



# Gas Storage Agreement – the Inverse Storage No. [MISSING DATA TO BE INSERTED]

(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 Commercial Register maintained by the City Court Bratislava III, 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 Commercial 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 the SSO and the Customer may be referred to individually as the “Party” or together 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 (the “**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 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 the **Inverse Storage** consisting of Firm Storage Capacity with adjustable compulsory flows 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 Customer is obliged to withdraw and inject natural gas from / into the Storage Facility in prescribed pattern conforming to the allocated Injection Rate within Injection Period and Withdrawal Rate within Withdrawal Period as specified in this Agreement (“**Compulsory Flows**”), i.e. the SSO provides the Customer with the Firm Storage Capacity with the specified technical parameters of Withdrawal Rate and Withdrawal Period and Injection Rate and Injection Period and the Customer is obliged to strictly keep such stipulated withdrawal and injection of natural gas. Withdrawal Period represents Gas Days specified in this Agreement for which Withdrawal Rates are allocated as stipulated in this Agreement (“**Withdrawal Period**”). Injection Period represents Gas Days specified in this Agreement for which Injection Rates are allocated as stipulated in this Agreement (“**Injection Period**”). The Compulsory Flows may be



adjusted in accordance with the terms and conditions stipulated in Article IV. of this Agreement.

The Firm Storage Capacity with adjustable compulsory flows 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 prices and fees according to 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 Storage Capacity with adjustable compulsory flows in the following extent:

<b>Firm Storage Capacity with adjustable compulsory flows</b>	
Working Volume	[MISSING DATA TO BE INSERTED] MWh
Withdrawal Rate and Withdrawal Period	Firm [MISSING DATA TO BE INSERTED] MW – flat from the beginning of Gas Day 1 October 2024 until the end of Gas Day 31 March 2025
Injection Rate and Injection Period	Firm [MISSING DATA TO BE INSERTED] MW – flat from the beginning of Gas Day 1 April 2025 until the end of Gas Day 30 September 2025

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 Gas Day 1 October 2024 (for avoidance of any doubt, in any case not earlier than at the beginning of Gas 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 in the Storage Facility in the amount of [MISSING DATA TO BE INSERTED] MWh, with the qualitative parameters defined in the Technical Conditions (“**Subject of Purchase**”), for the price stipulated in Article VI. of the Agreement and the Customer hereby purchases the Subject of Purchase as specified above and undertakes to pay the price stipulated in Article VI. of the Agreement.
- 1.4 The Inverse Storage shall be provided for the duration of the following period (such period being the “**Storage Period**”):



Beginning of the Storage Period	beginning of Gas day 1 October 2024
End of the Storage Period	end of Gas Day 30 September 2025

- 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 any 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 30 September 2025.

## 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 at the beginning of Gas Day stipulated in the par. 1.3 of this Agreement, however, in any case not earlier than at the beginning of Gas 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 the beginning of Gas Day following the day when the 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 the Subject of Purchase sold and assigned to the Customer's Storage Account in accordance with this Agreement shall be free from any liens, charges, 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 ten (10) calendar 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 the 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 ten (10) calendar 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 X. 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 the Purchase Agreement (Annex No. 2 to the 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 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 X. of this Agreement.



