



# Gas Storage Agreement – the Inverse Storage

(hereinafter referred to as the “Agreement”)

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is concluded between the following parties

## 1) NAFTA a.s.

Votrubova 1, 821 09 Bratislava, the Slovak Republic, incorporated in the Companies Register of the District Court for Bratislava I, Section: Sa, File No.: 4837/B

**Represented by:** [MISSING DATA TO BE INSERTED]  
[MISSING DATA TO BE INSERTED]

Company Reg. No.: 36 286 192  
VAT Reg. No.: SK2022146599  
Tax Reg. No.: 2022146599  
Slovak Reg. No.  
for excise tax  
on natural gas (as tax payer): SK52741300160  
Bank: Komerční banka a.s., pobočka zahraničnej banky  
SWIFT /BIC/: KOMBSKBA  
IBAN: SK84 8100 0001 0701 1890 0207

(hereinafter referred to as “NAFTA” or the “SSO”)

and

## 2) [MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED], incorporated in the Companies Register [MISSING DATA TO BE INSERTED]

**Represented by:** [MISSING DATA TO BE INSERTED]  
[MISSING DATA TO BE INSERTED]

Company Reg. No.: [MISSING DATA TO BE INSERTED]  
VAT Reg. No.: [MISSING DATA TO BE INSERTED]  
Tax Reg. No.: [MISSING DATA TO BE INSERTED]  
Slovak Reg. No.  
for excise tax  
on natural gas (as tax payer): [MISSING DATA TO BE INSERTED]  
Bank: [MISSING DATA TO BE INSERTED]  
SWIFT /BIC/: [MISSING DATA TO BE INSERTED]  
IBAN: [MISSING DATA TO BE INSERTED]

(hereinafter referred to as “[MISSING DATA TO BE INSERTED]” or the “Customer”)

(hereinafter may be referred to individually as the “Party” or collectively as the “Parties”)



**Preamble**

- a) NAFTA as a holder of the licence for the undertaking in natural gas storage business pursuant to the Act No 251/2012 Coll. on Energy (the “Energy Act”), operates the Storage Facility and, for the purpose of enhancing effectiveness thereof, NAFTA holds that higher effectiveness may be achieved by allocating a Storage Capacity together with a right of the Customer to withdraw an agreed amount of gas for a specific period of time, when this agreed amount of gas shall be returned to NAFTA in due time, therefore
- b) As a part of this Agreement, NAFTA sells to the Customer the agreed amount of gas under the terms stipulated below, whereas this gas shall be deemed delivered by NAFTA as the seller to the Customer as the purchaser by crediting of the agreed amount of gas to the Storage Account of the Customer, and
- c) As a part of the separate purchase agreement (“**Purchase Agreement**”), which is signed by the Parties as of this day concurrently with this Agreement and is attached to this Agreement as inseparable exhibit hereto, NAFTA purchases back from the Customer the agreed amount of gas under the terms stipulated therein, whereas this gas must be delivered by the Customer to NAFTA on the day determined by NAFTA in accordance with the Purchase Agreement in Annex No. 2 to this Agreement.

**Article I.  
Subject of the Agreement**

- 1.1 Pursuant to this Agreement, the valid Rules of Operations setting out commercial terms and conditions for access to and use of the gas storage facility of NAFTA a.s. (hereinafter referred to as the “**Rules of Operation**”) and valid Technical Conditions of access and connection to the storage facility of NAFTA a.s. (hereinafter referred to as the “**Technical Conditions**”), the SSO undertakes to grant the Customer the **Inverse Storage** consisting of Firm Flexible Storage Capacity and natural gas sold to the Customer by the SSO in accordance with this Agreement and natural gas sold by the Customer to the SSO in accordance with the Purchase Agreement attached in the Annex No. 2 hereto. The Firm Flexible Storage Capacity shall be provided up to the agreed levels according to par. 1.2 of this Agreement and during the Storage Period according to par. 1.4 of this Agreement. The Customer undertakes to pay to the SSO the agreed price according to Article IV. of this Agreement.
- 1.2 By this Agreement the SSO allows the Customer the access to the Storage Facility and allocates to the Customer the Firm Flexible Storage Capacity in the following extent:

<b>FIRM FLEXIBLE STORAGE CAPACITY</b>	
Maximum Working Volume (MWh)	[MISSING DATA TO BE INSERTED]
Maximum Withdrawal Rate (MW)	[MISSING DATA TO BE INSERTED]



Maximum Injection Rate (MW) | [MISSING DATA TO BE INSERTED]

The Injection and Withdrawal Rates will be available throughout the whole period on the declining curves.

The Injection Rates shall be provided at the maximum level when Working Gas Volume used by the Customer according to this Agreement shall be at the level of 0 - 50 % (including) of allocated Maximum Working Gas Volume and then when Working Gas Volume used by the Customer according to this Agreement shall be at the level of 50 % - 100 % of allocated Maximum Working Gas Volume the Injection Rates shall be linearly decreasing down to the level of 50 % of Maximum Injection Rate at 100 % of allocated Maximum Working Gas Volume.

The Withdrawal Rates shall be provided at the maximum level when Working Gas Volume used by the Customer according to this Agreement shall be at the level of 100 – 50 % of allocated Maximum Working Gas Volume and then when Working Gas Volume used by the Customer according to this Agreement shall be at the level of 50 % (including) - 0 % of allocated Maximum Working Gas Volume the Withdrawal Rates shall be linearly decreasing down to the level of 50 % of Maximum Withdrawal Rate at 0 % of allocated Maximum Working Gas Volume.

The Customer shall not be entitled under this Agreement to inject or withdraw natural gas to/from the Storage Facility before occurrence of the sale of natural gas pursuant to par. 1.3 hereto.

