



## **FRAMEWORK AGREEMENT ON FIRM GAS STORAGE ON A DAILY BASIS**

Entered into pursuant to Act No. 458/2000, the Energy Act,  
and Act No. 513/1991, the Commercial Code

### **SPP Storage, s.r.o.**

Having its registered office at Sokolovská 651/136a, 186 00 Praha 8

Company No. [IČ]: 248 22 191

Bank: [●]

Incorporated in the Commercial Register maintained by the Municipal Court in Prague,  
Section C, File 177515

Acting through: [●]

(Hereinafter referred to as the “Storage System Operator” or “SSO”)

and

[●]

Having its registered office at [●]

Company No. [IČ]: [●]

Bank: [●]

[●]

Acting through: [●]

(Hereinafter referred to as “the Storage Customer”)

### **I**

#### **Introductory provisions**

- 1.1 The SSO represents that it is a company duly established under Czech law, the core business of which is, primarily, gas storage.
- 1.2 The SSO also represents that it operates a gas storage facility at Dolní Bojanovice (hereinafter referred to as “Storage Facility”) and that it has a valid permission to store gas issued by the Energy Regulatory Office under licence number 251118618.
- 1.3 The Storage Customer represents that it is a company duly established under [●] law, the core business of which is, primarily, [●].
- 1.4 Both the SSO and Storage Customer represent that they are authorised to enter into this Framework Agreement and to accept the rights and obligations hereunder to the full extent.
- 1.5 Unless specified otherwise in this Framework Agreement, all the capitalised terms and definitions used herein have the same meaning as the definitions in the Storage

System Operator's Code, which forms an integral part hereof (hereinafter referred to as "the Code") and the content of which is binding on the Contracting Parties.

- 1.6 The Storage Customer represents that it is familiar with the SSO's Code and consents to the provisions thereof.
- 1.7 In the event of amendments to the Code, the wording of the Code effective at the time when the respective performance takes place or ought to take place hereunder shall be relevant for the exercise of the rights and the performance of the obligations of the Contracting Parties hereunder. In the event of a discrepancy between the provisions of the Code and this Framework Agreement the provisions of the Code shall take precedence. The SSO shall notify the Storage Customer of amendments to the Code via electronic mail at the address specified in clause 8.2 hereof, and shall also publish amendments to the Code on its website at [www.sppstorage.cz](http://www.sppstorage.cz).

## **II**

### **Subject matter of the Agreement**

- 2.1 The subject matter of this Agreement is to set out in general the SSO's and the Storage Customer's rights and obligations in the provision of daily Firm Storage Capacity. The specific terms and conditions of storage such as the price, the storage capacity booking time, and the size of storage capacity, including the Injection Curve and the Withdrawal Curve, shall be set out in individual contracts, which shall be entered into using the procedure set out below in this Framework Agreement (hereinafter referred to as "Individual Contracts" ["Call-offs"]).

## **III**

### **Procedure for entering into an Individual Contract**

- 3.1 No later than one calendar day by 8 a.m., and no earlier than 30 calendar days, before the beginning of the first Gas Day from which it requests the booking, the Storage Customer can send to the SSO, via electronic transmission, its request for the booking of daily Firm Storage Capacity. Such request shall contain at least the following details:
  - (i) Identification of the Storage Customer
  - (ii) The storage capacity booking time
  - (iii) The size of the requested storage capacity, i.e., the Operating Volume and the matching Injection Capacity and Withdrawal Capacity
  - (iv) Confirmation of the price of storage as published by the SSO
- 3.2 The Storage Customer acknowledges that the SSO will first evaluate the requests received from all applicants and subsequently notify them of the results of storage capacity booking by 9 a.m. on the calendar day on which the request for storage capacity booking was submitted.
- 3.3 At the moment of electronic confirmation of the Storage Customer's request by the SSO, daily Firm Storage Capacity is booked and, therefore, an Individual Contract is entered into.
- 3.4 The Storage Customer also acknowledges that the procedure for entering into Individual Contracts under this Article III shall be governed by the Energy Regulatory Office's public notice no. 365/2009 on Gas Market Rules.

