



Gas Storage Agreement No: [MISSING DATA TO BE INSERTED]
(hereinafter referred to as the **"Agreement"**)

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:

Martin Bartošovič, General Director, based on the Power of Attorney
Ladislav Goryl, UGSD Director, based on the Power of Attorney

Company Reg. No:	36 286 192
VAT Reg. No:	SK2022146599
Tax Reg. No:	2022146599
Bank:	Komerční banka, a.s., the branch of foreign bank
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]
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 a **"Party"** or together as the **"Parties"**)

Article I. Subject of the Agreement

- 1.1 Pursuant to this Agreement, the valid Rules of Operation 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 the 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 storage capacity up to the agreed levels according to Clause 1.2 of this Agreement and to procure the storage of gas during the agreed periods (storage seasons) according to Clause 1.3 of this Agreement and the Customer undertakes to pay to the SSO the agreed price for such storage services according to Article III. of this Agreement.
- 1.2 By this Agreement the SSO allows the Customer, upon his Application, the access to the Storage Facility and allocates to the Customer a Firm Flexible Storage Capacity in the following extent:

FIRM FLEXIBLE STORAGE CAPACITY FOR STORAGE SEASON 1	
Maximum Working Volume (MWh)	[MISSING DATA TO BE INSERTED]
Maximum Injection Rate (MW)	[MISSING DATA TO BE INSERTED]
Maximum Withdrawal Rate (MW)	[MISSING DATA TO BE INSERTED]

FIRM FLEXIBLE STORAGE CAPACITY FOR STORAGE SEASON 2	
Maximum Working Volume (MWh)	[MISSING DATA TO BE INSERTED]
Maximum Injection Rate (MW)	[MISSING DATA TO BE INSERTED]
Maximum Withdrawal Rate (MW)	[MISSING DATA TO BE INSERTED]

FIRM FLEXIBLE STORAGE CAPACITY FOR STORAGE SEASON 3	
Maximum Working Volume (MWh)	[MISSING DATA TO BE INSERTED]
Maximum Injection Rate (MW)	[MISSING DATA TO BE INSERTED]
Maximum Withdrawal Rate (MW)	[MISSING DATA TO BE INSERTED]

The Injection and Withdrawal Rates will be available throughout each storage season on the declining curves.

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

The Withdrawal Rates shall be provided at the maximum level when Working Volume used by the Customer according to this Agreement shall be at the level of 100 % - 50 %

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

- 1.3 The Storage Services (the Firm Flexible Storage Capacity as stated above) shall be provided for the duration of the following storage seasons:

STORAGE SEASON 1	GAS DAY
Beginning of provision of Storage Services	1 April 2023
End of provision of Storage Services	31 March 2024

STORAGE SEASON 2	GAS DAY
Beginning of provision of Storage Services	1 April 2024
End of provision of Storage Services	31 March 2025

STORAGE SEASON 3	GAS DAY
Beginning of provision of Storage Services	1 April 2025
End of provision of Storage Services	31 March 2026

Article II. The Interconnection Point

- 2.1 The Customer is entitled to use for injections of natural gas into the Storage Facility the Interconnection Point with [MISSING DATA TO BE INSERTED] and for withdrawals of natural gas from the Storage Facility the Interconnection Point with [MISSING DATA TO BE INSERTED].
- 2.2 If the use of 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.
- 2.3 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 III. Storage Price

- 3.1 The SSO and the Customer agree that the unit storage price (in EUR/MWh) for the Firm Flexible Storage Capacity (hereinafter referred to as the **“Unit Storage Price”**) and storage price (EUR) for the Firm Flexible Storage Capacity (hereinafter referred to as the **“Storage Price”**) shall be determined for each entire storage season (i.e. Storage Season 1, Storage Season 2 and Storage Season 3) separately.

The Unit Storage Price for respective storage season shall be calculated as described in Clause 3.2 of this Agreement.

The Storage Price for respective storage season shall be calculated as the Unit Storage Price stipulated for respective storage season multiplied by the Maximum Working Volume (MWh) stipulated for respective storage season.

- 3.2 The SSO and the Customer agree that Unit Storage Price for respective storage season shall be calculated as a weighted average of individual unit storage prices (hereinafter referred to individually as the **“Individual Unit Storage Price”** or together as the **“Individual Unit Storage Prices”**) determined and applied during the relevant Call Period (stipulated for respective storage season) separately for each relevant part of the Maximum Working Volume allocated for respective storage season (i.e. for each Working Volume locked for the Spread and related to respective storage season) according to the formula below.

Individual Unit Storage Price (EUR/MWh) = $1.1 * \text{Spread} + X$

Where:

Spread (EUR/MWh) relevant to respective storage season (Spread for respective parts of the Maximum Working Volume allocated for respective storage season) is calculated as a difference between the arithmetic average of Bid and Offer quotes for Winter and Q3 forward contracts pertaining to the respective storage season, published in the ICIS European Spot Gas Markets report, table “VTP Price Assessment”, published after business hours on the day when the Spread Locking Mechanism as defined below has been executed or Fall-back Spread Locking Mechanism as defined below has been applied. The Parties are obliged to accept such Spread for the requested portion of the Maximum Working Volume.

X = [MISSING DATA TO BE INSERTED] EUR/MWh.

- 3.3 The Parties agree that
- the Call Period for the Storage Season 1 is the period starting on the day of execution of this Agreement and ending on 30 June 2023 (including),
 - the Call Period for the Storage Season 2 is the period starting on the day of execution of this Agreement and ending on 30 June 2024 (including),
 - the Call Period for the Storage Season 3 is the period starting on the day of execution of this Agreement and ending on 30 June 2025 (including).

- 3.4 The SSO and the Customer agree that each Spread for relevant parts of Maximum Working Volume shall be determined for the purposes of Individual Unit Storage Price calculation based on the Spread Locking Mechanism stipulated in the Clause 3.5 below or based on the Fall-back Spread Locking Mechanism stipulated in the Clause 3.6 below. If the locked Spread (based on the Spread Locking Mechanism or the Fall-back Spread Locking Mechanism) is negative, then for the purposes of Individual Unit Storage Price calculation the Spread shall be rendered zero.

3.5 Spread Locking Mechanism

The SSO shall request the Customer via email prior to 14:00 CET on any Business Day during the relevant Call Period to lock a binding Spread for respective part of the Maximum Working Volume of relevant storage season (hereinafter referred to as the “Call”). The maximum locking quantity per the Call shall be [MISSING DATA TO BE INSERTED] MWh unless agreed otherwise via email between the Parties.

3.6 Fall-back Spread Locking Mechanism

A minimum of 25 % of the Maximum Working Volume allocated to respective storage season shall be locked for Spread by the last business day of March of relevant Call Period. In case the SSO does not make the Call for any remaining part of the 25 % of the Maximum Working Volume allocated to respective storage season by the end of the Business Day preceding the last five (5) Business Days of March of relevant Call Period (including), then the fall-back Spread for such remaining part of the 25 % of Maximum Working Volume allocated to respective storage season shall be locked automatically using an arithmetic average of Spreads during the last five (5) Business Days of March of relevant Call Period.

Any remaining part of the Maximum Working Volume allocated to respective storage season shall be locked for Spread by the last Business Day of relevant Call Period. In case the SSO does not make the Call for any remaining part of the Maximum Working Volume allocated to respective storage season by the end of the Business Day preceding the last five (5) Business Days of relevant Call Period (including), then the fall-back Spread for such remaining part of the Maximum Working Volume allocated to respective storage season shall be locked automatically using an arithmetic average of Spreads during the last five (5) Business Days of relevant Call Period.

**Article IV.
Invoicing and Payment Terms**

- 4.1 Each Storage Price (i.e. Storage Price for Storage Season 1, Storage Price for Storage Season 2 and Storage Price for Storage Season 3) shall be invoiced monthly by the SSO to the Customer according to the clause 11.5 a) of the Rules of Operation. Payments terms and maturity of respective invoices shall be governed by the Rules of Operation.

If there is any part of Maximum Working Volume allocated to respective storage season with undetermined Individual Unit Storage Price by the beginning of respective storage season, then for the respective part of the Maximum Working Volume the **Interim Individual Unit Storage Price** in the amount of **1.60 EUR/MWh** shall be used for calculation of the preliminary Unit Storage Price for respective storage season and preliminary Storage Price for respective storage season. Such preliminary Storage Price for respective storage season shall be invoiced for the period from the beginning of the respective storage season until the end of relevant Call Period stipulated for the respective storage season except for the case mentioned below.