1.3 Subject to par. 2.1 of this Agreement, in addition to allocation of Storage Capacity as defined in par. 1.2 of this Agreement, the SSO shall sell to the Customer, at the beginning of the first Gas Day of provision of Storage Capacity, i.e. at 06:00 CE(S)T on [MISSING DATA TO BE INSERTED], (for avoidance of any doubt, in any case not earlier than on the day following the date when the Customer has delivered to the SSO the originals of instruments specified in par. 2.1 of this Agreement), natural gas of Slovak origin in Storage Facility in the amount of [MISSING DATA TO BE INSERTED] MWh, with the qualitative parameters defined in the Technical Conditions of the SSO (“**Subject of Purchase**”), for the price stipulated in Article V. of the Agreement and the Customer hereby purchases the Subject of Purchase as specified above and undertakes to pay the the price stipulated in Article V. of the Agreement.

1.4 The Storage Services shall be provided for the duration of the following period (such period being the “**Storage Period**”):

	<b>GAS DAY</b>
Beginning of the Storage Period	[MISSING DATA TO BE INSERTED]
End of the Storage Period	[MISSING DATA TO BE INSERTED]



- 1.5 The Customer is obliged to have a **full Storage Account related to this Agreement at the end of the Storage Period**. For avoidance of doubt a natural gas in the same amount as sold to the Customer as Subject of Purchase shall be registered on the Storage Account related to this Agreement at the latest at the end of the Gas Day [MISSING DATA TO BE INSERTED].

## Article II.

### Specific Provisions in Relation to the Sale of the Natural Gas as Part of the Inverse Storage

- 2.1 The SSO hereby sells the Subject of Purchase to the Customer in the amount stated in the par. 1.3 of this Agreement by assigning this amount of natural gas to the Customer's Storage Account associated with this Agreement. The SSO shall assign the Subject of Purchase to the Customer's Storage Account on the day stipulated in the par. 1.3 of this Agreement, however, in any case not earlier than on the day following the date when the Customer has delivered originals of the following instruments to the SSO:
- a) The Bank Guarantee/Parent Company Guarantee issued by [MISSING DATA TO BE INSERTED] and duly signed by respective entity in the form and with the content as stipulated in the Purchase Agreement (Annex No. 2 to the Agreement) (hereinafter also as "**Performance Assurance**"), and
  - b) the Purchase Agreement duly signed by both Parties.

If the above mentioned instruments are delivered after the date stipulated in the par. 1.3 of this Agreement, the assignment of the Subject of Purchase to the Customer's Storage Account shall take place at 06:00 CE(S)T on the day following the day when SSO receives the originals of instruments. Title to the Subject of Purchase shall pass from the SSO to the Customer upon assigning the Subject of Purchase to the Storage Account of the Customer.

- 2.2 The SSO warrants that Subject of Purchase sold and assigned to the Customer's Storage Account in accordance with this Agreement shall be free from any liens, charges, taxes, claims or encumbrances arising on or before when it is withdrawn from the Storage Facility at the Interconnection Point according to Article III. of this Agreement.
- 2.3 Anytime after the execution of this Agreement the SSO shall be entitled to demand and the Customer shall be obliged to deliver within 10 days from the receipt of written notice of the SSO the supplement or replacement of the Performance Assurance to the satisfaction of the SSO in case material adverse change occurs, which means occurrence of any of the following events:



- a) **Expiration or challenge to Performance Assurance.** If any Performance Assurance was terminated, revoked, withdrawn, downgraded, ceasing to be in full force and effect, its validity and effect challenged.
  - b) **Impaired ability to perform.** If in the good faith and reasonable opinion of the SSO the ability of the Customer to perform under this Agreement is materially impaired.
  - c) **Customer Change of Control.** In case a change of control occurred at Customer (whether through merger, reorganization or consolidation or similar transaction, liquidation or dissolution, a sale of shares or other equity interests, or a sale of all or substantially all of assets) through a single transaction or series of related transactions. For the purposes of this Article Control means, in relation to a body corporate, the direct or indirect (through one or more intermediaries) power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person by means of the holding of shares or the exercise of voting power or by virtue of any powers conferred by the constitutional or corporate documents or shareholder or similar agreements.
- 2.4 Unless the Performance Assurance is not supplemented or replaced to the satisfaction of the SSO within 10 days from the receipt of the notice of the SSO, it shall be deemed as a breach of Customer's material obligation with consequences according to the Article VIII. of this Agreement.
- 2.5 The SSO shall be entitled to require the Customer to prove at any time during the term of this Agreement that its professional, technical, personnel and financial capacity to fulfil the obligations under this Agreement and Purchase Agreement (Annex No. 2 to the Agreement) persist. For the purposes of the foregoing, the SSO may request the Customer for the provision of following information and documents:
- a) financial statements and other information about the Customer's assets and its financial situation which the SSO will deem necessary;
  - b) information on the structure of equity holding of the Customer as well as on persons controlling the Customer and controlled by the Customer according to and on any change in the Customer's control;
  - c) details of any existing or impending dispute or proceeding (including judicial, arbitration and administrative proceedings), which could have adverse impact on the fulfilment of the Customer's duties under this Agreement should they result in negative outcome for the Customer;
  - d) information on the Customer's permits, authorisations, and licenses necessary for the fulfilment of the duties under this Agreement.

The Customer shall be obliged to furnish the SSO with the above information or documents in the form required by the SSO without undue delay after delivery of the SSO's request. Should the Customer breaches this duty, it shall be deemed as breach of material obligation with consequences according to the Article VIII. of this Agreement.



**Article III.  
The Interconnection Point[s]**

- 3.1 The Customer is entitled pursuant to this Agreement to use for withdrawal of natural gas from the Storage Facility the Interconnection Point with [MISSING DATA TO BE INSERTED]. The Customer is entitled pursuant to this Agreement to use for injection of natural gas into the Storage Facility the Interconnection Point with [MISSING DATA TO BE INSERTED].
- 3.2 If the use of the Storage Services by the Customer leads to fees for the cross-border use of storage facilities pursuant to the valid E-Control Regulation Commission Ordinance setting the Natural Gas System Charges (Gas System Charges Ordinance 2013) as may be amended from time to time, these fees shall be paid by the Customer.
- 3.3 For every natural gas quantity injected to the Storage Facility from the Interconnection Point with the Virtual Trading Point Austria (and also for transferred natural gas quantities that have been previously injected from the Interconnection Point with the Virtual Trading Point Austria) and consequently withdrawn to the Interconnection Point with the Transmission System the SSO shall apply an additional charge as published in the SSO's Price List.

