

Agreement on the Method of Negotiation between the Parties when Concluding Gas Storage Contracts

the "Agreement"

I

Parties to the Agreement

RWE Gas Storage CZ, s.r.o. (hereinafter referred to also as the "Storage Operator")
with its registered office at Limuzská 3135/12, 108 00 Prague 10 - Strašnice
Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C,
Entry 124711
Company ID (IČ): 27892077, Tax ID (DIČ): CZ27892077
Represented by: Zbyněk Pokorný, Head of Sales
Zuzana Kotyková, Public Affairs Manager

Agreement Registration No.:

and

Company (hereinafter referred to also as the "Storage User")
with its Registered Office at
registered in the Commercial Register maintained by
Company ID (IČ):
Tax ID (DIČ):
Represented by:

(the "Parties")

II

Preamble

It is the intention of the Parties to determine by mutual agreement a method of conducting the legal negotiations relating to the conclusion of the contracts referred to in Article III(1) which will ensure that the conduct of the Parties is sufficiently certain, unquestionable and binding, it being understood that, with a view to the efficiency of the negotiations in terms of time and cost, the Parties do not consider it appropriate or necessary to conclude contracts by means of sending proposals and accepting a proposal in paper. However, by entering into this Agreement, the Parties do not intend to preclude the possibility of conducting legal negotiations, including the conclusion of contracts, by other means (e.g. electronically), provided that such means meet all legal requirements, e.g. using a qualified electronic signature, if both Parties agree to such means.

III

Subject of the Agreement

1. The Parties agree that for the purposes of concluding any storage contract, security agreement, contract to provide collaboration in fulfilling reporting obligation and contracts for the transfer and transmission of storage capacity, the persons authorised to act for them shall be those persons listed in Annex 1 to this Agreement, with the contact details necessary for the conclusion of the contract pursuant to paragraph 2 of this Article.
2. In accordance with Section 559 of Act No. 89/2012, Civil Code, as amended, the Parties agree that the process for concluding the storage contracts referred to in Annex 2 to this Agreement is as follows:
 - i) The draft contract shall be prepared for the Storage User by the Storage Operator in PDF format, which shall be secured against text editing and also secured with the

password against opening the document, as referred to in paragraph 3 of this Article (the "**PDF Document**")

- ii) The Storage Operator shall send the PDF document to the address(es) of the persons authorised to act on behalf of the Storage Operator listed in Annex 1 to this Agreement designated as a "Recipient".
 - iii) If the authorised person of the Storage User agrees with the text of the agreement, he/she sends a message to the person(s) authorised to act for the Storage User designated as a "Recipient" to the e-mail address specified in Annex 1 with the text "*On behalf of the Storage User, I have read the text of the PDF document, which is included in this message, and I agree with its content without reservations.*". Readable screen shots of the open PDF document in its entirety will be included directly in the body of the message, not in the attachment, thereby capturing the content of the contract between the Storage Operator and the Storage User.
 - iv) The person authorised to act for the Storage Operator will confirm to the authorised person of the Storage User by email message with the text "*On behalf of the Storage Operator, I agree to the wording of the PDF document captured in this message*" that he/she has received the message with the particulars as set out in point (iii). The contract contained in the said message from the person authorised to act for the Storage User is concluded at the moment of delivery of the confirmation email message pursuant to this paragraph to the person authorised to act for the Storage User.
 - v) If the person authorized to act for the Storage Operator learns that any part of the process according to the previous paragraphs has not been fulfilled in accordance with this Agreement, he/she shall immediately send a message to the person authorized to act for the Storage Operator by e-mail, indicating the difference from the agreed process and informing that the conclusion of the contract according to this Agreement has not been achieved.
3. The Parties agree on the following password to access the PDF document:
 4. The Parties expressly declare that they consider the manner of conclusion of the contract in accordance with the procedure referred to in paragraph 2 of this Article, after due and unconditional performance of all the steps referred to therein, to be a valid, sufficiently certain, unquestionable, binding and enforceable legal act in its entirety.
 5. The Parties further expressly declare that the persons named in the Annex are fully authorised to act for the Party concerned.
 6. The Parties undertake to take all measures to ensure that only the person listed in Annex 1 acts for the Party, i.e. to take measures to prevent any third party from misusing the password, email address or telephone number of the person authorised to act for the Party. Any misuse of the password, email address or telephone number of the authorised person shall be at the expense of the party whom the misuse concerns and shall not affect the validity, binding effect, effectiveness and enforceability of the storage contract to which the misuse of the password or contact details relates.
 7. With a view to evidencing of the conclusion of a storage contract, the Parties agree that the submission of e-mail messages demonstrating the proper performance of the steps required in paragraph 2 of this Article shall be sufficient as proof of the conclusion of the contract.

IV

Final Provisions

1. This Agreement is in the case of signing printed contracts drawn up in four copies, two of which shall be given to each of the Parties.
2. If any provision of this Agreement is or becomes invalid or ineffective, that fact shall not invalidate or render ineffective any other provision of this Agreement, provided that such provision is severable from the rest of the Agreement. The Parties agree to replace the invalid or ineffective provision of this Agreement with a provision closest in content and purpose to such invalid or ineffective provision. Until such time as the replacement is made pursuant to the preceding sentence, the corresponding provisions of generally applicable law shall apply, taking into account the content and purpose of the invalid or ineffective provision.
3. This Agreement may be amended or supplemented only by written, ascending numbered amendments executed by authorized representatives of both Parties. Only amendments made

in the manner set forth in this Article shall be deemed valid negotiations of the parties and shall bind the parties.

4. Rights and obligations not governed by this Agreement shall be governed by the Civil Code.
5. This Agreement may be terminated by either Party without stating any reason with a one-month notice period starting from the date of delivery of the notice. Termination of the Agreement for any reason shall not affect the binding nature of the contracts concluded in accordance with the procedure set out in this Agreement. Article III(4) and (7) shall continue to bind the Parties after the termination of this Agreement.
6. The Parties declare that they have entered into the Agreement as entrepreneurs in the course of their business within the meaning of Act No. 89/2012 Coll., the Civil Code. As holders of a licence for the gas business, the Parties declare that neither of them is a weaker party within the meaning of Act No. 89/2012 Coll., Civil Code, and each of them assumes the risk of a change of circumstances.
7. The Parties declare that the provisions of Sections 1766 and 1800 of the Civil Code do not apply to this Agreement.
8. The Parties to this Agreement declare that they have read this Agreement in detail, understand it and unconditionally agree to its contents, and in evidence of these facts, their authorized representatives affix their signatures in accordance with their free and serious will.

In on

In Prague on

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Storage User

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Zbyněk Pokorný
Head of Sales
RWE Gas Storage CZ, s.r.o.

.....
Zuzana Kotyková
Public Affairs Manager
RWE Gas Storage CZ, s.r.o.

Annex No. 1

1. Persons authorised to act for the Storage User:
"Recipient", name, surname, position, phone, email
"Recipient", name, surname, position, phone, email
2. Persons authorized to act for the Storage Operator:
„Recipient“, Zbyněk Pokorný, Head of Sales, zbynek.pokorny@rwe.com, +420731609661
Zuzana Kotyková, Public Affairs Manager, zuzana.kotykova@rwe.com, +420731609743
Tomáš Diósi, Head of Asset Operations, tomas.diosi@rwe.com, +420731609687