



**Storage**

www.sppstorage.cz

Reg. number of the SPP Storage contract: RS/S/01/2025/0000

## FRAMEWORK AGREEMENT ON STORAGE

Entered into under Act No 458/2000, the Energy Act, and Act No 89/2011, Civil Code ('the Agreement')

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

Having its registered office at Dolní Bojanovice č.p. 891, 696 17

Company No. (*IČ* in Czech): 248 22 191

TIN (Tax Identification Number) (*DIC* in Czech): CZ24822191

Incorporated in the commercial register maintained by the Brno Regional Court, Section C, File 107605

Bank, currency CZK:

Česká spořitelna, a.s., account number: 4569392/0800, IBAN: CZ98 0800 0000 0000 0456 9392,  
BIC: GIBACZPX

Bank, currency EUR:

VÚB Banka a.s., account number: 176858/0200, IBAN: SK71 0200 0000 0000 0017 6858,  
BIC: SUBASKBX

Represented by: [●]

(Hereinafter 'the Storage System Operator' or 'SSO')

and

[●]

Having its registered office at [●]

Company No. (*IČ* in Czech): [●]

TIN (Tax Identification Number) (*DIC* in Czech): [●]

Bank: [●]

IBAN: [●]

Acting through: [●]:

('the User'; the User and the SSO are also collectively referred to as 'Contracting Parties' or individually as 'Contracting Party')



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## **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 an underground gas storage facility at Dolní Bojanovice (hereinafter 'the 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 User represents that it is a company duly established under [●] law, the core business of which is primarily [●].
- 1.4 Both the SSO and User represent that they are authorised to enter into this Agreement and to accept the rights and obligations hereunder to the full extent.
- 1.5 Unless specified otherwise in this Agreement, all capitalised terms and definitions used herein have the same meaning as the definitions in the SSO Code, which forms an integral part hereof (hereinafter 'the SSO Code') and the content of which is binding on the Contracting Parties.
- 1.6 The User represents that it is familiar with the SSO Code and consents to the provisions thereof.
- 1.7 In the event of amendments to the SSO Code, the wording of the SSO Code effective at the time when the respective supply/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 SSO Code and this Agreement, the provisions of the SSO Code shall take precedence. The SSO shall notify the User of amendments to the SSO Code via electronic mail at the address specified in Annex 3 hereto, and shall also publish amendments to the SSO 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 User's rights and obligations in the provision of daily storage capacity, and also Additional Services as defined in the SSO Code. The specific terms and conditions of the provided services (in the case of storage, the price, the storage capacity booking time, and the storage capacity size) shall be set out in individual contracts, which shall be entered into using the procedure described below in this Agreement (hereinafter 'Individual Contract'). Each Individual Contract and this Agreement constitute a single separate agreement between the SSO and the User. The provisions hereof constitute, together with the SSO Code, an integral part of any Individual Contract. In the event of a discrepancy between the terms and conditions of Individual Contracts and this Agreement, the terms and conditions of the relevant Individual Contract take precedence for the purposes of such Individual Contract.



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

- 3.1 The Contracting Parties agree that storage capacity can be booked, and hence an Individual Contract for storage capacity booking can be concluded, using the methods laid down in Section 50(5) of the Gas Market Rules, i.e., including via an electronic auction at the SSO's Auction Portal or based on the SSO's bid price or the User's bid price.
- 3.2 Where the conclusion of an Individual Contract must be demonstrated the Contracting Parties agree that the proof of the conclusion of an Individual Contract can be a copy of the capacity booking record in the Auction Portal if the Individual Contract has been concluded via an electronic auction, or the SSO's electronic confirmation provided via the Customer Zone, or an e-mail message confirming the conclusion of the Contract, including its terms and conditions.
- 3.3 The Contracting Parties agree to confirm, within ten (10) calendar days, the conclusion of an Individual Contract in hardcopy form (in the case of storage capacity booking, in the form appended hereto as Annex 1) signed by the party's own hand, or electronically using an advanced electronic signature under Article 3(11) of REGULATION (EU) No 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL. This confirmation constitutes a formal attestation to the conclusion of an Individual Contract concluded in the above manner.
- 3.4 The Contracting Parties agree that for the purposes of entering into Individual Contracts hereunder, the persons specified in Annexes 2 and 3 hereto, or persons conclusively authorised by the Parties, shall be the persons authorised to enter into Individual Contracts.
- 3.5 Each of the Contracting Parties has the right to change the persons authorised to represent the Party, effectuating such change via a unilateral notice delivered to the other Contracting Party. The change shall be effective from the moment the other Contracting Party acknowledges receipt of the notice. The Contracting Parties agree that any and all legal acts carried out via the SSO's Customer Zone and Auction Portal shall be carried out by persons who have or will have arrangements for access to the SSO's above application, and are thereby authorised to carry out such acts.
- 3.6 The Contracting Parties agree to adopt any and all measures in order to ensure that contracts are concluded for the respective Contracting Party solely by the person so authorised in accordance herewith, i.e. each Contracting Party agrees to adopt measures to prevent abuse by any third party of the password, e-mail address or telephone number of the person authorised to enter into contracts for such Contracting Party. Any abuse of the authorised person's application login details, e-mail address or telephone number shall be attributed to the Contracting Party in respect of which the abuse has taken place, and shall have no effect on the validity, obligatory nature, effectiveness or enforceability of the Individual Contract that the abuse of the password or contact/login details concerns.



## IV Services provided

- 4.1 The Contracting Parties agree that the storage capacity booked by the User hereunder can be agreed in an Individual Contract as storage capacity with contract flexibility or storage capacity with mandatory flows under the terms and conditions specified below. The terms and conditions for storage capacity provision are governed by this Agreement and the SSO Code.

4.2 Storage capacity with contract flexibility

Where the Individual Contract sets out storage capacity with contract flexibility the SSO shall provide the User with access to this capacity with the parameters set out in the Individual Contract and for the period agreed in that Individual Contract ('the Storage Period'). With this type of capacity, the User has the right to inject/withdraw Gas during the Storage Period up to the volumetric and Injectability/Deliverability parameters specified in the Individual Contract ('Flexible Capacity').

The SSO shall allow the User access to the Storage Facility and the User has the right to use Flexible Capacity in accordance with the following parameters specified in the Individual Contract:

- Working Volume (in MWh)
- maximum daily Injectability (in MWh/day)
- maximum daily Deliverability (in MWh/day)
- entry and exit points of the Storage Facility

The User has the right to request Additional Injectability/Deliverability as part of Flexible Capacity in the form of additional Injection and/or Withdrawal capacity in excess of the capacity specified in the current nomination/renomination for the relevant Gas Day.

The Additional Injectability/Deliverability is allocated via the SSO's confirmation of the User's nomination/renomination.

4.3 Storage capacity with mandatory flows

Where the Individual Contract sets out storage capacity with mandatory flows the SSO shall provide access to the Storage Facility subject to the User's agreement to follow the agreed injection and withdrawal profiles over time. With this type of capacity, the User shall use Injectability and Deliverability in accordance with a pre-agreed timetable defined by volumetric and Injectability/Deliverability parameters in the Individual Contract ('Capacity with Mandatory Flows').

The User agrees:

- during the injection period, to inject into the Storage Facility the Gas quantity matching the set daily Injectability;
- during the withdrawal period, to withdraw from the Storage Facility the Gas quantity matching the set daily Deliverability.



Both periods are specified in the Individual Contract as specific Gas Days for which the relevant Injectability/Deliverability has been allocated to the User ('Mandatory Flows').

Should due to planned or unplanned maintenance of the Storage Facility or related infrastructure the User be unable to supply the Mandatory Flows the SSO shall change the Mandatory Flows by way of allocating corresponding substitute daily Injectability/Deliverability as may be needed.

These substitute capacities are included in the price for the Storage Service.

- 4.4 Should the User breach its obligation to supply Mandatory Flows under 4.3 above in relation to an Individual Contract the SSO has the right to:
- i. immediately suspend the provision of Storage Services to the User while it is not obliged to continue to provide such services;
  - ii. rescind the Individual Contract and/or this Agreement at a five (5) calendar days' notice;
  - iii. demand from the User the payment of a contract penalty amounting to one of the User's monthly payables to the SSO under the relevant Individual Contract.

The above sanctions shall not be used and there shall be no breach of obligations by the User in the event that the reason for the User's failure to supply Mandatory Flows was solely the SSO's inability to ensure the execution of nominations for reasons on the part of the SSO, in particular, but without limitation, due to a technical failure, planned or unplanned maintenance, or other operating limitations concerning the SSO's installations.

- 4.5 The contract penalty is payable within five (5) calendar days from the delivery to the User of the request to pay such penalty. The payment of a contract penalty shall not be to the prejudice of the right to damages.
- 4.6 The terms and conditions for the provision of Additional Services by the SSO are governed by the SSO Code and the Individual Contract.

## **V Price for the services provided**

- 5.1 The price for the Storage Service is determined employing one of the following methods:
- i. the price results from an electronic auction organised through the SSO's Auction Portal,
  - ii. the SSO sets the price, or the method for the determination thereof, and posts it on its website in the required details of the offer and the call under Annex 22 to the Gas Market Rules.
- 5.2 The specific amount of the resulting price shall be set out in the relevant Individual Contract at all times. The resulting price is binding for the entire Storage Period agreed in the Individual Contract.



- 5.3 For the avoidance of doubt, the total price F for Storage Services under an Individual Contract is calculated using the following relationship:

$$F = P_L \times C,$$

where:

$P_L$  is the unit price for Storage Services under the Individual Contract, and

C is the Working Volume in MWh, which is allocated to the Individual Contract.

- 5.4 The price for Additional Services is subject to the SSO's Price List posted on the SSO's website at [www.sppstorage.cz](http://www.sppstorage.cz).

## VI Securing payment obligations

- 6.1 Before entering into the Agreement, the SSO screened the User's financial standing for honouring its payment obligations under this Agreement and Individual Contracts (hereinafter 'Financial Standing'), employing the methods set out in the SSO Code. Should at any time throughout the term hereof the SSO find the User having insufficient Financial Standing, the User shall provide the SSO with security for its payment obligations under the conditions below, in the form of:

- i. A bank guarantee (hereinafter 'Bank Guarantee'), or
- ii. Security in the form of a financial amount deposited in a bank account (hereinafter 'Cash Collateral'), or
- iii. Parent Company Guarantee,

all of the above under the conditions set out below (hereinafter 'Security for Payment Obligations').

- 6.2 Subject to prior agreement with the SSO, the User can replace the originally provided Security for Payment Obligations by proving to the SSO a different form of Security for Payment Obligations, as allowed in clause 6.1 above. The SSO shall return the originally provided Security for Payment Obligations – the Bank Guarantee or the Cash Collateral or the Parent Company Guarantee – within ten (10) calendar days from accepting the other form of Security for Payment Obligations demonstrated in accordance with this Article VI.

- 6.3 Should the SSO request so, the User shall demonstrate Security for Payment Obligations in accordance with this Article VI to the SSO within ten (10) calendar days from the conclusion of an Individual Contract, or from the delivery of the SSO's request. Should the User fail to demonstrate Security for Payment Obligations meeting the requirements set out in this Article VI within ten (10) calendar days from the conclusion of the Individual Contract or from the delivery of the SSO's request to provide Security for Payment Obligations, the SSO has the right to:

- i. suspend the provision of Storage Services to the User immediately while it is not obliged to continue to provide such services;
- ii. rescind the Individual Contract and/or this Agreement at a five (5) calendar days' notice.



- 6.4 A Bank Guarantee that the User provides to the SSO in relation to an Individual Contract shall meet the following requirements:
- i. The bank issues the Bank Guarantee in the form and with the content acceptable for the SSO, and for the SSO as the beneficiary;
  - ii. The Bank Guarantee amount equals one of the User's monthly payables to the SSO in relation to the Individual Contract, including the value-added tax (VAT);
  - iii. The Bank Guarantee is valid and effective from a day that is not later than ten (10) calendar days from the conclusion of the Individual Contract, or from the delivery of the SSO's request to provide evidence of Security for Payment Obligations;
  - iv. The Bank Guarantee shall remain valid for at least thirty (30) calendar days from the end of the Storage Period agreed in the Individual Contract;
  - v. The Bank Guarantee specifies the SSO as the beneficiary;
  - vi. Any payment under the Bank Guarantee shall be made to the SSO's bank account unconditionally on the first demand within five (5) business days (i.e., excepting Saturdays, Sundays, public holidays, or other 'mandatory no-work days' laid down in the relevant Czech legislation) from the delivery of the SSO's notice and without the SSO's prior notice requesting the User to honour its obligations;
  - vii. The SSO can use the Bank Guarantee in the full amount to cover the User's payment obligations to the SSO under this Agreement or the Individual Contract. Should the User fail to honour its financial obligations under this Agreement or any Individual Contract in a timely and proper manner the SSO has the right to promptly use the Bank Guarantee to pay the SSO's receivable;
  - viii. The Bank Guarantee is irrevocable.
- 6.5 A Cash Collateral that the User provides to the SSO in relation to an Individual Contract must meet the following requirements:
- i. The User pays the Cash Collateral to the SSO's bank account within ten (10) calendar days from the conclusion of the Individual Contract, or from the delivery of the SSO's request to provide evidence of Security for Payment Obligations;
  - ii. The Cash Collateral amount equals one of the User's monthly payables to the SSO in relation to the Individual Contract, including the value-added tax (VAT);
  - iii. The SSO can use the Cash Collateral in the full amount to cover the User's payment obligations to the SSO under this Agreement or the Individual Contract. Should the User fail to honour its financial obligations under this Agreement or any Individual Contract in a timely and proper manner the SSO has the right to promptly use the Cash Collateral to pay the SSO's receivable.
- 6.6 Guarantee provided by the User's parent company is permissible as Security for Payment Obligations solely subject to the SSO's prior consent thereto in writing, granted on the basis of, amongst other things, an assessment of the Financial Standing of the User's parent company. The provisions of this Agreement on Bank Guarantee apply to this type of security *mutatis mutandi*.





