

Service Contract of an Audit Committee Member

between

ČEZ, a. s.

and

.....

Service Contract of an Audit Committee Member

ČEZ, a. s., a company having its registered office in Praha 4, Duhová 1444/2, postcode: 140 53, Company reg. No.: 45274649, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, File 1581,

(hereinafter referred to as the “**Company**”)

on the one part

and

.....,

born, domiciled at

who was elected as a member of the Audit Committee by the General Meeting of the Company on / who became a substitute member of the Audit Committee¹ on, and accepted the position

(hereinafter referred to as the “**Audit Committee member**”)

on the other part,

(hereinafter also collectively referred to as the “Contracting Parties”)

have hereby agreed on the following terms and conditions of service on the Company’s Audit Committee:

1. Subject Matter of the Contract

- 1.1. This Contract specifies in detail the terms and conditions for serving on the Audit Committee and regulates mutual rights and obligations between the Contracting Parties both during the term of service and thereafter.
- 1.2. The Audit Committee member’s rights and obligations relating to service on the Audit Committee arise from legal regulations, the Company’s Articles of Association, the Rules of Procedure of the Audit Committee, Audit Committee resolutions, and this Contract.

The Audit Committee member is obliged to perform his/her role with due diligence.

The Audit Committee member shall regularly perform his/her duties at the following address: Praha 4, Duhová 425/1, Duhová 1444/2, and Duhová 1531/3, postcode 140 00, and shall undertake domestic and foreign travel outside the place of regular service if required by due performance of his/her duties.

2. Remuneration and Other Consideration

- 2.1. The Company undertakes to provide the Audit Committee member with:

¹ Select as appropriate

- a) Monthly remuneration for his/her service
- b) Material resources for the performance of office duties
- c) Reimbursement of costs related to the performance of duties

(hereinafter collectively referred to as "Consideration")

all in the amount and under the terms and conditions set forth in Annex 1 hereto, "Rules for Providing Consideration to the Audit Committee members" (hereinafter referred to as "Annex 1 hereto"), except where the law does not permit providing such consideration.

3. Conflict of Interests

- 3.1.** The Audit Committee member shall abide by rules for conflict of interest within the statutory scope. The Audit Committee member's conflict of interest shall also mean:
- a) the Audit Committee member's undertaking business within the scope of activities of the Company, including for the benefit of third parties, or mediating the Company's business for third parties,
 - b) the Audit Committee member's membership in the statutory governing body of another legal entity with the same or similar business or other similar position, unless it is a concern or an entity controlled by the Company,
 - c) the Audit Committee member's participation in the business activities of another business corporation as a member with unlimited liability or as the controlling entity of another entity engaged in the same or similar line of business.

unless such activity of the Audit Committee member is approved in advance by the General Meeting at the time of election or in the course of holding office.

4. Protection of Certain Facts

- 4.1.** For the term of service as well as after termination thereof, the Audit Committee member undertakes not to disclose or make available to a third party without authorization any facts that constitute the Company's trade secret, the Company's internal information, or that are of a confidential nature and whose disclosure to third parties might cause harm to the Company (or its business partners). This restriction also applies to data recording and data transfer media containing such facts. The Audit Committee member undertakes to handle the information classified pursuant to Act No. 412/2005 Coll., on the protection of classified information and on security clearance, as amended (hereinafter referred to as the "Classified Information Protection Act"), and its implementing regulations in accordance with these legal regulations.

5. Obligations of the Company

- 5.1.** The Company undertakes to:
- a) provide the Audit Committee member with consideration within the scope and under the terms and conditions set forth in Article 2 hereof and in Annex 1 hereto, except where the law does not permit providing such consideration,
 - b) upon request, provide the Audit Committee member with documents, data, and other materials necessary for his/her service on the Audit Committee via specialized departments,
 - c) disclose classified information pursuant to the Classified Information Protection Act and its implementing regulations to the Audit Committee member if his/her service

on the Audit Committee so requires and provided that the Audit Committee member is a person designated to access classified information,

- d) disclose facts constituting the subject of a trade secret to the Audit Committee member if his/her service so requires,
- e) keep the Audit Committee member informed of safety regulations if his/her service so requires.

