Ověřovací doložka

k datové zprávě

podle zákona č. 300/2008 Sb., o elektronických úkonech a autorizované konverzi dokumentů, ve znění pozdějších předpisů (dále jen “zákon”)

1. ODDÍL - Záznam o konverzi

Pořadové číslo konverze: 75025803-29889-150710090806

Název organizace: Ministerstvo financí

Jméno a příjmení: Thámová Jitka

Datum: 10.7.2015 9:07:59

2. ODDÍL - Údaje o konvertovaném dokumentu

Výstup odpovídá vstupu: ANO (•) NE ( )

Počet listů: 7

Zajišťovací prvek: ne

3. ODDÍL - Poznámky

Sken odd. 6602

Jitka Thámová

Digitálně podepsal Jitka Thámová
DN: c=CZ, cn=Jitka Thámová, o=Česká republika - Ministerstvo financí, ou=11269, ou=Letenská 15, 118 10 PRAHA 1, ou=Ministerstvo financí, title=referent, serialNumber=ICA - 10343957
Datum: 2015.07.10 09:12:52 +02'00'

10.10.2015

Datum vyhotovení

Elektronický podpis

25 5400 Clb 5400 vzor č. 1

Agreement for the Provision of Legal Services

concluded pursuant to provisions of Act No. 85/1996 of the Collection of Laws of the Czech Republic (Coll.), on the Legal Profession, as amended Section 2430 and subsequent of Act No 89/2012 Coll., the Civil Code, as amended

between the following Contracting Parties

Arnold & Porter LLP, 555 Twelfth Street, Washington, DC 20004-1206, U.S.A.

as one Contracting Party (hereinafter the "**Law Firm**")

and

Czech Republic – Ministry of Finance, Letenská 15, Prague 1, 118 10, ID No: 00006947, VAT ID No: CZ00006947, acting through the Minister of Finance,

as the other Contracting Party (hereinafter the "**Mandator**")

Article 1. Subject of the Agreement

1.1. The Law Firm hereby undertakes to provide legal services to the Mandator consisting in the representation of the Czech Republic in arbitration and related proceedings and during the settlement negotiations between the Czech Republic and foreign investors investing in photovoltaic power plants pursuant to respective agreements for the promotion and protection of investments and the Energy Charter Treaty (hereinafter the "**Dispute**").

1.2. The legal services will be provided until the end of the Dispute either by settlement or a final and conclusive decision, or any other final and conclusive resolution of the Dispute, including potential annulment or execution proceedings.

1.3. The representation in the Dispute referred to in Article 1.1 shall also mean the provision of legal services related to this representation.

Article 2. Scope of Legal Services

2.1. For the purpose of provision of legal services, the Law Firm shall assign a sufficient number of its partners, attorneys and/or senior foreign legal consultants[1] who, during the performance of the subject of the Agreement, may also use the work of advocate trainees, legal assistants and interns to ensure that the requirements of the Mandator are always complied with in time and sufficient quality. The following partners, attorneys and/or senior foreign legal consultants in particular shall participate in this case for the Law Firm: Paolo Di Rosa, Jean Kalicki, Dmitri Evseev, David Reed, Maria Chedid, Samuel Witten, Mallory Silberman, and José Antonio Rivas, while Paolo Di Rosa shall be the partner/attorney responsible for the provision of legal services pursuant to Articles 2.2 to 2.4 of this Agreement.

2.2. The Law Firm shall ensure that the overall management of the Dispute will be supervised by a single partner/attorney or senior foreign legal consultant responsible for the provision of the legal services (hereinafter the "**Leading Counsel**").

2.3. The Leading Counsel shall supervise and lead the team of lawyers of the Law Firm for the duration of the provision of the legal services by the Law Firm pursuant to this Agreement. The Leading Counsel shall participate in preparation of all submissions relating to the Dispute (defence, statement of defence, rebuttal, etc.), in representation of the Mandator in oral hearings before the arbitral tribunal (hereinafter the "**Pleading**") and in preparations for oral hearings before the arbitral tribunal. In the event the Law Firm intends to replace partner/attorney acting as a leading counsel during the course of the Dispute, it is obliged to inform the Mandator immediately of its intent and propose a substitute partner/attorney fulfilling the same requirements to continue in the activity of his predecessor. Any replacement of the leading counsel is subject to express and in advance approval by the Mandator.

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[1] Attorneys, senior foreign legal consultants with an experience in international arbitration of at least 5 years.