In case that Individual Unit Storage Prices are determined for the whole Maximum Working Volume allocated to respective storage season by the end of a calendar month, which precedes the calendar month for which the Storage Services for respective storage season shall be invoiced, then the Parties shall settle the difference described below (if any) and the final Storage Price for respective storage season shall be invoiced from then onwards.

If the sum of amounts invoiced with respect to respective storage season using also the Interim Individual Unit Storage Price was greater than the final Storage Price for respective storage season payable for the previous month or months, then the difference shall be payable by the SSO to the Customer based on a credit note issued by the SSO. If the sum of amounts invoiced with respect to respective storage season using also the Interim Individual Unit Storage Price was lower than the final Storage Price for respective storage season payable for the previous month or months, then the difference shall be payable by the Customer to the SSO based on the debit note issued by the SSO.

For the settlement of respective difference related to respective storage season, the SSO shall issue a credit/debit note latest by 5 calendar days after the end of the month in which the final Storage Price for respective storage season has been established. Credit/debit note shall have the same maturity as the monthly invoices (payment terms valid for the Customer shall be applicable for the SSO in case of a credit note).

- 4.2 For the purposes of Clause 2.2 and 2.3 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 (for the fee for the cross border use of storage facilities or the additional charge) 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.
- 4.3 All prices, price components, fees mentioned in this Agreement are exclusive of value added tax. Value added tax shall be invoiced / applied in compliance with generally binding legal provisions.

- 4.4 The Parties agree that all invoices issued by the SSO with respect to this Agreement shall be delivered only in the electronic form in pdf via email from SSO's e-mail address: einvoice@nafta.sk to Customer's e-mail addresses: [MISSING DATA TO BE INSERTED]. The invoice shall be deemed to be delivered by its sending to the Customer. The Parties agree that electronic invoice is considered to be received by the Customer at the time of 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.

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

- 5.1 Unless this Agreement expressly provides alternatively, all definitions and capitalized terms used herein shall have the same meaning as in the Rules of Operation.
- 5.2 By signing this Agreement the Customer accepts the provisions of the Rules of Operations and Technical Conditions.
- 5.3 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.
- 5.4 The Parties are obliged to interpret this Agreement in accordance with the Rules of Operation and Technical Conditions.

Article VI.

Arbitration clause

The Parties agree that if they fail to settle the Dispute and fail to agree otherwise in writing according to the Rules of Operation, the Dispute shall be referred to the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (the "**Arbitration Court**") for arbitration in accordance with the Rules of Operation.

Article VII.

Temporary and Closing Provisions

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

- 7.2 Provisions of Articles of Act No. 513/1991 Coll. Commercial Code, as amended, shall be similarly used for this Agreement if this Agreement does not state otherwise or if 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 Slovak Republic. Application of rules and regulations governing conflict of laws, referring to the applicability of other than Slovak law, shall be ruled out.
- 7.3 The following Annex is an integral part of this Agreement:
Annex No. 1 - Contact Details of Parties.
- 7.4 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.
- 7.5 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.
- 7.6 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 or email addresses for the purposes of delivery of invoices stipulated in this Agreement, a written notice delivered to the other Party shall be sufficient.
- 7.7 The Customer is obliged to provide correct and complete information to the SSO in relation to this Agreement and 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. Should the Customer fail to fulfil these obligations, it shall be liable for any losses incurred by the SSO as a result, including obligation to bear the costs related to possible additional tax imposed by the tax administrator, including penalties.
- 7.8 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.

- 7.9 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.
- 7.10 The Parties hereby agree to cooperate in order to fulfill any obligations that may arise from the REMIT legislation.
- 7.11 This 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 Gas Storage Agreement

Contact Details of Parties

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

(i) The contact persons of NAFTA:

Andrej Kočibal

Tel: +421 2 4024 2529

M: +421 917 926 683

e-mail: andrej.kocibal@nafta.sk

Petra Bocmanová

Tel: + 421 2 4024 2661

M: +421 907 738 675

e-mail: 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

Commercial Dispatching

M: +421 917 658 044

Fax: +421 34 697 4667

e-mail: 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:

Lenka Jakabovičová

Tel: +421 2 4024 2685

M:

e-mail: lenka.jakabovicova@nafta.sk

Stanislav Vagaský

Tel: +421 2 4024 2557

M: +421 945 504 927

e-mail: stanislav.vagasky@nafta.sk

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