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

- 3.1 The Customer is entitled pursuant to the Rules of Operation, Technical Conditions and this Agreement to use for withdrawal of natural gas from the Storage Facility the Interconnection Point with [MISSING DATA TO BE INSERTED] and for injection of natural gas into the Storage Facility the Interconnection Point with [MISSING DATA TO BE INSERTED].
- 3.2 MAB CBU Fee  
If the use of Storage Services by the Customer except for use of Individual Services and/or Supplementary Services as defined in the Rules of Operation leads to fees for the cross-border use of Storage Facility 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 SSO. If the use of Individual Services and/or Supplementary Services by the Customer as defined in the Rules of Operation leads to fees for the cross-border use of Storage Facility 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 MAB-EUS Fee  
For every natural gas quantity injected to the Storage Facility from the Interconnection Point with the Virtual Trading Point Austria via WAG/MAB (and also for transferred natural gas quantities that have been previously injected from the Interconnection Point with the Virtual Trading Point Austria via WAG/MAB) and consequently withdrawn to the Interconnection Point with the Transmission System the SSO shall apply an additional fee as published in the SSO's Price list.
- 3.4 MAB Commodity Rate Fee  
The SSO shall charge a commodity rate for system utilization for natural gas injected into the Storage Facility from the Interconnection Point with the Virtual Trading Point Austria via WAG/MAB (Netznutzungsentgelt für die Ausspeisung aus dem Fernleitungsnetz in Speicheranlagen). The commodity rate shall be set according to the amendment No. 4 to the E-Control Regulation Commission Ordinance amending the Gas System Charges ordinance 2013 (Gas-Systemnutzungsentgelte-Verordnung 2013- 4. Novelle 2022) or according to any other amendment or ordinance which may be effective at the time when the commodity rate shall arise. The calculation of the commodity rate shall be taking into account injection and withdrawal of the given Balance Group.
- 3.5 Use of alternative Interconnection Point  
Notwithstanding the above, the SSO shall have a right to ask the Customer to book and use for injection and withdrawal 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. In such case, the Customer shall be obliged to make relevant nominations at the Entry/Exit



Interconnection Point Baumgarten in Austria operated by the Austrian transmission system operator. The SSO shall be obliged to offtake/deliver the natural gas at the Entry/Exit Interconnection Point Baumgarten in Slovakia operated by eustream, a.s. and to make relevant nominations with eustream, a.s. in relation to cross-border connection to/from the Storage Facility.

The SSO shall bear Baumgarten entry/exit fees charged by the respective Austrian transmission system operator. The SSO shall also bear a commodity rate charged by the respective Austrian transmission system operator for system utilization for natural gas withdrawn from the Storage Facility to 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. and the fee for the cross-border use of Storage Facility pursuant to the valid E-Control Regulation Commission Ordinance setting the Natural Gas System Charges (Gas-Systemnutzungsentgelte-Verordnung 2013 in the valid version) as may be amended from time to time.

#### **Article IV.**

##### **Adjustment of Compulsory Flows**

4.1 Based on the current or future favourable market conditions the Customer may request for adjustment of Compulsory Flows. Based on technical conditions and for the purpose of enhancing effectiveness and optimization of Storage Facility operation the SSO may request for adjustment of Compulsory Flows. Respective adjustment requested by the Customer or the SSO (hereinafter referred to as the **"Requesting Party"**) shall be applied only based on the confirmation of the other Party (hereinafter referred to as the **"Confirming Party"**). Number of such adjustments is unlimited. Respective adjustment may be requested only by either of the Requesting Party's authorized persons stipulated in Annex No. 1 to this Agreement. Such request shall be sent/delivered from either of the Requesting Party's e-mail addresses to at least one of the Confirming Party's e-mail addresses stipulated in Annex No. 1 to this Agreement. Confirmation shall be made only by either of the Confirming Party's authorized persons stipulated in Annex No. 1 to this Agreement and shall be sent/delivered from either of the Confirming Party's e-mail addresses to at least one Requesting Party's e-mail address stipulated in Annex No. 1 to this Agreement. If request is confirmed by the Confirming Party, the adjustment of the Compulsory Flows (including the fee for requested adjustment) shall become binding for both Parties and shall be an integral part of this Agreement. Request for adjustment of Compulsory Flows shall contain at least the following:

- a) Description of respective adjustment of Compulsory Flows:
  - adjustment of Injection Rates and/or Withdrawal Rates in MW, and
  - Gas Days for which adjustment of Injection Rates and/or Withdrawal Rates shall be applied.
- b) Identification number of Agreement with respect to which adjustment of Compulsory Flows is requested.
- c) Fee for respective adjustment of Compulsory Flows.

#### **Article V.**



## Storage Price and Fee for adjustment of Compulsory Flows

### 5.1 Storage Price

The Customer shall pay to the SSO the Storage Price in the amount of [MISSING DATA TO BE INSERTED] EUR for the 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 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 (Annex No. 2 to the Agreement). The Purchase Price for the sale of the Subject of Purchase is determined separately in compliance with Article VI. 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 (Annex No. 2 to the Agreement).

### 5.2 Fee for adjustment of Compulsory Flows

The Requesting Party shall pay to the Confirming Party agreed Fee for adjustment of Compulsory Flows.