2.4. The Law Firm consents that the Leading Counsel's participation in the management of the Dispute will amount to at least 10% (ten per cent)(hereinafter the "**Quota**"). The fulfilment of the Quota will be determined on the basis of the total number of hours in the calendar month that were actually spent by the Law Firm in the legal representation pursuant to Article 3 of this Agreement. In respect of the calendar month in which the oral hearing and Pleading is held, as well as the calendar month immediately preceding and following that month, the fulfilment of the Quota shall not be ascertained and any failure to comply with the Quota in these months shall not be deemed to constitute a breach of the Agreement.

2.5. With the exception of the provisions of Article 2.3 and 2.4 of this Agreement, the personnel composition of the team of the Law Firm may be changed at any time at the Law Firm's discretion. The Mandator shall be informed about any eventual changes in a timely manner. The team of lawyers of the Law Firm may be expanded to include a third party (for example an expert, external advisor) if required for the provision of the legal services. Costs of expert witnesses and preparation of expert witness statements are not included in the monthly financial limit pursuant to Art. 3.3 of this Agreement. Any engagement of such experts shall be agreed in writing with the Mandator. The Law Firm is further entitled to engage a law firm or an attorney providing legal services abroad[2] (i.e. foreign counsel) or in the territory of the Czech Republic (i.e. local counsel). The hourly rates for these lawyers are listed in the Annex to this Agreement. The Law Firm may extend the team of lawyers to include such third persons only after prior discussion with the Mandator and with the Mandator's express consent.

2.6. In case of significant change to the subject of the Dispute as a result of a change in the legal arguments of the opposing party, or a change in factual circumstances relating to the Dispute, for example the discovery of factual circumstances, documents or elements of legal qualification of the case that the Mandator had not previously been aware of, the Law Firm may deviate from the provisions of Article 2.2 to 2.4 in a manner specified in a prior express agreement with the Mandator.

2.7. The Law Firm shall further arrange, at the Mandator's expense, translations of documents relating to the Dispute indicated in Article 1.1, if such translation is required by the Mandator or it is to be submitted to the adjudicating body of the Dispute indicated in Article 1.1. Costs of translation are not included in the monthly financial limit pursuant to Article 3.3 of this Agreement.

2.8. The Law Firm shall arrange interpreting services at the Mandator's expense upon its request. Costs of interpreting services are not included in the monthly financial limit pursuant to Article 3.3 of this Agreement.

2.9. Interpreting services for oral hearing before the arbitral tribunal are not included in the interpreting services arranged in the annex to this Agreement. These interpreting services shall be arranged, if required, by the Law Firm with prior written consent of the Mandator.

2.10. The Contracting Parties have agreed on the following contact persons and correspondence addresses:

Law Firm

Arnold & Porter LLP
555 Twelfth Street NW
Washington, DC 20004-1206, U.S.A.
tel: +1 202.942.5000
fax: +1 202.942.5999

contact person:

Paolo Di Rosa
555 Twelfth Street NW
Washington, DC 20004-1206, U.S.A.
tel: +1 202.942.5060
fax: +1 202.942.5999
Paolo.DiRosa@aporter.com

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[2] The Law Firm or the branch of the Law Firm has a seat, or the attorneys are authorized to provide legal services in the following jurisdictions – Austria, France, Canada, Germany, Switzerland, the United Kingdom, the United States of America.

Mandator

Czech Republic – Ministry of Finance
Letenská 15
118 10 Prague 1
tel.: 257 041 111
fax: 233 373 034

contact persons:

2.11. If either Contracting Party intends to change its correspondence address or any of its contact persons, it shall notify the other Contracting Party of this fact in writing without delay.

2.12. The Mandator shall give all instructions in this matter to the Law Firm only through the contact persons referred to in Article 2.4. The Law Firm is authorised to require that the respective contact person of the Mandator provides written confirmation of a given instruction, and the Mandator undertakes to confirm its instructions in writing without undue delay.

Article 3. Remuneration for the Provision of Legal Services, Costs and Expenses

3.1. Before performing individual tasks, the Law Firm shall communicate to the Mandator an estimate of the number of hours the task in question will take, and this estimate is subject to the approval by the Mandator. In case the Mandator does not provide comments to this estimate within 2 working days, it is presumed that the consent to this estimate was given, however it is precluded to subsequently exceed this estimate by more than 10 %.

