

<p>Technologie hlavního města Prahy, a.s. Dělnická 213/12, Holešovice, 170 00 Praha Registered in the Commercial Register held with the [Regional/Municipal] Court in Prague, File no. B 5402 ID no.: 25672541 VAT ID: CZ25672541</p> <p>("THMP" or "Party A" or "Buyer")</p>	<p>MND a.s. Úprkova 807/6, 695 01 Hodonín, Czech Republic Registered in the Commercial Register held with the Regional Court in Brno, File no. B 6209 ID no: 284 83 006 VAT ID: CZ699003312 Bank: Komerční banka, a.s. BIC: KOMBCZPP IBAN: CZ76 0100 0000 0000 0210 4671 Contact person: [REDACTED] ("MND" or "Party B" or "Seller")</p>
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Long Form Individual Contract

The purpose of this individual contract entered into between the Seller and the Buyer on the trade date specified below (the "**Individual Contract**") is to agree the terms and conditions of the transaction regarding the Seller's obligation to secure for the Buyer the security of supply standard (in Czech *bezpečnostní standard dodávky*), subject to the terms of this Individual Contract.

The terms of this Individual Contract are as follows:

Deal No.:	275777	Ticket No.:	
Commodity:	Natural Gas	Trade Date (Effective Date):	27.12.2023
Delivery Point:	VOB	Relevant System:	Czech

1. DEFINITIONS

In this Individual Contract:

"**Czech Energy Act**" means Czech Act no. 458/2000 Coll., Energy Act, as amended from time to time.

"**Decree**" means Czech Decree No. 344/2012 Coll., on the state of emergency in the gas industry and the means of ensuring the security of supply standard for gas supply, as amended from time to time.

"**Security of Supply**" means the security of supply standard (in Czech *bezpečnostní standard dodávky*) within the meaning of the Czech Energy Act and the Decree.

"**Service**" means securing by the Seller for the Buyer the Security of Supply in the volumes defined in Clause 3 (*Volumes*) below by means specified in Section 11(4) of the Decree, as determined (in its discretion) by the Seller and at the same time according to Section 11(3) of the Decree (in each case unless provided for otherwise in this Individual Contract).

2. SERVICE

Subject to Clause 5 (*Termination*) below, the Seller is obliged to secure for the Buyer the Service in the volumes defined in Clause 3 (*Volumes*) below. This Individual Contract also serves as a basis for demonstrating compliance with the Security of Supply requirements.

The Parties have further agreed that the term "Service" as used in this Individual Contract shall not be interpreted as (and shall not include) an obligation of the Seller to supply any volumes of gas to the Buyer or its protected customers (in Czech *chráněný zákazník*). If, despite the previous sentence, the Seller becomes obliged to supply any volumes of gas to the Buyer or its protected customers as part of the Service, the Buyer shall indemnify the Seller immediately against any cost, loss or liability it incurs as a result of such supply.

To avoid any doubts, the Parties declare that it is the responsibility of the Buyer to identify the extent of the Security of Supply requirements applicable to it under the Czech Energy Act and the Decree and to take a decision of what measures shall be taken to comply with the Security of Supply requirements.

3. VOLUMES

Coverage by storage 100 %:

Period	R max. day (MWh per day)	R 30 days (MWh)	R N-1 (MWh)
01/2024			
02/2024			
03/2024			

Coverage by storage 0%:

Period	R max. day (MWh per day)	R 30 days (MWh)	R N-1 (MWh)
01/2024			
02/2024			
03/2024			

4. PRICE

The Parties have agreed on a premium for the Service in the total amount of [REDACTED] (the "Price") payable by the Buyer to the Seller in 3 monthly instalments, each in the amount of [REDACTED]. Each monthly instalment of the Price shall be payable by the Buyer to the Seller no later than on 20th day of the respective month, in which the Service is provided.

5. TERMINATION

The provision of the Service is subject to full payment of each instalment of the Price by the Buyer within the deadlines set out in Clause 4 (*Price*).

If any of the instalments of the Price is not fully paid by the Buyer to the Seller within the respective deadlines set out in Clause 4 (*Price*), the Seller may (but is not obliged to) by notice to the Buyer terminate this Individual Contract (the "Termination") at which time this Individual Contract shall immediately be terminated, save that (i) this Clause 5 (*Termination*) shall continue in full force and effect despite the Termination, (ii) the terms which by their nature are intended to survive termination of this Individual Contract shall survive the Termination and (iii) the Termination shall not affect the accrued rights, remedies, obligations and liabilities of the parties under this Individual Contract as at the time of the Termination (including in relation to any breach of this Individual Contract occurring at or before the time of the Termination).

Following the Termination:

- (i) the Seller shall have no obligation to further provide the Service;
- (ii) the Buyer shall indemnify the Seller immediately against any cost, loss or liability it incurs as a result of the Termination; and
- (iii) the Buyer shall ensure that the Seller is released from all its obligations to provide the Service following the Termination, including, without limitation, towards the Czech Energy Regulatory Office (in Czech *Energetický regulační úřad*).

6. OTHER ARRANGEMENTS

- 6.1. Unless otherwise provided in this Individual Contract, the terms of the EFET General Agreement Concerning the Delivery of Natural Gas, version 2.0 (a) from May 2007 (the "EFET Gas") shall apply to this Individual Contract. This Individual Contract constitutes an "Individual Contract" as referred to in the EFET Gas.
- 6.2. The Parties agree that payment netting (§13.3 of the EFET Gas) shall apply, that the Interest Rate (§ 13.5 of the EFET Gas) shall be the one month Euribor Interest Rate for 11:00 a.m. on the Due Date, plus three (3) percent (%) per annum and that § 13.6(a) of the EFET Gas (Disputed Amounts) shall apply.



- 6.3. The Parties further agree that Assignment to Affiliates (§ 19.2 of the EFET Gas) shall not apply.
- 6.4. The Representations and Warranties set out in § 21 of the EFET Gas shall apply to both Parties except that §21(l) shall not apply to either Party.
- 6.5. The Seller and the Buyer shall negotiate in good faith and use reasonable endeavours to conclude an EFET Gas.
- 6.6. The Parties acknowledge that Party A is an entity listed in Section 2(1)m) of Czech Act No. 340/2015 Coll., on the special requirements for the effectiveness of certain contracts, the disclosure of these contracts and their registration (the "**Contract Registry Act**"), and thus this Individual Contract shall be subject to the Contract Registry Act and the following shall apply with respect to this Individual Contract:
- 6.6.1. Party A shall without undue delay, but in any case within one Business Day, upon entering into this Individual Contract publish this Individual Contract in the contract registry pursuant to the Contract Registry Act (the "**Contract Registry**") and inform Party B thereof; and
- 6.6.2. if Party A does not fulfil its obligation to publish this Individual Contract in the Contract Registry pursuant to Clause 6.6.1 above, Party B shall be entitled to fulfil such obligation.
- 6.7. This Individual Contract shall be governed by Czech Law.
- 6.8. All disputes arising out of or in connection with this Individual Contract shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be conducted in Czech language in Prague, Czech Republic.
- 6.9. Furthermore MND represents that on the Effective Date the establishment for VAT purposes to which the Natural Gas under this Individual Contract is delivered, is as follows:

Jurisdiction: Czech Republic
VAT Identification Number: CZ699003312

- 6.10. Furthermore THMP represents that on the Effective Date the establishment for VAT purposes to which the Natural Gas under this Individual Contract is delivered, is as follows:

Jurisdiction: Czech Republic
VAT Identification Number: CZ25672541

For **MND a.s**

Signature:

Name:

Position:

Trader

Signature:

Name:

Position:

Trading Division Director

For **Technologie hlavního města Prahy, a.s.**

Signature: _____

Name:

Position:

Signature: _____

Name:

Position: