

TERMS AND CONDITIONS - Energy Commodities Contracts (hereinafter the “Terms and Conditions”)

42 Financial Services a.s., a company registered and doing its business in the Czech Republic, company ID-No (“IČO”): 284 92 722, VAT identification No. (“DIČ”): CZ28492722, with its registered office at 110 00 Prague 1, Klimentská 1216/46, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. B 19423 (hereinafter the “Broker”). Upon the authorization granted by the Czech National Bank, the Broker is authorized to render specific investment services and ancillary services, incl. operation of an organized trading facility (OTF) and operation of a multilateral trading facility (MTF).

Article 1 – Initial Provisions

- 1.1. These Terms and Conditions determine, upon the agreement between the Broker and a third person in a contractual relationship with the Broker (hereinafter the “Client”), basic terms and rules for rendering investment services.
- 1.2. The Broker shall arrange for the Client the conclusion of energy commodities contracts with prospective counterparties (hereinafter the “**transaction**”) and the Client is obliged to pay the Broker a commission fee for these activities, subject to these Terms and Conditions.
- 1.3. The Broker is not entitled to enter into any transactions on behalf or on account of the Client, nor it is allowed to undertake any legal acts on behalf or on account of the Client.
- 1.4. The Broker may be commissioned for the same activities by other clients, or also by the respective other party of the brokerage agreement.
- 1.5. Commercial agency is not a subject-matter of the contractual relationship between the Broker and the Client. The Broker is not obliged to develop activities for the Client aimed at the conclusion of a certain type of transactions or at the negotiation of sales on behalf of the Client on a long-term basis, but merely to procure the conclusion of energy commodity contracts on an ad hoc basis, based on the Client’s requirements.

Article 2 - Definition of Terms

- 2.1. For the purposes of these Terms and Conditions, the term “energy commodity” shall comprise the following commodities:
 - Electricity (power)
 - Natural gas
- 2.2. For the purposes of these Terms and Conditions, the term “energy commodity contract” shall comprise the following :
 - Contracts for the supply of electricity (power)
 - Contracts for the supply of natural gas
 - Emission allowances
 - Derivatives relating to electricity or natural gas
 - Guarantees of origin
- 2.3. For the purposes of these Terms and Conditions, the term “transaction” shall comprise in particular the following energy commodity market operations:
 - Long-term transactions:
 - Monthly
 - Quarterly
 - Annually
 - Short-term transactions:
 - Week

- Day
- Day – Block Agreements
- Intra-day

For the purposes of these Terms and Conditions, the buying and selling of derivatives based on energy commodities or emission allowances, such as options, futures, forwards, swaps, and other derivative agreements related to energy commodities or emission allowances, shall also be deemed to be transactions.

- 2.4. The Broker's activities aimed at identifying potential customers interested in the transactions include active monitoring of the trading facility operated by the Broker and efforts to find counterparties via the facility who will without reservation accept the terms of transaction offered by the Broker in accordance with the Client's instructions.
- 2.5. The transactions which the Broker is obliged to procure are in particular agreements on the supply of energy commodities – energy commodity contracts. The parties to these agreements will be producers, distributors of energy commodities, traders, procurement agents, users of energy commodities, and others, both in the Czech Republic and other countries of the European Economic Area. Geographically, this defines the area in which the Broker shall operate.

Article 3 - Parties' Obligations

3.1. The Broker is obliged to:

- perform all activities related to the agreement with the Client honestly, expertly, and in good faith and safeguard the Client's interests;
- abide by the Client's authorisation and reasonable instructions;
- keep the Client up-to-date regarding all necessary information of which the Broker learns in connection with the performance of its duties and which are related to its activities under the agreement with the Client;
- monitor the trading facility operated by the Broker and identify suitable counterparties for the conclusion of transactions;
- upon finding a counterparty who is willing to fully accept the terms of transactions offered by the Client: inform the counterparty of the identity of the Client and of all material terms of the transaction so that the counterparty is enabled to check credit lines and other limits set out in the Client's internal regulations that have been disclosed to the Broker by the Client in advance;
- immediately inform the Client of the identity of the counterparty so that the Client is enabled to check the credit lines and limits set out in the Client's internal regulations that have been disclosed to the Broker by the Client in advance;
- provide the counterparty and Client with all other vital information (e.g. contact information) to which it has access and which is important for the counterparty and for the Client in terms of entering into the transaction; and
- the Broker is not allowed to disclose any information which it received from the Client to third parties without the Client's prior consent, except for notices anticipated by these Terms and Conditions. This obligation shall survive the termination of the contractual relationship between the Broker and the Client. This obligation does not extend to the disclosure of business information relating to individual transactions and to the Client's contact information for the purpose of making such a transaction.