6. Handling Insider Information

- 6.1.** The Audit Committee member acknowledges that he/she may, due to the nature of his/her activities within the Company, be an insider under the Regulation (EU) No. 596/2014 of the European Parliament and of the Council on market abuse, as amended (hereinafter referred to as the "Market Abuse Regulation") and that he/she may, depending on the circumstances, be included in the list of insiders sent to the Czech National Bank in respect of specific internal information of the Company. By signing the Service Contract, the Audit Committee member undertakes to comply with the legal and regulatory obligations of insiders under the Market Abuse Regulation, generally binding market abuse legislation, and related internal documentation of the Company. The Audit Committee member declares that he/she has understood the sanctions related to insider trading and unauthorized disclosure of insider information.
- 6.2.** By signing the Service Contract, the Audit Committee member declares that he/she has become acquainted with the Company's internal documentation and agrees to comply with it.

7. Indemnity

- 7.1.** In case:
 - a) the Audit Committee member at any time (including after the termination of his/her service on the Audit Committee) gets a justified impression that his/her right to protection of person, civic honor, professional reputation, or human dignity has been infringed by a third party by means of the press, radio, television, or other mass media in connection with his/her service on the Audit Committee or termination thereof, and the Audit Committee member initiates appropriate legal proceedings to protect himself/herself, or
 - b) the Audit Committee member faces criminal prosecution or action by law enforcement authorities in connection with his/her service on the Audit Committee or termination thereof,(hereinafter collectively referred to as "Proceedings"),

the Company shall reimburse the Audit Committee member, under the terms and conditions specified below, for reasonable costs incurred by the Audit Committee member in connection with such Proceedings or imminent Proceedings, i.e. including costs incurred in connection with the assertion of any claim that may become the subject matter of such Proceedings (hereinafter referred to as "Compensation"), namely remuneration for the services of legal and other advisors, court and administrative fees, and/or other payments approved by the Company (hereinafter collectively referred to as "Costs").
- 7.2.** The Audit Committee member shall become entitled to Compensation upon the delivery of a written request for Compensation from the Audit Committee member to the Company, which must also include relevant information and documentation concerning the Proceedings (i.e. concerning the amount and intended use of Compensation requested and the subject matter of the Proceedings) and meet other

conditions set forth herein. If the specified conditions are met, the Company shall pay the Compensation within thirty (30) days of the commencement date of entitlement to the Compensation.

- 7.3.** The Audit Committee member may ask the Company for a payment to cover Costs incurred on a running basis after the Audit Committee member becomes liable to pay such Costs (hereinafter referred to as “Advance” or “Advances”), including when the Company or an entity controlled by the Company is or may be the Audit Committee member’s counterparty in the Proceedings. The Company shall provide the Advance to the Audit Committee member within fifteen (15) days of the Audit Committee member’s written request. Together with the request, the Audit Committee member shall submit the relevant information and documents for the payment according to Section 7.2. If, on the day when the Proceedings are lawfully terminated, the conditions for entitlement to the Compensation prove to be unmet or if the amount of payment that the Company is thus obligated to pay to the Audit Committee member is less than the amount of money provided to the Audit Committee member as an Advance, the Audit Committee member shall return the Advance or a pro rata portion thereof at the Company’s request and within the time specified therein.
- 7.4.** The Audit Committee member shall notify the Company of the commencement or imminent commencement of Proceedings pursuant to Section 7.1 hereof without undue delay.
- 7.5.** The Audit Committee member undertakes to make every effort and to take all necessary steps to obtain reimbursement from third parties of the consideration paid out of the Advance or the Compensation, as the case may be, in accordance with the law or the agreed obligations; for the avoidance of doubt, the Parties agree that for the purposes of this Article, third-party reimbursement shall also mean insurance benefits, irrespective of the person of the policyholder. Provided that the Audit Committee member has previously received an Advance or Compensation for the same from the Company, the Audit Committee member shall transfer any indemnification awarded and paid to him/her to the Company within thirty (30) days of the payment thereof. If the Audit Committee member is indemnified for his/her costs by a third party before he/she receives a corresponding Advance or Compensation, the Company’s obligation to provide such Advance or Compensation shall cease to exist to the relevant extent.
- 7.6.** Irrespective of other provisions herein, the Audit Committee member shall not become entitled to Compensation:
- a) if the Company is not allowed to provide such payment under the law applicable at the time in question;
 - b) if the entitlement to Compensation relates to an act for which the Audit Committee member is adjudged guilty of a crime upon a final judgment;
 - c) if the Company or an entity controlled by the Company is the Audit Committee member’s counterparty in the Proceedings, unless such Proceedings are initiated and conducted by the Company or an entity controlled by the Company and the court rejects or partially or fully dismisses the motion of the Company or the entity controlled by the Company upon final judgment. If the Audit Committee member succeeds partially in such Proceedings, the Audit Committee member shall be entitled to Compensation on a pro rata basis.

