

Contract to Provide Collaboration in Fulfilling Reporting Obligation

entered into pursuant to Section 1746 Subsection 2 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code") on the basis of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (hereinafter referred to as the "Regulation") and Commission Implementing Regulation (EU) No. 1348/2014 on data reporting implementing Article 8(2) and Article 8(6) of the Regulation (hereinafter referred to as the "Implementing Regulation")

(hereinafter referred to as the "Contract")

by and between

RWE Gas Storage CZ, s.r.o. (hereinafter also referred to as the "Reporting Party")

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 address: 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 "Market Participant")

With its registered office at

Registered in

ID No.:

VAT No.:

Acting through:

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

Preamble

1. The aim of the Regulation is greater wholesale energy market integrity and transparency and support of open and fair economic competition on energy wholesale markets in favour of end customers of energy. The purpose of the Regulation is to prevent from unfair practices having impact on energy wholesale markets.

Monitoring of wholesale energy markets through the Agency for the Cooperation of Energy Regulators (hereinafter referred to as the "Agency") in collaboration with national regulatory authorities is implemented in this context.

2. Within the meaning of Art. 8 (5) of the Regulation in conjunction with Art. 9 (9) of the Implementing Regulation, the market participants are obliged to report to the Agency and national regulatory authorities the amount of stored gas kept on the storage user's account at the end of the gas day (hereinafter referred to as the "Reporting Obligation")
3. The Reporting Party disposes of information which is relevant for the fulfilment of the Reporting Obligation of the Market Participant who is a storage user of gas stored in the storage facility of the Reporting Party within the meaning of the Storage Code issued by the Reporting Party,

and is ready to provide necessary cooperation to the Market Participant to fulfil his Reporting Obligation.

4. The Reporting Party is not a Registered Reporting Mechanism within the Regulation and the Implementing Regulation (hereinafter referred to as the “RRM”) which the Market Participant notes. The Market Participant’s Reporting Obligation will be fulfilled through Gas Infrastructure Europe (GIE) AISBL with its registered office at: Avenue de Cortnebergh 100, 1000 Brussels, Belgium (hereinafter referred to as the “GIE”) that is a RRM. GIE has the right to report to the Agency the data within the meaning of the Regulation and the Implementing Regulation which data will be provided to the Agency for the purposes of fulfilling the Reporting Obligation by the Market Participant.
5. The Reporting Party has concluded a contract with GIE to provide the service of reporting fundamental data in terms of the Regulation dated March 1, 2016 (hereinafter referred to as the “Contract with GIE”) which contains, among other things, the GIE’s obligation to fulfil the Reporting Obligation for the Market Participants within the scope required in Art. 9(9) of the Implementing Regulation. The fulfilment of the Reporting Obligation by the Market Participant towards the Agency depends particularly on operability and interconnection of the GIE’s IT system with the systems of the Agency. GIE undertook to fulfil the Reporting Obligation for the Market Participant and assured the Reporting Party of its ability and capability to fulfil the Reporting Obligation in a due and timely manner being obliged to proceed with professional care. GIE further undertook to take any reasonably expectable steps to maintain the RRM status and reasonably expectable and practically feasible steps to maintain access and technical capability of its IT system. However, GIE is nowise liable towards the Reporting Party for any damage caused by failure to fulfil the Reporting Obligation for the Market Participant with the exception of cases the damage is caused wilfully, by a serious mistake or gross negligence. The scope of compensation for damage is considerably reduced also in such cases.

I.

Subject of the Contract

The subject of this Contract is the Reporting Party’s obligation to provide information relating to the amount of stored gas kept on the Market Participant’s account at the end of the gas day (hereinafter referred to as the “Relevant Day”) for the Market Participant to the Agency through GIE or on the basis of demonstrable request also to the relevant national regulatory authority (hereinafter referred to as the “Information”).

II.

