

Framework Agreement for Gas Storage in Temporary Working Gas Volume

(hereinafter also referred to as the "Agreement")

I. Contracting Parties

RWE Gas Storage CZ, s.r.o. (hereinafter also referred to as the "Storage Operator")
With its registered office at Limuzská 3135/12, 108 00 Prague 10, Czech Republic
Registered in the Commercial Register maintained by the Prague Municipal Court, Section C, File 124711
ID No.: 27892077, VAT No.: CZ27892077
Email: gs.info@rwe.com
Acting through: Zbyněk Pokorný, Head of Sales
Zuzana Kotyková, Public Affairs Manager

Contract number:

and

Company (hereinafter also referred to as the "Storage User")
With its registered office at
Registered
ID No.:
VAT No.:
contact email:
Acting through:

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

II. Definitions

1. Temporary working gas volume is the working gas volume of the Storage Operator's virtual storage with limited availability in terms of time.
2. Total temporary working gas volume is the storage volume allocated for providing a temporary working gas volume service in the amount set by the Storage Operator. The Storage Operator may change the total offered temporary working gas volume as long as such a change does not affect already concluded framework agreements and subcontracts.
3. Reserved temporary working gas volume is the temporary working gas volume allocated to customers under concluded subcontracts.
4. Available temporary working gas volume is the total temporary working gas volume without reserved temporary working gas volume. Its current level is published by the Storage Operator on its website.
5. The Storage Code means the Storage Code of RWE Gas Storage CZ, s.r.o. including all its subsequent amendments and additions (hereinafter also referred to as the "Storage Code") published on Storage Operator's website.

III.

Subject of the Agreement

1. This Agreement sets out the framework terms and conditions for the use of available temporary working gas volume of the Storage Operator's virtual storage provided to Storage Users.
2. The subject of this Agreement is the Storage Operator's obligation to provide the Storage User with the possibility of using available temporary working gas volume.
3. In case that the Storage User specifies a gas storage agreement (hereinafter also referred to as the "Associated Agreement") in an application made under Article IV, the Storage Operator shall temporarily increase the working gas volume arising from Article III of the Associated Agreement by reserved temporary working gas volume.
4. The minimum length of the period for which the Storage User may request available temporary working gas volume shall last seven Gas Days.
5. The minimum temporary working gas volume equals 100 MWh or 10,000 cm per subcontract concluded under Article IV.
6. Individual subcontracts under Article IV. shall be concluded electronically in accordance with Article IV. hereof.
7. In case that the Storage User specifies the Associated Agreement in an application made under Article IV, the injection and withdrawal of gas to the temporary working gas volume shall be subject to the provisions of the Associated Agreement, and gas injected or withdrawn into the temporary working gas volume shall be charged to the Storage User's account maintained under the Associated Agreement. In other cases, the injection and withdrawal of gas into the temporary working gas volume shall be subject to the provisions of the framework gas storage contract with interruptible injection and withdrawal capacity and the Storage Code, and gas injected or withdrawn into the temporary working gas volume shall be charged to the Storage User's account maintained under the relevant subcontract entered into pursuant to this Agreement.

IV.

Subcontracts

1. This Agreement defines all terms and conditions for providing storage capacity in temporary working gas volume, except the identification of the Associated Agreement, the reservation period, the level of temporary working gas volume, the length of withdrawal period and the price which shall be agreed between the Contracting Parties in subcontracts, as defined below.
2. Temporary working gas volume shall be reserved based on the results of an auction organized by the Storage Operator or by means of the Storage User's electronic application for the reservation of temporary working gas volume. In case that Storage User does not specify the Associated Agreement, the Storage Operator shall open a separate account for the Storage User for the relevant subcontract.
3. In case reservation is based on the results of an auction, a subcontract shall be concluded at the time the Storage Operator sends by electronic means a special confirmation of the result of the auction. To rule out any doubts, the information automatically sent by the Storage Operator's auction system after the end of an auction does not constitute such a confirmation.
4. In case reservation is made through electronic application, the Storage User shall submit an electronic application no later than three working days prior to the start of the Gas Day for which temporary working gas volume is requested, if not agreed with the Storage Operator otherwise. The application must contain the Storage User's identification, identification of the Associated Agreement, the volume in MWh or cubic meters of the requested temporary

working gas volume, and the start and end of the reservation period. The Storage Operator shall send the reservation results to the Storage User no later than the following working day after the receipt of the application. Upon the sending of the reservation results a subcontract (hereinafter referred to as the "Subcontract") is concluded, and temporary working gas volume is allocated to the Storage User. The Storage User shall send the application through the Storage Operator's Nomination System, if unavailable by e-mail to "gs.info@innogy.com".

5. The temporary working gas volume reservation process shall be effectuated solely by electronic means.
6. The Storage Operator shall allocate available temporary working gas volume based on the results of the auction or based on the date and time when the application is received. In case that the total of all applications received on the same date exceeds the available temporary working gas volume, the Storage Operator shall reduce such applications pro-rata.
7. The temporary working gas volume allocated to the Storage User shall not be considered available temporary working gas volume in the period for which it was allocated.
8. The price for the use of temporary working gas volume shall be determined by the result of the auction based on which the applicable subcontract is entered into in accordance with Section 51 of Regulation No. 349/2015 Coll. or, in the case of reservation through an application, it shall be published by the Storage Operator on its website together with the amount of available temporary working gas volume.
9. The Storage Operator may withdraw from a specific subcontract within a period defined by the Storage Operator for the given specific temporary working gas volume during the auction or during the Storage User's application submission on its website whereas the withdrawal period shall be defined to last from 3 working days up to one month. The withdrawal period shall start on the first working day following the day when the termination notice has been sent to the Storage User's contact email. To avoid any doubts, the Storage User is not entitled to withdraw from any Subcontract.
10. In case that the volume of gas stored under this Subcontract is higher than the equivalent of 1MWh at the end of the Gas Day that is the last day of the force of the Subcontract, the Storage Operator shall proceed in accordance with the provision of Section 59 of Regulation No. 349/2015 Coll.
11. A Subcontract shall be concluded for a definite period that shall end upon the lapse of the reservation period of the temporary working gas volume whereas even after the termination of the effectiveness of a Subcontract, the obligation of the Storage User to pay the price for gas storage and other potential payments including penalties and damages that the Storage User will be obliged to pay based on the Subcontract or the Agreement, including the Gas Storage Code, shall last.

V. Volume

1. The amount of working gas volume shall be determined in the Subcontract when providing storage capacity with temporary working gas volume.
2. The injection and withdrawal rates of the storage capacity with temporary working gas volume shall be 0.
3. The Storage Operator shall publish the available temporary working gas volume on its website.
4. The Storage Operator may unilaterally decrease the provided temporary working gas volume by a notice made at least 3 working days in advance.

**VI.
Gas Storage Price**

1. The price for provided temporary working gas volume shall be paid regardless of the extent to which the temporary working gas volume is used. If the Storage Operator unilaterally decreases the temporary working gas volume, the price of the provided temporary working gas volume will be decreased in the extent corresponding to the decrease of the provided working gas volume. The Storage Operator shall decrease the temporary working gas volume in all Subcontracts effective in the period when the temporary working gas volume is being decreased in a non-discriminatory manner in proportion to the provided temporary working gas volume.
2. VAT at the legal rate in the Czech Republic shall be added to the price agreed in the Subcontract.