8. Termination of Service

- 8.1.** Service shall be terminated in compliance with legal regulations and the Company’s Articles of Association. Upon the termination of his/her service, the Audit Committee

member shall take such steps and measures whose non-performance might harm the Company.

- 8.2.** Within thirty days after the termination of his/her service, the Audit Committee member shall return the following to an authorized employee of the Company:
- all documents and papers provided to him/her in direct connection with his/her service, all duplicates, extracts, and copies of such documents and papers, unless they have already been destroyed, as well as data recording and data transfer media provided by the Company,
 - other items provided to him/her in connection with his/her service, including any documentation relating to such items.

9. Final Provisions

- 9.1.** This Contract comes into force and effect on the date of its signing by both Contracting Parties. The Audit Committee member is also entitled to all remuneration, compensation, and other consideration under this Contract for the period from the commencement of his/her service to the entry into effect of this Contract. [Upon its entry into force, this Contract shall replace in its entirety the service contract concluded between the Parties on xx.xx.xxxx.]²
- 9.2.** The terms and conditions not regulated hereby shall be governed by Act No. 90/2012 Coll., on business corporations and cooperatives (the Business Corporations Act), as amended (hereinafter referred to as the “Business Corporations Act”), Act No. 89/2012 Coll., the Civil Code, as amended (the “Civil Code”), and the Company’s Articles of Association. Unless otherwise provided in this Contract, the relevant provisions of the Civil Code regarding mandate shall apply.
- 9.3.** Annex 1 hereto constitutes an integral part of this Contract. This Contract may only be modified or amended in writing.
- 9.4.** Rights and obligations under this Contract, with the exception of the provisions of Section 4.1 and Article 8 hereof, shall expire on the date of termination of service on the Audit Committee.
- 9.5.** The Parties have entered into this Contract in good faith, voluntarily, solemnly and having fully understood the text, which they confirm by adding their signatures.

Prague,

Audit Committee member:

On behalf of the Company:

Name:

Name:
Title:

Name:
Title:

² This does not apply to a new Audit Committee member who has not yet concluded the Service Contract.

Annex 1

to the Service Contract of an Audit Committee member

RULES FOR PROVIDING CONSIDERATION TO AUDIT COMMITTEE MEMBERS (Hereinafter Referred to as "Rules")

I. Introductory Provisions

- 1.1. These Rules govern the terms and conditions of benefits provided to members of the Audit Committee of ČEZ, a. s. (hereinafter referred to as the "Company") in accordance with Article 2 hereof.
- 1.2. A member of the Audit Committee is not entitled to Consideration specified in these Rules if the law does not permit the provision thereof.
- 1.3. A member of the Audit Committee also means the chairman and vice-chairman thereof unless these Rules provide otherwise.
- 1.4. The "Contract" shall mean the Service Contract made by and between an Audit Committee member and the Company.