## Article VI. Purchase Price

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

<b><i>Purchase Price</i></b>	EUR 5,000.00 (to wit: five thousand euro)
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## Article VII. Invoicing and Payment Terms

### 7.1 Storage Price:

The Storage Price shall be invoiced by the SSO to the Customer every month proportionally to the number of Gas Months of the Storage Period. The SSO shall issue and deliver the invoice to the Customer, at the latest, by the fourteenth (14th) calendar day of each month of the Storage Period.

### 7.2 MAB CBU Fee, MAB-EUS Fee and MAB Commodity Rate Fee:





Within the meaning of Act No. 222/2004 Coll. on value added tax as amended, MAB CBU Fee, MAB-EUS Fee and MAB Commodity Rate Fee 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 MAB CBU Fee or MAB-EUS Fee or MAB Commodity Rate Fee) shall be issued by the SSO and delivered to the Customer, at the latest, by the fourteenth (14th) calendar day following the end of the month in which the respective services were provided.

7.3 Fees in case of Use of Alternative Interconnection Point:

Fees stipulated in the par. 3.5 of this Agreement imposed to the Customer by the respective Austrian transmission system operator shall be fully reimbursed to the Customer by the SSO against the invoice(s) issued by the Customer and delivered to the SSO. The Customer shall issue the respective invoices only based on the protocol on fees imposed by the respective Austrian transmission system operator to the Customer for the respective Gas Month signed between the Customer and the SSO. In this protocol the respective fees shall be listed for particular Gas Days and for particular natural gas flows. Respective invoices shall be delivered to the SSO, at the latest, by the fourteenth (14th) calendar day following the end of month in which the respective services (related to these fees) were provided.

7.4 Fee for adjustment of Compulsory Flows:

Fees for adjustments of Compulsory Flows shall be invoiced by the Confirming Party and respective invoice(s) shall be issued and delivered to the Requesting Party, at the latest, by the fourteenth (14th) calendar day following the calendar month in which the Confirming Party confirmed such adjustments. All Fees for all adjustments of Compulsory Flows shall be evidenced/listed in the protocol(s). Corresponding protocol shall be attached to each respective invoice. Each respective invoice must contain identification number of the Agreement with respect to which respective fee(s) for adjustment(s) of Compulsory Flows is(are) related.

7.5 Prices for Individual Services and Supplementary Services:

Prices for Individual Services and Supplementary Services shall be invoiced by the SSO and respective invoice(s) shall be delivered to the Customer, at the latest, by the fourteenth (14th) calendar day of the month following the month in which the respective services were provided.

7.6 Purchase Price

The Purchase Price shall be invoiced by the SSO and respective invoice shall be delivered to the Customer within fourteen (14) calendar 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.

7.7 Maturity of invoices issued by the SSO



Each invoice issued by the SSO to the Customer based on and/or in connection with this Agreement shall have a maturity of fourteen (14) calendar days from the date of its issuance and shall be settled (paid) by the Customer to the SSO by bank transfer.

7.8 Maturity of invoices issued by the Customer

Each invoice issued by the Customer to the SSO based on and/or in connection with this Agreement shall have a maturity of fourteen (14) calendar days from the date of its issuance and shall be settled (paid) by the SSO to the Customer by bank transfer.

7.9 Other Invoicing and Payment Terms

All prices and fees applied on the basis of the Rules of Operation and/or this Agreement (including Fee for adjustment of Compulsory Flows stated in the request for adjustment of Compulsory Flows) are exclusive of value added tax (VAT), excise taxes, customs duties and other similar payments (charges) stipulated by the valid generally binding legal regulations, whereas these shall be invoiced/applied in accordance with the valid generally binding legal regulations. Other Invoicing and Payment Terms shall be applied pursuant to the article 11 of the Rules of Operation accordingly, if not stipulated otherwise herein.