3.2. The Client is obliged to:

- give the Broker instructions and recommendations only through the agreed phone or electronic contact or through the Energy Trading system according to Article 4 hereof;
- change or cancel an order only through the agreed phone contact or through the Energy Trading system and check pertinent credit lines and limitations immediately after it has been notified of the counterparty's business name by the Broker;
- provide the Broker duly and timely with all information relevant for the execution of the Broker's activities, and render all necessary assistance in this respect; and

- duly and timely pay to the Broker the agreed commission fee for the transactions procured by the Broker.
- 3.3. The Client is not obliged to enter into transactions with the counterparty found by the Broker. However, the Client must promptly notify the Broker whether it entered into the transaction with the counterparty found by the Broker or not.
- 3.4. The Broker shall store for the Client the documents acquired in connection with its brokerage activities for as long as they may be important for protecting the Client's interests, in accordance with the regulatory requirements on record keeping and data protection.
- 3.5. The Broker is not obliged to verify the credibility of the counterparty or its ability to perform the obligations under brokered transactions. Upon the Client's request, the Broker shall disclose to the Client the data needed to assess the credibility of the person with whom it proposes to enter into an agreement, provided that the Broker disposes of such information and/or data.

Article 4 - Client's Instructions

- 4.1. The Client's instructions given to the Broker through the agreed phone or electronic connection or through the Energy Trading system shall include:
- specification of the product that is being traded;
 - volume in MWh; and
 - the counterparties' particulars.

Article 5 - Commission Fee

- 5.1. For the procurement of transactions, the Broker shall receive a commission fee in the amount stipulated pursuant to the current version of the Broker's Tariff Guide accepted by the Client. With regards to the specifics of the services provided by the Broker and the specifics of the financial market, the Client is acknowledged that the Broker may unilaterally modify (amend) the Tariff Guide as necessary. Each updated version of the Tariff Guide will always cancel and fully replace the immediately preceding version of the Tariff Guide. Any modification of the Tariff Guide shall always be communicated to the Client immediately, at least 30 calendar days before the planned effectiveness of the respective Tariff Guide modification, unless the Parties agree otherwise. In the event that the Client does not agree with the modification of the Tariff Guide notified by the Broker, the Client may inform the Broker of their disagreement in writing or via email at any time prior to the effective date of the respective Tariff Guide modification, in which case the Parties shall start an amicable negotiation about the terms of the Tariff Guide without undue delay.
- 5.2. The Broker's title to the commission fee is limited to those cases in which the Client enters into transactions with a counterparty found by the Broker. The Broker's claim for the commission fee comes into existence as at the moment in which the Client executes the agreement underlying the transaction with the counterparty, regardless of whether the Client or the counterparty perform under the same.
- 5.3. The title to the commission fee also comes into existence in cases in which the Broker acts as a business representative or agent for the very person with whom the Client enters into the transaction.
- 5.4. For the purpose of trading, the Broker shall provide the Client with an electronic Energy Trading system. The provision of the electronic Energy Trading system is charged pursuant to the Broker's Tariff Guide.
- 5.5. The commission fee for transactions entered into by the Client with counterparties found by the Broker in the course of the given calendar month and the fee referred to in Article 5.4. hereof are payable based upon an invoice issued by the Broker after the end of the respective calendar month. Each invoice is due for payment within 15 days from delivery of the invoice to the Client.
- 5.6. In case of the Client's delay with the settlement of its financial obligations (debts) towards the Broker based on their contractual relationship, the Broker shall be entitled to default interest in the amount of 0.05 % of any

outstanding amount for each day of such delay (or any part thereof). The debtor's obligation to pay default interest arises irrespective of whether the creditor itself has duly met its contractual or statutory obligations. Default interest accrues and becomes mature and payable on a daily basis, requiring no demand notice from the creditor.

- 5.7. Any fee or other payment obligation under this agreement being subject to VAT is payable by bank transfer to the Broker's account (which the Broker has provably communicated to the Client for this purpose).

Article 6 - Communication and Contact Information

- 6.1. All correspondence of the Client shall be addressed to the Broker as follows:

42 Financial Services a.s.
Praha City Center
Klimentská 1216/46, 110 00 Prague 1
Czech Republic

Contact Person(s):
Pavel Petera, tel.: + 420 233 084 254

Tel.: +420 233 084 201

- 6.2. All correspondence of the Broker to the Client shall be sent to the address notified to the Broker. The Client is obliged to provide the Broker with their current and valid delivery address, phone number, email address, contact persons. These contact details need to be updated.