**Article IV.  
Storage Price**

- 4.1 The SSO and the Customer agree on the following storage price for Firm Flexible Storage Capacity for the entire Storage Period:

Unit Storage Price per 1 MWh (EUR/MWh)	[MISSING DATA TO BE INSERTED]
Storage Price (EUR)	[MISSING DATA TO BE INSERTED]

For the avoidance of any doubts, the Storage Price for the entire Storage Period shall be calculated by multiplying the Unit Storage Price of [MISSING DATA TO BE INSERTED] EUR/MWh and Maximum Working Volume of [MISSING DATA TO BE INSERTED] MWh.

The Storage Price does not include the purchase price for the Subject of Purchase according to this Agreement nor the purchase price for the Subject of Purchase No. 2 according to the Purchase Agreement. The purchase price for the sale of the Subject of Purchase is determined separately in compliance with Article V. of this Agreement and the purchase price for the sale of the Subject of Purchase No. 2 is determined separately in compliance with the Article II. of the Purchase Agreement.



- 4.2 The Firm Flexible Storage Capacity for the Storage Period shall be invoiced monthly by the SSO according to the clause 11.5 a) of the Rules of Operation. Invoicing and payment terms stipulated in the Rules of Operation shall apply to the invoicing and payments related to respective Storage Services, if not agreed otherwise.
- 4.3 For the purposes of Clause 3.2 and 3.3 of this Agreement, within the meaning of Act No. 222/2004 Coll. on value added tax as amended, the fee for the cross border use of storage facilities and the additional charge represent the fees for supply of services, which constitutes repeated supply of services taking place within the agreed periods of time. The related invoices shall be issued within 10 calendar days after the end of the month in which the respective services were provided. The maturity date of the respective invoice is, at the latest, the twenty-eight (28th) day of the calendar month in which the invoice was issued.
- 4.4 The SSO shall add value-added tax to the above prices and fees in compliance with generally binding legal provisions.
- 4.5 The Parties agree that invoices shall be delivered only in the electronic form in pdf via email from SSO's e-mail address: [invoice@nafta.sk](mailto:invoice@nafta.sk) to Customer's e-mail address: [MISSING DATA TO BE INSERTED]. The invoice shall be deemed to be delivered by its sending to the Customer. The Parties agree that sent electronic invoice is considered to be received by the Customer by its sending from SSO's e-mail address to the Customer's e-mail address defined herein. The Customer declares that he has access to the stipulated e-mail address for electronic invoice delivery. The Customer is obliged to take measures to allow delivery of SSO's electronic invoices to the stipulated email address. For the avoidance of any doubts, the Parties agree that Clause 11.12 of the Rules of Operation the second sentence and Clause 11.13 of the Rules of Operation shall not be applied.

**Article V.  
Purchase Price**

- 5.1 The SSO and the Customer agreed on the following Purchase Price for the Subject of Purchase:

<b>PRICE</b>	
<b><i>Purchase Price</i></b>	EUR 5,000.00 (to wit: five thousand euro)

- 5.2 The Purchase Price shall be invoiced by the SSO and respective invoice shall be delivered to the Customer within 14 days following the date of supply of the Subject of Purchase – the date when the Subject of Purchase is assigned to the Customer's Storage Account. Respective invoice shall be issued based on the Delivery Acceptance protocol signed by both Parties and shall be delivered only in the electronic form in



pdf via email from SSO's e-mail address: [invoice@nafta.sk](mailto:invoice@nafta.sk) to Customer's e-mail address: [MISSING DATA TO BE INSERTED]. Respective invoice shall be due within 14 days from the date of its issuance and shall be settled by wire transfer.

- 5.3 Respective Purchase Price is exclusive of value added tax, excise taxes, customs duties and other similar payments laid down by regulations.
- 5.4 The SSO shall add value-added tax to the above Purchase Price in compliance with generally binding legal provisions.

#### **Article VI.**

##### **Agreement's Relation to the Rules of Operation and Technical Conditions**

- 6.1. Unless this Agreement expressly provides alternatively, all definitions and capitalized terms used herein shall have the same meaning as in the Rules of Operation and Technical Conditions.
- 6.2. By signing this Agreement the Customer accepts the mandatory provisions of the Rules of Operations and Technical Conditions.
- 6.3. All of the rights and obligations that are not in addition expressly regulated by this Agreement are governed by the valid and effective Rules of Operation and by the valid and effective Technical Conditions or possible operational agreements.
- 6.4. The Parties are obliged to interpret this Agreement in accordance with the Rules of Operation (as may have been amended in respect of the Inverse Storage by this Agreement) and Technical Conditions.

#### **Article VII.**

##### **Confidentiality**

- 7.1 This Agreement is a confidential document that may not be disclosed to third parties without the prior written consent of the other Party. Information that has been or will be exchanged between the Parties in connection with the performance of the Agreement shall be confidential ("**Confidential Information**") and the Parties may not divulge or otherwise disclose such Confidential Information to any third party.
- 7.2 For the purposes of this Article of the Agreement third parties include also employees of the Parties who, on the basis of their job classification, do not normally need or have access to documents such as this Agreement, or who are not committed to the respective Party by a confidentiality obligation at least to the extent of this paragraph. Third parties, however, do not mean external consultants of the Parties who are involved in the business of the respective Party and at the same time are committed to this Party by a statutory or contractual confidentiality obligation at least to the extent of this paragraph.