Rights and Obligations of the Contracting Parties

1. The Reporting Party undertakes to provide the Information in a due and timely manner in such a way that the Information is reported no later than on the business day following the Relevant Day.
2. The Market Participant notes that the Reporting Party may not influence the passing of the Information between GIE and the Agency.
3. The Reporting Party will inform the Market Participant in the event the delivery of any reported Information has failed for whatever reason, e.g. due to outage or a restricted function of the Agency’s or GIE’s IT systems should such fact be known to the Reporting Party.
4. The Reporting Party will simultaneously send the Information also to the Market Participant.
5. The Market Participant is obliged to verify completeness, accuracy and timeliness of the Information which is provided by the Reporting Party.
6. The Market Participant is obliged to notify the Reporting Party of any incompleteness, inaccuracy or any other discrepancy with respect to the Information without undue delay.

7. The Reporting Party is obliged to accept and store error messages with respect to the Information which he received from GIE or the Agency and which relate to the Market Participant and inform the Market Participant without undue delay and make such messages available to him.
8. The Market Participant notes and agrees that the Reporting Party reports the Information stated in Article I to GIE and the Agency for the purpose of fulfilling the obligations under this Contract.
9. Should either Contracting Party be unable to fulfil its obligation under this Contract due to a force majeure event, such Contracting Party will be relieved from the obligation to perform for the duration of the force majeure event.

**III.
Term of the Contract**

1. This Contract is concluded for an indefinite period of time.
2. This Contract may be terminated by a unilateral notice of termination with a one-month period of notice without giving a reason.
3. The period of notice starts on the first day of the month following after the notice of termination is delivered to the other Contracting Party to the address stated in the heading of this Contract.

**IV.
Validity and Effect of the Contract**

This Contract is valid on the day it is signed by both Contracting Parties, or, more precisely, by the last Contracting Party to sign it, and takes effect on x Month, xxxx.

**V.
Price**

The provision of the Information by the Reporting Party under this Contract is made by the Reporting Party as part of his gas storage services, and, therefore, no financial performance is agreed between the Contracting Parties.

**VI.
Liability for Damage**

The Contracting Parties exempt liability of compensation of damage to assets should not it be caused wilfully or by gross negligence. Other than proprietary harm caused to the other Contractual Party in connection with this Contract is not redressed. For the purposes of the exemption of liability for compensation of damage to assets, the Contracting Parties expressly represent that neither of them considers itself in connection with the conclusion of this Contract to be a weaker party.

**VII.
Confidentiality**

1. The Contracting Parties undertake to maintain confidentiality with respect to the subject matter of this Contract and any negotiations resulting in the conclusion of this Contract during

the term of this Contract and 3 years after its termination. The Contracting Parties further undertake to maintain confidentiality with respect to information, documentation and materials (hereinafter referred to as the "Confidential Information") furnished or received in any form or provided and made available by the other Contracting Party for the purposes of performance of this Contract.

2. The Contracting Parties undertake not to disclose any Confidential Information provided to them or make it otherwise available to third parties, nor use it in contradiction to its purpose for their needs except for the fulfilment of the purpose of this Contract and for the provision of the Confidential Information to the companies creating a group with the Contracting Party, and to tax, accounting, legal and other consultants provided the duty of confidentiality imposed by law applies to them or they have contractually assumed the duty of confidentiality of at least the scope defined in this Contract.

VIII. Final Provisions

1. This Contract is in the case of signing printed contracts made out in two counterparts of which each of the Contracting Parties shall receive one copy.
2. Should any of the provisions of this Contract be or become invalid or ineffective, such fact shall not cause invalidity or ineffectiveness of another provision of this Contract provided such provision is separable from the remaining content of the Contract. The Contracting Parties undertake to replace the invalid or ineffective provision with a provision approximating the invalid or ineffective provision in terms of contents and purpose as close as possible. Until the replacement as per the previous clause is made, the relevant provisions of generally applicable legislation shall apply.
3. This Contract may be changed or amended only in written amendments numbered in ascending order, concluded by the authorised representatives of all contracting parties.
4. The Contracting Parties represent that the provisions of Sections 433, 1799, 1800 and 1805(2) of the Civil Code do not apply to the Contract.
5. The Contracting Parties have read the text of this Contract, agree with its content and conform in representing they conclude this Contract as business persons carrying on their business within the meaning of Section 1797 of the Civil Code. In witness of these facts their authorised representatives affix their signatures upon their true, free and solemn will.

In on

In on

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Market Participant

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RWE Gas Storage CZ, s.r.o.