**IV**  
**Price for gas storage**

The SSO shall set the price for the provided Firm Storage Capacity and publish this price on its website.

**V**  
**Payment terms**

- 5.1 The Contracting Parties agree that the Storage Customer shall pay the agreed price for storage, including all the taxes and charges required by the applicable legal regulations, to the SSO at all times following the end of the gas month in which storage capacity was used under Individual Contracts. The Storage Customer shall pay the agreed price via credit transfer to the SSO's bank account specified in the heading of this Framework Agreement against a 'tax document' (invoice) issued by the SSO.
- 5.2 The SSO shall issue the 'tax document' (invoice) for the respective gas month and send it to the Storage Customer at the agreed electronic mail address and also by post no later than by the 14th calendar day of the calendar month following the respective gas month. The price for gas storage so billed shall be payable by the 28th day of the calendar month in which the tax document (invoice) was issued. The day on which the total payable amount is credited to the SSO's bank account shall be regarded as the day on which the Storage Customer met its obligation to pay the agreed price for gas storage to the SSO.
- 5.3 In the event of delay in the meeting of its financial obligations, the debtor shall pay the creditor late charges of 0.02% of the amount owed for each day of delay.
- 5.4 Other provisions on payment obligations are set out in the Code.

**VI**  
**Confidentiality obligation**

- 6.1 The Contracting Parties agree to maintain absolute confidentiality in respect of all facts concerning the agreed price-related and payment terms and conditions hereof, which they have received in relation to the other Contracting Party in connection with the entering into and performance under this Framework Agreement. The Contracting Parties acknowledge that this obligation shall survive this Framework Agreement. In the event of a breach of this obligation the breaching Contracting Party shall compensate the other Contracting Party for the damage so caused.

## **VII Term of the Agreement**

- 7.1 This Framework Agreement has been entered into for an unspecified period of time.
- 7.2 This Framework Agreement may be terminated by a written notice of termination of either Contracting Party, also for convenience. The notice period is three months and shall start running on the first day of the calendar month following the delivery of the notice of termination to the other Contracting Party.

## **VIII Final provisions**

- 8.1 The SSO acknowledges that the Storage Customer shall have the right to rescind this Framework Agreement if the SSO fails to perform its contractual obligations or if the Storage Customer disagrees with a proposed change to the contract terms and conditions.
- 8.2 All notices hereunder shall be in writing. Notices shall be delivered to the other Contracting Party either a) by registered post or b) using a courier service to the addresses specified below. The below-specified addresses shall remain applicable until any of the Contracting Parties notifies the other Contracting Party in writing of a different address applicable to the delivery of written notices hereunder, using the procedure described in this Article. At the same time, all notices shall also be delivered to the other Contracting Party at the electronic mail addresses specified below:

**For the SSO:**

SPP Storage s.r.o.

Having its registered office at Sokolovská 651/136a, 186 00 Praha 8

For the attention of: [●]

E-mail: [●]

**For the Customer:**

[●]

Having its registered office at [●]

For the attention of: [●]

E-mail: [●]

- 8.3 This Framework Agreement may only be changed or amended by written addenda hereto subject to both Contracting Parties' agreement.
- 8.4 This Framework Agreement shall be governed by Czech law.
- 8.5 This Framework Agreement shall become valid and come into effect on the day on which all Contracting Parties attach their signatures hereto.
- 8.6 The invalidity of individual provisions hereof shall be without prejudice to the validity and effect of the other provisions hereof and the Framework Agreement as a whole.
- 8.7 The two Contracting Parties agree that any disputes arising from or in connection with this Framework Agreement shall be adjudicated by the competent ordinary courts.
- 8.8 This Framework Agreement has been written in two original counterparts, providing that each of the Contracting Parties shall receive one original.

8.9 The Contracting Parties represent that they have thoroughly studied the text hereof and understood its content, and that it expresses their free and solemn will free of any errors; in witness whereof they attach their signatures.

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**Storage System Operator**

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**Storage Customer**