

# Appendix No. 1 to the terms and conditions of sale of storage capacity via the Storage Operator's bid price of Gas Storage CZ, a.s. (hereinafter referred to as the Storage Operator)

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## I. General conditions

### A. Financial conditions

**All prices and fees are quoted excluding VAT**, which will be added in accordance with applicable legislation. Unless otherwise stated in the Terms and Conditions of Sale, all prices are valid for each storage period in the same amount.

**Financial compensation** for failure to conclude a contract for reserved storage capacity is 3% of the financial value of the contract. If the amount of financial compensation is stated in the Terms and Conditions of Sale in a different value, the value stated in the Terms and Conditions of Sale shall apply. Financial compensation is payable on the basis of an invoice issued by the Storage Operator, with a maturity of 3 calendar days. The Storage Operator may use the cash deposit or part thereof to pay the financial compensation or request performance from the bank that issued the bank guarantee submitted by the Applicant.

**Financial security** for the Applicant's obligation to conclude a gas storage contract for the reserved storage capacity may be required by the Storage Operator as a condition for submitting an application for storage capacity reservation. Financial security may be provided in the form of a cash deposit with the Storage Operator or by submitting a bank guarantee in a form approved by the Storage Operator. The amount of financial security required is specified in the Terms and Conditions of Sale.

## B. Other Terms and Conditions of Sale

**Applications for storage capacity reservations** may be submitted at any time during the application period specified in the Terms and Conditions of Sale.

**By submitting a request** for storage capacity reservation, **the Applicant confirms** that they have familiarised themselves with the Storage Operator's Rules and the Terms and Conditions of Sale and expresses their agreement with the terms and conditions of storage capacity reservation with the Storage Operator and the reservation of storage capacity allocated by the Storage Operator on the basis of the submitted Request.

Once submitted, a **request** for storage capacity reservation **cannot be changed**.

**The application** for storage capacity reservation is submitted **in the form of a request** for the allocation of operating volume. Extraction and injection capacities are allocated proportionally according to the allocated operating volume. Each Applicant may submit one or more applications for storage capacity reservation, unless excluded by the Terms and Conditions of Sale. In the event of multiple applications for storage capacity reservation, each application for storage capacity reservation shall be evaluated separately.

**The request** for the allocation of operating volume **must be in the form** of a whole number expressing the required size of the requested storage capacity in energy units in which the sale of storage capacity was announced. If the Terms and Conditions of Sale allow for the submission of a request for storage capacity reservation for more than one storage period, the request for allocation of operating volume may have a different value for each storage period offered (range of storage periods). The request for the second and subsequent storage periods offered must always have a lower or equal value to the request for the previous period, otherwise it will be rejected.

If the Terms and Conditions of Sale specify a **maximum request amount**, requests for storage capacity reservations that exceed this amount will be reduced to the maximum request amount specified in the Terms and Conditions of Sale before storage capacity is allocated. If the Terms and Conditions of Sale specify a **minimum request amount**, requests for storage capacity reservations that do not reach this amount will be rejected.

If the Terms and Conditions of Sale allow it and the request for storage capacity reservation expresses **disagreement with the possibility of reducing** the allocated storage capacity, then if it is not possible to satisfy the request for storage capacity reservation in full, the request for storage capacity reservation will be rejected.

The amount of **additional storage capacity** that the Storage Operator may activate during the sale is not limited, unless otherwise specified in the Terms and Conditions of Sale. This means that the Storage Operator may, based on its operational capabilities and other criteria, satisfy all submitted requests for storage capacity reservations. The Storage Operator shall decide on the activation of additional storage capacity based on the submitted requests for storage capacity reservations.

The Storage Operator may specify a **minimum reserved storage capacity** in the Terms and Conditions of Sale. If the total demand for storage capacity reservations is lower than the specified minimum storage capacity, the Storage Operator shall not allocate any storage capacity. If no minimum reserved storage capacity is specified, this value shall be zero.

The allocated **storage capacity is** always **rounded** to a whole number expressing the reserved storage capacity in accordance with the Terms and Conditions of Sale.

The Storage Operator shall send **confirmation of the storage capacity reservation** electronically as soon as possible after evaluating the received applications for storage capacity reservations, but no later than within the deadlines specified in the Terms and Conditions of Sale.

If an Applicant participating in the sale acts as a **Customer** within the meaning of the definition in **Act No. 458/2000 Coll.** Energy Act § 2(2)(b)(25), they are obliged to notify the Storage Operator in writing no later than 24 hours before the start of the period for submitting applications for storage capacity reservations, otherwise they will be excluded from the sale.

An Applicant **may not participate in the reservation of storage capacity** if insolvency proceedings are being conducted against them pursuant to Act No. 182/2006 Coll., on Insolvency and Methods of its Resolution (Insolvency Act), or if they are in arrears with any payment to the Storage Operator, unless the Storage Operator decides otherwise. Furthermore, an Applicant who is subject to a **Sanction** as defined in the Storage Operator's Rules may not participate in the reservation of storage capacity. The Applicant shall prove these facts by means of a sworn **Statement**.

The condition for the Applicant's participation in the reservation of storage capacity is the delivery of the Declaration to the Storage Operator no later than one hour before the start of the deadline for submitting applications for the reservation of storage capacity (a sample Declaration is a separate document or forms Annex No. 2 to the Agreement and is available on the Storage Operator's website).

The Applicant confirms that no Sanctions apply to them and that there have been no changes to the facts stated in [the Declaration](#) (according to the Warehouse Operator's Rules) by sending requests for storage capacity reservations. The Applicant undertakes to immediately inform the Storage Provider of any facts that would render any of the above statements false, inaccurate or incomplete.

The Storage Provider is entitled not to conclude a storage contract for the allocated storage capacity or to withdraw from the storage contract if:

- a) Sanctions apply to the Applicant, including sanctions in the form of a prohibition on the performance of concluded contracts or the inability to pay the Depositor's obligations under such contracts, or
- b) the facts asserted by the Applicant in the Declaration are false or incomplete, or
- c) there are reasonable doubts about the truthfulness or completeness of the Applicant's statements in the Declaration and the Applicant has not removed such doubts in a manner acceptable to the Storage Operator within 5 working days of the Storage Operator's request.

If the contract is not concluded for the reasons specified in points a), b) or c) above, the Applicant shall pay the Storage Operator financial compensation for not concluding the contract, determined in accordance with Part I.A of this Annex. Failure to conclude a contract with the Applicant shall not affect the reservation of storage capacity and contracts concluded with other Applicants.

The Storage Operator has the **right to terminate or cancel the storage capacity reservation** prematurely. The Storage Operator shall immediately inform market participants of the termination or cancellation of the storage capacity reservation.

If the Storage Operator publishes multiple language versions of this Annex, the Czech language version shall prevail in the relationship between the language versions, and in the event of a discrepancy between the Czech and foreign language versions, the Czech version shall take precedence over the versions in other languages, which are for informational purposes only.

## C. Procedure for providing financial security

The procedures for providing financial security shall only apply if the Storage Operator requires it in the Terms and Conditions of Sale.

**The deposit of a cash security or the submission of a bank guarantee**, if required by the Storage Operator, must be made no later than one working day before the start of the period for submitting applications for the reservation of storage capacity, unless otherwise specified in the Terms and Conditions of Sale.

The applicant shall deposit the cash security into the Storage Operator's account held with ČSOB, a.s., Radlická 333/150, 150 57 Prague 5.

The account numbers for payment are (BIC / Swift code CEKOCZPP):

- in CZK: 17805243/0300, IBAN: CZ 90 0300 0000 0000 1780 5243
- in EUR: 1752810017805243/0300, IBAN: CZ 63 0300 1752 8100 1780 5243.

To identify the payment, the Applicant shall enter their ID number as the variable symbol.

In the case of a cash deposit in EUR, the exchange rate used for converting EUR to CZK will be the rate specified in the auction conditions; if not specified, the rate officially published by the Czech National Bank as the average rate for the last full calendar quarter before the start of the period for submitting applications for storage capacity reservations will be used.

The cash deposit shall be returned to the account from which it was sent within the deadlines specified in Decree No. 349/2015 Coll. on Gas Market Rules .

The cash deposit does not bear interest. By giving preference to a cash deposit over other forms of financial security and by depositing it with the Storage Operator, the Applicant expresses its consent.

In the case of financial security in the form of a bank guarantee, the Applicant shall submit an irrevocable unconditional bank guarantee in accordance with the wording of the Storage Operator's Rules, provided that the bank issuing the guarantee meets the financial eligibility conditions set out in Annex No. 1 to the Storage Operator's Rules.

## II. Conditions specific to certain products offered

The following are conditions that are specific to certain products offered. These conditions therefore apply only to the product specified.

### A. Options

Based on the evaluation of the received applications for storage capacity reservations, a contract will be concluded with the Applicant for storage capacity allocated according to the results of the reservations, hereinafter referred to as "reserved storage capacity". By concluding a gas storage contract, the Applicant becomes a Storage Customer. If the Depositor decides to transfer any amount from the reserved storage capacity to fixed storage capacity (hereinafter referred to as "Fixed Storage Capacity"), then this Fixed Storage Capacity will be notified by the Depositor to the Storage Operator by e-mail from the address from which the request/offer was sent (unless otherwise agreed), to the Storage Operator's address [sales@czgs.cz](mailto:sales@czgs.cz) . In the email, the Depositor

shall specify the company, date of sale and amount of Fixed Storage Capacity. The Depositor may request the transfer of the reserved storage capacity to Fixed Storage Capacity in whole or in part, even repeatedly, but no later than the date specified in the Terms and Conditions of Sale (hereinafter referred to as the "Deadline for Notification of Fixed Storage Capacity") and up to the maximum amount of the reserved storage capacity. If the Depositor fails to inform the Storage Operator of the amount of Fixed Storage Capacity by the Fixed Storage Capacity Notification Deadline, then all reserved storage capacity shall no longer be reserved for the Depositor and shall become free storage capacity. According to the Terms and Conditions of Sale, the Depositor shall be charged a fee for the amount of reserved storage capacity on the dates specified in the Terms and Conditions of Sale until the Depositor transfers this reserved storage capacity to Fixed Storage Capacity, or the fee shall be charged on the date specified in the Terms and Conditions of Sale regardless of the amount of Fixed Storage Capacity. This fee will be invoiced as a one-off payment based on an invoice issued by the Storage Operator no later than 10 days from the date specified in the Terms and Conditions of Sale, with a maturity of 10 days. The contractual fee is calculated based on the highest value of storage capacity for a single period.

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