

GENERAL CONTRACT FOR GAS TRANSMISSION SERVICE

Transporter's Registration Number:

User's Registration Number:

Made by and between:

NET4GAS, s.r.o.

Registered office: Na Hřebenech II 1718/8, 140 21 Prague 4 – Nusle

Identification No.: 272 60 364

registered in the Commercial Register at the Municipal Court in Prague, section C, enclosure 108316

VAT No.: CZ27260364

Represented by: [•]

[•]

(hereinafter referred to as the “**Transporter**”)

and

[•]

Registered office: [•]

Identification No.: [•]

registered in the Commercial Register at the [•], section [•], enclosure [•]

VAT No.: [•]

Represented by: [•]

[•]

(hereinafter referred to as the “**User**”)

(hereinafter the Transporter and the User are together referred to as the “**Parties**” and each of them as the “**Party**”)

I.

Preamble

The Transporter is the operator of the transmission system. The User is interested in the Transporter's gas transmission services. In view of the foregoing, the Parties enter into this General Contract for Gas Transmission Service (hereinafter referred to as the “**General Contract**”).

II.

Subject Matter

This General Contract shall apply to any and all gas transmission-related transactions completed by the Parties. Every such transaction shall constitute a Contract for Gas Transmission Service (hereinafter referred to as the “**Gas Transmission Contract**”). In entering into this General Contract and the Gas Transmission Contracts, the Parties acknowledge that each individual Gas Transmission Contract and this General Contract constitute a single agreement between the Parties, where the Parties would not enter into the Gas Transmission Contract if this was not the case. The provisions of this General Contract shall constitute an integral part of each Gas Transmission Contract.

III.

Negotiation and Confirmation of Gas Transmission Contracts

1. Unless otherwise agreed by the Parties, a Gas Transmission Contract shall be entered into by a means allowing remote access (communication shall take place via the Transporter's website) and shall be legally binding and enforceable starting at the time when the terms and conditions of the Gas Transmission Contract are agreed.
2. The term of a Gas Transmission Contract, the identification of entry and exit points to and from the transmission system, the size of transmission capacity, and the date on which gas transmission begins shall be deemed agreed by the Parties upon the confirmation of a reservation request for transmission capacity.

IV.

General Duties of the Parties

1. Under a Gas Transmission Contract, the Transporter shall accept from or deliver to the User a quantity of energy of gas corresponding to the agreed quantity of energy of gas at the entry or exit point to or from the transmission system.
2. Under a Gas Transmission Contract, the User shall deliver or take, as the case may be, a quantity of energy of gas corresponding to the agreed quantity of energy of gas and pay the regulated transmission price.
3. The User shall notify the Transporter in writing, without undue delay, of any changes to the information provided in Annex No. 3 (Information relevant to the application of value added tax). The User shall indemnify the Transporter for any claims incurred by the Transporter as a result of any failure to disclose a change in the information in Annex No. 3 (Information relevant to the application of value added tax).
4. The User shall notify the Transporter in writing, without undue delay, that the User has entered into a valid and effective agreement on the settlement of imbalances (hereinafter referred to as the "**Agreement on the Settlement of Imbalances**") with OTE, a.s., and shall notify the Transporter in writing, without undue delay, of any change in the Agreement on the Settlement of Imbalances. The User shall indemnify the Transporter for any claims incurred by the Transporter as a result of any failure to disclose information in accordance with the previous sentence.

V.

Transmission System Operator's Network Code

1. The Transmission Network Code approved by the Energy Regulatory Office, as amended from time to time, in its-then effective version (hereinafter referred to as the "**ERO**"), which is published on the Transporter's official website (hereinafter referred to as the "**Network Code**"), constitutes an integral part of this General Contract. The User confirms that the User is familiar with the content of the Network Code and the meaning of it.

VI.

Deposit

1. Where the method selected to prove the User's financial eligibility under the Network Code takes the form of a deposit in favour of the Transporter, the Parties agree on the following terms and conditions in this article of the General Contract:
 - a. The User shall provide the Transporter with security by remitting funds to secure payments in accordance with the applicable pricing decision of the ERO (hereinafter referred to as the "**Transmission Service Price**") and other liabilities in connection with the transmission of gas under the individual Gas Transmission Contract (hereinafter referred to as a "**Deposit**") and the Transporter shall place each Deposit in an account at the Transporter's financial institution. The Deposit is due in Czech crowns (CZK).
 - b. If the User uses the option to make a Deposit to comply with the requirements for demonstrating its financial capacity, where the time between the reservation of transmission capacity and the first gas day on which gas transmission is to begin is longer than two calendar months, inclusive, the User shall demonstrate financial capacity by paying a Deposit to the Transporter's account no later than two calendar months prior to the first gas day on which gas transmission is to begin. If the time between the reservation of transmission capacity and the first day on which gas transmission is to begin is shorter than two calendar months, the User shall demonstrate financial capacity by paying a Deposit to the Transporter's account no later than two working days prior to the delivery of a transmission capacity reservation request. The variable symbol for the payment of the Deposit shall be the Transporter's number for this General Contract. The amount of the Deposit paid by the User under this article shall be calculated using the procedure specified in the Network Code.
 - c. The Transporter shall be entitled to use the Deposit (including interest earned thereon), unilaterally and without serving prior notice to the User, to cover overdue outstanding debts related to the payment of the Transmission Service Price and to cover any of the User's overdue outstanding debts incurred in connection with a Gas Transmission Contract (hereinafter referred to as "**Debts**").
 - d. The User shall supplement the Deposit in an account at the Transporter's financial institution up to the original amount thereof, if the Transporter lawfully draws on the Deposit, within 10 calendar days of the delivery of a written demand (hereinafter referred to as a "**Demand**"). A Demand sent by fax to the fax number or by e-mail to the e-mail address of the User referred to in the present or any other agreement with the Transporter, or to the address provided in the User's written notice of a change in such information, shall also be regarded as constituting a Demand. If a Demand is sent by a means of remote data transmission under this paragraph, it shall be deemed served on the date on which it is sent. If the User receives multiple Demands (e.g. due to the concurrent use of several methods of service), the Demand served upon the User first shall be regarded as the decisive Demand.
 - e. The User shall be entitled to increase the Deposit in an account at the Transporter's financial institution. The User shall serve notice of an increase in the Deposit upon the Transporter without undue delay. For a User's written notice under this paragraph, the terms and conditions governing the serving of a Demand under subparagraph (d) above shall apply *mutatis mutandis*. A Deposit shall be regarded as increased when the relevant amount is credited to the Transporter's account.
 - f.

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- g. Unless otherwise agreed, any and all transfers of funds pursuant to this article shall be cashless. The Transporter returns any unutilized part of the Deposit plus any interest earned to the User in accordance with the Network Code to the bank account stated in Annex No. 1 of the General Contract. If the User notifies the Transporter of any change of the bank account by a recorded delivery letter signed by the contact person as per Annex No. 1 of the General Contract or any other attorney of the User, the Transporter returns any unutilized part of the deposit plus any interest earned to the bank account notified. The notification is binding upon the Transporter from the 10th calendar day after its delivery.
- h. The Transporter shall provide interest on each Deposit at a fixed interest rate of 0.5 per cent p.a., payable as at the date of the repayment of the relevant Deposit.

VII.

Personal Data Protection

1. The handling of personal data in the context of this General Contract is governed by the provisions of Annex 6 to this General Contract.

VIII.

Effect of the General Contract

1. This General Contract is entered into for an indefinite term and shall become valid and enter into effect on the date of its signature by both Parties.
2. The User, which is a customer as per Energy Act (as defined below), has a right to withdraw from a Gas Transmission Contract in case of a breach Transporter's contractual duty.

IX.

Miscellaneous

1. This General Contract is executed in two counterparts, one for the User and one for the Transporter. Should be this English translation attached to the General Contract, the Parties declare that any rights and obligations arise only from the Czech version of this General Contract. This English translation of the General Contract is for information purposes only.
2. Should any provision of the Gas Transmission Contract be or become putative, invalid or ineffective, this fact shall not result in the putative juridical act, invalidity or ineffectiveness of any other provision of the Contract, provided that such provision is severable from the rest of the content of the Gas Transmission Contract. The Parties shall replace any putative, invalid or ineffective provision of the Gas Transmission Contract with a provision that best corresponds, in content and purpose, to the putative, invalid or ineffective provision. Until such replacement under the preceding sentence, the general relevant legislation shall apply.
3. The Parties agree that the General Contract may be amended or supplemented solely by means of written addenda, numbered in ascending order, concluded by the authorised representatives of both Parties. The Parties further agree that any such amendment of or supplementation to this General Contract shall be made only in writing by affixing the signatures of both Parties to the same sheet of paper. For the avoidance of doubt, the Parties declare that for the purpose of this General contract any type of electronic correspondence between the Parties shall not be considered to fulfil the requirement that any changes be made in written form.

