

LICENSE AGREEMENT concluded between

Vysoká škola chemicko-technologická v Praze

Seat: Technická 5, 166 28 Praha

IN: 60461373

TIN: CZ60461373

Bank: xxxxxx

Account number: xxxxxx

Represented by: xxxxxx, rector

(hereinafter referred to as „Licensor 1“)

Gas Storage CZ, a.s.

Seat: Limuzská 3135/12, 100 00 Praha

IN: 27892077

TIN: CZ27892077

Bank: xxxxxx xxxxxx

Account number:

Represented by xxxxxx, Chairman of the Board of Directors, xxxxxx, Vice Chairman of the Board of Directors

(hereinafter referred to as „Licensor 2“)

Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.

Seat: Prosecká 809/76, 190 00 Praha

IN: 68378297

TIN: CZ86378297

Bank: xxxxxx

Account number: xxxxxx

Represented by: xxxxxx, director

(hereinafter referred to as „Licensor 3“)

SVÚM a. s.

Seat: Tovární 2053, 250 88 Čelákovice

IN: 25797000

TIN: CZ25797000

Bank: xxxxxx

Account number: xxxxxx

Represented by: xxxxxx. Chairman of the Board

(hereinafter referred to as „Licensor 4“)

(also collectively referred to as “Licensors”)

and

RWE Gas Storage West GmbH

Seat: RWE Platz 4, 45141 Essen
IN: HRB 30782
TIN: DE263499139
Bank: xxxxxx, Dortmund
Account number: xxxxxx
Represented by: xxxxxx, Head of Asset Management
(hereinafter referred to as "Licensee")

(All abovementioned also collectively referred to as "Contractual parties")

conclude according to the Act. 89/2012 Coll., Civil Code as amended, and according to § 14 paragraph 1, § 16 paragraph 3 of Act. No. 527/1990 Coll., on inventions and improvement proposals, as amended, this license agreement for the use of technologies created as part of the implementation of project No. TK05020150 entitled Determination of limit hydrogen concentration in a mixture with natural gas for safe use of underground gas storage facilities (hereinafter referred to as the "Project").

I.Preamble

1. Licensors have within the scope of research and development developed following technological advances – results of the Project:

Result nr. 1

TK05020150-V2 Report on tests and experimental results including recommendations for operators of underground gas storage technologies

Licensors own this result number 1 in following ratios:

28 % Licensor 1,
35 % Licensor 2,
18 % Licensor 3,
19 % Licensor 4.

Result nr. 2

TK05020150-V3 Risk assessment system allowing for determination of the limit concentration of hydrogen in a mixture with natural gas for safe use of underground gas storage technologies

Licensors own this result number 1 in following ratios:

60 % Licensor 1,
20 % Licensor 2,
10 % Licensor 3,
10 % Licensor 4.

(Results 1 and 2 hereinafter referred to as "Subject of license").

2. Licensee intends to obtain a non-exclusive license for Subject of license for purpose of its further application in his area of business.

3. Contractual parties decided to conclude this License agreement and within it state conditions for usage of aforementioned Subject of license, with target of using it by Licensee and to agree on payment conditions in form of licensee fee for the Licensors.

II. Subject of the License

1. Licensors grant non-exclusive license to Licensee, to use Subject of the license in full accordance with this Agreement. Licensee undertakes to pay the agreed upon license fee to Licensors.

2. Part of the license is the right of the Licensee to have, at its own expense, responsibility and for its own needs or the needs of its customers, produce products / provide services using the Subject of the License or its part by third parties, on the basis of a subcontractor relationship. In such situations, however, they will proceed in accordance with the rules of protection according to industrial law and will not provide more information than absolutely necessary for the given purpose. Such cooperation shall not constitute a sublicense agreement unless otherwise agreed.

3. The licensors provide the licensee with this contract a non-exclusive right to use the Subject of the License, without territorial restrictions.

4. License is granted beginning two months after the end of the Project.

III. Rights and obligations of Licensors

1. Licensors reserve the right to use the Subject of the License for their own use, especially for the purpose of publication, teaching and conducting further research and development.

2. Licensors undertake that, in the event that their scientific and/or research activities lead to results that could be of a competitive nature with respect to possible uses of the Subject of License and relevant know-how, they will offer the results of such research to the Licensee as a matter of priority. The terms of use of such results by the Licensee shall be governed by a separate agreement or an addendum to this agreement. If the Licensee does not express his interest in using the results in writing within 30 days, the Licensors can offer the use of these results to third parties.

IV. Rights and obligations of Licensee

1. Licensee is obliged to use Subject of the license only in manner described in this Agreement, and to pay Licensors the licensee fee, in form of single-time payment in accordance with article V of this Agreement.

2. The Licensee is entitled to enable third parties to use the Subject of the License only in the form of a sub-license according to Article IV, Paragraph 3. This does not affect the provisions of Article 2, Paragraph 2 of this Agreement.

3. The licensee has the right to sublicense to third parties the rights that are the subject of this agreement only under conditions that are consistent with this agreement, and only on the basis of the written consent of the licensor. To request consent to grant a sublicense, the Licensee is obliged to submit the full text of the sublicense agreement to the Licensors. Licensors are obliged to comment on the request within 30 days, while they may not refuse the provision of a sublicense without a serious reason. No payment is due to the Licensors for the provision of the sublicense.

