

Notice: Contract in Czech is legally binding. This is only an informative translation which is not legally binding.

General Agreement Concerning the Delivery and Acceptance of Gas

On the day, month and year specified below, the following contracting parties

Czech Republic – Ministry of Industry and Trade

Registered seat: Na Františku 1039/32, 110 15 Prague 1 - Staré Město
ID No.: 47609109
VAT No.: CZ47609109
Bank details: (please complete)
Account number: (please complete)

(hereinafter referred to as “MIT” or the “Ministry”)

represented by OTE, a.s., registered seat at Prague 8, Karlín, Sokolovská 192/79, ID No.: 26463318 (hereinafter referred to as “OTE” or the “Market Operator”), based on power of attorney (see Annex 4), members of the Board of Directors acting on behalf of OTE:
(please complete)

and

(please complete)

Registered seat: (please complete)
Represented by: (please complete)
ID No.: (please complete)
VAT No.: (please complete)
Bank details: (please complete)
Account number: (please complete)
Market Participant: (please complete ID of Registered Market Participant)
EIC Code: (please complete)

(hereinafter referred to as “BRP” or the “Balance Responsible Party”)

(the above-mentioned contracting parties are hereinafter referred to as the “Contracting Parties” or individually as the “Contracting Party”)

have entered into this

General Agreement Concerning the Delivery and Acceptance of Gas

(hereinafter referred to as the “General Agreement”):

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§ 2 Preamble

1. The MIT is an organisational unit of the state and competent authority of the Czech Republic regarding international aid during the gas sector crisis pursuant to Regulation (EU) 2017/1938 of the European Parliament and of the Council of 25 October 2017 concerning measures to safeguard the security of gas supply and repealing Regulation (EU) No 994/2010 (hereinafter referred to as the “**Regulation**”) and pursuant to Sections 16, 73b and 73c of Act No. 458/2000 Coll., on business conditions and public administration in the energy sectors (the Energy Act), as amended (hereinafter referred to as the “**Energy Act**”).
2. OTE is a market operator which, pursuant to Section 20a(5)(a) of the Energy Act, and within the meaning of Article 13 of the Regulation performs statutory activities on behalf and to the account of the Czech Republic in direct representation following a request from the MIT.
3. The need has arisen between the Contracting Parties to regulate the fundamental rights and obligations between the Contracting Parties in connection with the delivery and acceptance of Gas **in the event of providing and receiving international aid during the gas sector crisis**, regarding to both market and non-market measures.
4. This General Agreement thus firstly regulates a basic legal framework for the delivery of Gas (see Article II Gas delivery subcontract), where the MIT is the supplier (seller) of Gas and the other Contracting Party is the purchaser (buyer) of Gas, and secondly the acceptance of Gas (see Article III Gas acceptance subcontract), where the MIT is the purchaser (buyer) of Gas and the other Contracting Party is the supplier (seller) of Gas.

§ 3 Scope of the General Agreement

1. This General Agreement governs all transactions between the Contracting Parties with respect to the purchase, sale, delivery and acceptance of Gas in the context of the providing and receiving of international aid in gas sector under the relevant provisions of the Energy Act, except in cases where an extraordinary state of emergency is declared for the entire territory of the Czech Republic within the meaning of the Energy Act.
2. The Contracting Parties enter into this General Agreement and the relevant other Subcontracts pursuant to Article II (Gas delivery subcontract) and Article III (Gas acceptance subcontract), whereas that all the Subcontracts entered into and this General Agreement shall constitute a single agreement between the Contracting Parties.
3. The provisions of the General Agreement form an integral part of each Subcontract but may be supplemented by the terms and conditions set out in the individual Subcontracts.

§ 4 Definitions and interpretation

1. **Definitions of terms:** The terms used in this General Agreement shall have the meanings set out in the General Agreement or in Annex 1 to this General Agreement.
2. **Inconsistency:** In the event of any inconsistency between the provisions of a Subcontract and the provisions of this General Agreement, the terms of the relevant Subcontract shall prevail for the purposes of that Subcontract.
3. **Interpretation:** The contents and headings in this General Agreement are for convenience of reference only and shall not affect the interpretation of this General Agreement.
4. **Time data:** References to time are given according to the current time in the Czech Republic.
5. **Energy units:** The Contracting Parties shall perform the Subcontract in MWh.
6. **Delivery Point:** The delivery point of Gas is the virtual trading point of the Czech Republic, operated by OTE.

7. **Time period:** The Gas Day for which Subcontracts for the delivery or acceptance of Gas are concluded.

§ 5 Rights and obligations of Contracting Parties

1. By entering into this General Agreement, the Balance Responsible Party declares that it has entered into a valid and effective Agreement on Settlement of Imbalances with OTE and has thus become a Balance Responsible Party and is not restricted by OTE from any activities that would prevent the proper performance of its rights and obligations under this General Agreement.
2. The Balance Responsible Party is obliged to notify the MIT of any change in the contractual relationship with OTE that could interfere with the exercise of the rights and obligations under this General Agreement, in particular the locking-out of the Balance Responsible Party within the meaning of the OTE Business Terms for the Gas Sector, or the limitation of other activities arising from the Agreement on Settlement of Imbalances.
3. To exercise its rights and obligations under this General Agreement it is necessary for BRP to ensure obtaining security features for access to the CS OTE in accordance with the Agreement on Settlement of Imbalances by means of the procedure set out in the OTE Business Terms.
4. In accordance with the individual Subcontracts, the subject of purchase and sale under the Market Rules is the Gas delivered to the Delivery Point.
5. If the Balance Responsible Party is a foreign participant that does not have a branch office registered in the commercial register in the Czech Republic, the Balance Responsible Party:
 - a. declares that it does not have a branch office in the Czech Republic which is an establishment within the meaning of the Value Added Tax Act (hereinafter referred to as the **“Establishment”**),
 - b. declares that it does not have any other representation in the Czech Republic that could be considered an Establishment and that all performance provided by the MIT are intended for the Balance Responsible Party.
 - c. undertakes to inform the MIT within 3 (three) Business Days if a branch office is established or if the nature of the branch office's activity in the Czech Republic changes, resulting in the formation of an Establishment for purposes of value added tax, and if the Balance Responsible Party forms any other Establishment or registration of a value-added taxpayer in the Czech Republic. Information about these facts must be submitted to the MIT in writing without an undue delay, but no later than within 10 (ten) calendar days from the date on which the Balance Responsible Party's Establishment in the Czech Republic was formed.
 - d. undertakes that if its branch office or other representative office in the Czech Republic is assessed by the tax authorities as an Establishment for the purposes of the value added tax, in consequence of which tax and/or penalties or interest and fees are imposed on the MIT in relation to the tax within the meaning of the relevant legislation, such as fines and penalties, increase in tax or default interest due to the incorrect application of value added tax, the Balance Responsible Party shall reimburse the MIT in full for the payments thus assessed or levied and for all costs reasonably incurred by the MIT in connection with the proceedings relating to the assessment or levy thereof (including costs relating to such proceedings and the costs of legal representation).
6. In accordance with Regulation (EU) 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency, the Contracting Parties are aware of the notification obligation under Article 8 of this Regulation and shall provide records of transactions on the wholesale energy market to ACER. Unless agreed otherwise, the Contracting Parties shall fulfil the notification obligation themselves.

