



**Natural Gas Supply Agreement No:** [MISSING DATA TO BE ADDED]

**(hereinafter referred to as the "Agreement")**

**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
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 “Seller”)

**2. [MISSING DATA TO BE ADDED]**

Registered seat/address and Registration in Companies Register: [MISSING DATA TO BE ADDED]

**Represented by:**

[MISSING DATA TO BE ADDED]  
[MISSING DATA TO BE ADDED]

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

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

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

## I.

### Subject Matter of the Agreement

The Seller hereby undertakes to supply natural gas to the Buyer under the terms and conditions herein and concurrently transfers title to the natural gas to the Buyer. The Buyer hereby undertakes to take over the supplied natural gas and properly and on the time pay the invoiced amounts, i.e. stipulated price with related value added tax and excise tax on natural gas, if invoiced/charged by the Seller.

## II.

### Basic Conditions of Supply

The Parties agree to the following supply of natural gas:

#### 2.1 Purchase Price

The Parties agree that a **unit purchase price** for 1 MWh of supplied natural gas shall be [MISSING DATA TO BE ADDED] (€/MWh).

The **total purchase price** is calculated by multiplying the unit purchase price and the quantity of supplied natural gas over the term of this Agreement.

Prices (unit purchase price and total purchase price) mentioned herein are exclusive of value added tax (hereinafter referred to as “**VAT**”) and excise tax on natural gas. VAT and excise tax on natural gas shall be invoiced/applied at the applicable rate in accordance with generally binding law.

#### 2.2 Quantity

The Buyer shall be obliged to nominate and take over natural gas in the total amount of [MISSING DATA TO BE ADDED] MWh (hereinafter referred to as the “**Contractual Quantity**”) and the Seller shall supply the Buyer during the period specified in Article 2.3 hereof nominated amount of natural gas.

The Buyer shall be obliged to nominate for Gas Days stipulated below and take over natural gas in the daily contractual quantities stipulated below (hereinafter referred to as the “**DCQ**”) and the Seller shall supply to the Buyer during the respective Gas Days nominated quantities of natural gas.

	Gas Day 1 January 2023 - Gas Day 31 March 2023
DCQ (MWh/day)	[MISSING DATA TO BE ADDED]

#### 2.3 Contractual Period

The period during which the natural gas shall be supplied by the Seller and taken over by the Buyer under the terms and conditions herein is the period from the beginning of Gas Day January 1, 2023 to the end of Gas Day March 31, 2023 (hereinafter referred to as the “**Contractual Period**”).

## 2.4 Point of Delivery

The Seller shall deliver to the Buyer during the Contractual Period the natural gas under the terms and conditions herein through the exit point from the upstream production pipeline network with the Distribution System and/or Interconnection Point of the Storage Facility operated by the Seller with the Distribution System as defined in the Technical Conditions (hereinafter referred to as the “**Point of Delivery**”).

The Seller shall be entitled to provide the Buyer with the specific point of delivery – Seller’s Storage Facility (the specific point of delivery and the Point of Delivery together hereinafter refers to as the “**Point of Delivery**”).

The Seller’s Storage Facility may be the Point of Delivery only with the permission of the Seller and in the case that the Buyer has sufficient free storage capacity in its storage account under any Gas Storage Agreement concluded between the Seller and the Buyer. The Seller provides information upon the request of the Buyer about its technical capabilities to supply the gas to the Buyer’s storage account in the Storage Facility, at latest fifteen (15) days prior to the start of the relevant month for the supply of gas.

### III.

#### Other Conditions for Supply

**3.1** The Buyer shall on the previous Gas Day D-1, at latest by 3:00 PM, nominate the quantity of natural gas which the Seller should supply to the Buyer hereunder for the next Gas Day D according to Article 2.2 hereof.

The Seller is entitled to request the Buyer on the previous Gas Day D-1 to renominate the daily nomination for Gas Day D and to allocate the required quantity of natural gas supplied according to the Seller’s individual upstream shipper codes. The Buyer shall accept this and forward a new, adjusted daily nomination. This shall be communicated by the Seller to the Buyer without undue delay.

The Buyer shall accept the Seller’s request to allocate the required quantity of natural gas supplied according to the Seller’s individual upstream shipper codes and forward the new, adjusted daily renomination.