- 7.3 Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement:
- a) information which is already lawfully in the possession of the receiving Party; or
  - b) information which, after being obtained by the receiving Party, comes within the public domain other than by reason of any act or omission of the receiving Party or any other person to whom Confidential Information is disclosed pursuant to this Agreement; or
  - c) information which is generally available or revealed to the public; or
  - d) information which is revealed to the receiving Party by a third party, unless such third party is under a duty of non-disclosure; or
  - e) information which the receiving Party or its representatives develop independently of the disclosure; or
  - f) information which the Parties agree in writing is not Confidential Information.
- 7.4 The Parties acknowledge that a breach of the provisions of this Article shall not be deemed to have occurred in the case where a generally binding legal regulation obligates the Party to disclose Confidential Information, or in the case when the disclosure of Confidential Information is required by a governmental or regulatory authority or another body of public authority and such authorities are explicitly entitled to receive such Confidential Information under respective legal regulations.

#### **Article VIII. Events of Default**

- 8.1 The following shall be deemed Events of Default of the Customer under this Agreement:
- a) The Customer proposes to the court a declaration of its bankruptcy or its restructuring.
  - b) The Customer is bankrupt and in connection with the declaration of bankruptcy or its restructuring the respective proceedings are commenced, whereas such proceedings will not be finished until sixty (60) days from their commencement and the SSO, after carefully considering the facts submitted by the Customer, comes to a conclusion that such proceedings could result in a declaration of bankruptcy.
  - c) Court declares the Customer bankrupt or approves the restructuring or rejects the bankruptcy due to insufficient assets of the Customer.



- d) The Customer's General Meeting resolves to wind up the Customer and its liquidation.
  - e) The Customer fails to pay any of its financial obligations towards the SSO under this Agreement or any other agreement concluded with the SSO within ten (10) Business Days following its maturity date.
  - f) The Customer breaches/fails to fulfill any of its material obligations under this Agreement and/or under any other agreement concluded between the Customer and the SSO, including, but not limited to, obligation to deliver to the SSO the Subject of Purchase No. 2 within the deadline, amount, manner and quality agreed in Purchase Agreement (Annex No. 2 to this Agreement), free from any defects or encumbrances etc., and/or any of the Customer's representations or warranties turn out to be incorrect.
  - g) Respective court adopted a valid resolution on dissolution and/or liquidation of the Customer based on court's own motion or based on any third-party motion.
  - h) An enforcement of decision or execution proceedings (at the stage following the issue of an execution order), pursuant to the legal and enforceable decision and/or execution title, is pending with respect to the Customer's assets.
  - i) This Agreement or the Purchase Agreement (Annex No. 2 to this Agreement) is terminated for any cause on the side of the Customer other than fulfillment of the Agreement (e.g. withdrawal by the Customer etc.).
  - j) The Customer failed to supplement and/or replace the Performance Assurance under this Agreement
- 8.2. If any of the above mentioned Events of Default occurred, the SSO shall be entitled to demand from the Customer the delivery of the Subject of Purchase No. 2 to the SSO immediately regardless of the terms of the sale under the Purchase Agreement (Annex No. 2 to the Agreement) and/or to exercise any security instruments it may have and/or withdraw from this Agreement with immediate effect.
- 8.3 In case of failure of the Customer to perform its obligations within the deadlines set forth in this Agreement, the SSO shall be entitled to a default interest of 0,05% from the owed amount per each day of delay until settlement thereof.

## **Article IX. Temporary and Closing Provisions**

- 9.1 This Agreement becomes valid and effective at the moment when it is signed by both Parties.



- 9.2 The Article VII. of this Agreement (Confidentiality) shall continue in full force and effect for 2 (two) years from the expiration of the Storage Period.
- 9.3 Provisions of Articles of Act No. 513/1991 Coll. Slovak Commercial Code, as amended, shall be applied to this Agreement, unless this Agreement stipulates otherwise or unless the relevant provisions are not applicable to this Agreement due to the specifics of the natural gas storage activities. The legal relations arising from this Agreement shall be governed by, interpreted and executed in accordance with the laws of the Slovak Republic. Application of questionable norms, referring to the applicability of other than Slovak law, shall be ruled out.
- 9.4 Any provision of this Agreement shall be interpreted so as to be valid and effective pursuant to the applicable legal regulations. However, should it be unenforceable, invalid or ineffective under the applicable legal regulations, the other provisions of this Agreement shall not be affected. In such a case, the SSO and the Customer shall under the current rules replace the unenforceable, invalid or ineffective provision with another provision the content and purpose of which approximates the content and purpose of the invalid, unenforceable or ineffective provision as best as possible.
- 9.5 With reference to clause 5.1.4 b) of the Rules of Operation the Customer hereby confirms that the natural gas injected to the Storage Facility shall have customs status "Union goods". In case that the natural gas injected to the Storage Facility shall have customs status "non-Union goods", the Customer shall inform the SSO on such customs status at least two days prior the injection.
- 9.6 The Parties may change or complement this Agreement only by written, sequentially numbered amendments to this Agreement, which have to be signed by persons authorized to act on behalf of the Parties. To change the identification data shown on the front page of this Agreement or the contact persons shown in Annex No. 1 to this Agreement, a written notice delivered to the other Party shall be sufficient.
- 9.7 The Parties declares that they are registered as an excise tax payers for natural gas pursuant to Article 35 of Act No. 609/2007 Coll. on excise tax on electricity, coal and natural gas and the amendment to Act No. 98/2004 Coll. on excise tax on mineral oil, as amended (the "Excise Tax Act"). The copies of confirmations (certificates) on such registrations are attached to this Agreement as Annex No. 3 and Annex No. 4. Should the Party's Slovak registration on excise tax on natural gas become invalid or be cancelled or be changed, the respective Party shall be obliged to notify the other Party thereof immediately; however, at the latest within 2 days of any change related to respective registration.
- 9.8 The Customer declares that does not have a fixed establishment for VAT purposes in Slovakia. If the fixed establishment of the Customer for VAT purposes is formed in Slovakia, the Customer shall be obliged to notify the SSO thereof immediately; however, at the latest within 2 days of existence (formation) of fixed establishment.



- 9.9 The Customer declares that the Subject of Purchase shall not be used for his own consumption, but for the trading purposes.
- 9.10 The Customer shall bear the loss, including the obligation to bear the costs related to the tax administrator potentially assessing additional tax, including sanctions, which the SSO has incurred due to the Customer having provided incorrect or incomplete information or where the Customer has failed to immediately notify the SSO of any change concerning the Customer or its representations or obligations contained in this Agreement or carried out on the basis of this Agreement.
- 9.11 The Parties hereby agree that they will take all the necessary steps in order to fulfill all the obligations arising from this Agreement in relation to the Regulation 1227/2011 of the European Parliament and of the Council on the Wholesale Energy Market Integrity and Transparency.
- 9.12 The Parties hereby agree to cooperate in order to fulfill any obligations that may arise from the REMIT legislation.
- 9.13 This Agreement is executed in two originals in English language, of which each Party shall receive one original.
- 9.14 The following Annexes are an integral part of this Agreement:
  - Annex No. 1 - Contact Details of Parties
  - Annex No. 2 - Purchase Agreement
  - Annex No. 3 - Certificate on Slovak registration of the Customer for the payer of excise tax on natural gas
  - Annex No. 4 - Certificate on Slovak registration of the SSO for the payer of excise tax on natural gas

**On behalf of NAFTA a.s.:**

**On behalf of the Customer:**

Bratislava, on .....

[MISSING DATA TO BE INSERTED], on.....

.....

.....

[MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED]

.....

.....



[MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED]

## **Annex No. 1 - Contact Details of Parties to the Gas Storage Agreement - the Inverse Storage**

1. The Parties appoint the following contact persons for commercial issues:

(i) The contact person of NAFTA:

Andrej Kočibal

Tel: +421 2 4024 2529

M: +421 917 926 683

e-mail: [andrej.kocibal@nafta.sk](mailto:andrej.kocibal@nafta.sk)

Petra Bocmanová

Tel: + 421 2 4024 2661

M: +421 907 738 675

e-mail: [petra.bocmanova@nafta.sk](mailto:petra.bocmanova@nafta.sk)

(ii) The contact person of [MISSING DATA TO BE INSERTED]:

2. The Parties appoint the following contact persons for dispatching:

(i) The contact person of NAFTA:

Peter Boychev

Tel: +421 2 4024 2561

+421 34 697 4511

Fax: +421 2 4024 2517

e-mail: [peter.boychev@nafta.sk](mailto:peter.boychev@nafta.sk)

Commercial Dispatching

M: +421 917 658 044

Fax: +421 34 697 4667

e-mail: [commercial.dispatching@nafta.sk](mailto:commercial.dispatching@nafta.sk)

(ii) The contact person of [MISSING DATA TO BE INSERTED]:

3. The Parties appoint the following contact persons for invoicing:

(i) The contact persons of NAFTA:

Ivana Nováčková

Tel: +421 2 4024 2636

M: +421 908 743 603

e-mail: [ivana.novackova@nafta.sk](mailto:ivana.novackova@nafta.sk)

Stanislav Vagaský

Tel: +421 2 4024 2557

M: +421 945 504 927

e-mail: [stanislav.vagasky@nafta.sk](mailto:stanislav.vagasky@nafta.sk)

(ii) The contact person of [MISSING DATA TO BE INSERTED]:



## Purchase Agreement

Annex. No. 2 to the Gas Storage Agreement - the Inverse Storage  
(hereinafter referred to as the "Purchase Agreement")

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is concluded between the following parties:

**1) Purchaser:**

**NAFTA a.s.**

Votrubova 1, 821 09 Bratislava, the Slovak Republic, incorporated in the Companies Register of the District Court for Bratislava I, Section: Sa, File No.: 4837/B

**Represented by:** [MISSING DATA TO BE INSERTED]  
[MISSING DATA TO BE INSERTED]

Company Reg. No.: 36 286 192  
VAT Reg. No.: SK2022146599  
Tax Reg. No.: 2022146599

Slovak Reg. No.

for excise tax

on natural gas (as tax payer): SK52741300160

Bank: Komerční banka a.s., pobočka zahraničnej banky

SWIFT /BIC/: KOMBSKBA

IBAN: SK84 8100 0001 0701 1890 0207

(hereinafter referred to as "NAFTA" or the "SSO")

and

**2) Seller:**

**[MISSING DATA TO BE INSERTED]**

[MISSING DATA TO BE INSERTED], incorporated in the Companies Register [MISSING DATA TO BE INSERTED]

**Represented by:** [MISSING DATA TO BE INSERTED]  
[MISSING DATA TO BE INSERTED]

Company Reg. No.: [MISSING DATA TO BE INSERTED]

VAT Reg. No.: [MISSING DATA TO BE INSERTED]

Tax Reg. No.: [MISSING DATA TO BE INSERTED]

Slovak Reg. No.

for excise tax

on natural gas (as tax payer): [MISSING DATA TO BE INSERTED]

Bank: [MISSING DATA TO BE INSERTED]

SWIFT /BIC/: [MISSING DATA TO BE INSERTED]

IBAN: [MISSING DATA TO BE INSERTED]

(hereinafter referred to as "[MISSING DATA TO BE INSERTED]" or the "Customer")

(hereinafter may be referred to individually as the "Party" or collectively as the "Parties")



### **Preamble**

- a) *Whereas NAFTA and the Customer conclude the Gas Storage Agreement – the Inverse Storage (“**Agreement**”) concurrently with this Purchase Agreement, and*
- b) *Whereas NAFTA by the Gas Storage Agreement – the Inverse Storage provides to the Customer the Storage Services and sells the agreed amount of natural gas, and*
- c) *Whereas it is intended by both Parties that by this Purchase Agreement, NAFTA purchases back from the Customer the same amount of gas under the terms stipulated therein,*