Article II Gas delivery subcontract

§ 1 Preamble of Gas delivery subcontract

1. This part of the General Agreement, designated as Article II, governs the legal framework for the delivery of Gas, where MIT is the supplier of Gas (seller) and the other Contracting Party is the customer purchasing Gas (buyer).
2. References to the individual provisions set out in Article II refer to the provisions of Article II of the General Agreement, unless stated otherwise.
3. Unless stated otherwise, the following shall apply concurrently under Article II and the provisions of Article I and Article IV of the General Agreement.

§ 2 Scope of Gas delivery subcontract

1. This Article II (Gas delivery subcontract) governs all transactions between the Contracting Parties regarding the delivery and acceptance of Gas, where the **MIT is at all times acting as the supplier of Gas and the other Contracting Party is at all times acting as the purchaser of Gas** (each such transaction hereinafter referred to as a "Gas delivery subcontract"). The Contracting Parties shall enter into the Gas delivery subcontracts with the understanding that all Gas delivery subcontracts and this General Agreement shall constitute a single agreement between the Contracting Parties. The provisions of the General Agreement form an integral part of every Gas delivery subcontract but may be supplemented by the terms and conditions set out in the individual Gas delivery subcontracts.
2. The Contracting Parties are aware that the MIT is also a purchaser (buyer) of Gas received under international aid from abroad.

§ 3 Conclusion and acceptance of Gas delivery subcontracts

1. **Conclusion of Gas delivery subcontracts:**
 - a. Gas delivery subcontracts are concluded electronically via CS OTE and these Gas delivery subcontracts are legally binding and enforceable from the moment of their conclusion.
 - b. In the case of market and non-market measures in neighbouring countries, the conclusion of Gas delivery subcontracts means a situation where the MIT accepts a request from the Balance Responsible Party to purchase Gas for the Balance Responsible Party's points of delivery to which the Balance Responsible Party will not be able to deliver Gas on the designated Gas Day in the event of declaration of a consumption level pursuant to the relevant legislation, and for which (Gas Day) a request for international aid during the gas sector crisis may be made via CS OTE.
 - c. The relevant acceptance, i.e. the conclusion of a Gas delivery subcontract, constitutes an obligation of the MIT to deliver Gas and an obligation of the Balance Responsible Party to receive such Gas and pay the MIT for this Gas.
 - d. Furthermore, the terms and conditions for the conclusion of Gas delivery subcontracts based on acceptance of the Balance Responsible Party's request are governed by the Market Rules, the Emergency Decree and the relevant procedures of OTE.
2. **Authorised Persons:**
 - a. A condition for establishing access to the CS OTE for an Authorised Person is the submission of a duly completed form to the Market Operator, signed by authorised representatives of the Balance Responsible Party.
 - b. Only persons registered for this purpose by the Balance Responsible Party's Authorised Person in the CS OTE may enter the Balance Responsible Party's requests for a given Gas Day in the CS OTE on behalf of the Balance Responsible Party. The Balance Responsible Party is entitled to unilaterally modify and supplement the list of persons authorised to conclude Gas delivery subcontracts through

the Authorised Person in CS OTE in accordance with the OTE Business Terms.

Article III Gas acceptance subcontract

§ 1 Preamble of Gas acceptance subcontract

1. This part of the General Agreement, designated as Article III, governs the legal framework for the acceptance of Gas, where MIT is the purchaser of Gas (buyer) and the other Contracting Party is the supplier of Gas (seller).
2. References to the individual provisions set out in Article III refer to the provisions of Article III of the General Agreement, unless stated otherwise.
3. Unless stated otherwise, the following shall apply concurrently under Article III and the provisions of Article I and Article IV of the General Agreement.

§ 2 Scope of Gas acceptance subcontract

1. This Article III (Gas acceptance subcontract) governs all transactions between the Contracting Parties regarding the acceptance and delivery of Gas, where the **MIT is at all times acting as the purchaser of Gas and the other Contracting Party is at all times acting as the supplier of Gas** (every such transaction hereinafter referred to as a "Gas acceptance subcontract"). The Contracting Parties shall enter into Gas acceptance subcontracts with the understanding that all Gas acceptance subcontracts and this General Agreement shall constitute a single agreement between the Contracting Parties. The provisions of the General Agreement form an integral part of every Gas acceptance subcontract but may be supplemented by the terms and conditions set out in the individual Gas acceptance subcontracts.
2. The Contracting Parties are aware that the MIT is also a supplier (seller) of Gas delivered abroad under international aid.

§ 3 Conclusion and acceptance of Gas acceptance subcontracts

1. **Conclusion of Gas acceptance subcontracts:**
 - a. Gas acceptance subcontracts are concluded electronically via CS OTE and these Subcontracts are legally binding and enforceable from the moment of their conclusion.
 - b. In the case of market and non-market measures applied in the Czech Republic in the provision of international aid during the gas sector crisis, the conclusion of a Gas acceptance subcontracts means a situation where the MIT accepts an offer from the Balance Responsible Party for the sale of Gas designated for the delivery of Gas abroad as part of international aid for a given Gas Day.
 - c. The relevant acceptance, i.e. the conclusion of a Gas acceptance subcontract, constitutes an obligation of the MIT to accept the Gas and to pay the Balance Responsible Party for this Gas, and an obligation of the Balance Responsible Party to deliver the Gas.
 - d. Furthermore, the terms and conditions for the conclusion of Gas acceptance subcontracts based on acceptance of the Balance Responsible Party's offer are governed by the Market Rules, the Emergency Decree and the relevant procedures of OTE.
2. **Authorised Persons:**
 - a. A condition for establishing access to the CS OTE for an Authorised Person is the submission of a duly completed form to the Market Operator, signed by authorised representatives of the Balance Responsible Party.
 - b. Only persons registered for this purpose by the Balance Responsible Party's Authorised Person in the CS OTE may enter the Balance Responsible Party's offers for a given Gas Day in the CS OTE on behalf of the Balance Responsible Party. The Balance Responsible Party is entitled to unilaterally modify and supplement the list of persons authorised to conclude Gas acceptance subcontracts through the

Authorised Person in CS OTE in accordance with the OTE Business Terms.

Article IV Common provisions

§ 1 Recitals

1. These Common provisions set out in Article IV (**Common provisions**) shall apply to the entire General Agreement and, inter alia, also to Article II (Gas delivery subcontract) and to Article III (Gas acceptance subcontract).
2. References to the individual provisions set out in Article IV refer to the provisions of Article IV of the General Agreement, unless stated otherwise.

§ 2 Obligations regarding the delivery, acceptance of Gas and payment for Gas

1. **Obligations regarding the delivery, acceptance and nomination:**
 - a. In accordance with the individual Subcontracts, a nomination of the obligation to deliver and acceptance between the supplier and the purchaser is registered under the Market Rules. In performing its duties under this § 2, such nominations will be registered at the relevant Delivery Point based on the EIC codes of the relevant counterparties.
 - b. In the event that there is more than one Subcontract between the Contracting Parties at a given Delivery Point for any Time Period, the Nomination shall be registered under the Gas Market Rules for the obligation to deliver and acceptance in the aggregate value of all Contract Quantities, separately for market measures and non-market measures in the Czech Republic that are accepted or delivered under all relevant Subcontracts between the Contracting Parties during that Time Period and separately for market measures and non-market measures in the Czech Republic at that Delivery Point. For the avoidance of any doubt, the Contracting Parties intend at the time of entering into each Subcontract that such Subcontracts shall result in physical delivery. References to a "Subcontract" shall be deemed to be references to all such Subcontracts.
2. **Payments for Gas:** The purchaser shall pay the supplier the Contract Price for the Delivered Quantities under the Subcontracts in accordance with the provisions of Article IV § 4 (**Invoicing and payments**) of this General Agreement.

§ 3 Delivery, Determination of supplies, transmission and risks

1. **Transfer of rights to Gas:** With respect to each Subcontract, the supplier represents and warrants to the purchaser that during each Time Period, the supplier has the right to transfer (or secure the transition) to the purchaser the full right to the Delivered Quantity at the Delivery Point, free of any counterclaims, and the supplier shall indemnify and hold the purchaser harmless from any such counterclaims with respect to the Delivered Quantity or any portion thereof.
2. **Determination of deliveries and acceptances of Gas:** With respect to the Subcontract, the quantity of Gas to be sold by the supplier and bought by the purchaser (hereinafter referred to as the "**Delivered Quantity**") under the Subcontract for a given Time Period shall be determined by the Market Operator in accordance with the Market Rules. If, in accordance with § 2 (1)(b), more than one Subcontract is concluded between the Contracting Parties for a Time Period at a given Delivery Point separately for market and non-market measures in the Czech Republic, the Delivered Quantity shall be deemed to be the total quantity sold by the supplier and bought by the purchaser in connection with all such Subcontracts, separately for market and non-market measures in the Czech Republic. For the avoidance of doubt, the Nominated Quantities and Delivered Quantities shall be deemed to be the values registered in the CS OTE system as Nominations of obligation to deliver and to acceptance between the supplier and the purchaser, separately for market and non-market measures in the Czech Republic.
3. Should there be a difference between the total Contractual Quantity under the Subcontracts and the actual quantity delivered or accepted, this difference is considered an imbalance within the meaning of

the Market Rules and will be settled as such according to the Market Rules.

4. The terms and conditions for the delivery or acceptance of Gas, its transmission, and the submission of Nominations are governed by the laws of the Czech Republic and the OTE Business Terms.

§ 4 Invoicing and payments

1. **Invoicing:** Each Contracting Party that is a supplier of Gas under the Subcontracts is obliged to issue a tax document to the other Contracting Party in accordance with the Value Added Tax Act. Upon determination of the volume of delivered Gas, a sales receipt or tax document will be issued in accordance with the Gas Tax Act. The particulars of the tax document and the particulars of the sales receipt shall be set out in a joint document (hereinafter referred to as the **"Tax Document"**), given that the unit price shown on the Tax Document shall be rounded off to 2 decimal places. The MIT will arrange via OTE the issuance of all Tax Documents for the delivery of Gas under this General Agreement, including the Balance Responsible Party's Tax Documents, in electronic form in accordance with Section 28 of the Value Added Tax Act and Section 17 of the Gas Tax Act. In accordance with Section 28(7) of the Value Added Tax Act, the MIT and the Balance Responsible Party authorise OTE to issue Tax Documents as a third party. OTE accepts this authorisation. Tax Documents will be issued in electronic form. The Tax Documents will always be issued on the next Business Day following the date of Gas delivery. Tax Documents will be sent to the Contracting Parties by electronic mail via OTE. The electronic mail (e-mail) addresses of the Contracting Parties for the receipt of Tax Documents are listed in Annex 3 to this General Agreement.
2. **Payment:** As of the fifth (5th) Business Day following receipt of the Tax Document (hereinafter referred to as the **"Due Date"**), the Contracting Parties are obliged to pay the amounts due according to such Tax Documents by wire transfer to the bank account specified by the other Contracting Party in this General Agreement. Such payments will be made in EUR and the sender of the payment will always be liable for its own bank charges.
3. **Default interest:** In the event of late payment, the other Contracting Party shall be entitled to charge interest from the Due Date (inclusive) up to and including the date of payment, based on the Interest Rate. For these purposes, the **"Interest Rate"** means the interest rate under generally applicable regulations in the Czech Republic.
4. **Discrepancies in Tax Documents:** The Contracting Parties undertake to check the accuracy, truthfulness and completeness of the information provided in the Tax Document within 3 Business Days from receiving a copy of the issued Tax Document and to notify the other Contracting Party and the Market Operator in writing of any discrepancies found within this period (hereinafter referred to as a **"Discrepancy Notification"**). If the Contracting Party fails to send a Discrepancy Notification to the Market Operator within the term and under the conditions set out in the first sentence of this paragraph, the Tax Document issued by the Market Operator shall be deemed to be error-free and complete. If the Tax Document is found to contain an irregularity based on a Discrepancy Notification, the MIT shall correct the relevant Tax Document by issuing a new Tax Document via the OTE within 3 Business Days of receipt of the Discrepancy Notification, unless the Contracting Parties agree otherwise. The originally issued Tax Document will be cancelled and will be considered invalid. Only the newly issued Tax Document will be considered a valid Tax Document. The provisions of this § 4 shall apply mutatis mutandis to the issuing of corrected Tax Documents.

§ 5 VAT and Taxes

1. **VAT:** The application of VAT in the case of Gas supplies under the Subcontract shall be governed by the legislation in force in the place where the taxable delivery is deemed to have taken place for VAT purposes. The purchaser shall pay the supplier the amount including VAT at the applicable rate after the supplier has submitted a valid Tax Document to the purchaser. If, in accordance with EU and/or local legislation, supplies under the Subcontract may be subject to Zero Tax Rate, VAT exemption and/or reverse charge in accordance with Articles 38, 39 or 195 of Directive 2006/112/EC, the following shall apply:

- a. The purchaser and the supplier hereby undertake to draw-up and execute any such proper documents, acts and steps that are necessary (which may include, among other things, providing any such proper, true and accurate documentation or assistance to the supplier as the relevant tax authority may reasonably require) to ensure that such delivery is subject to the Zero Tax Rate, VAT exemption or reverse charge for the purposes of such legislation;
 - b. If the purchaser or supplier fail to comply with the obligation referred to under letter (a) above, then the relevant defaulting Contracting Party shall indemnify the other Contracting Party for any VAT, penalties and interest incurred by the other Contracting Party because of the defaulting Contracting Party's failure to comply with the above-mentioned provision; and
 - c. If the purchaser does not provide any of the documentation referred to under letter (a) above, the supplier reserves the right to charge the local VAT rate.
2. **Additional Taxes:** In the case of Additional Taxes, if the cost of such Additional Taxes is charged by the supplier to the purchaser or passed on to the purchaser, the purchaser shall pay the amount of such Additional Taxes to the supplier, provided that the amount of such Additional Taxes is separately listed in the Tax Document issued by the supplier.

To the extent that an exemption or other tax discount, if any, exists under EU and/or local legislation with respect to Additional Taxes in connection with any supplies under the Subcontract, the following shall apply:

- a. The purchaser and the supplier hereby undertake to draw-up and execute any such proper documents, acts and steps that are necessary (which may include, among other things, providing any such proper, true and accurate documentation or assistance to the supplier as the relevant tax authority may reasonably require) to ensure that such delivery is subject to exemption from the Additional Taxes;
 - b. If the purchaser or supplier fail to comply with the obligation referred to under letter (a) above, then the relevant defaulting Contracting Party shall indemnify the other Contracting Party for any Additional Taxes, penalties and interest incurred by the other Contracting Party because of the defaulting Contracting Party's failure to comply with the above-mentioned provision; and
 - c. If the purchaser does not provide any of the documentation referred to under letter (a) above, the supplier reserves the right to charge the Additional Taxes at the local rate.
3. **Tax liability of the supplier and the purchaser:** The supplier shall pay all Taxes with respect to Gas delivered under the Subcontract arising prior to the transfer of the ownership right at the Delivery Point. The purchaser shall pay all Taxes with respect to Gas delivered under the Subcontract arising after the transfer of the ownership right at the Delivery Point. In accordance with the provisions of § 5 (2), the Contracting Parties are obliged to pay any and all Taxes incurred during the transfer of the ownership right at the Delivery Point in accordance with applicable local legislation. If the supplier is legally obligated to pay any Taxes duly chargeable to the purchaser, the purchaser shall promptly indemnify the supplier in respect of such Taxes. If the purchaser is legally obligated to pay Taxes which are duly chargeable to the supplier, the purchaser shall be entitled to deduct the amount corresponding to such Taxes from the amount payable to the supplier under this General Agreement, and the supplier shall promptly indemnify the purchaser in respect of such Taxes not deducted.
4. **Taxes imposed on end users:** The Balance Responsible Party, if it is the purchaser, undertakes that for the purposes of the Tax, which is imposed on an end user or consumer of Gas in the Czech Republic, where the Balance Responsible Party itself is not the end user or consumer of the Gas in question delivered under the Subcontract, it shall provide the Market Operator with a copy of a valid Tax Free Gas Purchase Permit (see [here](#)) to prove the above.
5. **Certificate of exemption:** However, if the purchaser intends to burn or otherwise consume any Gas delivered under the Subcontract, the purchaser shall provide to the supplier, if required by applicable law, a Valid Certificate exempting the purchaser's relevant facility from the Tax, imposed on the end user or consumer of the Gas with respect to its energy delivery, to the reasonable satisfaction of the supplier. If such Valid Certificate required by any applicable law is not presented and/or is not complied with by the supplier at the time of invoicing and the supplier is required to pay the Tax imposed on the

end user or Gas consumer, the supplier shall charge the purchaser and the purchaser is obliged to pay the supplier the amount in excess of the Contract Price equal to the Tax imposed on the end user or Gas consumer in respect of the Gas delivered under the relevant Subcontract at the rate applicable at the time of sale. If the purchaser, after the supplier has billed such Tax, provides the supplier with a Valid Certificate within the relevant time (if any), the supplier shall refund the amount of any applicable Tax paid by the purchaser to the purchaser, provided that the supplier has recovered the amount of such Tax.

6. **Indemnification:** In the event that, in connection with the Subcontract, either Contracting Party breaches its obligations under § 5 (4) (*Taxes imposed on end users*) or § 5 (5) (*Certificates of Exemption*), it shall indemnify and hold the other Contracting Party harmless from any liability for Taxes imposed on the end user or Gas consumer (including any related charges or penalties) in respect of Gas delivered under the relevant Subcontract.
7. **New Taxes:** If the Subcontract is subject to any New Tax and the purchaser is able, with reasonable efforts, to obtain any available exemption or rebate of such tax or is contractually able to pass on to or recover such tax from a third party, the purchaser shall pay, ensure the payment of or indemnify the supplier if the supplier has paid such New Tax, and the purchaser shall indemnify, hold harmless and defend the supplier against any claims for the payment of such New Tax.

§ 6 Failure to perform due to Force Majeure

1. **Definition of Force Majeure:** Unless specified otherwise, “**Force Majeure**” for the purposes of this General Agreement refers to the occurrence of circumstances beyond the control of the Contracting Party appealing to such circumstances (the “**Claiming Party**”) which are unavoidable or insurmountable and which render the Claiming Party unable to perform or ensure the performance of its delivery or acceptance obligations, including, but not limited to, the demonstrable unavailability of the relevant Market Operator’s or Transmission System Operator’s communication or information systems, which results in the Claiming Party being unable to meet its delivery or acceptance obligations.

Provided that “**Force Majeure**” circumstances do not include any curtailment or interruption of transmission rights or any problem or event affecting any pipeline system, unless it is a Transmission Failure.

2. **Exemption from delivery and acceptance obligations:** If either Contracting Party is fully or partially unable to perform or ensure the performance of its delivery or acceptance obligations under one or more Subcontracts due to circumstances of Force Majeure, and that Contracting Party meets its obligations under § 6 (3) (*Notice and mitigation of the consequences of Force Majeure*), then such Claiming Party shall not be deemed to be in default or failure to perform and such Claiming Party shall be excused from the performance of such obligations (not merely suspended) for the period and to the extent corresponding with the extent of the circumstances of Force Majeure.
3. **Notice and mitigation of the consequences of Force Majeure:** Once the Claiming Party becomes aware of the circumstances of Force Majeure, the Claiming Party shall inform the other Contracting Party of the circumstances of Force Majeure and the affected Subcontracts and provide a non-binding, good faith estimate, to the extent available, of the extent and expected duration of its inability to perform its obligations. The Claiming Party shall use all commercially reasonable efforts to mitigate and overcome the effects of the circumstances of Force Majeure (which in the case of a Transmission Failure shall include using all commercially reasonable efforts to ensure that the relevant Network Operator mitigates or overcomes the effects of the Transmission Failure) and shall, for the duration of the circumstances of Force Majeure, provide the other Contracting Party in good faith with reasonably current information about the extent and anticipated duration of its inability to perform the relevant Subcontracts.
4. **Effects of Force Majeure on the other Contracting Party:** If and to the extent that the supplier is relieved of its obligations to make supplies because of the circumstances of Force Majeure, the purchaser shall also be relieved of its obligations to accept the delivery and make payment. If and to the extent that the purchaser is relieved of its obligations to accept the delivery because of Force Majeure, the supplier shall also be relieved of its obligations to perform the delivery.

5. **Exclusion of Force Majeure:** The Contracting Parties hereby agree that the declaration of an Emergency in the Gas Sector or Extraordinary Emergency in the Gas Sector is not Force Majeure, regardless of whether such declaration is made for the purpose of providing or receiving international gas aid under the Regulation and the Energy Act.

§ 7 Assignment

1. **Prohibition:** The Contracting Parties are not entitled to assign their rights and/or transfer their obligations under this General Agreement to third parties without prior written consent from the other Contracting Party.

§ 8 Governing law and dispute resolution

1. **Governing law:** This General Agreement is governed by and interpreted in accordance with the laws of the Czech Republic. In accordance with the provisions of Section 558(2) of the Civil Code, the Contracting Parties preclude the application of commercial practices to the legal relationships arising from this General Agreement.
2. **Jurisdiction:** The courts of the Czech Republic have material and territorial jurisdiction (i.e. are fully competent to decide) in any disputes arising from or relating to the contractual relationships established by or related to this General Agreement.

§ 9 Market and non-market measures in the providing and receiving of international aid during the gas sector crisis

1. Reasonable use in other cases of providing and receiving international aid: This General Agreement shall apply in the case of market measures concerning the provision of international aid during the gas sector crisis, and shall also apply mutatis mutandis to the legal relationships between the Contracting Parties in the case of non-market measures in the Czech Republic regarding the provision of international aid during the gas sector crisis and the receipt of international aid during the gas sector crisis.

§ 10 Confidentiality

1. **Confidentiality obligation:** All information that becomes known to the Contracting Parties in connection with the performance of this General Agreement, or that the MIT has designated as confidential, has a confidential nature (hereinafter referred to as "**Confidential Information**"). The Contracting Parties undertake to keep the Confidential Information confidential and to use the Confidential Information only for the performance of this General Agreement. The Confidential Information may be used by the Contracting Parties only for activities that will ensure the achievement of the purpose of the General Agreement. The Contracting Parties shall not disclose or make available any of the Confidential Information to third parties, use it for their own benefit or otherwise misuse it.
2. **Exceptions from Confidential Information:**
 - a. The confidentiality and secrecy obligation shall not apply to information that has become generally known, if this has not been done in breach of any of the obligations arising from the General Agreement or stipulated by law; however, disclosure will always be possible only to the extent necessary.
 - b. The confidentiality obligation under this paragraph of the General Agreement shall be without prejudice to the obligation of the principal to disclose the Confidential Information or make it available to a third party arising from applicable laws or decisions of public authorities, as well as to the disclosure of the Confidential Information to its legal, accounting or tax advisors who are bound by the confidentiality obligation.
 - c. The Contracting Parties are aware of the obligations arising from the applicable legal regulations concerning the protection and processing of personal data, in particular Act No. 110/2019 Coll., on personal data processing (hereinafter referred to as the "**PDPA**") and Regulation (EU) 2016/679 of

the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the “GDPR”).

- d. The Contracting Parties are entitled to process personal data to the extent necessary for the performance of this General Agreement; for this purpose, they are entitled in particular to store personal data on information carriers, modify it, store it for the time necessary to exercise the rights of other Contracting Parties arising from this General Agreement, transfer processed personal data to the principal, dispose of personal data, all in accordance with applicable laws and regulations relating to the protection and processing of personal data, in particular the PDPA and the GDPR.
- e. The Contracting Parties are aware that all information arising from this General Agreement or its performance will be disclosed to OTE and its employees.
- f. The Confidential Information shall not include information that is provided by a Contracting Party to the Transmission System Operator, its executives, employees, Affiliates, agents, professional advisors, bank or other financial institution, rating agency or potential acquirer.
- g. The Confidential Information also does not include information that is provided by the MIT or the Market Operator to a foreign party in charge of delivering or receiving Gas under international aid.

§ 11 Duration of the Agreement

1. **Agreement termination:** This General Agreement may be terminated in accordance with paragraph 2 (***Expiry date and notice period***) or paragraph 3 (***Termination for a Serious Reason***) and paragraph 4 (***Definition of Serious Reasons***).
2. **Expiry date and notice period:** Either Contracting Party is entitled to terminate this General Agreement in writing without giving any reason. The notice period is 1 calendar month and commences on the first day of the calendar month immediately following the calendar month in which the written notice is delivered to the other Contracting Party. In the event of termination of the Agreement on Settlement of Imbalances, this General Agreement is automatically terminated on the same date. In the event of Proper Termination, this General Agreement remains legally binding until the Contracting Parties have duly performed all the rights and obligations previously defined or existing under this General Agreement prior to the date of Proper Termination by both Contracting Parties, but only with respect to such rights and obligations.
3. **Termination for a Serious Reason:**
 - a. If a Serious Reason for Termination (as defined below) arises with respect to a Contracting Party and if proper remedy is not provided, the other Contracting Party (hereinafter referred to as the “**Terminating Party**”) is entitled to terminate this General Agreement (hereinafter referred to as “**Early Termination**”) by notice to the other Contracting Party. Notice of Early Termination may only be given in writing.
 - b. The notice of Early Termination must contain the applicable Serious Reason for Early Termination and specify the date of Early Termination (hereinafter referred to as the “**Early Termination Date**”). The Early Termination Date must not be earlier than the date on which the notice under this General Agreement is expected to be delivered and must not be later than 20 calendar days after such date. In the event of Early Termination, this General Agreement remains legally binding until the Contracting Parties have duly performed all the rights and obligations under this General Agreement.
 - c. If a notice is sent with an Early Termination Date, such Early Termination will occur on that date even if the relevant Serious Reason has ceased to exist.
 - d. The right to determine the Early Termination Date under this paragraph 3 (***Termination for a Serious Reason***) supplements any other remedies available under this General Agreement or by law.
4. **Definition of Serious Reasons:** This General Agreement may be terminated at any time upon the occurrence of one or more of the following reasons (hereinafter referred to as “**Serious Reason**”):
 - a. **Default:** Failure of a Contracting Party to make a required payment or to perform a material

obligation (except in the case of a waiver under § 6 (***Failure to perform due to Force Majeure***)):