II. Monthly Remuneration

- 2.1 Audit Committee members are entitled to remuneration for their service amounting to CZK 10,000 (that is: ten thousand Czech korunas) per month, the vice-chairman of the Audit Committee is entitled to CZK 15,000 (that is: fifteen thousand Czech korunas) per month, and the chairman of the Audit Committee is entitled to CZK 20,000 (that is: twenty thousand Czech korunas) per month.
- 2.2 Remuneration is paid to members of the Audit Committee after the end of the calendar month in which they performed the duties of an Audit Committee member, on the payday set for wage payments to the Company's employees. Remuneration is paid on the basis of a written document signed by the chairman and the vice-chairman of the Audit Committee (or by another member of the Audit Committee should either be absent) and by the chairman or the vice-chairman of the Board of Directors, submitted to the competent department of the Company.
- 2.3 Where this Contract provides that an Audit Committee member is entitled to remuneration for a certain period (months, accounting year) and the Audit Committee member serves for just a portion of such period, he/she shall receive said remuneration on a pro rata basis. If his/her service in a given period was terminated by removal, the removing body may decide otherwise.
- 2.4 If a member of the Audit Committee is temporarily unable to perform activities associated with service on the Audit Committee because of sickness, he/she remains entitled to the full monthly remuneration, pursuant to Section 2.1 of these Rules, for the first 30 calendar days of his/her inability to perform activities associated with service on the Audit Committee due to the above reasons. If such inability to perform activities associated with service on the Audit Committee lasts longer than 30 calendar days without interruption, the amount of monthly remuneration for every calendar month in which the member is unable to serve on the Audit Committee, from the 31st calendar day to the end of his/her inability, is 50% of the monthly remuneration stipulated in Section 2.1 of these Rules.

III. Cell phone

- 3.1. An Audit Committee member shall be entitled to the provision of a mobile phone for the performance of his/her duties as a member of the Audit Committee and for private purposes, as well as a sim card including related voice and data services without financial limit.

IV. Material Resources for the Performance of Office Duties

- 4.1. The Company undertakes to provide the Audit Committee member with:
- a) reimbursement for travel expenses if the Audit Committee member undertakes domestic or foreign travel in relation to his/her service on the Audit Committee outside the place of regular service specified in Section 1.2 of the Contract, or study travel, promotional travel, or travel undertaken in relation to other professional activities on behalf of the Company (hereinafter referred to as "business travel"); reimbursement for the cost of training or other courses relating to his/her service on the Audit Committee, promotional or other professional activities on behalf of the Company; as well as reimbursement for costs incurred in relation to his/her attendance at Audit Committee meetings or in relation to his/her service on the Audit Committee at the place of regular service pursuant to Section 1.2 of the Contract (hereinafter referred to as "travel to meetings");
 - b) work equipment required for his/her service (a mobile phone, a desktop or laptop computer, where appropriate a tablet, etc.). However, said items, as well as the sim card, will not be provided to the Audit Committee member if they have already been provided in connection with his/her service in another role within the Company;
 - c) reimbursement of expenses under the conditions set out in Section 6.1 hereof when using a private car for the performance of official duties;
 - d) reimbursement for costs incurred by the Audit Committee member pursuant to Article 7 hereof;
- 4.2. Throughout his/her term of service on the Audit Committee, an Audit Committee member is covered by travel insurance taken up by the Company for short-term foreign business travel in relation to service on the Audit Committee.

V. Statutory Deductions from Income

- 5.1. The Company shall deduct advance tax on employment income and premiums for mandatory insurance from the taxable income of an Audit Committee member and transfer them to the relevant institutions pursuant to applicable law.

VI. Reimbursement for Travel Expenses

- 6.1. An Audit Committee member may use his/her private car for travel pursuant to Section 3.1(a) hereof. In such a case, the Audit Committee member shall be reimbursed for travel costs under the conditions and at the amount specified in Sections 157–160 and 167 of Act No. 262/2006 Coll., the Labor Code, as amended (hereinafter referred to as the "Labor Code"), and Act No. 586/1992 Coll., the Income Tax Act, as amended;
- 6.2. When on business travel, a member of the Audit Committee is entitled to:
- domestic meal allowance under the conditions and at the minimum rates specified in Section 163 of the Labor Code,

- foreign meal allowances at maximum rates stipulated in Section 170 of the Labor Code,
- per diem allowances in the event of foreign business travel at maximum rates specified in Section 180 of the Labor Code,
- a plane ticket in business class, and
- reimbursement for other expenses (i.e. accommodation expenses under the conditions specified in Sections 162 and 169 of the Labor Code, necessary additional expenses under the conditions specified in Section 164 and Section 171 of the Labor Code) related to business travel at face value; this reimbursement is also due in the case of travel to meetings.

Prague,

Audit Committee member:

On behalf of the Company:

Name:

Name:

Title:

Name:

Title: