

## **Declaration of the Guarantor**

**to the Gas Transmission Contract No.  
made in accordance with Section 2018 et seq. of the Act no. 89/2012 Coll., the Civil Code, as  
amended**

### **Article I. Definitions**

- 1.1 The Guarantor referred to in this Declaration is ....., having registered office at....., ID No.: ....., Tax ID No. ...., Email: .....
- 1.2 The Creditor referred to in this Declaration is ....., having registered office at ....., ID No.: ....., Tax ID No. ....
- 1.3 The Debtor referred to in this Declaration is ....., having registered office at ....., ID No.: ....., Tax ID No. ....
- 1.4 The Contract referred to in this Declaration is the General Gas Transmission Contract, Creditor's Reg. No. ....., entered into by and between the Creditor and the Debtor on .... and any gas transmission contract that will be entered into by and between the Creditor and the Debtor based on the aforementioned General Gas Transmission Contract based on which the Creditor will provide transmission capacity in the period from ..... to ..... (the "**Contract**" only hereinafter) to the Debtor.

### **Article II. Declaration of the Guarantor**

- 2.1 The Guarantor hereby bindingly and irrevocably declares that it will pay for any and all present and future financial liabilities of the Debtor arising from the Contract or liabilities arising based on the Contract, including accessories, which the Debtor fails to pay by their due date, up to the total amount of CZK ... (in words: ..... Czech crowns). The Debtor's financial liabilities under the Contract include, particularly, the Debtor's obligation to make payments as per the valid Price Decree of the Energy Regulatory Office, the Debtor's obligation to pay damages incurred as a result of a violation of the Debtor's obligations under the Contract, and the Debtor's other obligations of penalizing or remedial nature.
- 2.2 The Guarantor undertakes to pay unconditionally any receivable of the Creditor under the Contract, including related charges thereof, which the Debtor is late in paying, no later than within two weeks after the delivery of the Creditor's written notice, unless the Creditor stipulates a later deadline in its notice.

### **Article III. Delivery of Notice**

- 3.1 If a written notice, as referred to in paragraph 2.2, cannot be delivered to the Guarantor at its last known address, it will be considered delivered on the fifth business day after sending.
- 3.2 Considered a written notice pursuant to paragraph 2.2 shall also be a notice sent by fax to the fax number or by electronic mail to the email address of the Guarantor indicated in Article I. of this Declaration, or to the address indicated in the Guarantor's 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. If several written notices are sent to the Guarantor for the payment of the same receivable (e.g. as a result of the



.....  
Creditor's signature

.....  
Creditor's signature