

Framework Gas Storage Contract with Interruptible Injection and Withdrawal Capacity

(hereinafter also referred to as the "Contract")

I. Contracting Parties

Gas Storage CZ, s.r.o. (hereinafter also referred to as the "Storage Operator")
With its registered office at Limuzská 3135/12, 108 00 Prague 10, Czech Republic
Registered in the Commercial Register maintained by the Prague Municipal Court, Section C, File 124711
ID No.: 27892077, VAT No.: CZ27892077
Email: gs.info@rwe.com
Acting through: Zbyněk Pokorný, Head of Sales
Peter Szmuda, Public Affairs Manager

and

Company (hereinafter also referred to as the "Storage User")
With its registered office at
Registered in
ID No.:
VAT No.:
Acting through:

(hereinafter also referred to as the "Contracting Parties")

II. Subject of Contract

This Contract sets out framework conditions for providing daily storage capacity with interruptible injection capacity and interruptible withdrawal capacity (hereinafter also referred to as the "storage capacity") based on individual storage subcontracts to be entered into pursuant to the procedure and under the conditions laid down in Energy Regulatory Office Regulation No. 349/2015 Coll., on Gas Market Rules, as amended (hereinafter also referred to as the "Regulation") and in the Storage Code of Gas Storage CZ, s.r.o. including all its subsequent amendments and additions (hereinafter also referred to as the "Storage Code"). Provided that valid laws and regulations are complied with, the Storage Operator shall have the right not to provide injection or withdrawal capacity in the cases laid down in the Storage Code and in Act No. 458/2000 Coll., as amended (hereinafter also referred to as the "Energy Act").

III. Subcontracts

This Contract defines conditions for providing daily storage capacity with interruptible injection capacity and daily storage capacity with interruptible withdrawal capacity, with the exception of the price, the deadline for storage capacity reservation, and the provided injection and withdrawal capacity, which shall be agreed upon by the Contracting Parties in a subcontract, as defined below. Storage capacity shall be reserved upon the entry into of a subcontract based on the Storage User's electronic request for reservation of daily interruptible storage capacity at the time the reservation is announced by the Storage Operator (hereinafter also referred to as the "Subcontract").

IV. Capacity

1. When providing daily storage capacity with interruptible injection capacity, injection capacity shall be defined in a subcontract. The working gas volume and withdrawal capacity of storage capacity shall equal 0.
2. When providing daily storage capacity with interruptible withdrawal capacity, withdrawal capacity shall be defined in a subcontract. The working gas volume and injection capacity of storage capacity shall equal 0.

V. Gas Storage Price

The price for provided storage capacity shall be set forth in a subcontract. The minimal price for the provided storage capacity shall be published by the Storage Operator on his website.

VI. Storage Code

1. The Storage Code, including all subsequent amendments and additions, constitutes an integral part of this Contract. The Storage User affirms to be acquainted with the contents of the version of the Storage Code in effect as of the signature date hereof.
2. In the event of a conflict between the provisions of the Storage Code and the provisions of this Contract, the provisions of the Storage Code shall take precedence over the respective provisions of this Contract.

VII. Validity and Effect of the Contract

1. This Contract is entered into for an indefinite period and shall become valid and take effect on the date of its signature by both Contracting parties.
2. This Contract may be terminated subject to a two-month notice period that will begin on the day a notice of termination is served. This Contract shall terminate upon the expiry of the notice period, but not earlier than before the expiry of all subcontracts entered into in accordance with this Contract.

VIII. Final Provisions

1. This Contract is in the case of signing printed contracts drawn up in two counterparts, one for each Contracting Party.
2. No provision of this Contract that is or becomes invalid or unenforceable shall prejudice the validity or enforceability of any other provision of this Contract, provided that such a provision is separable from the remaining contents of the Contract. The Contracting Parties undertake to replace such an invalid or unenforceable provision by a provision the contents and purpose of which are closest to the invalid or unenforceable provision. Until described provision is replaced in accordance with the previous sentence, the relevant generally binding legal regulations shall apply.

3. Save for an amendment to the Contract due to the approval of a new Storage Code by the Energy Regulatory Office in accordance with the Energy Act, this Contract may be amended or supplemented only by means of written annexes, numbered in an ascending order, entered into by the authorized representatives of both Contracting Parties. If the amendments to the Storage Code are approved by ERO, the Contracting Parties shall not have the right to withdraw from the Contract due to such changes to the Contract or reject such changes.
4. Terms not defined in this Contract shall have the meaning assigned to them in the Storage Code, in the Energy Act, and in Regulation.
5. Rights and obligations not regulated by this Contract shall be governed by Act No. 89/2012 Coll., the Civil Code.
6. Assignment of receivables, debt assumption and assignment of the whole of this Contract shall be possible only with the consent of the other Party.
7. The set-off of receivables by unilateral declaration by the Storage User is not permitted.
8. By signing this Contract, the Storage User acknowledges that a security (if any) provided by the Storage User in accordance with Section 2012 et seq. of Act no. 89/2012 Coll., the Civil Code, as amended, extends to the obligation to pay interest on the outstanding mature debts where interest rate exceeds the statutory interest rate.
9. If circumstances reasonably indicate that the guarantor's duty (Liability of recipient of taxable supply) in terms of Section 109 of Act No. 235 Coll., on value added tax, as amended, might very likely arise for the storage user with respect to the individual taxable transactions provided by the storage operator on the basis of this contract, the storage user reserves the right to pay the tax on the individual taxable transactions to the locally competent storage operator's tax administrator proceeding in compliance with Section 109a of the same Act. The payment to the storage operator will be reduced by this tax. The storage user undertakes to advise the storage operator of applying this tax payment process in time, within no later than 7 days of the tax payment.
10. With its Declaration according to Article 2 of the Storage Code, the Storage User assured the Storage Operator that he is not subject to any Sanctions according to Article 2 of the Storage Code which would prohibit the Storage User from concluding contracts and otherwise entering into business relations with the Storage Operator (hereinafter referred to as "Sanctions").
11. The Parties represent they have concluded the Agreement as entrepreneurs running their business within the meaning of Section 1797 of Act No. 89/2012 Coll., the Civil Code. Holding a licence to carry out business in the gas industry the Contracting Parties declare that none of them is a weaker party within the meaning of Act No. 89/2012 Coll., the Civil Code, and none of them assumes the risk of a change in circumstances.
12. The Contracting Parties declare that the provisions of Sections 1765 paragraph 1, 1766, 1799, 1800 and 1805 Subsection 2 of the Civil Code shall not be applied to this Agreement.
13. The Contracting Parties concur in representing they have familiarised with this Agreement including the Storage Code in detail, understood it, agree with its content not deviating from usual conditions arranged in similar cases and, in witness of these facts have of their free and solemn will caused their authorised representatives to affix their signatures hereunder.

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Storage User

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Gas Storage CZ, s.r.o.

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