

# SECURITY CERTIFICATE TRANSFER CONTRACT

**Contract number of Certificate Issuer:**

**Contract number of Certificate Recipient:**

Entered into pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended

## Article I

### Contracting Parties

1. Certificate Issuer:  
**NET4GAS, s.r.o.**  
Registered office: Na Hřebenech II 1718/8, 140 21 Prague 4 – Nusle  
Identification No.: 27260364  
VAT No.: CZ27260364  
Represented by [...]

(Hereinafter referred to as the “**Certificate Issuer**”)

and

2. Certificate Recipient:  
[...]  
Registered office: [...]  
Identification No.: [...]  
VAT No.: [...]  
Represented by / acting through [...]

(Hereinafter referred to as the “**Certificate Recipient**”)

## Article II

### Subject Matter

1. Having the capacity of a certification authority, the Certificate Issuer issues security certificates (hereinafter referred to as “**certificates**”) that authorize the Certificate Recipient to enter the Information System of the Certificate Issuer. Under this Contract, the Certificate Issuer shall issue and deliver a certificate to the Certificate Recipient, subject to the conditions set out hereunder.
2. The Certificate Recipient shall accept the certificate under the conditions set out herein and sign a Certificate of Delivery and Acceptance of a Security Certificate for Entry to the NET4GAS, s.r.o. Information System.

## Article III

### Rights and Duties of the Parties

1. The Certificate Recipient shall compile a list of operators authorized to enter the Information System of the Certificate Issuer from the ranks of trained employees of the Certificate Recipient. The Certificate Recipient shall submit the list to the Certificate Issuer. The operators shall be appointed by the Certificate Recipient, and the Certificate Issuer shall be informed of their appointment in writing/by e-mail.

2. At the request of a person authorized by the Certificate Recipient made in writing/by e-mail, the Certificate Issuer shall without undue delay issue a certificate to an operator of the Certificate Recipient included on the list referred to in the preceding paragraph.
3. The Certificate Issuer shall deliver a certificate on a CD created by the Certificate Issuer. The Certificate Recipient shall secure the installation of a certificate on the computer which the operator will use in exercising the authorization to enter the Information System of the Certificate Issuer.
4. The Certificate Recipient may not create copies of received CDs or other copies of certificates for its needs.
5. In the event a change in the position of an operator of the Certificate Recipient, the Certificate Recipient must immediately inform the Certificate Issuer who will invalidate the certificate and issue a new certificate to a new operator appointed by the Certificate Recipient.
6. The Certificate Recipient must immediately inform the Certificate Issuer in the event a certificate is lost, damaged, or misused.
7. The Certificate Issuer may invalidate a certificate (designate it untrustworthy) in the event the Certificate Issuer has reasons to believe that the certificate has been misused or used contrary to this Contract. In such a case, the Certificate Issuer shall immediately inform the Certificate Recipient in writing/by e-mail.
8. Information and data obtained by the Certificate Recipient through the exercise of the authorization to enter the Information System of the Certificate Issuer based on a certificate are intended solely for the Certificate Recipient's internal needs. The Certificate Recipient is not authorized to provide the same to third parties without the Certificate Issuer's prior written permission.
9. The Certificate Recipient undertakes to use data obtained through communication with the Certificate Issued in a manner that is not discriminatory to other gas market participants.
10. The Certificate Recipient undertakes to provide information on the entry into this Contract to all persons who act on its behalf as regards the Certificate Recipient's cooperation with the Certificate Issuer. The Certificate Recipient shall require such persons to maintain confidentiality with regard to facts they learn in connection with exercising the authorization granted under this Contract and/or through the use of a certificate. Furthermore, the Certificate Recipient undertakes to train its employees – operators with regard to the use of certificates.
11. The Certificate Recipient shall maintain confidentiality with regard to facts learned based on this Contract and/or through the use of a certificate, and maintain secret all information obtained based on the Contract and/or through the use of a certificate.
12. If the Certificate Recipient violates its duties arising under this Contract and data obtained through the use of a certificate are misused or the interests of the Certificate Issuer are damaged in another way, whereby the Certificate Issuer incurs damage, or if the Certificate Recipient or a third party gains a material benefit based on such an action, the Certificate Issuer shall be entitled to claim from the Certificate Recipient compensation for demonstrably incurred damage as well as compensation corresponding to the value of a material benefit demonstrably gained in connection with such an action of the Certificate Recipient or a third party.
13. Persons authorized for communicate in writing/by e-mail on behalf of the Parties:

For the Certificate Issuer:	Pavel Klapka Tel.: (+420) 220 222 926, mobile: (+420) 739 535 975 E-mail: pavel.klapka@net4gas.cz
For the Certificate Recipient:	[...]

**Article IV  
Miscellaneous**

1. This Contract is agreed for an open-ended term, and it shall come into effect on the date of its signature by both Parties.
2. This Contract may be cancelled unilaterally by either Party at its discretion, subject to a three-month notice period, which shall start on the first day of the calendar month following the day of delivery of a written notice to the counterparty.
3. No changes or additions to this Contract shall be valid unless made by means of written appendixes numbered in an ascending order and signed by the authorized representatives of both Parties. In connection therewith, the Parties furthermore agree that any and all changes or additions to this Contract must be made in writing and must be certified by means of a signature of both Parties subscribed on the same document. For the elimination of any doubts, the Parties expressly agree that no exchange of e-mail or other electronic messages shall be considered the fulfillment of the requirement for the written form of changes and additions hereto made in accordance with the preceding sentence.
4. The Parties, being business entities, expressly undertake not to invoke the provisions of Sections 1799 and 1800 of Act No. 89/2012 Coll., the Civil Code, as amended, regarding the ineffectiveness of contractual clauses entered into by way of adhesion.
5. Legal relations between the Parties established hereunder and not expressly defined herein shall be subject to Act No. 89/2012 Coll., the Civil Code, as amended.
6. The Parties hereby agree that no rights and duties over and above the rights and duties arising under the explicit provisions hereof shall be derived from present and future transactions between the Parties or from customary practices that apply in general or in the field concerned by this Contract, unless otherwise expressly stated herein.
7. This Contract is executed in four counterparts with the validity of the original of which each Party shall receive two.
8. The Parties hereby declare that this Contract represents the full agreement of the Parties regarding the subject matter hereof and replaces any and all previous arrangements made and intentions expressed by the Parties in negotiating the subject matter hereof prior to the entry into this Contract. Furthermore, the Parties declare that this Contract contains all provisions which the Parties were to and intended to agree upon hereunder and which they consider material as regards the binding nature hereof. Both Parties declare that they have read this Contract, that they agree to the contents hereof, and that this Contract is a free act and deed; in witness whereof the authorized representatives of the Parties subscribe their signature hereunder.

In Prague on .....

In ..... on .....

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Certificate Issuer

Certificate Recipient

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Certificate Issuer

Certificate Recipient