**3.2** Supplied quantities of natural gas shall be confirmed by the Parties in the protocol (hereinafter referred to as the “**Delivery and Acceptance Protocol**”). The Delivery and Acceptance Protocol shall be agreed and signed by the representatives of both Parties at latest by the second working day following the end of each Gas Month wherein natural gas has been supplied under this Agreement. The Parties agree that Delivery and Acceptance Protocols shall be delivered between the Parties in the electronic form in pdf via e-mail.

**3.3** The Seller's obligation to supply and the Buyer’s obligation to take over natural gas are considered to be fulfilled when the gas:

- a) passes at the Point of Delivery from the facilities operated by the Seller to the Distribution Network, if the Point of Delivery is the Distribution Network.

- b) is credited to the Buyer's Storage Account, if the Point of Delivery is the Storage Facility.

For the purposes of this Agreement, crossover of natural gas at the Point of Delivery to the Distribution Network is also the balance when the supplied natural gas is recognized in the Distribution Network operator's imbalance account.

- 3.4** Natural gas supplies at the Point of Delivery shall be operationally managed by the Buyer through his own dispatching, in cooperation with the Seller's commercial dispatching and the Distribution Network operator's dispatching.
- 3.5** The standard and method for measuring and reporting supplied natural gas quantities and quality hereunder shall be governed by the Interconnection Agreement concluded between the Seller and the operator of the Distribution Network, and by the relevant operating rules and technical specifications.
- 3.6** Risk and title to the supplied natural gas passes to the Buyer at the moment when it has been delivered at the Point of Delivery.

#### **IV.**

##### **Invoicing and Payment Terms**

- 4.1** The Parties agree to bill the purchase price for the supplied quantity of natural gas in Euro (€), based on the Delivery and Acceptance Protocol for the relevant Gas Month. For the purposes of invoicing Gas Month represents calendar month. The Seller undertakes to issue the invoice for supply of natural gas for relevant Gas Month, wherein natural gas has been supplied under this Agreement, within five (5) working days from the end of the respective Gas Month. The invoice shall be payable within fourteen (14) days from the date of its issue. VAT and excise tax on natural gas will be invoiced/charged/applied in accordance with generally binding law.
- 4.2** The Parties agree that invoices shall be delivered in the electronic form in pdf via e-mail from Seller's e-mail address: einvoice@nafta.sk to Buyer's e-mail address: [MISSING DATA TO BE ADDED]. The Parties agree that sent electronic invoice is considered to be received by the Buyer by its sending from Seller's e-mail address to the Buyer's e-mail address defined herein. The Buyer declares that the Buyer has access to the stipulated e-mail address for electronic invoice delivery. The Buyer is obliged to take measures to allow delivery of Seller's electronic invoices to the stipulated e-mail address.
- 4.3** All payments based on this Agreement shall be made in Euro (€). The Buyer shall make the payments by bank transfer to the Seller's bank account referred to in the Agreement. The Buyer is obliged to use for payments to the Seller the variable symbols specified by the Seller in the invoices.
- 4.4** The date of payment/the day of the performance of a financial obligation shall be the day of crediting the corresponding amount to the Seller's bank account. If the last day of the due date of payment falls on Saturday, Sunday or public holiday in Slovakia, the due date of payment shall be shifted to the nearest following working day.
- 4.5** In case of failure of the Buyer to perform its financial obligations within the deadlines set forth in the Agreement, the Seller shall be entitled to a default interest of 0.05% from

the owed amount per each day of delay until settlement thereof. The default interest shall be payable within three (3) days from the date of issuance of the invoice (statement of default interest) to the Buyer.

- 4.6** Communication between the Parties regarding this Article IV. shall primarily take place via e-mail, unless the Parties agree otherwise.

## V.

### **Contractual Fines**

- 5.1** In the event of Buyer's failure during the Contractual Period to nominate and/or take over natural gas in DCQs as stipulated in Article 2.2 hereof, the Seller shall be entitled to contractual fine amounting to 100% of the purchase price of unnominated and/or untaken natural gas (calculated by multiplying the unit purchase price stipulated in Article 2.1 of this Agreement and the quantity of unnominated and/or untaken natural gas) and the Buyer shall be committed to pay this contractual fine. The Seller is entitled to bill/ask the contractual fine(s) after the end of Gas Month, in which the Buyer's failure to take over natural gas has occurred. The contractual fine(s) shall be payable within three (3) days from the date of issuance of invoice (statement of contractual fine(s)) / demand for payment. Articles 4.2 - 4.6 hereof shall be applied accordingly.
- 5.2** The Seller shall be entitled to contractual fine amounting to 100% of the purchase price of unnominated and/or untaken natural gas also in case of Seller's withdrawal from the Agreement according to the Article XVI. hereof (calculated by multiplying the unit purchase price stipulated in Article 2.1 of this Agreement and the quantity of unnominated and/or untaken natural gas from the date of withdrawal of the Agreement until the end of agreed Contractual Period) and the Buyer shall be committed to pay this contractual fine. The Seller is entitled to bill/ask the contractual fine(s) after the Seller's withdrawal from the Agreement. The maturity, invoicing and payment terms shall apply as stipulated above in this Article. The payment of contractual fine(s) does not affect the Seller's right to full compensation for incurred damage in the whole extent.

## VI.

### **Liability for Damage**

- 6.1** Each Party undertakes to indemnify the other Party for damage caused by delay, failure of proper performance or other breach of obligations under this Agreement or applicable law.
- 6.2** The Parties agree not to hold the Seller responsible for profits lost by the Buyer and/or for any indirect loss, injury or damage caused as a consequence of this Agreement or in connection herewith.
- 6.3** The Buyer shall bear any loss incurred by the Seller, including the obligation to bear the costs for any adjusted taxes and penalties levied by the tax authorities due to Buyer having provided incorrect or incomplete information, or if the Buyer fails to notify the Seller forthwith of any changes related to him, his representations or obligations contained in this Agreement or made on the basis hereof.

## VII.

### Force Majeure

- 7.1** Force majeure events shall relieve the Parties of the performance of their contractual obligations for as long as such an event or consequences thereof, persist. A Party claiming a force majeure event shall notify the other Party of such force majeure event in writing without undue delay, indicating the time for which the notifying Party expects the force majeure event to persist. The Party that is affected by a force majeure event in performing its obligations hereunder shall also make its best effort to ensure that the force majeure event lasts for the shortest possible time.
- 7.2** Within the meaning of this Article, a force majeure event shall be understood to be an obstacle that has occurred beyond the obligated Party's control and prevents this Party from performing its obligations hereunder if the obligated Party cannot be reasonably expected to avert or overcome the obstacle or the consequences thereof.
- 7.3** Force majeure events shall be deemed in particular, but not exclusively, natural factors, floods, earthquakes, landslides, war or situations similar to war, fire, operating emergencies, explosions and terrorist attacks.
- 7.4** Obstacles arising from the Parties' personal and, specifically, economic situation and obstacles to the performance of a certain contractual obligation which only arose at the time when the obligated Party was in delay with performing such contractual obligation shall not be acknowledged as force majeure events.
- 7.5** Should a force majeure event last for more than seven days the Parties shall enter into negotiations with a view to achieving a solution acceptable for both Parties.
- 7.6** Each of the Parties shall have the right to rescind this Agreement if a force majeure event lasts for more than three months.

## VIII.

### Severability

Each of the provisions of this Agreement shall be interpreted so as to be effective, applicable or enforceable in accordance with the applicable legal regulations. However, should any provision hereof be ineffective, invalid or unenforceable under the applicable legal regulations this shall be without prejudice to the effect, validity or enforceability of the other severable provisions hereof, which shall remain binding and fully effective, valid and enforceable. In the case of such ineffectiveness, invalidity or unenforceability the Parties agree to hold *bona fide* talks and agree on changes or amendments hereto that may be or will be required to carry out the intent of the Agreement and that will replace the ineffective, invalid or unenforceable provisions of this Agreement. The Parties agree that in negotiating such changes or amendments they shall preserve the benefits of this contractual relationship in the proportion in which these benefits existed at the time of the signing of this Agreement.

## IX.

### Communications between the Parties

The Parties have appointed the contact persons below:

#### 9.1 Contact persons for the Seller:

- |    |                                                 |                                         |
|----|-------------------------------------------------|-----------------------------------------|
| a) | For trading purposes:                           |                                         |
|    | Petra Bocmanová                                 | Andrej Kočibal                          |
|    | Tel: +421 2 4024 2661                           | Tel: +421 2 4024 2529                   |
|    | M: +421 907 738 675                             | M: +421 917 926 683                     |
|    | e-mail: petra.bocmanova@nafta.sk                | e-mail: andrej.kocibal@nafta.sk         |
| b) | For dispatching and billing/invoicing purposes: |                                         |
|    | Peter Boychev                                   | Commercial Dispatching                  |
|    | Tel: +421 2 4024 2561                           | M: +421 917 658 044                     |
|    | +421 34 697 4511                                |                                         |
|    | Fax: +421 2 4024 2517                           | Fax: +421 34 697 4667                   |
|    | e-mail: peter.boychev@nafta.sk                  | e-mail: commercial.dispatching@nafta.sk |

#### 9.2 Contact persons for the Buyer:

- a) For trading purposes:  
[MISSING DATA TO BE ADDED]
- b) For dispatching purposes:  
[MISSING DATA TO BE ADDED]
- c) For billing/invoicing purposes:  
[MISSING DATA TO BE ADDED]

## X.

### Other Representations and Warranties

- 10.1** Each Party undertakes, at the request of the other Party and without consideration, to sign, confirm, serve and deliver all other certificates, approvals and other documents, and to take such other actions that may be reasonably required to carry out the transactions and operations contemplated herein.
- 10.2** The Seller represents that the natural gas, which is the subject-matter of this Agreement, either originates in the Slovak Republic or has been released for free circulation in the European Union's internal market.
- 10.3** 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 Regulation (EU) No.

1227/2011 on wholesale energy market integrity and transparency (hereinafter referred to as “REMIT”). The Parties hereby agree to cooperate in order to fulfill any obligations that may arise from the REMIT legislation.

- 10.4** The Buyer is obliged to deliver the original of the Bank Guarantee issued by [MISSING DATA TO BE ADDED] until 31 October 2022. The Bank Guarantee shall explicitly state that:
- a) it is valid and effective from 1 January 2023 until 31 May 2023 in the amount of 1[MISSING DATA TO BE ADDED] EUR;
  - b) the Seller is entitled to exercise Bank Guarantee if the Buyer shall not fulfil his payments obligations;
  - c) it is payable by [MISSING DATA TO BE ADDED] upon first demand for payment sent by the Seller within 5 calendar days and
  - d) it is governed by Slovak law.

## **XI.**

### **Governing Law and Resolution of Disputes**

This Agreement shall be governed by the laws of the Slovak Republic and interpreted in accordance with the legislation of the Slovak Republic (with the exclusion of conflict of law provisions). The Parties shall make a *bona fide* effort to resolve any disputes or differences arising from or in connection with this Agreement or from a breach, termination or nullity of this Agreement or a part thereof. However, if the Parties are unable to reach agreement on a settlement of a dispute within three (3) months of written notification of the start of negotiations, the competent court of jurisdiction in the Slovak Republic shall give final judgment.

## **XII.**

### **Changing a Party to the Agreement**

The Parties undertake not to allow any part hereof, or the Agreement as a whole, to be assigned to a third party without the prior written consent of the other Party.

## **XIII.**

### **Confidentiality**

Information contained in this Agreement and information the Parties exchange in connection therewith are strictly confidential and the Parties are neither permitted to disclose or otherwise provide them to third parties, nor to use them contrary their purpose for their own needs, without the prior written consent of the other Party. The above restriction shall not apply to the provision of confidential information to the Parties' advisors (e.g. auditors, lawyers), provided the advisors are bound by the obligation of confidentiality at least to the extent specified in this Article. The Parties likewise acknowledge that the provisions of this Article shall not have been breached if a Party discloses confidential information in accordance with generally binding legislation or if the disclosure of confidential information is required by a government, regulatory or other public authority and the authority is expressly authorized under applicable laws to receive such information. This duty of confidentiality shall survive for two (2) years after the termination of the Agreement.



#### XIV.

##### Notifications

All notifications in writing hereunder, except for invoices and Delivery and Acceptance Protocols, shall be delivered by post as registered letters or by express courier services to the addresses of the Parties. Notifications shall be considered as delivered to the address of the relevant party, on the day of delivery of a notification, if delivered by courier service or on the day when the delivery of a notification is not successful due to reasons on the side of a addressee or if a notification is sent by post as registered letter, then it shall be considered as delivered on the day of receipt of the notification by the other party, or on the third day following the day after sending the notification, according to which circumstance occurs first.