- (i) under this General Agreement; in the event of default with payment, if such default is not remedied within two (2) Business Days after delivery of written notice or, in the event of other default, if such default is not remedied within ten (10) Business Days after delivery of written notice;

b. **Liquidation / insolvency / seizure of assets:** If the Contracting Party:

- (i) Ceases to exist (otherwise than by merger or amalgamation);
- (ii) Becomes insolvent or unable to meet its obligations, or admits in writing a general inability to meet its obligations as they fall due;
- (iii) Undertakes a general assignment of receivables, arrangement or composition with or for the benefit of its creditors;
- (iv) Proceedings are initiated or instituted against Contracting Party for the purpose of determining a judgment of insolvency or bankruptcy proceedings or other proceedings under the Insolvency Act or similar law relating to creditors' rights, or if an application is made for its winding up or liquidation and such application is not withdrawn, dismissed, suspended or revoked;
- (v) If a decision on dissolution, appointment of administrator or winding-up is adopted against Contracting Party (other than by virtue of a merger or amalgamation);
- (vi) If Contracting Party appoints or applies for the appointment of an administrator, provisional liquidator, receiver, custodian or other similar officer for it or for all or a substantial part of its assets;
- (vii) If the secured party takes possession of all or a substantial part of Contracting Party's assets or if all or a substantial part of its assets are subject to impounding, execution, seizure, freezing or other legal process;
- (viii) If Contracting Party becomes the subject of any proceeding against it which, under the applicable laws of any jurisdiction, has a similar effect on that party as the cases referred to in paragraph 4(b), items (i) through (vii); or
- (ix) If Contracting Party takes any action that supports or indicates its consent, endorsement or acquiescence in any of the actions referred to in this paragraph 4 (b).

The foregoing Serious Reasons shall constitute the sole grounds for Early Termination under this § 11 (***Duration of Agreement***).

5. The termination of this General Agreement shall not affect any right of either Contracting Party arising in connection with a breach of this General Agreement by the other Contracting Party prior to the termination of this General Agreement, nor shall it affect any rights and obligations of the Contracting Parties that have accrued during the duration of this General Agreement (e.g. entitlement to payment of contractual penalty, damages, default interest).
6. The Contracting Parties undertake to inform OTE in writing without undue delay about the termination of this General Agreement, if this General Agreement is not terminated directly by OTE on its behalf.

§ 12 Limitation of liability

1. The Contracting Parties are obliged to prevent possible damages and non-pecuniary losses throughout the duration of this General Agreement, both individually and in cooperation with the other Contracting Party.
2. The Contracting Parties undertake to inform each other of any facts of which they are aware that could lead to damage or non-pecuniary loss and to endeavour to avert impending damage or non-pecuniary loss.

3. The Balance Responsible Party is obliged to compensate the MIT for any material loss, non-pecuniary loss and for damage incurred because of the Balance Responsible Party's breach of its duty. Damage shall also include the imposition of a fine by a public authority as well as third party claims successfully asserted in connection with a breach of this General Agreement by the Balance Responsible Party. For the avoidance of doubt, the payment of a contractual penalty in no way affects the right of the MIT to compensation for material loss and/or non-pecuniary loss.
4. The MIT is liable for damage only to the extent corresponding to the amount of so-called actual damage caused to the Balance Responsible Party intentionally or by gross negligence, and the MIT is obliged to compensate the Balance Responsible Party for such damages. The MIT is not liable for damage caused, even in part, by fault of the Balance Responsible Party, or for lost profits of the Balance Responsible Party. Compensation for material damage and non-pecuniary losses in cases where the law does not allow an agreement on such limitation shall be governed by generally binding legal regulations.
5. The Contracting Parties acknowledge that the Market Operator, as a party authorised to sign this General Agreement on behalf of the MIT, is liable for damage only to the extent of the Market Operator's activities under this General Agreement and is liable to the amount of so-called actual damage caused to the Balance Responsible Party or the MIT by the Market Operator intentionally or by gross negligence; and the Market Operator shall compensate the Balance Responsible Party or the MIT for such damage. The Market Operator is not liable for damage caused, even in part, by the fault of the Balance Responsible Party or MIT, or for lost profits of the Balance Responsible Party or MIT. Compensation for material damage and non-pecuniary losses in cases where the law does not allow an agreement on such limitation shall be governed by generally binding legal regulations.
6. Neither of the Contracting Parties is liable for any breach of its obligations under this General Agreement caused by circumstances excluding liability within the meaning of Section 2913(2) of the Civil Code, nor for any damage caused thereby. Circumstances excluding liability shall mean in particular events of Force Majeure according to § 6 .
7. The Contracting Party affected by Force Majeure under § 6 is obliged to inform the other Contracting Party without any delay that the Force Majeure has prevented or may in the immediate future prevent it from performing its obligations under this General Agreement.

§ 13 Other provisions

1. **Notices and communication:** Unless stipulated or agreed otherwise in this General Agreement regarding the Subcontract, any notices, statements, or invoices sent by one Contracting Party to the other Contracting Party shall be delivered in writing electronically to the addresses specified in the CS OTE. The Contracting Parties may change their contact details through their Authorised Persons, or – if there is no Authorised Person for the Contracting Party – by written notification to the Market Operator. The Contracting Parties may update the persons authorised to communicate as specified in Annex 3 by unilateral notice sent to the other Contracting Party in writing by electronic means or by post to the addresses specified in Annex 3. Written notices, statements or invoices will be deemed to have been received and effective:
 - a. if sent by priority mail, on the second Business Day after the date of dispatch or, in case of delivery to another country, on the fifth Business Day after the date of dispatch; or
 - b. if sent electronically, on the given Business Day, if sent before 5:00 p.m. (recipient's time), or otherwise at 9:00 a.m. (recipient's time) on the following Business Day.
2. **Amendments:** Any amendments or changes to this General Agreement may only be made in writing and signed by both Contracting Parties on the same document.
3. **Partial invalidity:** Should any provision of this General Agreement or any Subcontract at any time become illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this General Agreement or any Subcontract will not be thereby affected. The Contracting Parties undertake to replace such illegal, invalid or unenforceable provision with a new legal, valid and enforceable provision that best corresponds in meaning to the economic meaning of the original invalid provision.

