Yearly Gas Storage Contract with Firm Storage Capacity

(hereinafter also referred to as the "Contract")

I.
Contracting Parties

Gas Storage CZ, a.s. (hereinafter also referred to as the "Storage Operator")
With its registered office at Limuzská 3135/12, 100 00 Prague 10, Czech Republic
Registered in the Commercial Register maintained by the Prague Municipal Court, Section B, File 28939, ID No.: 27892077, VAT No.: CZ27892077
Acting through: Denisa Řezníčková, Head of Sales & Dispatching
Peter Szmuda, Public Affairs Manager

Contract number: {CisloSmlouvy}

and

{Company} (hereinafter also referred to as the "Storage User")
With its registered office at {SidloProtistrany}
{Text1} {ZapisRejstriky}
ID No.: {ZapisIc}
VAT No.: {ZapisDic}
Acting through: {Zastupce1}
{Zastupce2}

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

II.
Subject of Contract

1. The subject of this Contract is the Storage Operator's commitment to store the agreed quantity of gas under the agreed terms on the one hand, and the Storage User's commitment to deliver and take the agreed quantity of gas intended for storage under the agreed terms and to pay the contract price for storage on the other hand.

2. Storage Capacity under this Contract has been reserved based on the confirmed results of the auction on {DenAukce} organised by the Storage Operator pursuant to the Auction Conditions (hereinafter referred to as the "Auction").

III.
Storage Capacity

The Storage Operator undertakes to provide the Storage User with the following firm storage capacity:

Storage period	WGV [MWh]	IR [MWh/day]	WR [MWh/day]	Price {JednotkaCeny}
{SartObd} - {EndObd}	{WgvHodnota}	{IrHodnota}	{WrHodnota}	{CenaKap}

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where

WGV Working gas volume
IR Maximum injection capacity
WR Maximum withdrawal capacity

(hereinafter also referred to as the "**Storage Capacity**")

IV.
Storage Capacity Provision Period

The Storage Capacity to be provided by the Storage Operator to the Storage User has been negotiated for a storage period as stated in Article III. of this Contract.

V.
Injection and Withdrawal Curve

The Storage User uses storage capacity according to the injection and withdrawal curve set forth under Annex No. 1 to this Contract.

VI.
Gas Storage Price

1. The annual price for services rendered by the Storage Operator according to Article III. of this Contract is stated in CZK excluding VAT per MWh of working gas volume.

2. VAT at the legal rate in the Czech Republic shall be added to the price agreed.

VII.
Storage Code

1. The Storage Code of Gas Storage CZ, a.s., including all subsequent amendments and additions (hereinafter also referred to as the "Storage Code"), 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.

VIII.
Validity and Effect of the Contract

This Contract is entered into for a definite period until 6:00 a.m. on {EndSml} and shall become valid upon its signature by both Contracting Parties and shall come into effect at 6:00 a.m. on {SartObd}.

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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 in accordance with the previous sentence, the relevant generally binding legal regulations shall apply.

3. With exception of an amendment to the Contract due to the approval of a new Storage Code by the Energy Regulatory Office (hereinafter also referred to as the "ERO") in accordance with Act No. 458/2000 Coll. on Business Conditions and Public Administration in Energy Sectors and on Amendment to Certain Other Acts (hereinafter also referred to as the "Energy Act"), as amended, 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. 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 No. 349/2015 Gas Market Rules Coll.

5. Rights and obligations not regulated by this Contract shall be governed by Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as 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. The withdrawal from the Contract by any of the Party has ex nunc effects.

9. By signing this Contract, the Storage User acknowledges that a security (if any) provided by the Storage User in accordance with Storage Code, extends to the obligation to pay interest on the outstanding mature debts where interest rate exceeds the statutory interest rate.

10. 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.

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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.

11. 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").

12. The Parties represent they have concluded the Agreement as entrepreneurs running their business within 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 the Civil Code and each of them assumes the risk of a change in circumstances.

13. The Contracting Parties declare that the provisions of Sections 1766, 1799, 1800 and 1805 Subsection 2 of the Civil Code shall not be applied to this Agreement.

14. 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.

In …… on ……

……
{Zastupce1}
{Company}

{Dots}
{Zastupce2}
{Company2}

In …….. on ……..

……
Denisa Řezníčková
Head of Sales & Dispatching
Gas Storage CZ, a.s.

……
Peter Szmuda
Public Affairs Manager
Gas Storage CZ, a.s

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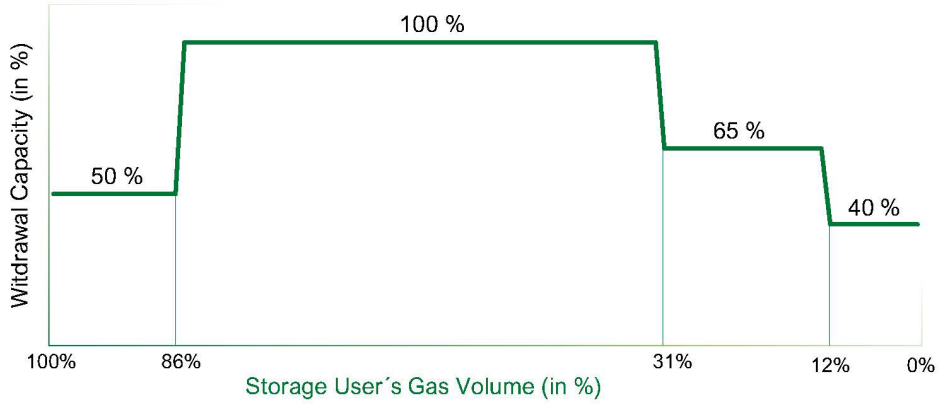
Annex No. 1

Witdrawal Curve

Gas Storage CZ

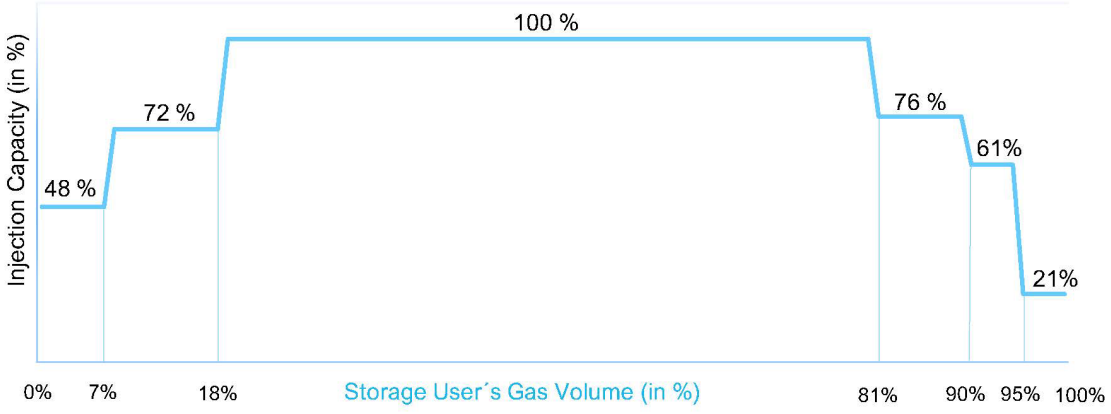
Available Withdrawal Capacity in Dependance on Storage User´s Gas Volume



Injection Curve

Gas Storage CZ

Available Injection Capacity in Dependance on Storage User´s Gas Volume



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