



Gas Storage Agreement No. [MISSING DATA TO BE INSERTED]

(hereinafter referred to as the “**Agreement**”)

is concluded between the following parties:

1) **NAFTA a.s.**

Votrubova 1, 821 09 Bratislava, the Slovak Republic, incorporated in the Commercial Register maintained by the City Court Bratislava III, Section: Sa, File No.: 4837/B

Represented by:

Ladislav Goryl, Chief Executive Officer, based on the Power of Attorney

Ladislav Barkoci, Chief Commercial Officer, based on the Power of Attorney

Company Reg. No.:	36 286 192
VAT Reg. No.:	SK2022146599
Tax Reg. No.:	2022146599
Bank:	Komerční banka, a.s., 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]
Bank:	[MISSING DATA TO BE INSERTED]
SWIFT/BIC/:	[MISSING DATA TO BE INSERTED]
IBAN:	[MISSING DATA TO BE INSERTED]

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

Hereinafter the SSO and the Customer may be referred to individually as the “**Party**” or together as the “**Parties**”.

Article I. Subject of the Agreement

- 1.1 Pursuant to this Agreement, the valid Rules of Operation setting out commercial terms and conditions for access to and use of the gas storage facility of NAFTA a.s. (hereinafter referred to as the “**Rules of Operation**”) and the valid Technical Conditions of access and connection to the storage facility of NAFTA a.s. (hereinafter referred to as the “**Technical Conditions**”), the SSO undertakes to grant the Customer Storage Capacity up to the agreed levels according to Annex No. 1 to this Agreement and to provide the storage of gas during the Storage Period according to Annex No. 1 to this Agreement and the Customer undertakes to pay to the SSO the agreed price according to Article III. of this Agreement.

Article II. Delivery Point(s)

- 2.1 Pursuant to the Rules of Operation, Technical Conditions and this Agreement, the Customer is entitled to use the delivery point(s) stipulated in Annex No. 1 to this Agreement (“**Delivery Point(s)**”) for the injection of gas into the Storage Facility and for the withdrawal of gas from the Storage Facility.

2.2 **Use of alternative Delivery Point** *(Applies only for the Deliver Point - Combination 3)*

Notwithstanding the above, the SSO has the right to request the Customer to book and use the alternative Delivery Point Baumgarten for injection and/or withdrawal of gas into/from the Storage Facility and the Customer is obliged to use such alternative Delivery Point, as requested by the SSO.

In the event that the SSO requests the Customer to book and use the alternative Delivery Point Baumgarten, then point 4.1.3 of the Rules of Operation and the following provisions shall apply:

- In case that the SSO requests the Customer to book and use the alternative Delivery Point Baumgarten for injection of gas into the Storage facility, the SSO bears Baumgarten exit fees charged by the respective Austrian transmission system operator.
- In case that the SSO requests the Customer to book and use the alternative Delivery Point Baumgarten for withdrawal of gas from the Storage facility, the SSO bears the following fees:
 1. Baumgarten entry fees charged by the respective Austrian transmission system operator; and/or
 2. the commodity rate charged by the respective Austrian transmission system operator for system utilization for gas withdrawn from the Storage Facility to the Delivery Point Baumgarten in accordance with the Austrian legislation; and/or
 3. the fee for cross-border usage 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.

- If the fees mentioned above are imposed on the Customer by the respective Austrian transmission system operator, the fees 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 on the Customer by the respective Austrian transmission system operator for the respective Gas Month, which shall be signed by the Customer and the SSO. In the protocol, the respective fees shall be listed for particular Gas Days and gas flows.

Article III. Storage Price

- 3.1 The SSO and the Customer agree on the Unit Storage Price and the Storage Price for the Storage Capacity for the entire Storage Period as stipulated in Annex No. 1 to this Agreement.

For the avoidance of doubt, the Storage Price for the entire Storage Period shall be calculated by multiplying the Unit Storage Price stipulated in Annex No. 1 to this Agreement and the Maximum Working Volume stipulated in Annex No. 1 to this Agreement.

