

Storage Provider - Contract's No.:

Storage User - Contract's No.:

## **Parties**

### **The Storage Provider**

Company: **Moravia Gas Storage a.s.**

Residence: Úprkova 807/6, 695 01 Hodonín.

The company registered in the Companies Register kept by the Regional Court in Brno under File No. B 5870.

Company ID number: 28506065, Tax ID number: CZ28506065.

Persons acting on behalf of the company: Mr. Stanislav Pylev, Chairman of the Board of Directors, and Mr. Karel Luner, member of the Board of Directors.

And

### **The Storage User**

Company: Please state the designation of your company.

Residence: Please state the residence of your company.

The company registered Please state, if available, the information on the registration of your company into commercial or other similar public register in the country of residence.

Company ID number: If available, please state company's ID number, Tax ID number: Please state company's tax identification.

Persons acting / authorised to act on behalf of the company: Please state the name(s) of person(s) who are authorised to sign the contract.

The Storage Provider and the Storage User may be hereinafter also referred to individually as "the Party", or jointly as "the Parties".

## **Framework Contract on Defining Conditions of Daily Storage Capacity Reservation with Interruptible Output**

Concluded under § 1746 sec. 2 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "Contract" only).

### **I. Preamble**

The Parties concluded this Contract in order to determine a closer procedure of daily storage capacity reservation with an interruptible performance (hereinafter referred to as "Daily Capacity") in terms of § 56 Regulation No. 349/2015 Coll., on Gas Market Rules, as amended (hereinafter referred to as "Market Rules") and arrangement of further related issues.

### **II. Subject-matter of the Contract**

1. This Contract stipulates general conditions under which the Storage Provider renders services of a daily storage capacity with an interruptible performance (hereinafter referred to as "Daily Capacity") pursuant to a partial daily storage contracts concluded in line with this Agreement and the Market Rules.
2. The Storage Provider shall be entitled to refuse to render Daily Capacity in events and cases stipulated by the Czech legislation, especially the Act No. 458/2000 Coll., the Energy Act, as amended (hereinafter referred to as "Energy Act"), and the Code of the gas storage operator (hereinafter referred to as "Storage Code").

### **III. Daily Capacity**

1. Daily Capacity is defined either as:
  - a. one with an interruptible withdrawal output but zero storage capacity and zero injection output, or
  - b. one with an interruptible injection output but zero storage capacity and zero withdrawal output.

### **IV. Reservation of Daily Capacity**

1. The Storage User may apply for the reservation of respective Daily Capacity by the means of an electronic request to the Storage Provider.
2. The electronic requests shall be submitted and administered via Storage Provider's on-line platform iStore. The Storage User shall proceed in line with iStore's instructions.
3. Under Section 56, paragraph 2 of the Market Rules, the Daily Capacity is reserved in the moment the Storage Provider notifies the Storage User about the evaluation of submitted electronic requests.
4. If the Storage Provider accepted the electronic request, it shall also send to the Storage User a confirmation on the reservation of the respective Daily Capacity. The Storage User shall verify whether the parameters in the confirmation correspond to its electronic request; otherwise, it shall notify the Storage Provider about any discrepancies without undue delay.
5. The Parties explicitly agree that their mutual communication pursuant to previous paragraph of this Article may be made by emails which shall be sent from or received by the following domains:
  - a. for the Storage Providers: @gasstorage.cz,
  - b. for the Storage User: Please state the email which will be used for communication purposes.
6. The respective contractual relationship shall be governed by concluded partial daily storage contract, the Storage Code, this Agreement, the Market Rules, the Energy Act and other applicable acts and regulations. In case, the provisions of the concluded partial daily storage contract or this Agreement are in the contradiction with the provisions of the Storage Code, the provision of the latter shall be decisive.

### **V. Price for Daily Capacity and Payment Terms**

1. The Storage Provider discloses a minimum unit price for interruptible withdrawal or injection output for each gas day, as understood by the Market Rules, on Storage Provider's public web page, in the Operation information section.
2. The Storage User offers to the Storage Provider a unit price which is equal or higher than the minimum unit price announced at the moment of the offer. If the Storage User fulfils the requirement of the previous sentence and the Storage Provider accepts the request, the agreed unit price shall be deemed the one contained in the request of the Storage User.
3. The Storage User takes into account that under Section 60 of the Market Rules, if restriction or suspension of storage services is necessary, the Storage Provider is entitled to interrupt first the storage capacities with an interruptible output, i.e. the Daily Capacity. The order of interruption within the Daily Capacity is based on the unit price for Daily Capacity, agreed between the Storage Provider and respective users of the storage facility in the partial daily storage contracts. The Storage Provider shall interrupt first such Daily Capacity which was agreed for the lowest unit price, and if necessary, the Storage Provider continues using the same formula – i.e. interrupting the Daily Capacity with the lowest unit price within the remaining group.

4. The price for the Daily Capacity service shall be specified in the partial daily storage contract and is negotiated without value added tax (hereinafter referred to as "VAT" only). VAT shall be added to the specified price and invoiced in the amount determined by applicable law.
5. The price is calculated only for such outputs which were not subject to interruption in passed gas month.
6. The Storage User is obliged to pay to the Storage provider for the sum of reserved uninterrupted Daily Capacity which the Storage Provider reserved for the Storage User during the period of one gas month.
7. The Storage Provider shall issue a commercial invoice within 5 business days from the end of the month for which the payment is requested.
8. The Storage User shall pay the price within 15 calendar days upon receipt of the commercial invoice via a wire transfer for the credit of the account designated in such invoice.
9. Tax document must contain requisites determined by applicable law, including name of bank and account number that should be credited to, and contract registration number in the Storage User's file register shown in this Contract heading.
10. In case of delay with payment of financial obligations resulting from this or any partial gas storage contract, the obliged Party is under obligation to pay the other Party, at the request, an interest on late payment in the amount specified by applicable law; if these regulations do not specify or stopped specifying the amount of this interest on late payment or it cannot be determined, then it is 0.5% from the unpaid sum for each even initiated day of delay.
11. Interests on late payment are payable within 10 calendar days from the day of their statement.

#### **VI. Validity and Termination**

1. This Contract is concluded for indefinite period of time and enters into force upon its signature by both Parties.
2. Any Party is entitled to terminate this Contract. The termination period lasts 2 months and starts to run on the first day of the calendar month following the month in which the written termination notice is delivered to the other Party. The Contract is terminated upon the lapse of the termination period, however not sooner than all partial daily storage contracts cease to be effective, i.e. before the expiration of the period for which the Daily Capacity was agreed to be rendered. The Storage Provider is entitled to refuse, without stating the reasons, any electronic request of the Storage User which the Storage User submits during the termination period on condition that the performance based on such request would have to be rendered even upon the expiration of the termination period.

#### **VII. Special Provision**

1. If the requirements for natural gas quality are met, and at the same time requirements for handover pressures in handover points forming relevant virtual entry point into transfer system are met, then it applies that the Storage Provider has met all requirements to natural gas quality and handover pressures in storage release according to this Contract and the Storage Code.

#### **VIII. Final Provisions**

1. This Contract, as well as any partial daily storage contract, shall be governed by the Czech law. The Parties agree the Czech courts, determined by the seat of the Storage Provider, shall have jurisdiction to decide any disputes arising of this Contract or any partial daily storage contract.
2. The Parties declare that they conclude this Contract as business persons. The Parties declare they evaluated all the circumstances upon which they acted when entering into this Contract and the change of these circumstances shall not result in application of Section 1765 para. 1 of the Civil Code.
3. The Parties mutually undertake that they shall protect and keep confidential information in secret before third parties. Any Party does not provide information about content of this Contract and other

confidential information that were obtained in connection with the Contract, without consent of the other Party, except for published information, neither partially to third party, except for persons controlling and persons controlled by the same controlling person. In the same way the Parties shall protect confidential information and facts forming the third party's business secrets that such third party provided to any of the Parties with consent. Obligation to protect secret lasts during the whole period of duration of facts forming business secret or duration of interest to protect confidential information.

4. This Contract can only be changed or amended in the form of written amendments signed by authorized representatives of both Parties, being aware of the fact that the way how to change or amendment the Storage Code is specified in the Storage Code itself and the Energy Act.
5. This Contract is drafted in two copies with validity of original; one of each shall be obtained each Party.
6. Transfer of rights and obligations resulting of this Contract to third persons, including their full or partial putting into a pledge, is possible with written consent of the other Party only.
7. The Parties declare that they got acquainted with content of this Contract and the Storage Code in detail, they understood content of these documents and they are not aware of any obstructions, third person claims or other legal defects that would hinder conclusion of this Contract or cause its invalidity. As an evidence of which authorized representatives of the Parties add their signatures.

**Storage User**

Place of signature: Please state the place of signature

Date of signature:

Company: Please state company designation

**Storage Provider**

Place of signature: Hodonín

Date of signature:

Company: **Moravia Gas Storage a.s.**

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Name  
Position

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Stanislav Pylev  
Chairman of the Board of Directors

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Please state name or choose otherwise  
Please state position or choose otherwise

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Karel Luner  
Member of the Board of Directors