

# Gas Storage Agreement

(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. Number: 36 286 192  
VAT Reg. Number: SK2022146599  
Tax Reg. Number: 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. Number: [MISSING DATA TO BE INSERTED]  
VAT Reg. Number: [MISSING DATA TO BE INSERTED]  
Tax Reg. Number: [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 the SSO and the Customer may be referred to individually as the “**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 period 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 the Customer’s Application, the access to the Storage Facility and allocates to the Customer a Firm Flexible Storage Capacity in the following extent:

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

The Injection and Withdrawal Rates will be available throughout the whole Storage Period 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 shall be provided for the duration of the following period (such period being the “**Storage Period**”):

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

## Article II. The Interconnection Point

- 2.1 The Customer is entitled pursuant to the Rules of Operation, Technical Conditions and this Agreement to use for injection of natural gas into the Storage Facility the Interconnection Point with [MISSING DATA TO BE INSERTED] and for withdrawal 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.
- 2.4 **Use of alternative Interconnection Point**  
Notwithstanding the above, the SSO shall have a right to ask the Customer to book and use for injections and withdrawals of natural gas to/from the Storage Facility the Interconnection Point with the Virtual Trading Point Austria via cross-border connection of the Storage Facility with the Transmission System of eustream, a.s. (hereinafter referred to as "**TSO**"). In such case, the Customer shall be obliged to make relevant nominations at the Entry/Exit Interconnection Point Baumgarten in Austria operated by Gas Connect Austria GmbH (hereinafter referred to as "**GCA**"). The SSO shall be obliged to offtake/deliver the natural gas at the Entry/Exit Interconnection Point Baumgarten in Slovakia operated by the TSO and to make relevant nominations with the TSO in relation to cross-border connection to/from the Storage Facility.

The SSO shall bear all charges of GCA and other charges related to offtake/delivery of the gas from/to the Interconnection Point with the Virtual Trading Point Austria via cross-border connection of the Storage Facility with the Transmission System of TSO.

These relevant charges imposed to the Customer by third parties (including GCA) shall be fully reimbursed to the Customer by the SSO against the invoice(s) issued by the Customer and delivered to the SSO. Respective invoices shall be delivered to the SSO within 2 Business Days after the end of month in which the respective services (related to these charges) were provided. Respective invoice shall be due within 14 calendar days from the date of its issuance.

The Parties agree that respective invoices shall be delivered only in the electronic form in pdf via e-mail from Customer's e-mail address: [MISSING DATA TO BE INSERTED] to SSO's e-mail address: [efaktury@nafta.sk](mailto:efaktury@nafta.sk).

### **Article III. Storage Price**

- 3.1 The SSO and the Customer agree on the following storage price 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 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.

- 3.2 The Storage Services for the Storage Period shall be invoiced monthly by the SSO according to the Rules of Operation. Invoicing, payment terms and maturity of invoices related to respective Storage Services shall be governed by the Rules of Operation.
- 3.3 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 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.
- 3.4 All prices and fees mentioned in this Agreement are exclusive of value added tax. The SSO shall add value added tax to the above prices and fees in compliance with generally binding legal provisions.
- 3.5 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](mailto:einvoice@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 the Customer 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 e-mail address.

#### **Article IV.**

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

- 4.1 Unless this Agreement expressly provides alternatively, all definitions and capitalized terms used herein shall have the same meaning as in the Rules of Operation.
- 4.2 By signing this Agreement the Customer accepts the 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 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 Agreement in accordance with the Rules of Operation and Technical Conditions.

#### **Article V.**

##### **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 VI.**

##### **Temporary and Closing Provisions**

- 6.1 This Agreement becomes valid and effective at the moment when it is signed by both Parties.
- 6.2 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.
- 6.3 The following Annex is an integral part of this Agreement:  
Annex No. 1 - Contact Details of Parties.
- 6.4 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.

- 6.5 With reference to 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 The Parties hereby agree to cooperate in order to fulfill any obligations that may arise from the REMIT legislation.
- 6.11 This Agreement is executed in two originals in English language, of which each Party shall receive one original.

The signatures on next page.



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

Bratislava, on .....

**On behalf of the Customer:**

[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]

TEMPLATE

## Gas Storage Agreement

### Annex No. 1 - 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](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:

Lenka Jakabovičová

Tel: +421 2 4024 2685

M: +421 917 977 613

e-mail: [lenka.jakabovicova@nafta.sk](mailto:lenka.jakabovicova@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]: