

# Reverse Capacity Contract

Reverse Capacity Contract entered into pursuant to Section 269, paragraph 2 of Act No. 513/1991 Coll., the Commercial Code, as amended (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, Entry 124711  
ID No.: 27892077, VAT No.: CZ27892077  
Email address: gs.info@rwe.com  
Acting through: Zbyněk Pokorný, Head of Sales  
Peter Szmuda, Public Affairs Manager

**Contract number:**

and

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

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

## II. Preamble

1. The Contracting Parties entered into Gas Storage Contract No. [REDACTED] on [REDACTED] (hereinafter also referred to as the "Related Contract").
2. This Reverse Capacity Contract is entered into based on the Related Contract.

## III. Subject of the Contract

1. The subject of this Contract is the Storage Operator's commitment to allow the Storage User to use reverse capacities, i.e. the injection and withdrawal capacities in the direction opposite to that of the basic injection and withdrawal period. The reverse capacities shall remain constant throughout the injection and withdrawal period.
2. The Storage User shall be entitled to exercise his right under the previous paragraph to the following extent:
  - a) The Storage User shall have the right to withdraw up to [REDACTED] kWh/day in the period starting on [REDACTED] and ending on [REDACTED]
  - b) The Storage User shall have the right to inject up to [REDACTED] kWh/day in the period starting on [REDACTED] and ending on [REDACTED]

3. The Storage User shall nominate and renominate reverse capacities in accordance with Decree No. 349/2015 Coll. laying down the Gas Market Rules, as amended (hereinafter also referred to as the "Decree No. 349/2015 Coll.") using the Storage Operator's nomination system under a separate entry differentiated from nominations and renominations submitted based on the Related Contract.
4. The Storage Operator shall have the right to reject nominated and renominated reverse capacities only due to the reasons set forth in this Contract (particularly under Article VIII, paragraph 4).
5. Nominated and renominated reverse capacities shall be allocated to the balance account of the Storage User maintained for his Related Contract. The stored volume (hereinafter also referred to as "SV") on the balance account at the end of a Gas Day (hereinafter also referred to as "GD") shall be determined as follows:
  - a) Basic injection period:  $SV \text{ at the end of GD} = SV \text{ at the beginning of GD} + \text{the resulting (re)nominated injected volumes} - \text{the resulting (re)nominated withdrawn volumes (reverse capacities)}$
  - b) Basic withdrawal period:  $SV \text{ at the end of GD} = SV \text{ at the beginning of GD} - \text{the resulting (re)nominated withdrawn volumes} + \text{the resulting (re)nominated injected volumes (reverse capacities)}$
6. For the avoidance of doubt, reverse capacities shall not constitute additional capacities to the capacities specified in the Related Contract; the maximum (re)nomination value for the given direction (injection or withdrawal) shall be reduced by the volume of reverse capacities.

#### **IV.**

#### **Duration of Provision of Reverse Capacities**

The reverse capacities referred to in Article III of this Contract shall be provided by the Storage Operator to the Storage User during the storage period starting on ..... and ending on .....

#### **V.**

#### **Price for Provided Reverse Capacities**

1. For reverse injection and withdrawal capacities provided under Article III, the Storage User undertakes to pay the Storage Operator a price consisting of a fixed component in the amount of CZK 2 for the reservation of 1 MWh of daily guaranteed reverse capacity per month and a performance component in the amount of CZK 8 per 1 MWh of used reverse capacity. The Storage User shall not pay the Storage Operator for Gas Days when the reverse capacities referred to in Article III are not available (particularly as per Article VIII, paragraph 4).
2. VAT at the legal way in the Czech Republic shall be added to the price agreed under or calculated in accordance with this Contract.

#### **VI.**

#### **Payment Conditions**

1. Based on a tax invoice, the Storage User shall pay the Storage Operator the fixed price component. The Storage Operator shall issue and send the Storage User a tax invoice for the fixed component of the price for reverse capacities for a given Gas Month together with the tax invoice for the Related Contract.

2. If reverse capacity is used (the performance component of the price), the Storage Operator shall be obliged to issue and send to the Storage User a tax invoice for the given Gas Month by the deadline specified in the Storage Code for framework daily storage capacity contracts with firm and interruptible capacity; the due date of the tax document shall also be determined in accordance with the Storage Code.

## **VII. Storage Code**

1. The provisions of the Storage Code of Gas Storage CZ, s.r.o. (hereinafter also referred to as the "Code") shall apply where applicable to procedures relating to gas storage that are not expressly defined under this Contract. The Storage User affirms to be acquainted with the contents of the version of the Code in effect as of the signature date hereof.
2. In the event of any conflict between the provisions of the Code and the provisions of this Contract, the provisions of this Contract shall prevail over the relevant provisions of the Code.

## **VIII. Force and Effect of the Contract**

1. The Contract has been made for a definite period and shall become valid on the date of its signature by both Contracting Parties.
2. The Contract shall come into effect on the first Gas Day specified in Article IV hereof.
3. The Contract shall expire at the end of the last Gas Day specified in Article IV hereof.
4. The Storage Operator shall be under no obligation to fulfill the requirement set forth in Article III hereof for the duration of a reduction or interruption of operation of the Hájek Underground Gas Storage provided that he informs the Storage User of such interruption by e-mail at the e-mail address specified in the heading of this Contract at least 30 days beforehand.

## **IX. Final Provisions**

1. This Contract is in the case of signing printed contracts drawn up in four counterparts, two 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 according with the previous sentence, the relevant generally binding legal regulations shall apply.
3. 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 the Contracting Parties.
4. The Contracting Parties declare that they enter into this Contract as business entities and that this Contract relates to their business, whereas their legal matters not expressly set

forth under this Contract shall be subject to Act No. 513/1991 Coll., the Commercial Code, as amended.

5. Terms not defined in this Contract shall have the meaning assigned to them in the Storage Code, in the Energy Act, and in Regulation No. 349/2015 Coll.
6. The Contracting Parties declare that they have read this Contract and that they agree to the contents hereof; in witness thereof, their authorized representatives append their signature according to their free and solemn will.

In ..... on .....

In ..... on .....

.....  
Storage User

.....  
Gas Storage CZ, s.r.o.

SAMPLE