4. **Third-party rights:** The Contracting Parties do not intend to provide any third party with any rights or ability to enforce performance under this General Agreement and, to the extent permissible under applicable law, the Contracting Parties hereby exclude such third-party rights that might otherwise be implied.
5. **Full expression of will:** The Contracting Parties represent that this General Agreement contains the full expression of their mutually identical will and that there are no provisions in any form other than in writing which would supplement, modify or may be relevant to its interpretation and that, therefore, neither Contracting Party relies on any representation of the other Contracting Party not contained in this General Agreement, its annexes or amendments. This is without prejudice to the importance of communication between the Contracting Parties.
6. Both Contracting Parties fully accept the integral parts of this General Agreement, which are the following annexes:
 - a. Annex 1 - Definitions of Terms
 - b. Annex 2 - OTE Business Terms in electronic form (published at www.ote-cr.cz)
 - c. Annex 3 - Persons authorised to communicate in contractual and operational matters and relevant addresses
 - d. Annex 4 - Power of Attorney
7. In addition to the provisions contained in the text of this General Agreement, the legal relations between the Contracting Parties shall be governed by the OTE Business Terms. The Balance Responsible Party represents that it is aware of the contents of these OTE Business Terms. Should there be any provision in the text of this General Agreement that is different from or contradictory to the wording of the OTE Business Terms, then the derogating provision of this General Agreement shall prevail over the wording of the OTE Business Terms.
8. **Validity and term of the General Agreement:** This General Agreement shall enter into force and effect on the date of its signing by the authorised representatives of the Contracting Parties.
9. **Number of counterparts:** This General Agreement has been executed in six (6) counterparts, of which the MIT, the Market Operator and the Balance Responsible Party shall each receive two (2) counterparts.
10. **Representation of the Contracting Parties:** The Contracting Parties represent that this General Agreement has been negotiated based on their true, solemn and free will, that they have read its content, agree with it unconditionally and consider it to be fully definite and comprehensible, which they confirm below by their handwritten signatures.

Signature page follows

In _____ on _____

In _____ on _____

**Czech Republic - Ministry of Industry and Trade [Name of the Contracting Party]
Represented by OTE, a.s.:**

[Name and position of signatory(ies)]

[Name and function of signatory(ies)]

[Name and position of signatory(ies)]

OTE accepts the authorisation pursuant to Section 28(7) of the Value Added Tax Act from the MIT and the Balance Responsible Party to issue Tax Documents as a third party (see Article IV(4) of this General Agreement).

In _____ on _____

OTE, a.s.

[Name and position of signatory(ies)]

[Name and position of signatory(ies)]

Annex No. 1
to the
General Agreement
Definitions of Terms

The terms used in the General Agreement, and in each of its individual articles, shall have the meanings set out below:

“**ACER**”-means the Agency for the Cooperation of Energy Regulators;

“**Acceptance**” has the meaning set out in Article II § 3 (*Conclusion and acceptance of Gas delivery subcontracts*) and Article III § 3 (*Conclusion and acceptance of Gas acceptance subcontracts*);

“**CS OTE**” means the Central Information System of the Market Operator or its individual parts;

“**Additional Tax**” means any Energy Tax or Excise Tax, but does not include the Taxes that are imposed on end users;

“**Tax**” means any tax, levy, duty, fee, assessment, royalty, tariff or any other charge (including interest, penalties and surcharges thereon) imposed by any government or other tax authority in connection with any payment, nomination or allocation under the Subcontract for Gas or the sale, transmission or delivery of Gas. For the avoidance of doubt, Tax does not refer to (i) any tax on net income or net wealth; (ii) any tax on income from the exploration or production of gas; (iii) stamp, registration, documentation or similar tax; and (iv) VAT;

“**Tax Document**” has the meaning set out in Article IV § 4 (1) (*Invoicing*);

“**Early Termination Date**” meaning set out in Article IV § 11 (3)(b) (*Termination for a Serious Reason*);

“**Due Date**” has the meaning set out in Article IV § 4 (2) (*Payment*);

“**Expiry Date**” has the meaning set out in Article IV § 11 (2) (*Expiry date and notice period*);

“**Subcontract**” means the Gas delivery subcontract and the Gas acceptance subcontract collectively;

“**Gas delivery subcontract**” means each contract entered into between the Contracting Parties pursuant to Article II of the General Agreement, where the MIT always acts as the Gas supplier and the other Contracting Party acts as the Gas purchaser;

“**Gas acceptance subcontract**” means each contract entered into between the Contracting Parties pursuant to Article III of the General Agreement, where the MIT always acts as the Gas purchaser and the other Contracting Party acts as the Gas supplier;

“**Delivered Quantity**” has the meaning set out in Article IV § 3 (2) (*Determination of deliveries and acceptances of Gas*);

“**VAT**” means any value added tax or other similar tax, excluding statutory interest or penalties for late payment;

“**Confidential Information**” has the meaning set out in Article IV § 10 (*Confidentiality*);

“**Energy Act**” means Act No. 458/2000 Coll., on business conditions and public administration in the energy sectors and amending certain laws (the Energy Act), as amended, or any other legal regulation replacing this act.

“**EU**” means the European Union in its current form;

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

“**GMT**” means Greenwich Mean Time;

“Insolvency Act” means Act No. 182/2006 Coll., on bankruptcy and methods of its resolution (Insolvency Act);

“Regulation” means Regulation (EU) 2017/1938 of the European Parliament and of the Council of 25 October 2017 concerning measures to safeguard the security of gas supply and repealing Regulation (EU) No 994/2010, and Regulation (EU) 2022/2576 of 19 December 2022 enhancing solidarity through better coordination of gas purchases, reliable price benchmarks and exchanges of gas across borders, or any other European Union legislation replacing or supplementing that Regulation;

“Claiming Party” has the meaning set out in Article IV § 6 (1) (*Definition of Force Majeure*) and means the Contracting Party claiming relief under Article IV § 6 (*Failure to perform due to Force Majeure*);

“Default” has the meaning set out in Article IV § 11 (4)(a);

“Nomination” means, where applicable, the action in the CS OTE necessary for the supplier and the purchaser to fulfil their respective obligations to acquire the Contract Quantity in the relevant Time Period in respect of each Subcontract, as required in accordance with (a) the relevant terms of the Subcontract and (b) the relevant rules and/or procedures of the Market Operator;

“New Tax” means, in connection with the Subcontract, any Tax enacted and effective after the execution date of a Subcontract, or any portion of an existing Tax that constitutes an effective increase (effective after the execution date of a Subcontract) in the applicable rates of or the extension of any existing Tax, to the extent to which it is imposed on a new or different group of persons as a result of any law, regulation, ordinance, decree, concession or any interpretation thereof by any tax authority, having been enacted and becoming effective after the execution date of a Subcontract;

“Zero Tax Rate” with respect to supplies of goods means exports to a third country or supplies of goods to another EU Member State that are not taxable or are exempt under the VAT Rules;