Article IV. Invoicing and Payment Terms

- 4.1 In relation to the Storage Price stipulated in section 3.1 of this Agreement, the method of invoicing and the deadline for issuing and delivering an invoice shall be as specified in point 11.10 a) of the Rules of Operation.
- 4.2 In relation to the special fees according to point 4.4 of the Rules of Operation, the method of invoicing and the deadline for issuing and delivering an invoice shall be as specified in point 11.10 c) of the Rules of Operation.
- 4.3 In relation to the reimbursement of the fees associated with the use of the alternative Delivery Point as stipulated in section 2.2 of this Agreement, the method of invoicing and the deadline for issuing and delivering an invoice shall be as specified in point 11.10 c) of the Rules of Operation. **(Applies only for the Deliver Point - Combination 3)**
- 4.4 Following point 11.17 of the Rules of Operation, the SSO and the Customer agree that the following e-mail addresses shall be used for the purpose of delivering invoices:
- Customer's e-mail address for receiving invoices: [MISSING DATA TO BE INSERTED]
Customer's e-mail address for sending invoices: [MISSING DATA TO BE INSERTED]
SSO's e-mail address for receiving invoices: efaktury@nafta.sk
SSO's e-mail address for sending invoices: einvoice@nafta.sk
- 4.5 Unless this Agreement stipulates otherwise, other invoicing and payment terms with respect to this Agreement shall be applied pursuant to Article 11 of the Rules of Operation.

Article V.

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

- 5.1 Unless expressly provided otherwise in this Agreement, all definitions and capitalized terms used herein shall have the same meaning as in the Rules of Operation.
- 5.2 By signing this Agreement, the Customer accepts the Rules of Operation and the Technical Conditions and these form an integral part of this Agreement.
- 5.3 All rights and obligations that are not expressly regulated by this Agreement are, in addition, governed by the valid and effective Rules of Operation and by the valid and effective Technical Conditions or by other possible operational agreements.
- 5.4 The Parties are obliged to interpret this Agreement in accordance with the Rules of Operation and Technical Conditions.

Article VI.

Temporary and Closing Provisions

- 6.1 This Agreement shall be valid and effective from the date of its signature by both Parties.
- 6.2 The provisions of articles of Act No. 513/1991 Coll. Commercial Code, as amended, shall apply to this Agreement unless stated otherwise herein or if the relevant provisions are not applicable to this Agreement due to the specifics of gas storage activities. The legal relations arising from this Agreement shall be governed by, interpreted, and executed in accordance with the laws of Slovak Republic. The application of rules and regulations governing conflict of laws, referring to the applicability of laws other than Slovak law, shall be ruled out.
- 6.3 The following Annexes are integral parts of this Agreement:
 - Annex No. 1 - Allocated Storage Capacity Specifications
 - Annex No. 2 - Contact Details of Parties
- 6.4 Any provision of this Agreement shall be interpreted to be valid and effective pursuant to the applicable legal regulations. However, if any provision is found to be unenforceable, invalid or ineffective under these regulations, the remaining provisions of this Agreement shall remain unaffected. In such instances, the SSO and the Customer agree to replace the unenforceable, invalid, or ineffective provision with a new provision. This new provision shall, to the greatest extent possible, reflect the original intention and purpose of the replaced provision, in accordance with the current rules.
- 6.5 The Customer is obliged to inject into the Storage Facility only gas which shall have the customs status of "Union goods" and hereby confirms that it shall comply with this requirement.
- 6.6 The Parties declare that they are taxable persons acting in capacity of a taxable person when fulfilling their obligations stipulated by this Agreement.

- 6.7 The Customer declares that it is registered for VAT purposes as a VAT payer according to the legislation of [MISSING DATA TO BE INSERTED] and for the purposes of this Agreement and for VAT purposes the Customer acts as a [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 stated on the first page of this Agreement. Should there be any change to the Customer's declaration above and/or [MISSING DATA TO BE INSERTED] VAT registration, including invalidation, cancellation, or change, the Customer is obliged to notify the SSO immediately, and no later than two (2) calendar days after any such change.
- 6.8 The Customer declares that it does not have a seat, a place of business and a 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, and no later than two (2) calendar days after the formation of the seat, place of business and/or fixed establishment.
- 6.9 Unless stipulated otherwise in this Agreement and/or the Rules of Operation, any changes or additions to this Agreement must be made only through written amendments, which must be signed by the persons authorized to act on behalf of the Parties.
- 6.10 To change the identification data stated on the first page of this Agreement (except for the bank account details) or the contact persons shown in Annex No. 2 to this Agreement, a unilateral written notice delivered to the other Party shall be sufficient.
- 6.11 For changes to the e-mail addresses for receiving and/or sending invoices for the purposes of this Agreement, point 11.18 of the Rules of Operation shall be applied. For changes to the bank account details for the purposes of this Agreement, point 11.15 of the Rules of Operation shall be applied.
- If a written notice according to this section of this Agreement is sent via e-mail, it must originate from any e-mail address of one Party specified in Annex No. 2 to this Agreement and be sent to the e-mail address(es) of the other Party's contact person(s) for invoicing specified in Annex No. 2 to this Agreement. Additionally, at least one of the other Party's contact persons for commercial issues specified in Annex No. 2 to this Agreement must be copied on the e-mail. In addition, the respective written notice regarding the change of bank account details shall be signed by electronic signature (using DocuSign system or a similar electronic signature system).
- 6.12 The Parties hereby agree that they will take all necessary steps in order to fulfil all obligations arising from this Agreement in relation to the Regulation No. 1227/2011 of the European Parliament and of the Council on the Wholesale Energy Market Integrity and Transparency and that they will cooperate in order to fulfil any obligations that may arise from this legislation as may be amended from time to time as well as any other legislation, guidance and rules related to it.
- 6.13 This Agreement is executed in two **original copies** in English language, with each Party receiving one original. / The Parties agree to sign this Agreement by **DocuSign**

