

Contract Reg. No. Storage Operator:
Contract Reg. No. Customer:

Contract to store gas for reservation of monthly storage capacity with fixed output

I. Parties to the Contract

MND Energy Storage Germany GmbH

Registered office: Birkenweg 2, 646 65 Alsbach-Hähnlein, Germany

Represented by: Mr Karel Luner and Mr Thomas Bastert, Directors

EU Tax ID No.: DE297431262

Bank account: Stadt- und Kreis-Sparkasse Darmstadt

Account No. (IBAN): DE04508501500000764337

Registered with the Local Court in Darmstadt, Germany, File HRB 96046

(hereinafter the **“Storage Operator”**)

and

Company

Registered office: [●]

Represented by/Executive head: [●]

Company ID No.: [●]

Tax ID No.: [●]

Registered with [●], Section [●], Folder [●]

(hereinafter the **“Customer”**),

(The Storage Operator and the Customer may be referred to as **“Contracting Parties”** collectively, or **“Contracting Party”** individually),

The Contracting Parties execute this gas storage contract (hereinafter the “Storage Contract”).

II. Subject Matter

1. The subject matter of this Storage Contract is the obligation:

- a) Of the Storage Operator to duly render a gas storage service to the Customer, and this under the terms and conditions given below in this Storage Contract and the Storage Operator’s General Terms and Conditions for Storage Services which are in effect on the first day of this Storage Contract duration and which shall become part of the Storage Contract (hereinafter the **“GTC”**);
- b) Of the Customer to fulfil its obligations so the Storage Operator can properly render its services, namely

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with respect to financial eligibility, nomination and taking gas from or providing gas to the Takeover/Return Point (as defined in the GTC), and pay the total price for the storage service, and this all under the terms and conditions mentioned below in this Storage Contract and in the GTC.

III. Working Gas Capacity, Injection & Withdrawal Rate

1. Throughout the time the Storage Contract is effective the Storage Operator undertakes to provide the Customer within the storage services the following Working Gas Capacity with Injection and Withdrawal Rates with the constraints stated in this Storage Contract, GTC and otherwise applicable statutory provisions; Injection and Withdrawal Rates are not subject to the Storage Zone Curves stated in the GTC.

Storage Period	19 August 2026, 6 a.m. (CEST) – 1 April 2027, 6 a.m. (CEST)
Working Gas Capacity	50 000 MWh
Max. Withdrawal Rate	69.45 MWh / hour – flat rate
Max. Injection Rate	69.45 MWh / hour – flat rate

2. The Customer is entitled to ask the Storage Operator for additional interruptible rates. The Customer files the request for interruptible rates through the Nomination Portal; prices and conditions stipulated in the Price List which is published on www.mnd-energystorage.de apply.

IV. Price for Service & Payment Conditions

1. The gas storage unit price has been set to [●] EUR per 1 MWh of reserved Working Gas Capacity for Storage Period.

For the purposes of calculating the proportional part of the total price for the storage service, the number of months of storage period shall be rounded up to the nearest whole number. Therefore, the customer shall pay 1/8 of the unit price multiplied by reserved Working Gas Capacity per each storage month.

The invoice for the first storage month shall be issued no later than on the 5th working day after receipt of the signed Contract from the Customer.

Variable Fee mentioned in Article 3 of the GTC is not applicable.

2. Details of payment and invoicing terms are described in the GTC.
3. The following e-mail addresses will be used for the purpose of invoicing:
 - a) For the Storage Operator: invoicing@mnd-es.de; konderlova@mnd-es.cz
 - b) For the Customer: [●]

V. Duration

1. The Storage Contract is made and takes effect as from 19 August 2026 (6 a.m. CEST) and terminates on 1 April 2027 (6 a.m. CEST).

VI. Special Provisions

1. The Customer must withdraw all stored gas until the day this Storage Contract terminates under Article V, or until it terminates for any other reason; this means that the Working Gas Account has to show a working gas balance of zero (0) and the storage facility will no longer hold any gas quantities belonging to the Customer. If the Customer fails to meet the abovementioned withdrawal duty, the Customer grants the Storage Operator an irrevocable and irreversible right to procure the sale of unrecovered gas which had been injected into the Storage Operator's gas storage in compliance with this Storage Contract and which is present in such storage at the time when such right of the Storage Operator is exercised. The Contracting Parties state explicitly that such right to procure the sale, will survive the expiration of the validity and/or effectiveness of this Storage Contract.
2. The Storage Operator has the right to carry out the sale of gas on behalf of the Customer based on Article VI Section 1 and shall credit the net proceeds from the sale to the account of the Customer along with the fact that the Storage Operator has at the same time the right to set off its claims that result from this Storage Contract and costs of sale against the Customer's claim for payment for the unrecovered gas sold.
3. The Storage Operator will not carry out its right under Section 1 and 2 of this Article if there is another storage contract with the Customer under which unrecovered gas can be transferred to another Working Gas Account of the Customer. Unrecovered gas shall be transferred on the next Gas Day after this Storage Contract is terminated. The Storage Operator shall notify the Customer of such transfer without undue delay. If unrecovered gas cannot be transferred as a whole, the Storage Operator will transfer the maximum amount and procure the sale of remaining unrecovered gas in line with Section 1 and 2 of this Article.
4. Notwithstanding the provisions of the Article VI Section 1, the Contracting Parties agree that in the event of failure to withdraw at the end of Storage Period following the interruptions of withdrawal, or unavailability of Withdrawal Curves based on geological or technical causes, the total liability of the Storage Operator towards the Customer shall be capped by the sum of the storage price for the Storage Period as calculated under Article IV Section 1.

VII. Final Provisions

1. The Contract shall take effect upon its signing by the last Party (retroactively) as of [●].
2. This Storage Contract can be altered or supplemented only in the form of written amendments. This shall also apply to a waiver of this written form.
3. Annex No. 1 (GTC) to this Storage Contract forms an indivisible part of the Storage Contract.
4. Contrary to Article 9 Section 3 of the GTC, the gas recorded at the account of the Customer under this Storage Contract may NOT be transferred to any other account of the Customer nor to the account of another Customer during the Storage Period.
5. This Storage Contract has been made in two copies, each having the force of the original copy, of which each Contracting Party retains one.
6. If a provision in this Storage Contract is unenforceable, the other provisions will not be affected. The Parties shall replace the unenforceable provision by a valid one which comes as close as possible to the original provision. This shall apply *mutatis mutandis* if gaps appear in this Storage Contract.

7. The Contracting Parties, having read this Storage Contract, agree with its contents and are not aware of any obstacles, third-party claims or any other legal defects that would prevent them from signing it or render it invalid or void. In witness whereof, the duly authorized representatives of the Contracting Parties sign below.

In Alsbach-Hähnlein, date

In, date.....

On behalf of Storage Operator:

On behalf of Customer:

Mr Karel Luner
Director



Mr Thomas Bastert
Director