7.10 Delivery of invoices

The Parties agree that invoices shall be delivered only in the electronic form in pdf via e-mail. For purpose of delivery of invoices, the following e-mail addresses shall be used:  
Customer's e-mail address for receiving of invoices: [MISSING DATA TO BE INSERTED]  
Customer's e-mail address for sending of invoices: [MISSING DATA TO BE INSERTED]  
SSO's e-mail address for receiving of invoices: efaktury@nafta.sk  
SSO's e-mail address for sending of invoices: einvoice@nafta.sk

Each Party declares that such Party does have access to its e-mail addresses stated above and the receipt of invoices from the other Party hereto in form mentioned above will not be blocked. Each Party is obliged to take measures to allow delivery of other Party's invoices to the stipulated e-mail address. Each invoice shall be considered as delivered at the moment when it is sent from one Party's e-mail address stipulated above for sending of invoices to other Party's e-mail address stipulated above for receiving of invoices.

**Article VIII.**

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

- 8.1 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.
- 8.2 By signing this Agreement the Customer accepts the provisions of the Rules of Operation and Technical Conditions.



- 8.3 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.
- 8.4 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 IX. Confidentiality**

- 9.1 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.
- 9.2 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 Article. 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 Article.
- 9.3 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.



- 9.4 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 X.  
Events of Default**

- 10.1 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) calendar 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) calendar 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 withdraw and inject natural gas in prescribed pattern conforming to the allocated Withdrawal Rate and Injection Rate or obligation to deliver to the SSO the Subject of Purchase No. 2 within the deadline, amount, manner and quality agreed in the 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.
- 10.2 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.

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

- 11.1 This Agreement becomes valid and effective at the moment when it is signed by both Parties.
- 11.2 The Article IX. of this Agreement (Confidentiality) shall continue in full force and effect for 2 (two) years from the expiration of the Storage Period.
- 11.3 If due to any maintenance on the Storage Facility or adjoining infrastructure or other unforeseen event on the SSO's side the Customer is not able to keep Compulsory Flows, the SSO shall provide the Customer with the make-up Injection Rates and/or Withdrawal Rates. Such make-up Injection Rates and/or Withdrawal Rates are included in the Storage Price.
- 11.4 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.
- 11.5 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.

- 11.6 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 e-mail addresses for the purposes of delivery of invoices stipulated in this Agreement or persons shown in Annex No. 1 to this Agreement, a written notice delivered to the other Party shall be sufficient.
- 11.7 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 (2) calendar days prior the injection.
- 11.8 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 two (2) calendar days of any change related to respective registration.
- 11.9 The Customer declares that the Customer is registered for VAT purposes as VAT payer according to the legislation of [MISSING DATA TO BE INSERTED] and for the purposes of the Agreement and the Purchase Agreement (Annex No. 2 to the Agreement) and VAT purposes the Customer acts as [MISSING DATA TO BE INSERTED] VAT payer with seat or fixed establishment in [MISSING DATA TO BE INSERTED] upon [MISSING DATA TO BE INSERTED] VAT number. Should the Customer’s VAT registration become invalid or be cancelled or be changed, the Customer shall be obliged to notify the SSO thereof immediately; however, at the latest, within two (2) calendar days of any change related to this registration.
- 11.10 The Customer declares that the Customer 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 Customer for VAT purposes is formed in Slovakia, the Customer shall be obliged to notify the SSO thereof immediately; however, at the latest within two (2) calendar days of existence (formation) of seat, place of business and/or fixed establishment.
- 11.11 The Customer declares that the Customer is a tax resident in the country in which the Customer does have its registered office whose address is also stated on the front page of this Agreement. The Customer declares that the Customer is final recipient



(beneficial owner) of income which may be accruing to the Customer based on the Agreement and/or the Purchase Agreement (Annex No. 2 to the Agreement)/in relation to the Agreement and/or the Purchase Agreement (Annex No. 2 to the Agreement) (hereinafter referred to as “**Final recipient of income**”). In the event of a change of the tax residency of the Customer and/or a change of the Final recipient of income, the Customer shall be obliged to notify the SSO, at the latest, within two (2) calendar days of date of occurrence of respective given fact.

