its insurers waive all rights of recourse and indemnify and relieve OEZ, s.r.o. (and all Siemens Group companies and their employees, officers, agents, suppliers, subcontractors, licensors and their respective employees) of all liability for all claims, damages, losses and expenses (including legal fees and expenses, and ecological restoration costs) related to injury, disease, illness or death or property damage, damage to environment or financial damage not related to the above-mentioned losses or damage, including but not limited to harm, loss of use, or damage that occurs or arises as a result of a nuclear incident, both at the location (including all nuclear power plants on site) and outside the location.

The Customer shall maintain in force nuclear liability and nuclear liability insurance acceptable to OEZ, s.r.o. or ensure that such insurance is maintained by the owner and / or operator of the equipment. Under this insurance, OEZ, s.r.o. will either be listed as an additional policyholder or it will be stipulated that OEZ, s.r.o. will be protected according to its current share.

In no event will the customer consider or present OEZ, s.r.o. as a nuclear power plant operator for any purpose. In addition, the customer shall take the necessary steps to ensure that the owner and / or operator of the power plant is declared a nuclear power plant operator by the competent governmental authorities of the country for which the work is intended (final location).

Without incurring any costs to OEZ, s.r.o., the customer shall perform the required decontamination, disposal and radiation hygiene to the extent necessary to fulfil OEZ' contractual obligations. This includes decontamination of OEZ equipment or tools used to fulfil its contractual obligations. In no event will OEZ, s.r.o. be obliged to carry out such decontamination, disposal or radiation hygiene, and the schedule will be adjusted to take into account any delays caused by these measures.

The protection provided by OEZ, s.r.o. under the provisions of this Article shall remain in force until the nuclear power plant is permanently decommissioned. This Article may be applied by OEZ, s.r.o. employees, officers, agents, suppliers, subcontractors, licensors and their respective employees.

12 Assignment

- 12.1 The Customer may not assign this Contract or any part thereof without OEZ s.r.o.' prior written approval.

- 12.2 OEZ s.r.o. may assign the Contract or any part of it to an affiliated company ("**Affiliate**"), being any legal entity ("**Company**") which directly or indirectly is controlled by OEZ s.r.o., controls OEZ s.r.o. or is controlled by a Company which directly or indirectly controls OEZ s.r.o.
- 12.3 OEZ s.r.o. shall further be entitled to assign the whole Contract or a part of it to any third party, in the event of a sale or other transfer of the business (enterprise as going concern) or a part of the business (part of enterprise as going concern) of OEZ s.r.o. to a third party.

13 Confidentiality

- 13.1 The parties shall use any documents, know-how, data or other information provided by the other party ("**Information**") exclusively for the purpose of this Contract and keep the same confidential subject to the following. The parties may disclose Information to employees of the receiving party and to third parties who reasonably need to know such Information for the purpose of the Contract provided such employees and third parties are bound by equivalent confidentiality obligations. The party disclosing Information shall be held liable for a breach of such obligations by its employees or a third party.
- 13.2 This confidentiality obligation shall not apply to Information which
- a) is or becomes part of the public domain other than by fault of the receiving party;
 - b) is disclosed to the receiving party in good faith by a third party who is entitled to make such disclosure;
 - c) is developed independently by the receiving party without reliance on Information;
 - d) was known to the receiving party prior to its disclosure by the other party; or
 - e) is required to be disclosed by law (subject to the receiving party's obligation to notify the disclosing party in a timely manner of such requirement).
- 13.3 This confidentiality obligation shall survive the expiration or termination of this Contract for 5 year.

14 Suspension

- 14.1 OEZ s.r.o. may suspend performance of its obligations under the Contract, if (i) the Customer is in delay with any payment or in providing any payment security required under this Contract for more than 30 days, (ii) the Customer fails to perform those of its obligations necessary for OEZ s.r.o. to complete or deliver the Supplies, or (iii) the Customer otherwise materially breaches the Contract.
- 14.2 If OEZ s.r.o. suspends the Contract in accordance with Clause 14.1 or in the event the Customer suspends the Contract without the express written agreement with OEZ s.r.o., the Customer shall become immediately liable to pay OEZ s.r.o. for all parts of the Supplies already provided. The Customer shall further reimburse OEZ s.r.o. all reasonable additional costs and expenses incurred as a result of such suspension (e.g. payments to subcontractors, cost of waiting time, demobilization and remobilization, etc.). Any contractual dates shall be extended for a reasonable period to overcome the effects of the suspension.

15 Termination

- 15.1 Either party may terminate this Contract with immediate effect by written notice, if the other party becomes bankrupt or insolvent, has a receiving order made against it or compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors or goes into liquidation.
- 15.2 Save as provided under Clause 6.4 and Clause 15.1, the Customer is only entitled to terminate the Contract in the cases set out below and in each case upon written notice delivered to OEZ s.r.o. 14 days in advance:
- a) in the event of delay, if the maximum contractual penalty under Clause 5.4 is payable, a reasonable additional period of time for delivery has been granted to OEZ s.r.o. and has expired, and within that time OEZ s.r.o. not provided a commitment to pay further contractual penalty exceeding the before-mentioned maximum contractual penalty in respect of the continuing period of delay; or

b) in the event OEZ s.r.o. has materially breached the Contract and has not remedied the breach within a reasonable period after receiving written notification of the breach from the Customer.

15.3 Any termination by the Customer shall not affect those parts of the Supplies already delivered or performed in accordance with the Contract prior to the termination. After termination in accordance with Clause 15.2, the Customer shall remain liable to pay OEZ s.r.o. for all parts of the Supplies already delivered prior to termination. In the case of the Contract termination pursuant to Clause 15.1 or 15.2, the Customer shall be entitled to compensation for the reasonable costs incurred in excess of the Contract Price if it had the defective Supplies delivered/remedied by a third party. For the avoidance of doubt, Clause 11 shall apply in case of termination. The right to rescind the Contract is excluded.

15.4 Notwithstanding any other rights it may have under this Contract, OEZ s.r.o. may terminate the Contract

- a) if the Customer comes under the direct or indirect control of any competitor of OEZ s.r.o., or
- b) if the Customer materially breached the Contract and has not remedied the breach within a reasonable period after a notification by OEZ s.r.o. or is in delay in making any payment or in providing any payment security required under this Contract for more than 60 days; or
- c) if the Contract has been suspended for more than 60 days.

15.5 In the event of termination by OEZ s.r.o., OEZ s.r.o. shall be entitled to recover from the Customer (i) the Contract Price less any saved or avoided expenditure and (ii) any additional cost and expenses incurred by OEZ s.r.o. due to such termination.

16 Dispute Settlement / Applicable Law

16.1 The Contract and any dispute or claim arising from, in connection with this Contract, its subject matter or its execution (including non-contractual disputes or claims) shall be governed by and construed in accordance with the substantive laws of the Czech Republic, excluding its choice-of-law provisions. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

16.2 If any dispute arises out of or in connection with this Contract, responsible representatives of the parties shall attempt to resolve the dispute by honest negotiations and in good faith. Upon request of any of the parties, the negotiations shall be attended by representatives of senior management of each party. Each party is entitled to terminate such efforts at any time by written notice to the other party (parties). No provision of this Article shall limit the right of the parties to apply to the court of competent jurisdiction to seek preservation of the status quo or interim measures.

16.3 All disputes arising out of or in connection with the Contract that cannot be settled according to Article 16.2, including any question regarding the termination or any subsequent amendment of the Contract shall be finally settled by the local competent court in the place of the registered seat of OEZ, s.r.o.

16.4 Section 558 (2), Section 1726, Section 1728, Section 1729, Section 1740 (3), Section 1744, Section 1757 (2) and (3), Section 1765, Section 1798 to 1800, Section 1950, Section 1995 (2) and Section 2630 of the Civil Code shall not apply. The parties expressly confirm that this contract shall be concluded by them as entrepreneurs within their business. Neither of the parties has a weaker position towards the other party.

17 Export Regulations

17.1 The Customer shall observe all valid sanctions, embargoes and legal and administrative regulations regulating (re)export controls, and in any case the sanctions, embargoes, legal and administrative regulations regulating (re) export controls in the European Union and the United States of America and in the local competent jurisdictions (collectively referred to as "Export Regulations").

17.2 Prior to any transaction concerning goods supply (including maintenance, technical support and/or technology) to a third party, the Customer shall use appropriate measures to check and confirm that:

- a) The use, transfer or distribution of goods supplies by the Customer, contract intermediations or provision of any other economic resources in connection with the supplies shall not violate any Export Regulations, including the ban of bypassing them (for example, by means of unauthorised route change),
- b) The goods shall not be designed or provided for any prohibited or non-permitted non-civil purposes (such as armament, nuclear technology, weapons or other uses in the area of defence and armed forces),
- c) All direct and indirect partners involved in the takeover, use, transfers or distribution of goods have been checked against the relevant lists of restricted persons and entities according to the Export Regulations concerning trading with legal entities, natural persons and organizations listed therein,
- d) In the scope of the restrictions related to the individual items specified in the relevant annexes to the Export Regulations, the goods shall not be (i) exported, directly or indirectly (for example via the Eurasian Economic Union (EAEU) countries), to Russia or Belarus, nor (ii) resold to any third party not taking up a prior commitment not to export the work to Russia or Belarus, unless permitted by the applicable Export Regulations.

- 17.3 Unless permitted by the Export Regulations or the applicable governmental permits or approvals, the Customer (i) shall not download, install or use software, cloud services and/or documentation and shall not access them from a place or in a place prohibited by the complex sanctions or subject to complex sanctions or requirements for obtaining a permit pursuant to the Export Regulations, (ii) shall not provide access to the software, cloud services and/or documentation, shall not transfer these, (re)export them (including the potential “deemed (re)export”) and shall not make them accessible to any natural person, legal entity or organization listed among the restricted persons and entities pursuant to the Export Regulations or owned or controlled by a person or entity listed therein, (iii) shall not use the software, cloud services and/or documents for any purpose prohibited by the Export Regulations (such as use in connection with armament, nuclear technology or weapons), (iv) shall not post on the cloud service platform any content, except for content not subject to control (such as in the EU: AL = N; in the USA: ECCN = N or EAR99), (v) shall not provide assistance with a similar activity to any legal entity, natural person or organisation to whom the Customer has provided access, transferred to or otherwise made accessible the software, cloud services and/or documentation (collectively referred to as “User(s)”).
- 17.4 The Customer shall provide all Users with complete information needed to assure compliance with the Export Regulations. The Customer (i) shall be responsible for the use of the cloud services by the User(s), (ii) shall ensure transfer of all liabilities of the Customer under this Article 18 onto every User, and (iii) ensure that all Users comply with the Customer’s liabilities pursuant to this Article 17. If the Customer becomes aware of any violation of their liabilities pursuant to this Article 17 by a User, then the Customer shall immediately terminate that User’s access to the cloud services.
- 17.5 The Customer shall provide OEZ, s.r.o on request with all information about the User(s), the scheduled use and the place of use of the goods. The Customer shall notify OEZ, s.r.o. in advance of provision about any information concerning defence or requiring controlled or special data handling pursuant to applicable governmental regulations, and shall use tools and methods of the information disclosure specified by OEZ, s.r.o.
- 17.6 The Customer shall indemnify and hold harmless both OEZ s.r.o., its suppliers and their representatives in case of any claims, damages, penalties and costs (including costs of legal representation) related in any way to violation of this Article 17 by the Customer, including violation or alleged violation of the Export Regulations by the Customer or its business partners, and shall compensate OEZ s.r.o. for all related loss and expenses.

18 Miscellaneous

- 18.1 OEZ s.r.o. shall not be obliged to fulfil this Contract if such fulfilment is prevented by any impediments arising out of national or international foreign trade requirements, customs requirements, embargoes or other sanctions, including but not limited to sanctions imposed by the United Nations, the European Union or the United States of America that may, at the sole discretion of OEZ, s.r.o., expose OEZ, s.r.o. or any of its Affiliates to sanctions, fines or other measures of public authorities harming OEZ, s.r.o. or any of its Affiliates.
- 18.2 If any provision of this Contract is prohibited or declared invalid or unenforceable by any court or tribunal of competent jurisdiction, this shall not affect the validity or enforceability of any other

provision. The parties shall use their reasonable efforts to substitute such provision by a legal, valid or enforceable one with the same or a similar result.

- 18.3 Notices related hereto, or amendments hereof (including a potential waiver of the written form requirement), other notifications and the Contract as such shall be made either in writing or in the electronic format with electronic signatures using a software instrument for electronic signature attachment.
- 18.4 If either party exercises a right, claim or remedy granted by the law or under this Agreement with delay or if it does not exercise such right, claim or remedy at all, that right, claim or remedy shall not be affected or impaired, and such delay or non-exercise shall not constitute a waiver of that right, claim or remedy.
- 18.5 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.
- 18.6 This Contract is drawn up in Czech. If this Contract is translated into another language, the Czech language text shall in any event prevail.