“Civil Code” means Act No. 89/2012 Coll., the Civil Code, as amended;

“OTE Business Terms” means the OTE Business Terms published on the OTE’s website;

“VAT exemption” means the delivery of goods with a place of performance in the Czech Republic which is exempt from VAT under the VAT Rules or is subject to a 0% VAT rate under the VAT Rules;

“Control” means the ownership of more than 50 % of the voting rights of a Contracting Party or Entity, together with a similar interpretation of the terms **“Controlled”** or **“Controlling”**;

“Valid Certificate” means any applicable documentation accepted by the relevant tax authorities or required by applicable law, regulations, ordinance, decrees, concession or any interpretation thereof;

“Gas” means gas as defined by the Energy Act delivered through the gas system of the Czech Republic, provided within the framework of international aid during the gas sector crisis under this Act;

“Gas Day” means the period of time starting at 6:00 a.m. CET on any day and ending at 6:00 a.m. CET on the following day, unless otherwise agreed by the Contracting Parties in a Subcontract;

“Authorised Person” means a representative of the Balance Responsible Party with a licence or recognition of authorisation to carry out business, issued by the Energy Regulatory Office, with access to the CS OTE, who, within the scope of the granted authorisation, is authorised to communicate with the Market Operator and is also authorised to edit the central settings of email addresses in the CS OTE for sending informative messages and to manage the Balance Responsible Party’s user accounts in accordance with the Agreement on Settlement of Imbalances concluded between the Market Operator and the Balance Responsible Party, and the OTE Business Terms. User account management means in particular the establishment of new user accounts, registration of certificates, their editing and deactivation. Only a person authorised to act on behalf of the Balance Responsible Party may designate an Authorised Person;

“Business Day” means any day (other than Saturday and Sunday) on which commercial banks at the seat of each Contracting Party are open to the public;

“Establishment” means a branch office which is an establishment in terms of the Value Added Tax Act;

“Market Rules” means Decree No. 349/2015 Coll., on gas market rules, as amended, or any other legal regulation replacing this Decree;

“Early Termination” has the meaning set out in Article IV § 11 (3)(a). (*Termination for a Serious Reason*);

“Affiliate” means, with respect to a Contracting Party, any Entity Controlled directly or indirectly by that Contracting Party, an Entity that directly or indirectly Controls that Contracting Party, or any Entity Controlled directly or indirectly together with the Contracting Party;

“General Agreement” means this General Agreement Concerning the Delivery and Acceptance of Gas;

“Proper Termination” has the meaning set out in Article IV § 11 (2) (*Expiry date and notice period*);

“Transmission Failure” means an event affecting the operation of the gas system (in which the Claiming Party has contractually agreed transmission rights for the purposes of the relevant Subcontract) on the supply or offtake side of the Delivery Point that:

- (a) is beyond the reasonable control of the Claiming Party, which the Claiming Party could not reasonably have prevented or overcome, and which prevents the Claiming Party from performing its delivery or acceptance obligations in connection with the relevant Subcontract; and
- (b) which is beyond the reasonable control of the Market Operator of the relevant pipeline system, which could not be reasonably prevented or overcome by the relevant Network Operator, and which prevents such Network Operator from performing its contractual obligations towards the Claiming Party in respect of the delivery or acceptance of Gas (as the case may be).

For the avoidance of doubt, “Transmission Failure” includes both unscheduled and scheduled maintenance of the System of the supplier/ purchaser / relevant system (in relevant cases) that prevents the performance of the Claiming Party; provided, however, that where the relevant Delivery Point is a Notified Scheduled Maintenance Location and the Operator has, with respect to the Delivery Point or, as the case may be, the Pipeline System Facilities necessary for the delivery or acceptance of Gas at the relevant Delivery Point, issued a Scheduled Maintenance Notice before the relevant Subcontract was entered into and such scheduled maintenance directly affects the flow of Gas at given Delivery Point, such period of Scheduled Maintenance shall not constitute a Transmission Failure;

“Agreement on Settlement of Imbalances” means an agreement on settlement of imbalances in the gas sector within the meaning of the Energy Act or an agreement on settlement of imbalances for the purpose of receiving and providing international aid in crisis affecting the gas sector concluded with OTE, a.s.;

“Contract Price” in the case of a Subcontract means the price agreed between the Contracting Parties;

“Contract Quantity” means, in relation to a Subcontract, the quantity of Gas, expressed in MWh, to be delivered by the supplier and to be accepted by the purchaser during the Time Period in accordance with the Subcontract entered into between the Parties;

“Central European Time” or **“CET”** means GMT + 2 hours during daylight saving time and GMT + 1 hour during the rest of the year, and for these purposes, the **“summertime period”** is defined in the Eighth Directive 97/44/EC and Directive 2000/84/EC and all subsequent EC legislation on daylight saving time adjustment;

“Entity” means a natural person, government, state or any organisational unit thereof, government or state agency, corporation, partnership or other entity, as the context may require;

“Balance Responsible Party” means a market participant that has entered into an Agreement on Settlement of Imbalances;

“Damages” has the meaning set out in Article IV § 12 (*Limitation of Liability*);

“Terminating Party” has the meaning set out in Article IV § 11 (3)(a) (*Termination for a Serious Reason*);

“Interest Rate” has the meaning set out in Article IV § 4 (3) (*Default Interest*);

“Emergency Decree” means Decree No. 344/2012 Coll., on a state of emergency in the gas industry and safeguarding the security standard of gas supply, as amended, or any other legal regulation replacing this Decree;

“Force Majeure” has the meaning set out in Article IV § 6 (1) (*Definition of Force Majeure*);

“Value Added Tax Act” means Act No. 235/2004 Coll., on value added tax, as amended;

“Gas Tax Act” means Part 45 of an Act No. 261/2007 Coll., on the stabilisation of public budgets, as amended;

“Serious Reason” has the meaning set out in Article IV § 11 (4) (*Definition of Serious Reasons*);

“PDPA” means Act No. 110/2019 Coll., on personal data processing, as amended.

Annex No. 2
to the
General Agreement

OTE Business Terms in electronic format (published at www.ote-cr.cz)

Annex No. 3
to the
General Agreement

Persons authorised to communicate in contractual and operational matters and relevant addresses

Contact persons on behalf of MIT:

- in contractual matters: (please complete)
- in operational matters: (please complete)
- E-mail: (please complete)
- Data mailbox: (please complete)
- Delivery address: (please complete)

Contact persons for the Balance Responsible Party:

- in contractual matters: (please complete)
- in operational matters: (please complete)
- E-mail: (please complete)
- Data mailbox: (please complete)
- Delivery address: (please complete)

Annex No. 4
to the
General Agreement
Power of Attorney