#### XV.

##### Complaints

**15.1** If either the Parties identifies any faults or discrepancies in the bills/invoices in accordance with the Agreement, resulting from the defect of the measuring instrument, application of incorrect price (rate), numerical or printing mistake, etc., this Party shall deliver to the other Party a written notice requesting rectification of the faulty condition and its remedy (hereinafter referred to as the “**Complaint**”).

The Complaint shall include, namely:

- a) number of the invoice to which the Complaint relates, including variable symbol;
- b) justification of the Complaint; and
- c) other circumstances significant for the Complaint.

**15.2** The asserted Complaint shall not entitle the Buyer to refuse to pay the invoiced amount within its due date of payment. If an overpayment has been identified based on the out-of-court settlement, court settlement or court ruling, the Seller/Buyer shall pay its amount to the account of other Party indicated in this Agreement.

#### XVI.

##### Interruption of Supply and Withdrawal from the Agreement

**16.1** In the event of a substantial breach of the Agreement by the Buyer and/or a substantial breach any agreement which has been concluded between the Buyer as a customer and the Seller as a storage system operator (hereinafter referred to as the “**Storage Agreement**”) the Seller has the right to interrupt supply of natural gas according to the Agreement and/or withdraw from the Agreement. Such interruption shall not be deemed as a Seller’s breach of the Agreement. The Agreement shall be terminated upon delivery of the written notice of withdrawal to the Buyer.

**16.2** A substantial breach of the Agreement shall mean in particular, without limitation, if the Buyer has not made a payment of any amount under the Agreement within two (2) days following its due date and/or if the Buyer has not submitted the Bank Guarantee according to this Agreement. A substantial breach of the Storage Agreement shall mean

in particular, without limitation, if the Buyer as a customer has not made a payment of any amount under the Storage Agreement and/or has not keep the compulsory flows agreed in the Storage Agreement and/or has not purchase natural gas back to the Seller as has been agreed in Purchase Agreement – annex to the Storage Agreement (Inverse Storage).

- 16.3** Either of the Parties has a right to withdraw from the Agreement also in cases stipulated by and in accordance with the applicable generally binding legal regulations.

## **XVII.**

### **Final Provisions**

- 17.1** The Buyer declares that is a registered entity as an excise tax payer 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 (hereinafter referred to as “**Excise Tax Act**”). The copy of confirmation (certificate) on such Buyer’s Slovak registration is attached to this Agreement as Annex No. 4.
- 17.2** The Buyer declares that the Buyer is registered for VAT purposes as VAT payer according to the legislation of [MISSING DATA TO BE ADDED] and for the purposes of the Agreement and VAT purposes the Buyer acts as [MISSING DATA TO BE ADDED] VAT payer with seat or fixed establishment in [MISSING DATA TO BE ADDED] upon [MISSING DATA TO BE ADDED] VAT number. Copy of such Buyer’s VAT registration certificate is attached to this Agreement as Annex No. 5. Further, the Buyer declares that the Buyer does not have fixed establishment for VAT purposes in Slovakia.
- 17.3** Should the Buyer’s Slovak registration on excise tax on natural gas and/or Buyer’s [MISSING DATA TO BE ADDED] VAT registration become invalid or be cancelled or be changed and/or if the fixed establishment of Buyer for VAT purposes is formed in Slovakia, the Buyer shall be obliged to notify the Seller thereof immediately; however, at the latest within 2 days of any change related to these registrations and/or existence (formation) of fixed establishment.
- 17.4** The Buyer declares that the Buyer does not have a seat, place of business and fixed establishment for VAT purposes in Slovakia. If the seat, place of business and/or fixed establishment of the Buyer for VAT purposes is formed in Slovakia, the Buyer shall be obliged to notify the Seller thereof immediately; however, at the latest within 2 calendar days of existence (formation) of seat, place of business and/or fixed establishment.
- 17.5** The Buyer confirms that based on this Agreement the Buyer shall purchase natural gas from the Seller only for the purposes of its further sale.
- 17.6** Headings of individual articles in this Agreement are only indicative and shall have no impact in any way on the interpretation hereof.

**17.7** Changes and amendments hereto shall only be valid if made in writing and signed by authorized representatives of both Parties. To change the identification details of the Parties hereunder or the contact persons shown in Article IX. hereof or e-mail addresses for the purposes of delivery of invoices stipulated in this Agreement, a notice in writing of such change, delivered to the other Party, shall suffice.

**17.8** The Agreement shall come into force and enter into effect on the date of its signature by both Parties.

**17.9** The following Annexes represent integral parts of this Agreement:

**Annex 1** – Definitions

**Annex 2** – Delivery and Acceptance Protocol - Template

**Annex 3** – Form for Remit

**Annex 4** – Certificate on Slovak registration of the Buyer for the payer of excise tax on natural gas

**Annex 5** – VAT registration certificate of the Buyer

Executed in Bratislava, on .....

On behalf of NAFTA a.s.

Executed in/on to be added

[MISSING DATA TO BE ADDED]

.....  
Martin Bartošovič, General Director  
based on the Power of Attorney

.....  
[MISSING DATA TO BE ADDED]

.....  
Ladislav Goryl, UGSD Director  
based on the Power of Attorney

## Annex 1 - DEFINITIONS

- 1.1 “ACER” is the Agency for the Cooperation of Energy Regulators;
- 1.2 “Distribution Network” means the gas distribution facility in the territory of the Slovak Republic operated by SPP – distribúcia, a.s.;
- 1.3 “MWh” is a unit energy amount of natural gas and represents the amount of gas corresponding to 1 MWh of thermal energy released by complete combustion;
- 1.4 “Nomination” means a daily written breakdown of scheduled gas supplies which the Buyer is obliged to send to the Seller according to relevant technical specifications and operating rules;
- 1.5 “Gas Day” means the 24 hours starting at 6:00 am Central European Time; on the day of transition to Central European Summer Time the gas day is 23 hours and on the day of transition to Central European Winter Time the gas day is 25 hours;
- 1.6 “Gas Month” means a time period starting at 6:00 am Central European Time on the first calendar day of the respective calendar month and ending at 6:00 am on the first calendar day of succeeding calendar month;
- 1.7 “REMIT” is Regulation (EU) No. 1227/2011 on wholesale energy market integrity and transparency;
- 1.8 "Shipper Pair" means a pair of anonymous alphanumeric codes specifying the process of delivering and receiving gas. The first part of the user pair identifies the market operator delivering the gas and the second part indicates the market operator receiving the gas.
- 1.9 “Storage Facility” means the facility operated by the Seller, used for the storage of natural gas and supplementary services relating to injection into the storage facility, withdrawal from the storage facility, and treatment and transport of gas to or from the system, with the exception of those parts of the storage facility which are exclusively reserved for Transmission System Operators or Distribution System Operators for the purpose of ensuring their operations, and, also, designated facilities operated by the Linked Storage Facility Operator which are necessary for the purpose of transporting the gas injected into/withdrawn from the Interconnection Point C – MAB/Baumgarten;
- 1.10 “Technical Conditions” means the Technical Conditions of access and connection to the storage facility of NAFTA a.s and Business Conditions for access and utilization of the upstream pipeline network of the company NAFTA a.s. valid during the Contractual Period that NAFTA a.s. is obliged to prepare and publish under the legal regulations in force and effect in the Slovak Republic.

**Annex No.2 – Delivery and Acceptance Protocol - Template**

**Monthly protocol about gas delivery**  
**for [MISSING DATA TO BE INSERTED] from own sources of NAFTA a.s.in the line with the Gas Supply Agreement No. [MISSING DATA TO BE INSERTED]**

For  
 Month            xx/2023

Period from: xx.xx.2023 6:00:00    till: xx.xx.2023 6:00:00

<i>Gas Volume</i>		<i>MWh</i>
<i>Unit Gas Price</i>		<i>EUR/MWh</i>
<i>Total Price</i>		<i>EUR</i>

Date.....

Date.....

.....

.....

NAFTA a.s.