4. The licensee is entitled to take all measures against infringement of industrial rights and for the undisturbed exercise of the rights arising from this contract at his own expense. Licensors are obliged to provide him with the necessary cooperation in such cases.

V. Licence fees

1. The licensee is obliged to pay a license fee to the Providers for the Subject of the license according to this contract, the amount of which is determined by agreement of the contracting parties.

2. The license fee is 2,000,000.00 CZK without VAT (in words, two million Czech crowns). The amount of the license fee is divided among the Licensors in the following ratio:

Licensor 1 - 44% of the total amount, amounting to 880,000.00 CZK without VAT

Licensor 2 - 27.5% of the total amount, amounting to 550,000.00 CZK without VAT

Licensor 3 - 14% of the total amount, amounting to 280,000.00 CZK without VAT

Licensor 4 - 14.5% of the total amount, amounting to 290,000.00 without VAT.

3. The license fee according to paragraph 3.2 is payable on the basis of invoices issued by individual Licensors, which the Licensee is obliged to pay within 30 days of its delivery to the Licensee at the address of its headquarters specified in this Agreement. VAT will be added to the license fee in the amount set by relevant law. The tax document will contain the exact designation of the contracting parties in terms of legal regulations, the date of the invoice, the date of the taxable transaction and the due date of the invoice. First half (50 %) is due two weeks after this agreement comes into effect, and other half (50 %) is due two weeks after the Subject of license is handed over.

After paying the first 50 %, the licensee acquires the status of an associated partner with limited rights to affect the course of the Project and obtain preliminary results. In that case, parties will conclude a separate "Research Collaboration Contract" regarding specific rights of licensee, especially regarding the coordination and execution of future test plans and test runs.

4. All payments are considered paid only after they are credited to the bank account of the Licensors, without any deductions.

VI. Confidentiality

1. The Licensee is responsible for the confidentiality of the information and knowledge obtained on the basis of the granted license.

2. Notwithstanding the provisions in Articles III and IV of this Agreement the parties agree to keep all confidential information which becomes known to them during the performance of this Agreement strictly confidential and only to use such information for the contractually agreed purposes. Confidential information for the purpose of this provision shall mean information, documents, details and data, which is marked as such or is to be seen as confidential because of its nature.

3. The Licensee is entitled to introduce the confidential information within the above definition obtained from the Licensors only to a strictly necessary group of persons and is responsible for any breach of obligations by these persons.

4. Licensors undertake to keep confidential the information about the Licensee and his business plans, which (and if) they obtained from him.

5. The rights and obligations under this Confidentiality Clause shall not be affected by the termination of this Agreement. The rights and obligations remain in force even after the expiry of this contract, for a period of 5 years.

VII. Term of validity of the contract and its termination

1. This contract will end at the end of 5 years or by agreement of the contracting parties. In the event that either party does not notify the other party no later than 3 months before the expiration of this agreement that it is not interested in continuing the license, this agreement is extended for a period of one year, repeatedly. The extensions are deemed settled by payment of the license fee agreed in Section V.

2. If one of the contracting parties fails to fulfill its duties and obligations set forth in this contract and does not seek remedial action within 30 days even after a written notification, the other party is entitled to terminate this contract and demand compensation for the property damage caused. The notice period is 3 months and begins on the first day of the month following delivery of the notice.

3. In the event of termination of the contract other than after the expiration of the specified period, the licensee undertakes to refrain from any handling and use of the subject of the license.

VIII. Governing Law and Dispute Resolution

1. This contract and all legal relationships arising from it and related legal consequences, including questions of its validity and possibly the consequences of its invalidity, are governed by the laws of the Czech Republic.

2. All disputes arising from this contract or from legal relations related to it will be resolved by negotiation between the contracting parties. If it is not possible to amicably resolve the dispute regarding this contract or the legal relations related to it, this dispute will be decided by the locally competent court.

IX. Final provisions

1. This contract enters into force on the date of signature of the contracting parties and becomes effective on the date of publication in the register of contracts pursuant to Act. No. 340/2015 Coll., Act on the Register of Contracts. VŠCHT undertakes to publish the contract in the register of contracts.
2. This contract can only be changed by written amendments approved and signed by authorized representatives of both contracting parties.
3. This contract is drawn up in two copies, of which each party to the contract will receive one copy.
4. The contracting parties declare that they have read this contract carefully before signing it, that it was entered into according to their free will, seriously and not under duress or under conspicuously disadvantageous conditions by either of them.

Vysoká škola chemicko-technologická v Praze
(Licensor 1)

Gas Storage CZ, s. r. o. (Licensor 2)

xxxxxx, rector

xxxxxx, Chairman of the Board of
Directors xxxxxx, Vice Chairman of
the Board of Directors

Ústav teoretické a aplikované mechaniky AV ČR,
v. v. i. (Licensor 3)

SVÚM a. s. (Licensor 4)

xxxxxx, director

xxxxxx, Chairman of the Board

RWE Gas Storage West GmbH (Licensee)

xxxxxx, Head of Asset Management