*now therefore the Parties agreed as follows:*

### **Article I. Subject of the Purchase Agreement**

- 1.1 Pursuant to this Purchase Agreement, the Customer sells to the SSO the natural gas of Slovak origin in the amount of [MISSING DATA TO BE INSERTED] MWh with the qualitative parameters defined in the Technical Conditions of the SSO (“**Subject of Purchase No. 2**”) [on the day determined by the SSO in accordance with par. 1.4 below (“**Delivery Day**”)], for the price stipulated in Article II. of this Purchase Agreement and the SSO hereby purchases the Subject of Purchase No. 2 as specified above and undertakes to pay the price stipulated in Article II. of this Purchase Agreement.
- 1.2 The Customer shall fulfill its duty to deliver Subject of Purchase No. 2 to the SSO by holding the balance of Customer’s Storage Account at the end of the Delivery Day in the amount of [MISSING DATA TO BE INSERTED] MWh of natural gas. [The title to the Subject of Purchase No. 2 shall be transferred to the SSO at the Delivery Day in accordance with par. 1.4. of this Purchase Agreement.]
- 1.3 The Customer warrants that Subject of Purchase No. 2 sold and transferred to the SSO in accordance with this Purchase Agreement shall be free from any liens, charges, taxes, claims or encumbrances.
- 1.4 The Parties hereby agree that the delivery of the Subject of Purchase No. 2 shall be at the end of the Storage Period agreed by the Parties in the Agreement, i.e. [MISSING DATA TO BE INSERTED] or any other earlier day in case that any Event of Default according to this Purchase Agreement or Agreement occurs.

### **Article II. Purchase Price**

- 2.1 The SSO and the Customer agreed on the following Purchase Price for the Subject of



Purchase No. 2:

<b>PRICE</b>	
<i>Purchase Price</i>	EUR 5,000.00 (to wit: five thousand euro)

- 2.2 The Purchase Price shall be invoiced by the Customer and respective invoice shall be delivered to the SSO within 14 days following the date of the title transfer to the Subject of Purchase No. 2. Respective invoice shall be issued based on the Delivery Acceptance protocol signed by both Parties and shall be delivered only in the electronic form in pdf via email from Customer's e-mail address: [MISSING DATA TO BE INSERTED] to SSO's e-mail address: [efaktury@nafta.sk](mailto:efaktury@nafta.sk). Respective invoice shall be due within 14 days from the date of its issuance and shall be settled by wire transfer.
- 2.3 Respective Purchase Price is exclusive of value added tax, excise taxes, customs duties and other similar payments laid down by regulations.
- 2.4 The Customer shall add value-added tax to the above Purchase Price in compliance with generally binding legal provisions.

### **Article III.**

#### **Bank Guarantee/Parent Company Guarantee**

- 3.1 The Customer shall submit to the SSO the original of an irrevocable and unconditional Bank Guarantee/Parent Company Guarantee issued by [MISSING DATA TO BE INSERTED] in the form stipulated in Annex No. 2 to the Purchase Agreement in favour of the SSO in an amount of [MISSING DATA TO BE INSERTED] EUR (to wit: [MISSING DATA TO BE INSERTED]euro) (hereinafter referred to as the **"Bank Guarantee/Parent Company Guarantee"** or **"Performance Assurance"**) to secure all obligations of the Customer under this Purchase Agreement and Agreement.
- 3.2 The Bank Guarantee/Parent Company Guarantee shall explicitly state that:
- a) it is valid and effective from [MISSING DATA TO BE INSERTED] until [MISSING DATA TO BE INSERTED] and
  - b) the SSO is entitled to exercise the Bank Guarantee/Parent Company Guarantee if any of the Events of Default according to Article VI. of this Purchase Agreement occurs and
  - c) it is payable by the Bank Guarantee/Parent Company Guarantee upon first demand without any reservations within five (5) business days following receipt of written demand for payment, sent by the SSO and





- d) it is governed by Slovak law.
- 3.3 Exercising the Bank Guarantee/Parent Company Guarantee means a demand of the SSO for payment from the Bank/Parent Company of an amount specified by the SSO to cover the loss, damage or other consequence of Events of Default suffered by the SSO. SSO's demand for payment shall include a statement that one or more of the Events of Default under Article VI. of this Purchase Agreement occurred. For avoidance of any doubts, when submitted a demand, request or statement by the SSO, the Bank/Parent Company shall unconditionally forward the payment to the SSO without any right to question, condition, or investigate the grounds upon which the SSO claims the payment from the Bank Guarantee/Parent Company Guarantee (e.g. the details regarding whether Event of Default actually occurred).
- 3.4 The Customer shall be obliged to maintain the Bank Guarantee/Parent Company Guarantee valid during the entire term as specified above in this Article.
- 3.5 Anytime after the execution of this Purchase Agreement the SSO shall be entitled to demand and the Customer shall be obliged to deliver within 10 days from the receipt of written notice of the SSO the supplement or replacement of the Performance Assurance to the satisfaction of the SSO in case material adverse change occurs, which means occurrence of any of the following events:
- a) **Expiration or challenge to Performance Assurance.**  
If any Performance Assurance was terminated, revoked, withdrawn, downgraded, ceasing to be in full force and effect, its validity and effect challenged.
  - b) **Impaired ability to perform.**  
If in the good faith and reasonable opinion of the SSO the ability of the Customer to perform under this Agreement is materially impaired.
  - c) **Customer Change of Control.**  
In case a change of control occurred at Customer (whether through merger, reorganization or consolidation or similar transaction, liquidation or dissolution, a sale of shares or other equity interests, or a sale of all or substantially all of assets) through a single transaction or series of related transactions. For the purposes of this Article Control means, in relation to a body corporate, the direct or indirect (through one or more intermediaries) power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person by means of the holding of shares or the exercise of voting power or by virtue of any powers conferred by the constitutional or corporate documents or shareholder or similar agreements.
- 3.6 Unless the Performance Assurance is not supplemented or replaced to the satisfaction of the SSO within 10 days from the receipt of the notice of the SSO, it shall be deemed as a breach of Customer's material obligation with consequences according to the Article VI. of this Purchase Agreement.