3.2. The Mandator undertakes to pay contractual remuneration to the Law Firm for the provision of the legal services within the scope as specified in Article 1 at an amount corresponding to the work actually performed on the basis of hourly rates set separately for partners, attorneys and/or senior foreign legal consultants and advocate trainees, legal assistants and interns. These hourly rates are listed in the annex to this Agreement (hereinafter the "**Remuneration for the Provision of Legal Services**") which forms an integral part of this Agreement. Value-added tax will be applied to the Remuneration for the Provision of Legal Services in accordance with the relevant legal regulations. Remuneration for lost time will not be provided to the Law Firm.

3.3. The total amount billed by the Law Firm for the monthly services provided pursuant to this Agreement shall not exceed the monthly financial limit set forth in the annex to this Agreement (hereinafter "cap"). If unexpected circumstances arise which will require broader scope of performance pursuant to this Agreement, the Contracting Parties may agree to increase the cap by a written amendment to this Agreement. In case another arbitration proceedings are commenced by foreign investors investing in photovoltaic power plants after the entry into force of this Agreement, the cap shall be increased by 15 %. However, the cap shall not be increased in the event if such arbitration is initiated by companies Kapsch Holding GmbH and S.A.G. Solarstrom A.G. and/or their subsidiaries or parent companies. In case the total amount billed by the Law Firm for the particular month does not reach the cap, the Law Firm is entitled to transfer the unused balance of the cap to the following months, and such transfer is permissible until the month in which the final award is rendered by the arbitral tribunal. The unused balance of the cap corresponds to the difference between the cap and the amount of the services invoiced in a given month which was approved by the Mandator in accordance with Article 3.9 of this Agreement. The costs of translation and interpreting services pursuant to Article 3.5 of this Agreement are not subject to the cap.

3.4. The Remuneration for the Provision of Legal Services will be invoiced by the Law Firm to the Mandator for the time actually spent by a partner, attorney and/or senior foreign legal consultant or advocate trainee or an interpreter, with an accuracy of 1/12 of an hour (meaning for every commenced 5 minutes the Law Firm will be entitled to the Remuneration for the Provision of Legal Services, respectively interpreting services, at 1/12 of the hourly rate), and for each standard page of translation prepared by a translator, while 1 standard page will correspond to 30 rows of 60 characters.

3.5. In addition to the Remuneration for the Provision of Legal Services, the Law Firm is entitled to compensation of costs for all translation and interpreting services provided by the Law Firm in connection with the representation of the Mandator. The costs for the interpreting services provided by the Law Firm (or also through third parties) will be CZK 1,300 without VAT per hour. The costs for translation services provided by the Law Firm (or also through third parties) will be CZK 950 without VAT per standard page, while 1 standard page will correspond to 30 rows of 60 characters.

3.6. If a different number of hours is invested in legal representation than the anticipated scope of the monthly performance and volume of services indicated in Article 3.1 and 3.3 of this Agreement, the actual performance will be paid.

3.7. The rate for the Remuneration for the Provision of Legal Services, translation and interpreting services pursuant to Article 3.1 and 3.3 of this Agreement is set as the highest permissible price.

3.8. In addition to the remuneration indicated above, the Law Firm is also entitled to the compensation of justifiable expenses incurred in connection with the provision of the legal services, in particular for court, administrative and other fees and travel expenses incurred on travel abroad (expenses for transport and hotel accommodation at a reasonable price category, not however for alimentation). The entitlement to remuneration for the time spent travelling is set to a maximum of 50 % of the hourly rate pursuant to Article 3.1. The expenses will be properly demonstrated through accounting documents including a summary of the relevant items and their comprehensible description. Value-added tax will be applied to the value of the cash expenses in accordance with the relevant legal regulations. The Law Firm is not entitled to the compensation of travel expenses incurred on trips within the Czech Republic.