**VII.
Invoicing and Payment Terms**

1. The Storage User shall pay the Storage Operator on a monthly basis based on tax invoices the price for storage services rendered in the month for which the tax invoice is issued.
2. The Storage Operator shall issue and send to the Storage User a tax invoice for the relevant Gas Month no later than on the fifth calendar day of the month following the relevant Gas Month.
3. The tax invoice for the relevant Gas Month delivered by the Storage Operator to the Storage User under the previous paragraph shall come due on the 19th calendar day of the month following the relevant Gas Month.
4. A tax invoice issued by the Storage Operator must contain the particulars laid down by generally binding regulations, including the identification of the financial institution and account number to which a payment is to be made.
5. Should the total monthly invoiced amount be lower than CZK 1 000,--, the Storage Operator may defer the invoicing thereof to the next month.
6. The parties shall make payments (especially the price for services rendered, late payment interest, and contractual fines) by transferring the outstanding amounts to the account of the Counterparty, where payment shall mean the crediting of the relevant amount to the Counterparty's account.
7. If a payment is late, the relevant Contracting Party shall notify the Counterparty by the fifth calendar day after the due date of the relevant payment.
8. If a payment is late, the relevant Contracting Party shall pay the Counterparty the contractually agree late payment interest at the rate and manner defined by Storage Code.
9. Late payment interest and contractual fines shall come due within ten calendar days after the date of delivery of an invoice billing same to the other party.
10. A due date that falls on a Saturday, Sunday, or public holiday shall be postponed to the immediately following working day.
11. The due date shall be extended by one day for each day of the Storage Operator's delay in issuing a tax invoice.

12. If, despite the issue of a warning under paragraph 7 of this Article, the Storage User is late in making a payment for a period of more than ten calendar days, the Storage Operator shall be entitled to withdraw from the Agreement effective as of the seventh calendar day following the delivery of a notice of withdrawal to the Storage User.
13. The Storage User shall be entitled to send to the Storage Operator by the due date of the invoice at the latest a written complaint regarding payments billed under the agreement concluded between the Storage Operator and Storage User. Such a complaint must be substantiated and contain a proposal for a correction of the invoice; a complaint shall not relieve the Storage User of his obligation to pay the invoice duly and in a timely manner. Based on a complaint, the Storage Operator shall inform the Storage user in writing, for example by e-mail, within ten working days of the receipt of the complaint whether the Storage Operator has accepted or rejected the complaint. If a complaint is accepted, the Storage Operator's notice shall also specify the correction of the relevant invoice. Thus, corrected invoice shall come due within seven working days after its delivery to the Counterparty.

VIII. Storage Code

The Storage User shall observe the financial eligibility terms, nomination rules, and other procedures and obligations stated in the Storage Code and its Annexes.

IX. Force and Effect of the Agreement

1. This Agreement is entered into for an indefinite period and shall become valid and take effect on the date of its signature by both Contracting Parties.
2. This Agreement may be terminated without a reason subject to a one-month notice period commencing upon the delivery of a notice of termination. This Agreement shall expire upon the end of the notice period, but not earlier than before the expiry of all subcontracts entered into in accordance with this Contract.

X. Final Provision

1. This Agreement is in the case of signing printed contracts drawn up in two counterparts, one for each Contracting Party.
2. No provision of this Agreement that is or becomes invalid or unenforceable shall prejudice the validity or enforceability of any other provision of this Agreement, provided that such a provision is separable from the remaining contents of the Agreement. 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. Save for an amendment to the Agreement due to the approval of a new Storage Code by the Energy Regulatory Office in accordance with Act No. 458/2000 Coll. on the Conditions for Conducting Business and Public Administration in Energy Sectors and on Amendment to Certain Acts (Energy Act), this Agreement may be amended or supplemented only by means of written annexes, numbered in an ascending order, entered into by the authorized representatives of both 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 Agreement shall have the meaning assigned to them in the Storage Operator Code, in the Energy Act, and in Regulation No. 349/2015 Coll., on the Gas Market Rules.

5. Rights and obligations not regulated by this Contract shall be governed by Act No. 89/2012 Coll., 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. By signing this Contract, the Storage User acknowledges that a security (if any) provided by the Storage User in accordance with Section 2012 et seq. of Act no. 89/2012 Coll., the Civil Code, as amended, extends to the obligation to pay interest on the outstanding mature debts where interest rate exceeds the statutory interest rate.
9. 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. 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.
10. The Parties represent they have concluded the Agreement as entrepreneurs running their business within the meaning of Act No. 89/2012 Coll., 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 Act No. 89/2012 Coll., the Civil Code, and none of them assumes the risk of a change in circumstances.
11. The Contracting Parties declare that the provisions of Sections 1765 paragraph 1, 1766, 1799, 1800 and 1805 Subsection 2 of the Civil Code shall not be applied to this Agreement.
12. 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

In on

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Storage User

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RWE Gas Storage CZ, s.r.o.