

TAISHA A.S.
GENERAL & ENVIRONMENTAL PROGRAM
MASTER POLICY 201X-201X

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2 GENERAL SCHEDULE

2.1 Policyholder

Taisiia a.s.

IČO: 224 XX 589

2.2 Address

Americká 22, Praha 2, 120 000, Czech Republic

2.3 Insureds

- “Taisiia a.s.” and/or its subsidiaries and affiliated companies
- “Taisiia Renewable a.s.” with reference to renewable companies for subsidiaries and affiliated companies
- “Taisiia Aero a.s.” and/or their subsidiaries and affiliated companies located in Latinamerica
- “Taisiia Europe S.A.” and/or their subsidiaries and affiliated companies located in Europe

For the purposes of this Policy, the term “subsidiary company” means any company in which the Insureds control, directly or indirectly, any of the following:

- i) The majority of the voting rights or
- ii) The right of appointment or right to cease the majority of the members of the Administrative Board, or
- iii) The effective control of the majority of the voting rights according to written agreement with other shareholders, or
- iv) The management.

For the purposes of this Policy the term “affiliated company” means entities in which the Insured directly or indirectly holds shares or voting rights and which is not a subsidiary company according to the definition above. Affiliated companies shall be covered for either 100% of the risk or for the percentage equivalent to the interest of the Insured as per the agreements in respect of insurance responsibilities.

2.4 Period of Insurance

From 01 January 201X at 00:00 hours to 31 December 201X at 24:00 hours (standard local time).

BUT

From 01 February 201X at 00:00 hours to 31 January 201X at 24:00 hours (standard local time) for Taisiia S.A. Brazil subsidiary De Sao Paul S/A.

2.5 Insured's Business

It is understood that, for the purpose of this Insurance, Insured's Business shall mean any activity described in the corporate object of the Insured and/or any activity the Insured is de facto engaged with in the conduct of his business, even occasionally, including but not limited to:

- Any business or activity related with the electrical generation, transformation, transmission, distribution, supply, transport, delivery, regulation and/or sales of electricity, gas, water, energy (including combustible), electrical mobility, as the case may be.
- Any business or activity related with the management and monitoring of: energetic consumption, energetic efficiency and transmission in compliance with the current regulation.
- Any business or activity related with communication, data communication, information technology, demotic, multimedia and interactive services.
- Any business or activity related with network structures of: electricity, water, gas, optical fiber, district heating and telecommunications..

2.6 Definitons

Loss (occurrence) shall mean any event that causes any damage or harm to a third party, and for which the Insured may be liable.

Bodily Injury shall mean death, bodily injury, illness or disease of or to any person including emotional distress and mental anguish.

Property damage shall mean harm, damage, deterioration or destruction, total or partial Loss of items, as well as damages caused to animals.

Financial Loss shall mean economic damage which results and derives from Bodily Injury and/or Property Damage caused to a third party.

Policyholder means Taisiia a.s.

Period of Insurance as defined under clause 1.4 Period of insurance

Policy. This insurance contract (including the General Schedule, the Conditions and any schedule or endorsement).

Insured's Business as defined in clause 1.5 Insured's business.

Insured(s) as defined in clause 3. Insureds.

Deductible means the agreed amount or percentage of the damage which will be borne by the Insured.

2.7 Territorial Scope of Cover

World-wide (excluding USA/CAN)

2.8 Indemnity Limits

The Insurer's liability to pay damages exceeding deductible as defined under clause 1.6 Definitions in following indemnity limits:

- *Section A General Liability*: EUR 500 000 000 each and every occurrence for General Liability including sub-limits within the general liability indemnity limit for:
 - EUR 500 000 000 e.e.o., in a.a. for Products Liability
 - EUR 200 000 000 e.e.o., in a.a. for Failure to supply
 - EUR 200 000 000 e.e.o., in a.a. for Pollution liability
 - EUR 50 000 000 e.e.o., in a.a. for Pure financial losses
 - EUR 10 000 000 e.e.o., in a.a. for Terrorism

All limits above are agreed to be in excess of any Self Insured Retention / Deductible as set out in the Self Insured Retention / Deductible clause below.

- *Section B Environmental Liability*: EUR 150 000 000 each and every occurrence and in annual aggregate for Environmental Liability

2.9 Self Insured Deductibles

EUR 50 000 each and every occurrence

BUT

EUR 100 000 each and every occurrence for “Taisiia Aero a.s.” and/or their subsidiaries and affiliated companies located in Latinamerica.

2.10 Cross Liabilities

Each Insured granted an indemnity pursuant to this Policy is separately indemnified in respect of Claims made against any of them by any other Insured, subject to Insurer's total liability not exceeding the stated Limits of Indemnity.

No act or omission on the part of any of one Insured shall prejudice the interests of the other Insureds under this Policy. The Insurers agree expressly to waive all rights of subrogation or action which it may have or acquire against any of the Insured as a result of an event which would be indemnified in accordance with the conditions of this Insurance, subject to authorization from the Insured.