3.9. The remuneration, costs and cash expenses will be paid by the Mandator to the account of the Law Firm on the basis of a tax document issued in Czech crowns (hereinafter the "Invoice"). The Law Firm must regularly invoice the remuneration, including the related costs and cash expenses which shall at all times be invoiced by the fifteenth day of each calendar month for legal services provided in the preceding calendar month. The Law Firm shall deliver Invoices to the Mandator for the legal services provided in November by 10 December of each year. Invoices delivered after this date will be reimbursed by the Mandator in January together with Invoices for legal services provided to the Mandator in December. The due date of each Invoice will be 30 working days from the date of receipt of such Invoice to the address of the Mandator indicated in Article 2.4. Payment will be executed in Czech crowns/Euros/US dollars/British pounds in accordance with the exchange rate set by the Czech National Bank for the day of the payment. Clearance will be carried out in accordance with the actual performance. The extent of the performance to be invoiced will be agreed by both Contracting Parties in advance. The Mandator reserves the right to require clarification and explanation of the legal services provided, or require adjustments to the Invoice if they do not reflect the legal services actually provided. In the event the above conditions are to be applied, new due date of an Invoice will recommence from the date on which the objections were resolved. In case for any reason a new Invoice must be issued, a new due date will commence from the date of receipt of this Invoice to the Mandator. Invoices will be sent to the attention of the contact person of the Mandator. The Law Firm shall attach a breakdown of the provided legal services to each invoice, including a breakdown of the related costs and cash expenses, containing (i) the date of performance of the individual activities, (ii) a description of the individual activities, (iii) an indication of the time spent on the individual activities, (iv) the names of the persons who performed the individual activities, and (v) the amount of remuneration corresponding to the time spent by the individual persons.

3.10. The Mandator is not obliged to provide remuneration for time that partners, attorneys and/or senior foreign legal consultants, advocate trainees, legal assistants and interns spent studying existing legal regulations. The Mandator is also not obliged to provide remuneration for the time spent by mutual consultations by members of the team (consultation shall be also understood to mean multiple revisions of individual activities of members of the team of the Law Firm, unless agreed otherwise by Contracting Parties in writing) or for time spent on administrative activities related to the provision of legal services (for example sorting documentation).

Article 4. Rights and obligations of the Contracting Parties

4.1. The Mandator undertakes to inform the Law Firm about all its requirements in connection with the representation indicated above, and about all facts that could have an impact on the provision of the legal services by the Law Firm in this matter.

4.2. The Mandator undertakes, pursuant to the instructions of the Law Firm, to secure the necessary documentation that it has in its possession and to take every reasonable effort to secure documentation held by a different state administration body, and forward it to the Law Firm, which shall return this documentation to the Mandator after the provision of the legal services is terminated.

4.3. If necessary, the Mandator undertakes to issue to the Law Firm or to an individual partner, attorney and/or senior foreign legal consultant, a power of attorney authorising them to act within the scope of the provision of the legal services pursuant to this Agreement.

4.4. The Law Firm shall proceed with due professional care, protect and promote the rights and justified interests of the Mandator, and comply with its instructions. The Law Firm is, however, not bound by

the instructions of the Mandator if they are in contradiction with the law or with the relevant professional regulation. It shall however adequately inform the Mandator about such fact.

4.5. The Law Firm is liable to the Mandator for any damage it may cause by breach of its obligations during the provision of the legal services pursuant to this Agreement. The Law Firm is also liable to the Mandator for damage caused to the Mandator by other persons that the Law Firm has familiarised with information relating to the subject of the Agreement, provided that this damage is connected to the subject of performance of this Agreement.

4.6. The Law Firm shall inform the Mandator about the course of the Dispute and about meetings with other persons in connection with the Dispute. Communication between the Mandator and the Law Firm will be either in Czech or English language.

Article 5. Confidentiality

5.1. The partners, attorneys and/or senior foreign legal consultants of the Law Firm, advocate trainees, its workers and co-workers must maintain confidentiality regarding all facts that they learn of in connection with the provision of the legal services pursuant to this Agreement, including after the termination of the Agreement, within the framework of legal ethics and the provisions of Act No 85/1996, on advocacy, as amended/relevant rules on advocacy applicable in the jurisdiction of the provider of legal services.

5.2. The Mandator agrees without the prior written agreement of the Law Firm not to communicate or otherwise make available to third parties, in particular journalists, the media and other state bodies, any information relating to this Agreement or any information going beyond statutory requirements. The Contracting Parties will arrange the scope in which third parties, in particular the media, will be informed about the course and development of the Dispute and potential arbitration proceedings in accordance with Act No 106/1999 Coll., on free access to information, as amended. The Contracting Parties agree that they will coordinate and consult the content of official declarations in advance before their publication.

Article 6. Conflict of interest

6.1. The Law Firm agrees that its partners, attorneys or senior foreign legal consultants, or advocate trainees who participate in the provision of legal services pursuant to this Agreement within a scope exceeding 80 hours, will not provide legal services or any kind of advice, including advisory and expert services, to any client with respect to the dispute with the Czech Republic pursuant to any Agreement for the Promotion and Protection of Investments during the time of legal representation of the Mandator.