- 3.7 The SSO shall be entitled to require the Customer to prove at any time during the term of this Purchase Agreement that its professional, technical, personnel and financial capacity to fulfil the obligations under this Purchase Agreement persists. For the purposes of the foregoing, the SSO may request the Customer for the provision of following information and documents:
- a) financial statements and other information about the Customer's assets and its financial situation which the SSO will deem necessary;
  - b) information on the structure of equity holding of the Customer as well as on persons controlling the Customer and controlled by the Customer according to and on any change in the Customer's control;
  - c) details of any existing or impending dispute or proceeding (including judicial, arbitration and administrative proceedings), which could have adverse impact on the fulfilment of the Customer's duties under this Purchase Agreement should they result in negative outcome for the Customer;
  - d) information on the Customer's permits, authorisations, and licenses necessary for the fulfilment of the duties under this Purchase Agreement.
- 3.8 The Customer shall be obliged to furnish the SSO with the above information or documents in the form required by the SSO without undue delay after delivery of the SSO's request. Should the Customer breaches this duty, it shall be deemed as breach of Customer's obligation with consequences according to the Article VI. of this Purchase Agreement.

#### **Article IV.**

##### **Agreement's Relation to the Rules of Operation and Technical Conditions**

- 4.1 Unless this Purchase Agreement expressly provides alternatively, all definitions and capitalized terms used herein shall have the same meaning as in the Rules of Operation setting out commercial terms and conditions for access to and use of the gas storage facility of NAFTA a.s. ("**Rules of Operation**") and Technical Conditions of access and connection to the storage facility of NAFTA a.s. ("**Technical Conditions**").
- 4.2 By signing this Purchase Agreement the Customer accepts the mandatory provisions of the Rules of Operations and Technical Conditions.
- 4.3 All of the rights and obligations that are not in addition expressly regulated by this Purchase Agreement are governed by the valid and effective Rules of Operation and by the valid and effective Technical Conditions or possible operational agreements.
- 4.4 The Parties are obliged to interpret this Purchase Agreement in accordance with the Rules of Operation (as may have been amended in respect of the Inverse Storage by the Agreement) and Technical Conditions.



## **Article V. Confidentiality**

- 5.1 This Purchase Agreement is a confidential document that may not be disclosed to third parties without the prior written consent of the other Party. Information that has been or will be exchanged between the Parties in connection with the performance of the Purchase Agreement shall be confidential (“**Confidential Information**”) and the Parties may not divulge or otherwise disclose such Confidential Information to any third party.
- 5.2 For the purposes of this Article of the Purchase Agreement third parties include also employees of the Parties who, on the basis of their job classification, do not normally need or have access to documents such as this Purchase Agreement, or who are not committed to the respective Party by a confidentiality obligation at least to the extent of this paragraph. Third parties, however, do not mean external consultants of the Parties who are involved in the business of the respective Party and at the same time are committed to this Party by a statutory or contractual confidentiality obligation at least to the extent of this paragraph.
- 5.3 Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Purchase Agreement:
- a) information which is already lawfully in the possession of the receiving Party; or
  - b) information which, after being obtained by the receiving Party, comes within the public domain other than by reason of any act or omission of the receiving Party or any other person to whom confidential information is disclosed pursuant to this Purchase Agreement; or
  - c) information which is generally available or revealed to the public; or
  - d) information which is revealed to the receiving Party by a third party, unless such third party is under a duty of non-disclosure; or
  - e) information which the receiving Party or its representatives develop independently of the disclosure; or
  - f) information which the Parties agree in writing is not Confidential Information.
- 5.4 The Parties acknowledge that a breach of the provisions of this Article shall not be deemed to have occurred in the case where a generally binding legal regulation obligates the Party to disclose Confidential Information, or in the case when the disclosure of Confidential Information is required by a governmental or regulatory authority or another body of public authority and such authorities are explicitly entitled to receive such Confidential Information under respective legal regulations.



## **Article VI. Events of Default**

6.1 The following shall be deemed Events of Default of the Customer under this Purchase Agreement:

- a) The Customer proposes to the court a declaration of its bankruptcy or its restructuring.
- b) The Customer is bankrupt and in connection with the declaration of bankruptcy or its restructuring the respective proceedings are commenced, whereas such proceedings will not be finished until sixty (60) days from their commencement and the SSO, after carefully considering the facts submitted by the Customer, comes to a conclusion that such proceedings could result in a declaration of bankruptcy.
- c) Court declares the Customer bankrupt or approves the restructuring or rejects the bankruptcy due to insufficient assets of the Customer.
- d) The Customer's General Meeting resolves to wind up the Customer and its liquidation.
- e) The Customer breaches/fails to fulfill any of its material obligations under this Purchase Agreement, and/or under any other agreement concluded between the Customer and the SSO, including, but not limited to, obligation to deliver to the SSO the Subject of Purchase No. 2 within the deadline, amount, manner and quality agreed in this Purchase Agreement, free from any defects or encumbrances etc., and/or any of the Customer's representations or warranties turn out to be incorrect.
- f) Respective court adopted a valid resolution on dissolution and/or liquidation of the Customer based on court's own motion or based on any third-party motion.
- g) An enforcement of decision or execution proceedings (at the stage following the issue of an execution order), pursuant to the legal and enforceable decision and/or execution title, is pending with respect to the Customer's assets.
- h) This Purchase Agreement or the Agreement is terminated for any cause on the side of the Customer other than fulfillment of the Purchase Agreement (e.g. withdrawal by the Customer etc.).
- i) The Customer failed to supplement and/or replace the Performance Assurance under this Purchase Agreement.

6.2 If any of the above mentioned Events of Default occurred, the SSO shall be entitled to demand from the Customer the delivery of the Subject of Purchase No. 2 to the SSO immediately regardless of the terms of the sale under this Purchase Agreement and/or



to withdraw from this Purchase Agreement with immediate effect and/or to exercise any security instruments it may have.