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4. The User can change the contact person and contact details of the contact person as per Annex No. 1 of the General Contract unilaterally by a recorded delivery letter, signed by a statutory body of the User, delivered to the Transporter.
5. This General Contract and Gas Transmission Contracts shall be governed by and shall be subject to the laws of the Czech Republic, particularly the Civil Code, Act No. 458/2000 Coll. on Conditions for the Conduct of Business and Public Administration in the Energy Sectors and on Amendment to Certain Acts, as amended (hereinafter referred to as the “**Energy Act**”), and the Network Code.
6. All disputes between the Transporter and the User arising from or in connection with a Gas Transmission Contract, which do not fall within the jurisdiction of the ERO as per Energy Act, shall be settled with final force by the general court in whose jurisdiction the registered office of the Transporter is located.
7. 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.
8. The Parties hereby agree that this General Contract constitutes the whole agreement between the Parties and supersedes any previous arrangements or agreements between them relating to the subject matter of this General Contract and shall constitute an entire agreement containing all the arrangements which the Parties consider to be substantial for this General Contract to be valid and binding. The Parties jointly represent that they have read the present General Contract and agree with the content hereof, in witness whereof, of their true and free will, they hereunto affix their signatures.
9. The Parties agree that beyond what is agreed in this General Contract, no rights and obligations shall be derived from current and/or future practice of the Parties or customs conserved generally or in the respective sector relating to the subject matter of this General Contract unless it is expressly stipulated in this General Contract.
10. The following annexes shall constitute an integral part of this General Contract:

- Annex No. 1: User’s contact Data
- Annex No. 2: Documents Required on the Basis of the Imported Gas Status and Notice to the User
- Annex No. 3: Information Relevant to The Application of Value Added Tax
- Annex No. 4: Affidavit of daily uninterrupted (24 hours) communication with the TSO
- Annex No. 5: Contact persons for 24-hour communication with the Transporter
- Annex No. 6: Requirements with respect to the Personal Data Processing

In Prague on

In on

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Transporter

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User

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Transporter

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User

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Annex No. 1

User's Contact Data

Contact person	[...]
Phone no.	[...]
Fax	[...]
E-mail	[...]
Bank details	Account No: [...] IBAN: [...] SWIFT: [...]
Assigned EIC code	[...]

Annex No. 2

Documents Required on the Basis of the Imported Gas Status and notice to Users

On the basis of Commission Delegated Regulation (EU) 2015/2446 of 28 July 2015 supplementing Regulation (EU) No 952/2013 of the European Parliament and of the Council as regards detailed rules concerning certain provisions of the Union Customs Code, the Transporter shall have the duty to submit necessary documents to the Customs Authority.

The User shall be obliged to prove to the Customs Authority in particular the status of the imported natural gas and type of consumption and to report the imported quantities in regular reports according to the status of the imported gas.

In this matter the Transporter is only a mediator between the User and the Customs Authority.

In accordance with Article 56 of Act No. 242/2016 Coll. of Laws, in the effective version, in connection with respective EU regulations, the User is obliged to impart to the Customs Authority true data concerning the trade within the European Union and also accord to the Customs Authority the necessary co-operation.

Annex No. 3

Information relevant to the application of value added tax

For applicants with a registered seat or place of business **outside** the Czech Republic

- 1) The applicant confirms that it

IS/IS NOT

registered for value added tax (VAT) in the Czech Republic (pursuant to Act No. 235/2004 Coll., on value added tax, as subsequently amended).

- 2) In the event that the applicant is registered for value added tax (VAT) in the Czech Republic, please fill in the VAT identification number registered in the Czech Republic:

VAT ID: CZ.....

- 3) The applicant further confirms that it

HAS/HAS NOT

a permanent establishment for value added tax purposes in the Czech Republic (pursuant to Act No. 235/2004 Coll., on value added tax, as subsequently amended, and the applicable EU law).

- 4) In the event that the applicant has a permanent establishment for value added tax purposes in the Czech Republic, the applicant confirms that this permanent establishment

IS/IS NOT

the recipient of the provided transport services.

In Prague on [...]

.....
User

Annex No. 4

Affidavit of daily uninterrupted (24 hours) communication with the TSO

The company [...], with its registered office at [...], Company ID (IČ): [...] affirms that it is capable of ensuring daily uninterrupted (24 hours) communication with the TSO via defined web-interface or on the basis of XML SSL communication protocol stipulated by the “Communication Interface tryGAS”, published on the TSO’s websites, and in the Network Code, as amended.

In Prague on [...]

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User

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Annex No. 5

Contact Person/s for 24-hour Communication with the Transporter

Contact persons for 24-hour communication with the Transporter			
1. Surname, First name [...]		Receives a security certificate for entry to a protected zone	Y / N
Telephone [...]	Mobile [...]	Email [...]	Fax [...]
2. Surname, First name [...]		Receives a security certificate for entry to a protected zone	Y / N
Telephone [...]	Mobile [...]	Email [...]	Fax [...]
3. Surname, First name [...]		Receives a security certificate for entry to a protected zone	Y / N
Telephone [...]	Mobile [...]	Email [...]	Fax [...]

Person authorised to conduct written/email correspondence on behalf of a contracting party within the framework of matters pertaining to the Agreement on the Handover of a Security Certificate, if the company does not already have this agreement concluded.			
Surname, First name [...]		This person automatically receives a security certificate.	
Telephone [...]	Mobile [...]	Email [...]	Fax [...]

