

## Annex No. 6 to the Call

### Contractual Conditions

#### I. Contractual Parties

<b>Client:</b>	<b>RWE Gas Storage, s.r.o.</b>
Registered office:	Prosecká 855/68, Praha, 190 00, Czech Republic
Acting by:	Andreas Frohwein, Executive Ing. Lubor Veleba, Executive
ID Number:	27892077
Tax ID Number:	CZ27892077
Bank details:	Account No. 000000-0017805243/0300 open at ČSOB a.s. Prague
Recorded in:	Commercial Register administered by the Municipal Court in Prague, Section C, File 124711

#### II. Payment conditions

1. The price will be paid according to provided work based on signed document by responsible person of the Client (ie. Job tickets, hand over protocol etc.).
2. The price will be calculated according to the Annex No. 2 Price offer for each well separately.
3. The Client undertakes to pay the Contractor the price for Work based on an invoice (tax document), following the handover and takeover of the Work and relevant documents, in the amount of 100% (after the operations on all wells are completed and handed over).
4. The payment will be made via credit transfer to the Contractor's account upon completion of the Work.
5. The price for the Work will be paid to the Contractor based on an invoice – tax document, issued by the Contractor within 15 days from the fulfilment of complete work.
6. The basis for payment execution is a tax document, which the Contractor is obliged to issue in two counterparts with a maturity period of 30 days from the day of their delivery to The Client. The tax document must contain the requirements according to the respective legal regulations and a copy of the record on handover and takeover of the Work must be attached to it. The Client's monetary obligation is fulfilled on the date of debiting the invoiced sum from The Client's account in favour of the Contractor's account.
7. In the invoice, the Contractor will indicate The Client's contract registration number xxxxxx and The Client's purchasing document number xxxxxx.
8. In terms of the Act on VAT, taxable fulfilment is considered to be provided on the day of signing the record on handover and takeover of the Work.
9. Before the passing of the maturity deadline, The Client is authorised to return a tax document without payment, which does not contain any of the

requirements or has another defect in terms of content. It must indicate the reason for returning in the returned tax document. Depending on the nature of the error, the Contractor is obliged to correct the tax document or issue a new one. Justified returning of the tax document interrupts the original maturity period. The entire period starts to run again from the day of delivery (submission) of a corrected or newly issued tax document.

10. Invoices – tax documents will be issued and sent to the address:  
RWE Gas Storage, s.r.o.  
Prosecká 855/68, Praha, 190 00, Czech Republic
11. The tax document must be printed exclusively on standard A4 format office paper with a weight of 80g/m<sup>2</sup>, one-sided printing. The colour of the text on the tax document must be black and the delivered tax document must be an original.

### **III. Nondisclosure obligation**

1. The contractual parties undertake to maintain silence in relation to the subject of this Contract and the negotiations leading up to the conclusion of this Contract. Furthermore, the contractual parties undertake to maintain silence in relation to the information, documentation and materials, service or rentals (hereinafter “confidential information”) supplied or received in any form or provided and made available by the other contractual party. For the purposes of this Contract, confidential information refers also to (a) information of a commercial, technical and financial character concerning the customers of RWE Gas Storage, s.r.o, and/or (b) information about the operation and development of the storage system of RWE Gas Storage, s.r.o. and access to it.
2. The contractual parties undertake that they will not disclose or otherwise make accessible to third parties any of the confidential information provided to them, and will not use this information contrary to its purpose for their own needs. The nondisclosure obligation with regards to confidential information remains valid throughout the existence of the contractual relation between the parties, and even after its expiry until such confidential information becomes publicly known, without the obliged party having violated its obligations according to this Contract. The claims of the contractual parties for compensation of damages caused by violation of the obligation according to this Article are governed by the respective provisions of the Commercial Code.
3. The Contractor undertakes to arrange a nondisclosure obligation regarding confidential information vis-à-vis third parties with all of its employees and members of its statutory body and supervisory board and confidential clerk, who were provided with (a) confidential information of a commercial, technical and financial character concerning the customers of RWE Gas Storage, s.r.o. and/or (b) confidential information about the operation and development of the RWE Gas Storage, s.r.o. storage system and access to it, for the purpose of fulfilling the subject of this Contract. For the purposes of this Contract, third parties refer also to employees of the Contractor who perform activities in gas production, storage or trade. The nondisclosure obligation regarding this confidential information will be arranged so that it is valid throughout and after the expiry of the given relation between the employees, members of the statutory body, supervisory board, confidential clerk and the Contractor.

4. The foregoing provisions and obligations arising from them do not apply to confidential information:
  - a) the provision or disclosure of which was approved in advance by the other contractual party,
  - b) which the authorised party explicitly marked as public,
  - c) which became publicly known without the obliged party having violated its obligations according to this Contract,
  - d) which the obliged party is obliged to disclose according to legal regulations or by decision of the court, administrative or similar authority.

#### **IV. RWE Code of Conduct**

The Contractor acknowledges the fact that the Client conducts its business in compliance with the rules set out in the RWE Code of Conduct and may be viewed at the following web address: <http://www.rwe.com/web/cms/en/90780/suppliers/code-of-conduct/> and undertakes to support compliance with the rules and principles contained therein. The Contractor further undertakes to implement the principles defined within the scope of the Global Compact Initiative of the United Nations on human rights, working conditions and the environment, as well as corruption ([www.unglobalcompact.org](http://www.unglobalcompact.org)). The Contractor agrees to ensure that any of its subcontractors shall support compliance with the rules and principles contained in the RWE Code of Conduct as well as implement the principles defined within the scope of the Global Compact Initiative of the United Nations on human rights, working conditions and the environment, as well as corruption.

#### **V. Contractual sanctions and interest from delay**

1. The Contractor is obliged to pay The Client a contractual penalty:
  - for delay in the final deadline for handover of the subject of Work, equal to 0.1% of the price for Work for every even started day of delay up to 20 % value of the contract;
  - for delay with the overtake of each work according to the detailed schedule amounting 200 EUR for each commenced delayed term and day of delay.
  - The contractual penalties do not preclude the Client's right to compensation of damages. The contractual parties have also agreed that in the event of payment of a contractual penalty, damage shall be compensated at the real amount; however, the paid contractual penalty is not set off against compensation of damages.
  - In the event of proven breach where the Contractor undertook to hand over at the day of the overtake the working place the Personal Safety Logbook of his Employees or the Employees of his Subcontractor who will be doing the jobs on the well the Contractor shall be obliged to pay to the Client contractual penalty 10.000,- EUR

- In case the Client will find out on the working place some Contractor's Employees or the Employees of his subcontractors whose Personal Safety Logbook were not handed over the Contractor shall be obliged to pay to the Client contractual penalty 10.000,- EUR.
2. The contractual penalties do not preclude The Client's right to compensation of damages. The contractual parties have also agreed that in the event of payment of a contractual penalty, damage shall be compensated at the real amount; however, the paid contractual penalty is not set off against compensation of damages.
  3. The Client is obliged to pay the Contractor interest from delay for delays in payment of the price, equal to 0.05% of the owed sum for every even started day of delay.
  4. The Contractor is obliged to pay The Client the contractual penalty to the account indicated in Art. I of this Contract (Contractual parties) within 30 days from the day when it receives a request to pay the contractual penalty. If the Contractor does not fulfil this deadline, it is obliged to pay The Client interest from delay in addition to the unpaid contractual penalty, which is equal to 16% p.a. based on the agreement of the contractual parties.
  5. If the Contractor does not pay The Client the contractual penalty or interest from delay within the deadline stipulated in Clause (4) of this Article, The Client is authorised unilaterally to set off the contractual penalty and interest from delay against the Contractor's receivables, i.e. to deduct the contractual penalty and interest from delay from the payment which The Client is to make to the Contractor.

## **VII. Warranty on Work**

The Contractor provides a warranty for the completed work to the Client, concerning the quality of the provided services by him in the implementation of the work, if any defect on provided equipment happened during execution of work the charge for Snubbing unit + workforce neither stand by rate does not apply.