- 11.12 At any time after the conclusion of this Agreement and, in necessary cases, even after the termination of this Agreement, the SSO is entitled to require the Customer to submit the relevant certificate on tax residency of the Customer/Final recipient of income, which confirms tax residency of the Customer/Final recipient of income for period, which was specified by the SSO in the SSO’s request. In this case the Customer is obliged to deliver to the SSO the relevant certificate on tax residency of the Customer/Final recipient of income without delay (as soon as possible). As the relevant certificate on tax residency is considered the official form issued by the Tax (Financial) Administration/Authority in relevant country confirming the residency for tax purposes in this country.
- 11.13 The Customer declares that the Customer does not have a permanent establishment in the territory of the Slovak Republic in accordance with the Slovak legislation and the Treaty on Avoidance of Double Taxation between the Slovak Republic and the country where the Customer is the tax resident. The Customer also declares that the Customer has not concluded any agreement (including this Agreement and the Purchase Agreement) on the basis of which pursuant to valid legal regulations a permanent establishment of the Customer in the territory of the Slovak Republic could arise and/or in the Slovak Republic the tax liability of employees or persons working for the Customer in the Slovak Republic could arise. If during the validity of this Agreement and the Purchase Agreement in the territory of the Slovak Republic pursuant to valid legal regulations a permanent establishment and/or the tax liability of employees or persons working for the Customer in the Slovak Republic arises to the Customer or if the Customer concludes an agreement on the basis of which a permanent establishment and/or above mentioned tax liability could be arisen to the Customer, the Customer shall be obliged to notify the SSO thereof immediately; however, at the latest, within two (2) calendar days of date of occurrence of respective given fact.
- 11.14 The Customer declares that the Subject of Purchase shall not be used for his own consumption, but for the trading purposes.
- 11.15 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.



11.16 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.

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

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

11.19 The following Annexes are an integral part of this Agreement:

Annex No. 1 - Persons authorised on behalf of the SSO and the Customer for requesting or confirming adjustment of Compulsory Flows and other contact details of the 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 - Persons authorised on behalf of the SSO and the Customer for requesting or confirming adjustment of Compulsory Flows and other contact details of the Parties

### to the Gas Storage Agreement – the Inverse Storage

- Below stipulated persons are authorised on behalf of the SSO for requesting or confirming adjustment of Compulsory Flows:

Ladislav Barkoci <a href="mailto:ladislav.barkoci@nafta.sk">ladislav.barkoci@nafta.sk</a>
Andrej Kočibal <a href="mailto:andrej.kocibal@nafta.sk">andrej.kocibal@nafta.sk</a>
Pavol Zlacký <a href="mailto:pavol.zlacky@nafta.sk">pavol.zlacky@nafta.sk</a>
Stanislav Vagaský <a href="mailto:stanislav.vagasky@nafta.sk">stanislav.vagasky@nafta.sk</a>

- Below stipulated persons are authorised on behalf of the Customer for requesting or confirming adjustment of Compulsory Flows:

[MISSING DATA TO BE INSERTED]
[MISSING DATA TO BE INSERTED]
[MISSING DATA TO BE INSERTED]

- Other contact details:

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 Customer:

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 Customer:

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

(i) The contact persons of NAFTA:

Zuzana Pešková

Tel: +421 2 4024 2605

M: +421 917 846 728

e-mail: [zuzana.peskova@nafta.sk](mailto:zuzana.peskova@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 Customer:



## 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 Commercial Register maintained by the City Court Bratislava III, 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 Commercial 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 the SSO and the Customer may be referred to individually as the "**Party**" or together 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 in the amount of [MISSING DATA TO BE INSERTED] MWh with the qualitative parameters defined in the Technical Conditions (“**Subject of Purchase No. 2**”) on the date determined by the SSO in accordance with par. 1.4 below (“**Delivery Date**”) 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 the Subject of Purchase No. 2 to the SSO by holding the balance of Customer’s Storage Account on the Delivery Date 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 Date in accordance with par. 1.4. of this Purchase Agreement.
- 1.3 The Customer warrants that the 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 last Gas Day of the Storage Period agreed by the Parties in the Agreement, i.e. at the end of Gas Day 30 September 2025 or any other earlier day in case that any Event of Default according to this Purchase Agreement or the 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>Purchase Price</b>	EUR 5,000.00 (to wit: five thousand euro)
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- 2.2 The Purchase Price shall be invoiced by the Customer and respective invoice shall be delivered to the SSO within fourteen (14) calendar 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 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). Respective invoice shall be due within fourteen (14) calendar days from the date of its issuance and shall be settled by bank 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 the bank with minimum credit rating A-/Parent Company, (hereinafter referred to as the "**Bank Guarantee/Parent Company Guarantee**" or "**Performance Assurance**") in favour of the SSO to secure all obligations of the Customer under this Purchase Agreement and the Agreement. The amount of the Bank Guarantee/Parent Company Guarantee shall be calculated according to the formula:  $FWD * 4.5 * Working\ Volume$  stipulated in Article 1.2 of the Agreement, where FWD means average of bid and ask forward prices for Winter 2025 contract at the VTP Austria as published in ICIS Heren European Spot Gas Markets under the headings "VTP Price Assessment" on 2 September 2024. The Parties shall confirm the amount via e-mail prior to the issuance of the Bank Guarantee/Parent Company Guarantee to secure all obligations of the Customer under this Purchase Agreement and the 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 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. 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 ten (10) calendar 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 Purchase Agreement is materially impaired.
  - c) **Customer Change of Control.**  
In case a change of control occurred at the 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 ten (10) calendar 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 Operation 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 Article. 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 Article.
- 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) calendar 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 to perform the Customer's obligation to deliver the Subject of Purchase No. 2 within the deadline set forth in this Purchase Agreement, the SSO shall be entitled to charge to the Customer the contractual penalty in the amount of EUR 10,000 (ten thousand EUR) per each day of delay and in this case the Customer shall be obliged to pay such contractual penalty to the SSO. By payment of the contractual penalty, the right to claim damages, which occurred to the SSO due to the breach of obligation of the Customer, remain intact.

#### **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 Annex is an integral part of this Purchase Agreement:  
  
Annex No. 1 - Contact Details of Parties.
- 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 e-mail addresses for the purposes of delivery of invoices stipulated in 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 - Contact Details of Parties to the Purchase Agreement**

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:

Zuzana Pešková

Tel: +421 2 4024 2605

M: +421 917 846 728

e-mail: [zuzana.peskova@nafta.sk](mailto:zuzana.peskova@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. 3 - Certificate on Slovak registration of the Customer  
for the payer of excise tax on natural gas  
to the Gas Storage Agreement - the Inverse Storage**

**Annex No. 4 - Certificate on Slovak registration of the SSO  
for the payer of excise tax on natural gas  
to the Gas Storage Agreement - the Inverse Storage**

**Colný úrad Bratislava**  
Miletičova 42, 824 59 Bratislava

Evidenčné číslo: 580080800016

Dátum vydania osvedčenia: 30.6.2008

Naše číslo: 1095274/1/527220/2013

Podľa § 35 zákona č. 609/2007 Z. z. o spotrebnej dani z elektriny, uhlia a zemného plynu a o zmene a doplnení zákona č. 98/2004 Z. z. o spotrebnej dani z minerálneho oleja v znení neskorších predpisov v spojení s § 67 ods. 7 zákona č. 563/2009 Z. z. o správe daní (daňový poriadok) a o zmene a doplnení niektorých zákonov v znení neskorších predpisov vydáva Colný úrad Bratislava

**OSVEDČENIE**

o registrácii na spotrebnú daň zo zemného plynu

pre daňový subjekt:  
obchodné meno: **NAFTA a.s.**  
adresa sídla: **Votrubova 1, 821 09 Bratislava**  
IČO: **36286192**

registrovaný ako

**PLATITEĽ DANE ZO ZEMNÉHO PLYNU**

a prideluje registračné číslo

**SK52741300160**

Daňový subjekt je povinný plniť povinnosti, ktoré mu vyplývajú zo zákona č. 609/2007 Z. z. o spotrebnej dani z elektriny, uhlia a zemného plynu a o zmene a doplnení zákona č. 98/2004 Z. z. o spotrebnej dani z minerálneho oleja v znení neskorších predpisov v znení neskorších predpisov a zo zákona č. 563/2009 Z. z. o správe daní (daňový poriadok) a o zmene a doplnení niektorých zákonov v znení neskorších predpisov.

**Poučenie:**

Proti tomuto osvedčeniu podľa § 67 ods. 7 zákona č. 563/2009 Z. z. o správe daní (daňový poriadok) a o zmene a doplnení niektorých zákonov v znení neskorších predpisov nemožno podať odvolanie.



pplk. Mgr. Tomáš Prochocký  
riaditeľ Colného úradu Bratislava