Annex No. 6

Requirements with respect to the Personal Data Processing

I. Definitions

“personal data”, “personal data breach”, “data protection impact assessment”, “data protection officer”, “controller”, “data subject”, “processor” and “process” / “processed” / “processing” have the meaning defined in Regulation (EU) 2016/679 (the “GDPR”), as amended or updated.

“Personal Data Protection Laws” mean the GDPR, EU Directives 2002/58/EC and 2009/136/EC (as transposed in and adapted to the domestic legislation of the EU Member States) or any other similar laws or regulations applicable to the User or the Transporter in any part of the world, always as amended and effective.

“Relevant Personal Data” mean any personal data processed by the Transporter or the User on the basis of or in connection with this General Contract.

“Office for Personal Data Protection”, “OPDP” means supervisory authority, as defined in the GDPR.

“Other Processor” means any person authorized by the User to process the Relevant Personal Data.

II. Requirements with respect to the Personal Data Processing

1. To the extent the Transporter manually or electronically processes any Relevant Personal Data (i.e. especially, without limitation, name and surname of any natural persons, their address, e-mail address, telephone and fax number, ID No., bank details and VAT No.), the Transporter undertakes to:
 - a) Make sure that the processing complies with valid Personal Data Protection Laws;
 - b) Implement relevant technical or organizational measures to protect the Relevant Personal Data from unauthorized or unlawful processing; and
 - c) Make sure that the Relevant Personal Data are only disclosed to the Transporter’s staff who have a legitimate reason to process the Relevant Personal Data within the framework of the Transporter’s business activities.
2. The User confirms for and on behalf of itself and any natural persons whose personal data are disclosed by the User to the Transporter, that the User is aware of the fact that the Transporter processes the Relevant Personal Data for the following purposes:
 - a) To perform this General Contract;
 - b) For accounting and administrative purposes;
 - c) In order to secure compliance with any applicable laws and regulations; and
 - d) To increase and enhance the quality of the Transporter’s Users database.
3. The Transporter is entitled to outsource the processing of the Relevant Personal Data to processors. For more information regarding the methods of personal data processing employed by the Transporter and regarding any processors authorized by the Transporter to process personal data, please refer to the website [https:// www.net4gas.cz/en/company/data-protection/](https://www.net4gas.cz/en/company/data-protection/).
4. The Transporter shall process any Relevant Personal Data only if it is necessary to accomplish the above-mentioned purposes. The User provides the Relevant Personal Data voluntarily. The User hereby understands and agrees that if the User provides any personal data to the Transporter in connection with the performance of this General Contract, and if the personal data concern other natural persons (e.g. the User’s employees and/or other staff or sub-contractors) and the processing of such personal data by the Transporter is necessary to perform this General Contract and fulfil the commitments arising from any generally binding laws and regulations, the Transporter shall process such personal data to the extent defined and in the manner described in the preceding paragraphs. The User undertakes to inform such individuals of the processing of their personal data by the Transporter before the personal data are provided to the Transporter.

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5. The data subjects have the right to access their personal data processed by the Transporter. They may also have the right to request the Transporter to correct, update or delete any such personal data and, subject to certain conditions, they may also have the right to request a restriction of or object to any specific processing, or the right to request a transfer of the personal data to another controller. The data subjects may contact the Transporter by e-mail at osobni.udaje@net4gas.cz should they have any questions, comments or submissions concerning the processing of their personal data. For more information regarding the method of processing personal data by the Transporter and the rights of data subjects, please refer to the website <https://www.net4gas.cz/en/company/data-protection/>.
6. To the extent the User processes any Relevant Personal Data under this General Contract, the User undertakes to:
 - a) Make sure that the processing is performed in compliance with valid Personal Data Protection Laws;
 - b) Implement relevant technical or organizational measures to protect the Relevant Personal Data from unauthorized or unlawful processing;
 - c) Make sure that the Relevant Personal Data are only disclosed to the User's staff who have a legitimate reason to process the Relevant Personal Data within the framework of the User's business activities; and
 - d) Make sure that any third parties (including processors) to whom the User allows access to the Relevant Personal Data respect and maintain the confidential nature and security of personal data.
7. If the Transporter or the User discover that the security of the Relevant Personal Data was breached, they shall inform the other contracting party immediately and, in any case, within 24 hours after the breach was first discovered. The User undertakes to provide the Transporter with any and all reasonable assistance in the handling of any requests of the data subjects who exercise their rights under the GDPR, and with any investigation of the Transporter conducted by the Office for Personal Data Protection, providing they have any connection to the processing of the Relevant Personal Data.
8. The above-mentioned clauses apply to the part of this General Contract during the performance of which the User and the Transporter both act as controllers who make independent decisions regarding the purpose and the method of personal data processing.