- 6.3 In case of failure of the Customer to perform its obligations, the SSO shall be entitled to a default interest of ten thousand EUR per each day of delay with delivery of the Subject of Purchase No. 2 to the SSO.
- 6.4 Upon review of possible foreseeable consequences of breach of obligations arising from this Purchase Agreement the Parties agree that the amount of foreseeable damages and losses is up to [MISSING DATA TO BE INSERTED] EUR (to wit: [MISSING DATA TO BE INSERTED]euro). In case of occurrence of any such damages and/or losses the SSO shall be entitled to settle such damages and/or losses by demanding the compensation from the Customer and/or by application of any security instruments under this Purchase Agreement. Any claims for compensation of losses or damages exceeding the above mentioned amount remain unaffected.
- 6.5 In case the losses or damages incurred by the SSO as a result of any Event of Default are lower than the amount actually received by the SSO based on the security instruments specified in this Purchase Agreement, the SSO shall return the balance to the Customer.

#### **Article VII. Temporary and Closing Provisions**

- 7.1 This Purchase Agreement becomes valid at the moment when it is signed by both Parties.
- 7.2 This Purchase Agreement becomes effective on the moment of assigning the Subject of Purchase to the Customer's Storage Account pursuant to the Agreement. Article V. of this Purchase Agreement (Confidentiality) shall continue in full force and effect for 2 (two) years from the end of the Agreement concluded concurrently with this Purchase Agreement.
- 7.3 Provisions of Articles of Act No. 513/1991 Coll. Slovak Commercial Code, as amended, shall be applied to this Purchase Agreement, unless this Purchase Agreement stipulates otherwise. The legal relations arising from this Purchase Agreement shall be governed by, interpreted and executed in accordance with the laws of the Slovak Republic. Application of questionable norms, referring to the applicability of other than Slovak law, shall be ruled out.
- 7.4 Any provision of this Purchase Agreement shall be interpreted so as to be valid and effective pursuant to the applicable legal regulations. However, should it be unenforceable, invalid or ineffective under the applicable legal regulations, the other provisions of this Purchase Agreement shall not be affected. In such a case, the SSO and the Customer shall under the current rules replace the unenforceable, invalid or ineffective provision with another provision the content and purpose of which



approximates the content and purpose of the invalid, unenforceable or ineffective provision as best as possible.

7.5 The following Annexes are an integral part of this Purchase Agreement:

- Annex No. 1 - Contact Details of Parties;
- Annex No. 2 - Form of Bank Guarantee/Parent Company Guarantee.

7.6 The Parties may change or complement this Purchase Agreement only by written, sequentially numbered amendments to this Purchase Agreement, which have to be signed by persons authorized to act on behalf of the Parties. To change the identification data shown on the front page of this Purchase Agreement or the contact persons shown in Annex No. 1 to this Purchase Agreement, a written notice delivered to the other Party shall be sufficient.

7.7 The Customer shall bear the loss, including the obligation to bear the costs related to the tax administrator potentially assessing additional tax, including sanctions, which the SSO has incurred due to the Customer having provided incorrect or incomplete information or where the Customer has failed to immediately notify the SSO of any change concerning the Customer or its representations or obligations contained in this Purchase Agreement or carried out on the basis of this Purchase Agreement.

7.8 The Parties hereby agree that they will take all the necessary steps in order to fulfill all the obligations arising from this Purchase Agreement in relation to the Regulation 1227/2011 of the European Parliament and of the Council on the Wholesale Energy Market Integrity and Transparency.

7.9 The Parties hereby agree to cooperate in order to fulfill any obligations that may arise from the REMIT legislation.

7.10 This Purchase Agreement is executed in two originals in English language, of which each Party shall receive one original.

**On behalf of NAFTA a.s.:**

**On behalf of the Customer:**

Bratislava, on .....

[MISSING DATA TO BE INSERTED], on.....

.....

.....

[MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED]

.....

.....

[MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED]



## Annex No. 1 to the Purchase Agreement

### Contact Details of Parties

1. The Parties appoint the following contact persons for commercial issues:

(i) The contact person of NAFTA:

Andrej Kočibal

Tel: +421 2 4024 2529

M: +421 917 926 683

e-mail: [andrej.kocibal@nafta.sk](mailto:andrej.kocibal@nafta.sk)

Petra Bocmanová

Tel: + 421 2 4024 2661

M: +421 907 738 675

e-mail: [petra.bocmanova@nafta.sk](mailto:petra.bocmanova@nafta.sk)

(ii) The contact person of [MISSING DATA TO BE INSERTED]:

2. The Parties appoint the following contact persons for dispatching:

(i) The contact person of NAFTA:

Peter Boychev

Tel: +421 2 4024 2561

+421 34 697 4511

Fax: +421 2 4024 2517

e-mail: [peter.boychev@nafta.sk](mailto:peter.boychev@nafta.sk)

Commercial Dispatching

M: +421 917 658 044

Fax: +421 34 697 4667

e-mail: [commercial.dispatching@nafta.sk](mailto:commercial.dispatching@nafta.sk)

(ii) The contact person of [MISSING DATA TO BE INSERTED]:

3. The Parties appoint the following contact persons for invoicing:

(i) The contact persons of NAFTA:

Ivana Nováčková

Tel: +421 2 4024 2636

M: +421 908 743 603

e-mail: [ivana.novackova@nafta.sk](mailto:ivana.novackova@nafta.sk)

Stanislav Vagaský

Tel: +421 2 4024 2557

M: +421 945 504 927

e-mail: [stanislav.vagasky@nafta.sk](mailto:stanislav.vagasky@nafta.sk)

(ii) The contact person of [MISSING DATA TO BE INSERTED]:



**Annex No. 2 to the Purchase Agreement  
BANK GUARANTEE/PARENT COMPANY GUARANTEE**