eSignature, which shall be considered as conclusive evidence of their intention to be bound by this Agreement as a manuscript signature would be.

On behalf of NAFTA a.s.:

Bratislava, on

.....
Ladislav Goryl
Chief Executive Officer
based on the Power of Attorney

.....
Ladislav Barkoci
Chief Commercial Officer
based on the Power of Attorney

On behalf of the Customer:

[MISSING DATA TO BE INSERTED], on

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

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

Gas Storage Agreement

Annex No. 1 - Allocated Storage Capacity Specifications

Storage Capacity	Flexible Storage Capacity Flexible Storage Capacity shall be provided as Firm Storage Capacity.
Maximum Working Volume	[MISSING DATA TO BE INSERTED] MWh
Maximum Injection Rate	[MISSING DATA TO BE INSERTED] MWh/Gas Day The Injection Rate is determined by the following Injection Rate Curve: - For a Storage Account fullness between 0% and 50% (inclusive) of the Maximum Working Volume, the Injection Rate is a flat [MISSING DATA TO BE INSERTED] MWh/Gas Day. - For a Storage Account fullness between 50% and 100% of the Maximum Working Volume, the Injection Rate shall decline linearly from [MISSING DATA TO BE INSERTED] MWh/Gas Day to [MISSING DATA TO BE INSERTED] MWh/Gas Day.
Maximum Withdrawal Rate	[MISSING DATA TO BE INSERTED] MWh/Gas Day The Withdrawal Rate is determined by the following Withdrawal Rate Curve: - For a Storage Account fullness between 100% and 50% (inclusive) of the Maximum Working Volume, the Withdrawal Rate is a flat [MISSING DATA TO BE INSERTED] MWh/Gas Day. - For a Storage Account fullness between 50% and 0% of the Maximum Working Volume, the Withdrawal Rate shall decline linearly from [MISSING DATA TO BE INSERTED] MWh/Gas Day to [MISSING DATA TO BE INSERTED] MWh/Gas Day.
Storage Period	From the beginning of Gas Day [MISSING DATA TO BE INSERTED] until the end of Gas Day [MISSING DATA TO BE INSERTED]
Delivery Point(s) for injection	[MISSING DATA TO BE INSERTED]
Delivery Point(s) for withdrawal	[MISSING DATA TO BE INSERTED]
Unit Storage Price	[MISSING DATA TO BE INSERTED] EUR/MWh
Storage Price	[MISSING DATA TO BE INSERTED] EUR

Gas Storage Agreement

Annex No. 2 - Contact Details of Parties

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

(i) The contact person(s) of NAFTA:

Andrej Kočibal

Tel: +421 2 4024 2529

M: +421 917 926 683

e-mail: andrej.kocibal@nafta.sk

Petra Bocmanová

Tel: +421 2 4024 2661

M: +421 907 738 675

e-mail: petra.bocmanova@nafta.sk

Zuzana Pešková

Tel: +421 2 4024 2605

M: +421 917 846 728

e-mail: zuzana.peskova@nafta.sk

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

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

(i) The contact person(s) of NAFTA:

Peter Boychev

Tel: +421 2 4024 2561

+421 34 697 4511

M: +421 905 352 798

e-mail: peter.boychev@nafta.sk

Commercial Dispatching

M: +421 917 658 044

e-mail: commercial.dispatching@nafta.sk

Radovan Predajňa

Tel: +421 34 697 4569

M: +421 905 465 635

e-mail: radovan.predajna@nafta.sk

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

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

(i) The contact person(s) of NAFTA:

Veronika Záhradníková

Tel: +421 2 4024 2607

M: +421 908 776 267

e-mail: veronika.zahradnikova@nafta.sk

Stanislav Vagaský

Tel: +421 2 4024 2557

M: +421 945 504 927

e-mail: stanislav.vagasky@nafta.sk

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

DRAFT