6.2. The Law Firm agrees that if any of its partners, attorneys or senior foreign legal consultants, or advocate trainees breaches this obligation, it will pay the Ministry of Finance a contractual penalty of CZK 10 million. The right of the Ministry of Finance to seek possible compensation is hereby not affected by this provision.

Article 7. Withdrawal from the Agreement

7.1. The Mandator may withdraw from the Agreement at any time. The reason for withdrawal from the Agreement may be in particular a breach of any provision of this Agreement, a breach of the provisions of Article 2.3 and 2.4, 4.6 and a breach of the provisions of Article 4.4, 4.7, Article 5 and Article 6 of this Agreement. In case of withdrawal, the Mandator shall compensate the Law Firm with the proportionate part of the remuneration corresponding to the scope of legal services provided, and provide compensation for cash expenses incurred.

7.2. The Law Firm is authorised to withdraw from the Agreement (i) in the event of disruption of trust between the Law Firm and the Mandator, (ii) if the Mandator does not provide the necessary cooperation, or (iii) if the Mandator is in default with the payment of any Invoice issued by the Law Firm pursuant to this Agreement by a period of over 60 calendar days from delivery of a due Invoice to the Mandator in accordance with Article 3.7. The Law Firm shall, however, perform all urgent tasks for a period of 30 days from the date of delivery of written notification of withdrawal from this Agreement to the Mandator unless the Mandator makes other arrangements.

7.3. Upon termination of this Agreement any power of attorney granted within the framework of this Agreement and in connection with the provision of the legal services pursuant to this Agreement is thus invalidated.

Article 8. Dispute resolution

8.1. All disputes that arise in connection with this Agreement and/or arising from it, which cannot be settled through agreement between the Contracting Parties, will be submitted to adjudication of the competent court at the place of domicile of the defending party

Article 9. Final provisions

9.1. The relationship between the Law Firm and the Mandator is governed by the provisions of Act No 85/1996, on advocacy, as amended/ relevant rules on advocacy applicable in the jurisdiction of the provider of legal services and by the provisions on mandate agreements contained in Act No 89/2012, the Civil Code, as amended/the relevant substantive rules on mandate agreements applicable in the jurisdiction of the provider of legal services.

9.2. The Law Firm shall provide legal services in accordance with the body of laws of the Czech Republic and with the applicable regulations of the Czech Bar Association/the body of law of the jurisdiction of the provider of legal services and with the applicable regulations of the relevant Bar Association.

9.3. This Agreement has been prepared in four counterparts, two counterparts in Czech and two in English language. In case of discrepancies between the two language versions, the Czech version will prevail. Each Contracting Party shall receive two counterparts of this Agreement, one counterpart in Czech and one counterpart in English language.

9.4. This Agreement may be amended and supplemented only by written amendments signed by both Contracting Parties.

9.5. The Contracting Parties declare that this Agreement is an expression of their true and free will and that they have acquainted themselves with its text, which they confirm by their respective signatures.

9.6. This Agreement becomes valid and effective upon signature by the Contracting Parties.

Washington, D.C., 26 June 2015

Arnold & Porter LLP

Paolo Di Rosa

Partner

Prague, 2.7.2015

Czech Republic – Ministry of Finance

Ing. Andrej Babiš

Minister of Finance

Poučeno Talašová

Annex

Hourly rates for legal and interpreting services and the rate for translations:

Foreign counsel:		
Partners	CZK	17,200/hour without VAT
Attorneys, senior foreign legal consultants[3]	CZK	9,780/hour without VAT
Advocate trainees, legal assistants and interns participating in the provision of legal services by the Law Firm[4]	CZK	9,200/hour without VAT
Local counsel:		
Partners	CZK	5,180 /hour without VAT
Attorney, senior foreign legal consultants	CZK	3,900/hour without VAT
Advocate trainees, legal assistants and interns participating in the provision of legal services by the Law Firm[5]	CZK	2,640/hour without VAT
Cap	CZK	9,164,000 without VAT
Interpreters	CZK	1,300/hour without VAT
Translators	CZK	950/standard page without VAT

[3] Attorneys, senior foreign legal consultants with an experience in international arbitration of at least 5 years.

[4] In case a person working as an advocate trainee, legal assistant or intern has not yet concluded its legal studies (has not yet obtained a law degree), the amount billed for the services of this person is diminished by 30 % of the hourly rate.

[5] In case a person working as an advocate trainee, legal assistant or intern has not yet concluded its legal studies (has not yet obtained a law degree), the amount billed for the services of this person is diminished by 30 % of the hourly rate.