2.11 Operative Clause

The Insurer will indemnify the Insured against its liability to pay damages, as they are determined and liquidated in accordance with the laws and jurisdiction of any country of which the laws shall apply to the Claim (including claimants' costs, fees and expenses, to the extent they are due under the laws and jurisdiction which apply to the claim).

For the purposes of this coverage “damage” shall mean Bodily Injury, Property Damage, Financial Loss or Pure Financial Loss.

This indemnity applies only in the event liability as defined by each coverage described within this Policy arises within the Territorial Limits and out of the Business specified in the General Schedule, without prejudice to the terms, conditions and exclusions of such coverage and of the Policy as a whole.

2.12 General Provisions

Here might be other provisions and clauses relevant for this insurance. For the sake of conciseness, all relevant provisions are already mentioned above.

3 Conditions A – General Liability

3.1 General Liability

The insured shall be indemnified for third party liability claims for bodily injury and property damage arising out of their operations, premises and other activities as described under 1.5. Insured's Business, but not against liability:

- for which indemnity is afforded by Pollution coverage and Employer's Liability coverage,
- arising out of or in connection with any Product.

Exclusions:

This coverage does not cover liability:

- Nuclear energy risks in accordance with the Nuclear Energy Risks Exclusions Clause NMA 1975a
- Any liability arising out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the insured
- Any liability arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.

3.2 Products Liability

The insured shall be indemnified for third party liability claims for bodily injury and property damage arising out of the products manufactured, distributed related to activities as described under 1.5. Insured's Business.

Exclusions:

This coverage does not cover liability:

- Any extended product liability, pure financial losses, product recall and product tampering

3.3 Failure to Supply

Insurance is extended to include all Losses suffered by third parties, – direct as well as indirect, also Financial Losses and Pure Financial Losses – due to failure, interruption or suspension of supply of electric energy and/or gas and/or water, as a consequence of accidental events

incurred by the production and/or transmission and/or distribution facilities, provided that they are attributable to a responsibility of the Insured.

3.4 Pollution Liability

The Insured is indemnified under this coverage against any liability arising out of bodily injury and/or property damage (including claimants costs and expenses to the extent they are due under the relevant laws and jurisdiction which apply to the Claim) arising out of Pollution, but only to the extent that the Insured can demonstrate that such Pollution:

1. was the direct result of a sudden, accidental, specific and identifiable event in accordance with the Temporal Scope of coverage here below described;
2. was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution.

The term “Pollution” means each modification of the normal composition or physical state of the natural elements water, air and soil due to the presence of one or more substances that were disposed of, dispersed and/or discharged.

Exclusions:

This coverage does not cover liability:

- arising from genetic modifications due to:
 - intentional non-observance of the applicable legal provisions by the legal representatives of the Insured,
 - intentional omission by the legal representatives of the Insured of the measure
- arising out of Pollution occurring in U.S.A. and/or Canada.

3.5 Pure Financial Losses

This Policy is extended to include Insured's liability for Pure Financial Losses incurred by others but this extension shall not apply to Financial Losses incurred in respect of or in consequence of Bodily Injury or Property Damage.

Exclusions:

This coverage does not cover liability:

- Losses occurring in USA/CAN
- Losses derived from Failure to supply

3.6 General Exclusions (not applicable to section B)

This coverage does not cover liability:

- Retroactive cover in respect of known losses and or known incidents or circumstances likely to give rise to a loss
- War and other similar perils according to War and civil war exclusion clause
- Nuclear energy risks in accordance with the Nuclear Energy Risks Exclusion Clause NMA 1975a
- Actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos, in whatever form or quantity
- Gradual Pollution of any kind
- Electromagnetic fields according to EMF/EMR Exclusion
- Aviation Liability
- Marine Liability
- Any losses/claims arising out of or in connection with:
 - o BSE/TSE/CJD/Scrapie
 - o Genetically modified organisms (GMO)
 - o Toxic mold
 - o Artificial Mineral Fibers and/or Silica
 - o Insolvency or bankruptcy of the insured
- Contingency and business interruption
- Crime, fidelity, fiduciary

4 Conditions B – Environmental Liability

It is understood that, within this General & Environmental Liability Program, this section operates at the same terms and conditions of the General Schedule of this Policy, except for the following provisions:

Retroactive date: January 1st, 199X

4.1 Insurance Coverage

Subject to the provisions, terms, conditions and exclusions of this Section, the Insurer shall indemnify the Insured in relation to any of the involuntary Financial Loss that the Insured may be legally obliged to sustain, pay or reimburse as a result of Claims and/or Losses covered under this Section which cause:

- Bodily Injury or Property Damage to third parties caused by Pollution conditions whether they are on-site or off-site of the insured risk locations as a consequence of a loss covered under this section.
- On-site Cleaning Costs of Insured Locations
- Off-site Cleaning Costs.
- Environmental Damages.
- Prevention and Reduction Costs.

4.2 General Exclusions (applicable only to section B)

This coverage does not cover liability:

- Abandoned locations
- Radioactive and asbestos contamination
- Contractual liability
- Employers' liability
- Fines and sanctions
- Known pollution
- Off-shore activities