

## DISPUTE ADJUDICATION AGREEMENT

*To the Contract concluded on the basis of the results of the tendering procedure titled "Brno-Modřice WWTP Sludge Management" Reg. No in the Public Procurement Journal [ \* ] (hereinafter referred to as "the Contract").*

### **Brněnské vodárny a kanalizace, a.s.**

With registered office at Pisárcká 555/1a, Pisárky, 603 00 Brno

Company ID: 463 47 275

represented by: Ing. Petr Hýbler, Chairman of the Board of Directors  
(hereunder referred to as the "Employer")

and

### **[to be completed by the Contractor]**

with registered office at [to be completed by the Contractor]

Company ID: [to be completed by the Contractor]

represented by: [to be completed by the Contractor]

(hereunder referred to as the "Contractor")

and

### **JUDr. Lukáš Klee, LL.M., Ph.D., MBA**

with registered office at Jirsíkova 29/7, 392 01 Soběslav – Soběslav I

Company ID: 027 41 156

(hereunder referred to as the "Member")

**(The Employer, Contractor, and Member are also collectively referred to as the "Parties")**

**Whereas** the Employer and the Contractor have entered into the Contract and have jointly undertaken to appoint the Member to act as the sole adjudicator to be titled the "DAB" and to adjudicate any dispute that may arise in the course of the public contract performance titled " *Brno - Modřice WWTP Sludge Management*", which may potentially be referred to the Member by the Employer or the Contractor,

**the Parties have hereby agreed** as follows:

1. This Dispute Adjudication Agreement includes the "General Terms and Conditions of the Dispute Adjudication Agreement", including the "Rules of Procedure" annexed thereto. In this Contract, the words and expressions have the same meaning as those assigned to them in the General Terms and Conditions of the Dispute Adjudication Agreement".
2. The Parties agree that the General Terms and Conditions of the Dispute Adjudication Agreement shall be amended as follows.
  - a. In Clause 2, the first and second paragraphs shall be deleted without any substitution.
  - b. In Clause 4 (d) at the end of the paragraph, the words "and with exceptions that have been communicated in writing to the Employer and the Contractor prior to the conclusion of this Agreement" shall be added.
  - c. In Clause 5, the first sentence of the first paragraph after the words "Contractor's staff shall not", "in the event of a dispute arising from the Contract" shall be added.
  - d. Clause 8 shall be deleted and replaced by the following:

*If the dispute cannot be resolved by an amicable settlement on the basis of negotiations of the Parties, the dispute shall be finally resolved and adjudicated before the Court of Arbitration at the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic according to its Rules by three arbitrators. "*

3. In accordance with Clause 6 of the General Terms and Conditions of the Dispute Adjudication Agreement, the Member shall receive a daily fee of EUR 2,000.
4. With respect to such fees and other payments to be paid by the Employer and the Contractor in accordance with Clause 6 of the General Terms and Conditions of the Dispute Adjudication Agreement, the Member undertakes to act as the DAB (as adjudicator) in accordance with this Dispute Adjudication Agreement.
5. The Employer and the Contractor jointly and severally undertake to pay the Member for the performance of the DAB (adjudicator) activities he shall exercise in accordance with Clause 6 of the General Terms and Conditions of the Dispute Adjudication Agreement.
6. This Dispute Adjudication Agreement is governed by the laws of the Czech Republic.
7. This Dispute Adjudication Agreement is drawn up in three (3) counterparts, one for each of the Parties.
8. Dispute Adjudication Agreement is subject to disclosure pursuant to Act No. 340/2015 Sb., on the Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of such Contracts and the Register of Contracts (Act on the Register of Contracts), as amended. This Agreement shall be provided for disclosure by the Employer.
9. This Dispute Adjudication Agreement comes into effect on the date of its disclosure in the Register of Contracts pursuant to Act No. 340/2015 Sb., on the Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of such Contracts and the Register of Contracts (Act on the Register of Contracts), as amended.
10. The following forms an integral part of this Dispute Adjudication Agreement:
  1. General Terms of the Dispute Adjudication Agreement and
  2. Rules of procedure:

In Brno, on [ \* ]

for the Employer:

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Ing. Petr Hýbler  
Chairman of the Board of Directors

In Brno, on: [ \* ]

Member:

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JUDr. Lukáš Klee, LL.M., Ph.D., MBA

In [ \* ] on: [ \* ]

for the Contractor:

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[to be completed by the contractor]