- 6.7 When at least a part of the Security for Payment Obligations (in the form of Bank Guarantee, Cash Collateral, or Parent Company Guarantee) has been utilised, the SSO has the right to request the User to top up the Security for Payment Obligations to the original level and, pending such top-up, to stop providing Storage Services to the User immediately. The User shall top up the Security for Payment Obligations within five (5) calendar days from the day on which the SSO requested the top-up. Should the User fail to top up the Security for Payment Obligations to the required level within that period the SSO shall have the right to terminate the Individual Contract and/or the Agreement at a five (5) calendar days' notice.
- 6.8 The SSO shall refund the Cash Collateral (or the balance thereof) paid by the User, or return the Bank Guarantee or Parent Company Guarantee, related to an Individual Contract to the bank account specified by the User, and shall do so within five (5) calendar days from the satisfaction of all of the User's obligations and liabilities related to such Individual Contract. Cash Collateral shall be deemed refunded to the User when debited from the SSO's bank account. No rate of interest or interest payments are applied in respect of Cash Collateral.

## **VII Confidentiality obligation**

- 7.1 The Contracting Parties agree to maintain absolute confidentiality in respect of all facts concerning the agreed pricing and payment terms and conditions of the Agreement, which they have received in connection with entering into and performing under the Agreement or Individual Contracts. The Contracting Parties acknowledge that this obligation shall survive this Agreement and each Individual Contract concluded under this 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.
- 7.2 The Contracting Parties acknowledge that it is not a breach of this Article when a Contracting Party discloses confidential information for the purposes of Financial Standing assessment, for consolidated account keeping, or for financial reporting, or discloses similar information to the employees of the company in the same group as the Contracting Party, provided that such employees are bound by a confidentiality obligation.

## **VIII Term of the Agreement**

- 8.1 This Agreement has been entered into for an unspecified period of time.
- 8.2 This Agreement may be terminated by a written notice of termination of either Contracting Party, also for convenience. The notice period is one (1) month and it shall start running on the first day of the calendar month following the delivery of the notice of termination to the other Contracting Party. The Agreement shall be discharged at the end of the notice period. However, where the Contracting Parties have in place any Individual Contract then, regardless of the preceding sentence, this Agreement shall not be discharged before the end of all the Individual Contracts concluded hereunder.



- 8.3 The SSO has the right to rescind this Agreement and/or any Individual Contract in the event of the User's material breach of this Agreement and/or an Individual Contract, providing that, in particular, but without limitation, the following situations are regarded as a material breach:
- i. The User fails to honour any of its financial obligations to the SSO even within ten (10) calendar days from its due date;
  - ii. The User fails to provide the information required for assessing Financial Standing or to provide or top up Security for Payment Obligations in accordance with this Agreement in a timely and proper manner;
  - iii. The information provided by the User to the SSO in connection with this Agreement or performance under this Agreement turns out to be untrue or incomplete or misleading;
  - iv. The User is materially breaching another contract that it has in place with the SSO while the SSO's right to rescind this Agreement on the given grounds follows from that other contract.
- 8.4 Should the SSO rescind the Agreement or an Individual Contract on the above grounds, the SSO shall have the right to demand from the User a contract penalty equalling the amount of the price agreed for the provision of the agreed services, covering the period from the end of the Individual Contract to the end of the originally agreed term of such Individual Contract, which the User would have been obliged to pay had the Individual Contract not been ended. The contract penalty is payable within five (5) calendar days from the delivery of the SSO's request to pay such penalty. The payment of a contract penalty shall not be to the prejudice of the SSO's right to damages.

## **IX Final provisions**

- 9.1 The User may assign a receivable, accept a debt, or assign the rights and obligations hereunder solely subject to the SSO's prior consent in writing. The set-off of receivables through the User's unilateral declaration is not permissible.
- 9.2 All notices hereunder shall be in writing. Notices shall be delivered to the other Contracting Party a) via e-mail, or b) via a registered letter, or c) using a courier service, to the addresses specified below:
- for the SSO, see Annex 2
  - for the User, see Annex 3
- 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 delivering 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.
- 9.3 This Agreement may only be changed or amended by written addenda hereto subject to both Contracting Parties' agreement.



- 9.4 The legal relationships established by or related to this Agreement shall be governed by Czech law (without the conflict of law rules) and Czech courts with jurisdiction over the SSO's registered office are competent to decide any disputes arising from or related to this Agreement.
- 9.5 In view of the nature of the SSO's activity, which is regulated by the market rules, and the method for allocating storage capacities in auctions, the Contracting Parties represent that Sections 1765 and 1766, and 1799 and 1800 of the Civil Code shall not be applied to this contractual relationship. The Contracting Parties are entering into this Agreement as businesses, and within the meaning of Section 1765(2) of the Civil Code they accept the risk of change in circumstances.
- 9.6 This Agreement shall become valid and come into effect on the day on which all Contracting Parties affix their signatures hereto.
- 9.7 The invalidity of individual provisions hereof shall be without prejudice to the validity and effect of the other provisions hereof and the Agreement as a whole. If this Agreement is made in writing and signed by handwritten signatures, it shall be made in two counterparts, provided that each of the Contracting Parties shall receive one original of the Agreement.
- 9.8 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 affix their signatures, either their own handwritten signatures on a hardcopy of this Agreement, or using advanced electronic signatures under Article 3(11) of REGULATION (EU) No 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL in electronic form of this Agreement in compliance with the applicable legislation.

....., on.....

....., on.....

.....  
SSO

.....  
User



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## Annexes

### Annex 1 Individual Contract model form

#### SPP Storage Individual Contract

<b>Range of Storage Services:</b>	
User:	[TO BE ADDED]
1 Number of the Individual Contract:	[TO BE ADDED]
2 Shipper code:	[TO BE ADDED]
3 Working Volume:	[TO BE ADDED] MWh
4 Type of product:	[with mandatory flows/flexible]
5 Injectability (firm):	[TO BE ADDED] MWh/day
6 Deliverability (firm):	[TO BE ADDED] MWh/day
7 Injectability (interruptible):	[TO BE ADDED] MWh/day
8 Deliverability (interruptible):	[TO BE ADDED] MWh/day
9 Price for Storage Service allocation:	[TO BE ADDED] EUR/MWh
10 Allocated Storage Service period:	From – to (x calendar days)
11 Injection period:	From – to
12 Withdrawal period:	From – to
13 Entry/Exit points	[TO BE ADDED]
14 Security for Payment Obligations:	[TO BE ADDED]
15 Other arrangements:	[TO BE ADDED]

.....  
Name:  
Position:  
Date:



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.....  
Name:

Position:

Date:



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## Annex 2 Contact details for the SSO

### List of persons authorised to sign the Agreement for SSO:

Name:	Role:	E-mail
Tomáš Kandrata	Head, Commercial Operations	tomas.kandrata@sppstorage.cz
Rastislav Holý	Chief Executive Officer	rastislav.holy@sppstorage.cz

Note: The above persons are only authorised to enter into the Agreement jointly.

### List of the SSO's persons authorised to sign Individual Contracts:

Name:	Role:	E-mail
Tomáš Kandrata	Head, Commercial Operations	tomas.kandrata@sppstorage.cz
Petr Jochman	Head, Planning Management and Support	petr.jochman@sppstorage.cz
Rastislav Holý	Chief Executive Officer	rastislav.holy@sppstorage.cz

Note: The above persons are only authorised to enter into Individual Contracts jointly, with at least two of them acting concurrently at all times.

### List of e-mail addresses and telephone numbers:

	E-mail	Telephone
Billing	sppstorage@sppstorage.cz	
	irma.prikaska@sppstorage.cz	+420 733 640 458
	lucie.foltynova@sppstorage.cz	+420 734 839 005
Commercial Dispatching	commercial.dispatching@nafta.sk	+421 917 685 044



### **Annex 3 Contact details for the User**

<The User to add the details>