

## Gas storage agreement for reservation of monthly storage capacity with fixed output

### Parties to the Agreement

**Moravia Gas Storage a.s.**

**Registered seat:** Úprkova 807/6, 695 01 Hodonín

**Represented by:** the below stated members of the Board of Directors

**Company ID No.:** 28506065

**Tax ID No.:** CZ28506065

Registered with Regional Court in Brno, File No. B 5870

(hereinafter the “**Storage Operator**”)

**And**

[●]

**Registered seat:** [●]

**Represented by:** [●]

**Company ID No.:** [●]

**Tax ID No.:** [●]

Registered with [●]

(hereinafter the “**Storage User**”)

(the Storage Operator and the Storage User hereinafter collectively also referred to as “**Parties**” and individually as “**Party**”)

**Parties hereby execute, under Act No. 458/2000 Coll., as amended (hereinafter as “Energy Act”) and relevant instruments to the Energy Act, especially Regulation No. 349/2015 Coll., the Rules of the Gas Market, as amended, this Gas Storage Agreement for reservation of monthly storage capacity with fixed output (hereinafter the “Agreement”).**

### I. Subject Matter

1. The subject matter of this Agreement, compliant with the Code of the gas storage operator (hereinafter the “Code”), is the obligation:
  - a) Of the Storage Operator to duly render the gas storage service for the Storage User under the terms and conditions given below in this Agreement and the Code;
  - b) Of the Storage User to create conditions for proper rendering of the storage service by Storage Operator, and pay total price for the storage service, all under the terms and conditions mentioned below in this Agreement and the Code.
2. Parties to the Agreement undertake in performing this Agreement to also adhere to the provisions of the Code which are valid and effective as of the date the Agreement was signed by Storage User, including the provisions of the Code altered later on by Storage Operator due to the reasons incited by the change of generally binding legal

regulations or a ruling of respective state administration body. Storage User hereby declares it has become sufficiently familiar with the wording of the Code valid and effective as of the date the Agreement. In case of any variance between the wording of the Rules and of this Agreement the provisions stated in this Agreement shall take precedence.

## II. Storage capacities

1. The Storage Operator undertakes to provide the Storage User throughout the duration of the Agreement within the storage service the storage capacity specified in the table below adjusted according to the injection curve and withdrawal curve which are bound to the amount of Storage User-stored gas (identified in Storage User's account) and with the constraints stated in this Agreement, Code and generally binding legal regulations.

Storage period	Reserved storage capacity in MWh	Max daily injecting input in MWh/day	Max daily withdrawal output in MWh/day
1.7.2023, 06:00 a.m. – 1.4.2024, 06:00 a.m.	50,000	556	556

2. Injection and withdrawal curve are given in Annex No. 1 which forms integral part of this Agreement.

## III. Storage price

1. Storage User shall pay for services under Clause I. of this Agreement a storage price.
2. The price for the storage service is defined based on the results arrived at auction carried out on [●], whereby the unit price amounts to [●] per each 1 (one) MWh of the reserved storage capacity for the storage period under this Agreement. The total price for the storage service for the storage period shall be determined as the product of the unit price and the reserved storage capacity. The monthly price for the storage service is determined as 1/12 times the total price.
3. VAT shall be applied in accordance with the mandatory legal regulations.
4. Unless stated otherwise, all price provisions associated with the word "month" shall be considered for the gas month period, and those associated with the word "year" shall be considered for the storage year period.
- 5.

## IV. Gas for injection

The Storage User is obliged to secure gas for injection and deliver it to the Storage Operator at the virtual storage point so that from each injection nomination, 1.2 % of the given nomination is deducted and used to fulfil the above obligation and the rest will be credited to the depositor's account (i.e. when nominating 100 MWh of injection during the gas day, the balance of the depositor's account will be increased by 98.8 MWh and 1.2 MWh will be used to fulfil the obligation supply gas for injection).

## V. Terms of payment

1. Terms of payment are set out differently from the Code of the Gas Storage Operator, whereby for the purposes of this agreement the following shall apply instead of the provisions of Part III.10 (a):
  - a. The total price of Service for the storage period under this Agreement is divided into and payable in 9 equal monthly instalments. The Storage Operator shall issue the relevant invoice not later than on the 1<sup>st</sup> working day of the calendar month for which the price is invoiced.