- 6.3. It applies that correspondence shall be deemed delivered:

- if it was delivered in person or by a messenger and the receipt was signed
- if it was sent as registered mail to the above addresses and the receipt was signed,
- if acceptance was denied, or if the correspondence was returned as undeliverable
- if it was provably sent by email to the email address provided

- 6.4. With respect to the regulatory obligations of the Broker, all phone and electronic conversations may be monitored and recorded.

Article 7 - Duration of the contractual relationship and its termination

- 7.1. The contractual relationship between the Broker and the Client is concluded for an indefinite period of time.
- 7.2. The contractual relationship may be terminated by an agreement or by a written notice of termination for any reason or without stating a reason. The notice period is 1 month and shall start to run on the first day of the month following delivery of the notice to the addressee.
- 7.3. Neither party may withdraw from the agreement or these Terms and Conditions, cancel the agreement or these Terms and Conditions, or otherwise unilaterally terminate it on other grounds than those enumerated in mandatory provisions of statutory law or those explicitly stated in these Terms and Conditions.

Article 8 – General and Final Provisions

- 8.1. The Client acknowledges that the transactions procured by the Broker are concluded by the Client and on the Client's own behalf and account. The Client is further aware of all risks related to entering into transactions with third parties (incl. settlement of such transactions) and all terms or conditions affecting the trade of energy commodities.
- 8.2. The Client is aware of the fact that the Broker shall not be liable for the counterparty's creditworthiness or its ability to fulfil its obligations.

- 8.3. The Client is aware of the fact that with respect to the specifics of the services provided by the Broker and the specifics of the financial market, the Broker may unilaterally modify (amend) these Terms and Conditions as necessary. Each updated version of these Terms and Conditions will always cancel and fully replace the immediately preceding version of these Terms and Conditions. Any modification of these Terms and Conditions shall always be communicated to the Client immediately, at least 30 calendar days before the planned effectiveness of the respective modification, unless the Parties agree otherwise. In the event that the Client does not agree with the modification of the Terms and Conditions notified by the Broker, the Client may inform the Broker of their disagreement in writing or via email at any time prior to the effective date of the respective modification, in which case the Parties shall start an amicable negotiation about the terms of the Terms and Conditions without undue delay.
- 8.4. The rights and obligations of the parties under the agreement and these Terms and Conditions shall always be preferentially interpreted according to the literal meaning of each individual provision thereof.
- 8.5. Customary business practices, whether observed generally or only in the given industry, shall be given no consideration.
- 8.6. The contractual relationship between the Broker and the Client as well as these Terms and Conditions shall be governed by the laws of the Czech Republic, in particular the Civil Code. The Czech courts shall have an exclusive jurisdiction over all disputes between the parties arising from their contractual relationship. The application of the UN Convention on Contracts for the International Sale of Goods, including the Convention on the Limitation Period in the International Sale of Goods, as well as the application of the conflict-of-law rules contained in the Act No. 91/2012 Coll., the International Private Law Act, is hereby excluded.
- 8.7. The contractual relationship between the Broker and the Client and all information and documents related to it, including the information and documents provided by the parties in the negotiation of the agreement are confidential (hereinafter the "**confidential information**"). The parties undertake not to disclose the confidential information to any third party or to use them in conflict with its purpose without the prior written consent of the other party, and they undertake to adopt such technical, organizational and other measures as are necessary to prevent unauthorized use or disclosure of the confidential information. Without the prior written consent of the other party, confidential information may only be given in cases where such disclosure is required by law or by the competent public authority, or where confidential information has already been public for a reason other than a breach of this agreement. Without the prior written consent of the other party, the confidential information may also be provided (i) to any third party with which any of the parties hereto forms a group of companies (*concern*), (ii) to statutory and other bodies, managers and employees of the parties, and (iii) advisors of the parties, provided that the parties ensure that each such advisor will protect and treat the confidential information under the same conditions as those laid down herein.
- 8.8. Neither party shall be entitled to assign any receivable or its part, which was established on the basis of the agreement, to a third party without the prior written consent of the other party. None of the parties shall be entitled to assign its rights and duties hereunder or their part to a third person without the prior written consent of the other party.
- 8.9. The Broker's obligation to compensate the Client for damages that could not have been reasonably foreseen at the time of conclusion of the agreement is hereby excluded. The Broker's obligation to compensate the Client for non-material injury within the meaning of Section 2971 of the Civil Code shall also be excluded. Unless agreed otherwise by the parties, compensation for damage or injury caused by a failure to meet the obligations hereunder shall be rendered in money.