[MISSING DATA TO BE INSERTED]

Daily roster of gas delivery from own sources of NAFTA a.s. for [MISSING DATA TO BE INSERTED] in a line with Gas Supply Agreement No.[MISSING DATA TO BE INSERTED]

xx.2022

Gas Day	Daily gas volume in MWh				
	shipper pair No.1	shipper pair No.2	shipper pair No.3	shipper pair No.4	shipper pair No.5
1	0,000	0,000	0,000	0,000	0,000
2	0,000	0,000	0,000	0,000	0,000
3	0,000	0,000	0,000	0,000	0,000
4	0,000	0,000	0,000	0,000	0,000
5	0,000	0,000	0,000	0,000	0,000
6	0,000	0,000	0,000	0,000	0,000
7	0,000	0,000	0,000	0,000	0,000
8	0,000	0,000	0,000	0,000	0,000
9	0,000	0,000	0,000	0,000	0,000
10	0,000	0,000	0,000	0,000	0,000
11	0,000	0,000	0,000	0,000	0,000
12	0,000	0,000	0,000	0,000	0,000
13	0,000	0,000	0,000	0,000	0,000
14	0,000	0,000	0,000	0,000	0,000
15	0,000	0,000	0,000	0,000	0,000
16	0,000	0,000	0,000	0,000	0,000
17	0,000	0,000	0,000	0,000	0,000
18	0,000	0,000	0,000	0,000	0,000
19	0,000	0,000	0,000	0,000	0,000
20	0,000	0,000	0,000	0,000	0,000
21	0,000	0,000	0,000	0,000	0,000
22	0,000	0,000	0,000	0,000	0,000
23	0,000	0,000	0,000	0,000	0,000
24	0,000	0,000	0,000	0,000	0,000
25	0,000	0,000	0,000	0,000	0,000
26	0,000	0,000	0,000	0,000	0,000
27	0,000	0,000	0,000	0,000	0,000
28	0,000	0,000	0,000	0,000	0,000
29	0,000	0,000	0,000	0,000	0,000
30	0,000	0,000	0,000	0,000	0,000
31	0,000	0,000	0,000	0,000	0,000
<b>TOTAL</b>	<b>0,000</b>	<b>0,000</b>	<b>0,000</b>	<b>0,000</b>	<b>0,000</b>

Processed by: Peter Boychev, date: xx.xx.2023

### Annex 3 – Form for Remit

Excel report generated from XML - Table 1 REMIT			
N	Field Identifier	(buyer side)	(seller side)
<b>Parties to the contract</b>			
1	ID of the market participant or counterparty		
2	Type of code used in field 1		
3	ID of the trader and / or of the market participant or counterparty as identified by the organised market place		
4	ID of the other market participant or counterparty		
5	Type of code used in field 4		
6	Reporting entity ID		
7	Type of code used in field 6		
8	Beneficiary ID		
9	Type of code used in field 8		
10	Trading capacity of the market participant or counterparty in field 1		
11	Buy/sell indicator		
12	Initiator/Aggressor		
<b>Order details</b>			
13	Order ID		
14	Order type		
15	Order Condition		
16	Order Status		
17	Minimum Execution Volume		
18	Price Limit		
19	Undisclosed Volume		
20	Order Duration		
<b>Contract details</b>			
21	Contract ID		
22	Contract Name		
23	Contract type		
24	Energy commodity		
25	Fixing Index or reference price		
26	Settlement method		
27	Organised market place ID/OTC		
28	Contract Trading Hours		
29	Last trading date and time		
<b>Transaction Details</b>			
30	Transaction timestamp		
31	Unique Transaction ID		
32	Linked Transaction ID		
33	Linked Order ID		
34	Voice-brokered		
35	Price		
36	Index Value		
37	Price currency		
38	Notional amount		
39	Notional Currency		
40	Quantity / Volume		
41	Total Notional Contract Quantity		
42	Quantity unit for field 40 and 41		
43	Termination date		
<b>Option details</b>			
44	Option style		
45	Option type		
46	Option Exercise date		
47	Option Strike price		
<b>Delivery profile</b>			
48	Delivery point or zone		
49	Delivery Start Date		
50	Delivery End Date		
51	Duration		
52	Load type		
53	Days of the week		
54	Load Delivery Intervals - Time		
<b>Life cycle information</b>			
58	Action type		

**Annex 4** – Certificate on Slovak registration of the Buyer for the payer of excise tax on natural gas



**Annex 5 – VAT registration certificate of the Buyer**