2. Should there be default in payment of monetary obligations that the Agreement implies, then the respective Party shall be liable to pay second Party a delay charge at the level under valid generally binding legal regulations, and unless these regulations do not specify the amount of such punitive interest, or have ceased to specify it, or such late charge is unable to determine, then at the level of 0.05 % of unpaid amount per day in default or started day in default. Delay charges are due within 10 calendar days after a day these are accounted for.
3. All payments must be executed in a form of a wire-transfer to a bank account designated on the tax document, and with the indication of the variable symbol presented in such a tax document.
4. In addition, the Parties agreed that provisions of Art. III, Sec. 10 d) of the Code shall not apply for the purposes of this Agreement. For the avoidance of doubt, it is agreed that application of remaining provisions of Art. III, Sec. 10 of the Code shall remain unchanged.

## **VI. Duration**

1. The Agreement is made and takes effect as from 1 July 2023, at 6.00 a.m. CEST, and terminates on 1 April 2024, at 6.00 a.m. CE(S)T, and becomes valid on the day it is signed by both contracting Parties.

## **VII. Final Provisions**

1. Legal relations between the Parties established by this Agreement and not specially regulated therein shall be governed by relevant provisions of the Energy Act, relevant instruments for the Energy Act and Act No. 89/2012 Coll.
2. Terms not defined in this Agreement shall have the meaning assigned to them in the Code, in the Energy Act and in Rules of the Gas Market.
3. The Parties hereby mutually declare they enter into this Agreement as entrepreneurs, and they are not aware of any facts that may lead to a presumption that one of the Parties could be deemed as a weaker contracting party. The Parties further mutually stipulate they consider the content of this Agreement not to be contradicting to usages in the gas industry.
4. The Parties acknowledge that the Code is subject to approval or prescription by the Energy Regulatory Office under relevant sections of the Energy Act.
5. Regarding the regulated nature of the business activity of the Storage Operator and that the allocation of the storage capacity is governed by the Regulation No. 365/2000 Coll., on the Rules of the gas market, as amended, the Parties mutually declare Sections 1765 and 1766 of the Civil Code shall not be applicable to this Agreement. Storage User undertakes to bear the risk of change in circumstances under Section 1765, para. 2 of the Civil Code.
6. Storage User who is also the client (§62, Energy Act) has the right to rescind this Agreement in case of not meeting contractual duties on the side of Storage Operator, or in case of not agreeing with the Storage Operator-proposed change of the terms and conditions which are not incited by the change of generally binding legal regulations, or by the ruling of relevant state administration body. The Storage Operator shall announce the proposal to alter contractual terms and conditions in writing to the Storage User at the latest 30 days before the effective day. In the event the Agreement is rescinded due to a disapproval of the Storage Operator-proposed alteration of the terms and conditions, this right to rescind will terminate unless respective Storage User has not rescinded the Agreement within 90 days after the day he/she learned of draft change to the terms and conditions or could have learned thereof.

7. The Parties undertake mutually to protect and keep in secret against third persons any confidential information. None of the Party shall provide information without written consent from second Party, about the content of this Agreement or other confidential information, and this neither in partial scope to a third party, with the exception of persons that govern, and persons governed by the identical governing person. In like manner the Parties shall protect confidential information or facts that form commercial secret of third person, that have been provided by such third party to some of the Parties by the courtesy thereof. The obligation to protect confidentiality shall last throughout the duration of the facts that form commercial secret, or duration of the interest to protect confidential information.
8. The Storage Operator is entitled to assign, pledge or otherwise transfer its rights or receivables arising from this Agreement in favour of the Storage Operator 's financing bank or other financial institution providing current or future financing to the Storage Operator, without the Storage User's consent. This does not affect the Storage User 's right to set off his claims against the Storage Operator.
9. This Agreement can be altered or supplemented only in the form of written amendments signed by both Parties' representatives in charge along with the fact that the way of changing or supplementing the Rules is been specified in Clause I thereof, and in the Rules.
10. This Agreement has been made in two copies, each having the force of original copy, by one for each Party.
11. The Parties to this Agreement, following its reading, agree with its contents and are not aware of any obstacles, claims of third parties, or of any other legal defects that would prevent them from signing it or cause invalidity or nullity thereof, and declare they signed this Agreement as free act and deed in witness whereof they sign their hand.

|THE SIGNATURE PAGE FOLLOWS|

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

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

On behalf of **Storage Operator:**

On behalf of **Storage User:**

\_\_\_\_\_  
Detlef Weidemann  
Member of the Board of Directors Class A



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Ing. Radim Blažej  
Member of the Board of Directors Class B

