

Legal disclaimer

The content of the storage contract is governed by the Czech law, as the provision of services of the gas storage operator is regulated by Act No. 458/2000 Coll., Energy Act, especially in accordance with the condition set for a holder of valid energy licence for gas storage services.

As the consequences, this specimen is an unofficial translation only. Official documentation for the auction sale is drafted in Czech language. If any discrepancies arise between English and Czech wording, the Czech wording shall prevail.

If so requested by the Storage User, the storage agreement may be concluded in parallel Czech/English language version, however, even in such cases the Czech wording shall prevail in case of any discrepancies.

Contract to store gas for reservation of monthly storage capacity with fixed output (sample)

I. Parties to the Contract

MND Energy Storage a.s.

Registered office: Úprkova 807/6, 695 01 Hodonín

Represented by: Mr. Karel Luner, Chairman of the Board of Directors, and
Mr. Milan Dočkal, Member of the Board of Directors

Company ID No.: 27732894

VAT ID No.: CZ27732894

Incorporated with Regional Court in Brno, Section B, Folder 4925
(hereinafter the "Storage Operator"),

Company

Registered office: [●]

Represented by/Executive head: [●]

Company ID No.: [●]

Tax ID No.: [●]

Incorporated with [●], Section [●], Folder [●]
(hereinafter the "Storage User"),

Parties hereby execute, under the Act No. 458/2000 Coll. (hereinafter as "Energy Act") and relevant instruments for the Energy Act, especially Regulation No. 349/2015 Coll, all as amended and effective, this Contract to store gas for reservation of monthly storage capacity with fixed output (hereinafter the "Contract").

II. Subject Matter

1. The subject matter of this Contract, compliant with the Code of the gas storage operator (hereinafter the "Code"), is the obligation:
 - a) Of the Storage Operator to duly render a gas storage service for the Storage User consisting of gas withdrawal output, and this under the terms and conditions given below in this Contract 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, and this all under the terms and conditions mentioned below in this Contract and the Code

all within the limits of the operational parameters reserved for the Storage User based on the results of the auction which took place on [●] and as established mainly in article III of this Contract (hereinafter as "Service").

2. Parties to the Contract undertake in performing this Contract to also adhere to the provisions of the Code which are valid and effective as of the date the Contract was signed by Storage User, including the provisions of the Code altered later on by Storage Operator if such change is the result of the administrative procedure under Section 97a of the Energy Act. Storage User hereby declares it has become sufficiently familiar with the wording of the Code valid and effective as of the date the Contract was signed, and has the Code at its disposal.

- Should any changes to the Code be made (pursuant to the previous point) then the decisive wording for the Parties to proceed will be the one which is in force at the time the performance is carried out, and in the event of any default in performance, then at the day the performance should have been made. In case of any variance between the wording of the Rules and of this Contract the provisions stated in this Contract shall take precedence.

III. Storage capacities

- Throughout the time the Contract is effective the Storage Operator undertakes to provide the Storage User within the Service the following storage capacities and with the constraints stated in this Contract, Code and generally binding legal regulations.

Storage period	1.4.2023, 6:00 h – 1.4.2024, 6:00 h
Storage capacity	0 MWh
Daily withdrawal output	[●] MWh / day
Daily injection output	0 MWh / day

IV. Price for Service

- The storage price for each storage day of the storage period shall be based on the unit price achieved in the electronic auction held on [●].

The unit price shall be calculated according the following equation:

$$P_U = P_F + K$$

Where:

- P_U represents a daily unit price of the maximum withdrawal output and is established in CZK per 1 MWh / gas day of the reserved withdrawal output;
- P_F represents fixed costs equal to **2.50** CZK per 1 MWh / gas day of the reserved withdrawal output.
- K represents a coefficient achieved in the Auction for every gas day in storage period

Storage Period	1.4.2023, 6:00 h – 1.4.2024, 6:00 h
K	[●] CZK/MWh/gas day

- The monthly price for the Service is then determined as the multiple of the auctioned daily withdrawal output as per Article III. of this Contract, the unit price for the Service and the number of days of the given gas month during storage period. The price thus determined is the price without VAT and VAT will be added to it in accordance with applicable legislation.
- Unless otherwise stated, all the price provision 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.

V. Terms of Payment

- Terms of payment are governed by the Code.

2. Over the duration of the Contract, Parties undertake to notify without any unnecessary delay the other Party about any substantial change of information related to their registration to VAT payment within 7 calendar days after such change is registered at the respective tax office. In case of stating incorrect information or infringing this duty, contracting parties undertake to financially compensate the other Party for any loss that arises as a result of violating this duty.

VI. Duration

1. This Contract is effective in whole storage period, for which a storage capacity has been reserved for the Storage User as set in Article III, Section 1 of this Contract.

VIII. Final Provisions

1. Legal relations between the Parties established by this Contract and not specially regulated therein, shall be governed by the Czech law, especially relevant provisions of the Energy Act and the Civil Code. Any and all dispute arising out of or in relation to this Contract shall be decided by the Czech courts, competent with regards to the seat of the Storage Operator.
2. The Parties hereby mutually declare they enter into this Contract 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. Under Section 1801 of the Civil Code, the Parties further mutually stipulate they consider the content of this contract not to be contradicting to usages in the gas industry.
3. The Parties acknowledge the Code shall not be considered as standard business terms of the Storage Operator in the meaning of the Section 1751 et seq. of the Civil Code, as the Code is subject to approval or prescription by the Energy Regulatory Office under Section 97a of the Energy Act.
4. Regarding the regulated nature of the business activity of the Storage Operator and that the allocation of the storage capacity is governed by Regulation No. 349/2015, the Gas market rules, as amended, the Parties mutually declare Sections 1765 and 1766 of the Civil Code (hardship provisions) shall not be applicable to this Contract. Storage User undertakes to bear the risk of change in circumstances under Section 1765, para. 2 of the Civil Code.
5. This Contract can be altered or supplemented only in the form of written sub-contracts signed by both Parties' representatives in charge along with the fact that the way of changing or supplementing the Code has been specified in Clause II of the Contract, and in the Rules.
6. Storage User who is also the final customer (within the meaning of Section 62 of the Energy Act) has the right to rescind this Contract 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. In the event the Contract 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 Contract within 90 days after the day it learned of draft change to the terms and conditions or could have learned thereof.
7. Assignment of rights and obligations arising from this Contract to a third party including their putting as a security either totally or partially, is possible only with prior written consent of the other Party.
8. This Contract has been made in two copies, each having the force of original copy, by one for each Contractual Party.
9. The Parties to this Contract, 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 Contract as free act and deed in witness whereof they sign their hand.

=== Signature page follows ===

In Hodonín, date

In, date.....

On behalf of Storage Operator:

On behalf of Storage User:

Ing. Karel Luner
Chairman of the Board of Directors

[●]

Ing. Milan Dočkal
Member of the Board of Directors

[●]