

Guarantor's Declaration

for Gas Storage Contract entered into in accordance with Sections 2018 et seq. of the Act No. 89/2012 Coll, civil code, as amended ("Civil Code")

I. Definition of Terms

1. The Guarantor in this Declaration refers to **Company identification, including e-mail address** (hereinafter also referred to as the "Guarantor").
2. The Creditor in this Declaration refers to **RWE Gas Storage CZ, s.r.o.**, with its registered office at Limuzská 3135/12, 108 00 Prague 10, Czech Republic, ID No.: 27892077, VAT No.: CZ27892077, e-mail: gs.info@rwe.com (hereinafter also referred to as the "Creditor").
3. The Debtor in this Declaration refers to **Company identification**, (hereinafter also referred to as the "Debtor").
4. The Contract in this Declaration refers to the Gas Storage Contract No. **.....** concluded between the Creditor and the Debtor on **.....** (hereinafter also referred to as the "Contract").

II. Guarantor's Declaration

1. The Guarantor hereby bindingly and irrevocably declares that it will pay unconditionally any and all present or future financial liabilities of the Debtor arising from the Contract or on its basis, which the Debtor fails to fulfil by the due date thereof, up to the total of CZK **.....** (the total value of the guarantee). The Debtor's financial liabilities from the Contract include, without limitation, the Debtor's obligation to make payments of the contractual price and the Debtor's obligation to pay contractual penalties or other liabilities of a sanctionary or remedial nature accrued by the Debtor.
2. The Guarantor undertakes to pay unconditionally any and all of the Creditor's receivables under the Contract, including interest and fees, the payment of which by the Debtor is late, up to the total value of the guarantee no later than ten days after delivery to the Guarantor of the Creditor's written notice, unless the Creditor stipulates a later deadline in its notice.

III. Delivery of Notices

1. The written notice pursuant to Article 2, Paragraph 2 shall be delivered to the address of the Guarantor stipulated in Article 1, Paragraph 1, unless the Guarantor announces other address in written. If a written notice pursuant to Article 2, Paragraph 2 cannot be delivered to the Guarantor at its address stipulated above, it will be considered delivered on the fifth business day after sending.
2. Considered a written notice pursuant to Article 2, Paragraph 2 shall also be a notice sent by electronic mail to the e-mail address of the Guarantor indicated in Article I of this Declaration, or to e-mail address indicated in the Guarantor written notice of change of this information. If a notice is sent by any of the means of remote communication referred to in this paragraph, it will be considered delivered on the day of sending.

3. If the Guarantor is served several written notices for the payment of the same receivable (e.g. in consequence of the concurrent use of several means of delivery), the notice delivered to the Guarantor first will be decisive.

**IV.
Joint Provisions**

1. The Guarantor takes into account and is aware of the fact that it assumes a guarantee for receivables the value of which is not known in full extent in advance and which may change while the guarantee is in force.
2. The Guarantor hereby explicitly declares that it has read the Contract and is aware of its contents.
3. The Guarantor declares that it is aware of its rights concerning the protection of personal data arising from generally binding statutory regulations, in particular Act No. 101/2002 Coll., as amended. The Guarantor agrees that the information about it obtained by the Creditor in connection to this Declaration will be stored by the Creditor in its records throughout the period required in order to protect the Creditor's interests, respectively throughout the period required by generally binding statutory regulations, and that the Creditor will use this information exclusively to secure its own personal needs, particularly to recover receivables from the Guarantor. The Guarantor is also aware that the recovery of receivables for the Creditor is ensured and will be ensured in its name by third parties (e.g. law offices) in addition to the Creditor's employees. The Guarantor has been informed that if it violates its obligations pursuant to this Declaration, the Creditor shall be authorized to provide this information together with the Guarantor's personal data to the required extent to third parties for the purpose of protecting its rights and justified interests.
4. The Guarantor must inform the Creditor without undue delay of any changes in its mailing address(es) and electronic mail.
5. The Guarantor must inform the Creditor of all facts that may have a fundamental impact on its ability to fulfil its obligations pursuant to this Declaration.
6. The Guarantor's obligation pursuant to this Declaration will expire upon the complete and final fulfilment of all the Creditor's receivables under the Contract. Until it expires, the Guarantor cannot unilaterally change or revoke this Declaration.
7. The Guarantor declares that this act in law has been completed based on its true and free will, in testimony whereof it affixes its hand-written signature.
8. This Declaration is executed in one original counterpart, which belongs to the Creditor.

In on

In on

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Guarantor

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RWE Gas Storage CZ, s.r.o.