## **VIII. Governing law and dispute resolution**

1. Any disputes arising out of or in connection with the present Contract shall be finally settled in accordance with the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three Arbitrators appointed in accordance with the said rules. The venue of Arbitration will be Vienna Austria. This Contract and the legal relations of the contracting parties shall be governed by and interpreted in accordance with substantive laws of Austria. Arbitration proceedings will be conducted in English language. The arbitration award will be final and binding for both parties and the parties will act accordingly.
2. Any attorney-client privilege and other protection against disclosure of privileged or confidential information, including without limitation, any protection afforded the work-product of any attorney, that could otherwise be claimed by any party shall be available to, and may be claimed by, any such party in any arbitration proceeding. The parties understand and agree that this confidentiality obligation extends to information concerning the fact of any request for arbitration, any ongoing arbitration, as well as

all matters discussed, discovered, or divulged, (whether voluntarily or by compulsion) during the course of such arbitration proceeding. It is the desire of the parties that any Dispute is resolved quickly and at the lowest possible cost, and the Tribunal shall act in a manner consistent with these intentions, including limiting discovery to only that which is absolutely necessary to enable the Tribunal to render a fair decision which reflects the parties' intent set forth in this Contract.

## **IX. Other provisions**

1. The Client is entitled to inspect Snubbing unit and it's equipment to meet industry standard (especially API standards etc.) or appoint third party to do that.
2. The contractor hereby grants to the client and their empowered representatives express assent with taking photographs during carrying out of the Work, on which the contractor's employees or sub suppliers can appear, and with using the photographs for the purposes described below. The photographs shall only be taken for the purposes of ensuring proper fulfillment of this contract and it shall only be used in communication between the contracting parties or by a body that may decide the parties' dispute, in the extent necessary to achieve the above purpose. The client shall take the photographs while respecting personal rights of the people on the photographs, i.e. the photographs shall be modified subsequently to cover the persons' faces so that the persons captured cannot be identified. The contractor hereby undertakes to ensure agreement from their employees and sub suppliers who take part in fulfillment of this contract subject-matter with taking of the above-mentioned photographs, or, if they disagree, the contractor shall inform about this fact. If the contractor fails to meet this contractual obligation, they shall be responsible for any damage and other costs expended by the client in connection with breaching of this obligation. The client hereby undertakes that, when fulfillment of this contract's subject-matter is completed and the mutual obligations of both contracting parties are settled, the client will destroy all the photographs taken in accordance with this provision.
3. The contracting parties have hereby agreed that The Commercial Preconditions on health and safety protection at work, protection of the environment and fire protection (here-in-after called "The Commercial Preconditions") of October 1, 2009, published at <http://www.rwe.cz/cs/onas/dodavatele/obchodni-podminky-pro-dodavatele>, shall be an integral part of this contract. Provisions of the Commercial Preconditions shall be used adequately to the activities carried out, as it is written in the Preconditions. The contractor hereby determines the contact person for the above-mentioned Commercial Preconditions, ....
4. The contractor hereby undertakes that during carrying out the Work, they will comply with the general obligatory legal regulation to ensure safety and health protection, fire-protection regulations as well as regulations to protect the environment, and "Technical preconditions for work and activities in buildings, dangerous premises, and zones close to lines and networks administered by RWE Gas Storage, Ltd" (Annex No. 4 of the Tender Documentation). Before the works start, the manager of the RWE underground gas storage in the respective site must provably acquaint the contractor with the rules of operation of the company RWE Gas Storage, Ltd. and other internal regulations concerning operation of the RWE underground gas storage (UGS) Dolni Dunajovice.

## **X. Final provisions**

1. This Contract is written in 4 originals, 2 originals for each contracting party.
2. If any disputes arising of documents sign by both parties, the validity is set as following:
  - (i) This contract
  - (ii) Annex No. 1 Scope of Work
  - (iii) Annex No. 2 Offer

Annexes:

Annex No. 1 Scope of Work (Annex No.3 of the Tender Documentation)

Annex No. 2 Offer