RULES OF OPERATION

SETTING OUT COMMERCIAL TERMS AND CONDITIONS FOR ACCESS TO AND USE OF THE GAS STORAGE FACILITY OF NAFTA a.s.

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1 INTRODUCTION

Unless otherwise stated, capitalized terms shall have the same meaning throughout these Rules of Operation and in the Gas Storage Agreement and the Technical Conditions as the terms defined in Article 16 or in the text of these Rules of Operation.

2 STORAGE SERVICES

The SSO offers the following Storage Services:

2.1 Storage Capacity

Under the Gas Storage Agreement, the SSO provides Storage Capacity as:

(a) **Flexible Storage Capacity**
(b) **Seasonal Storage Capacity**
(c) **Storage Capacity with Compulsory Flows**
(d) **Storage Capacity with Adjustable Compulsory Flows**

2.1.1 Flexible Storage Capacity

Flexible Storage Capacity means Storage Capacity (with specified technical parameters, Storage Period and Delivery Points) that entitles the Customer to inject gas into the Storage Facility and withdraw gas from the Storage Facility during the Storage Period at the Customer's discretion up to the maximum Injection Rate and the maximum Withdrawal Rate agreed in the Gas Storage Agreement (hereinafter referred to as the **"Flexible Storage Capacity"**).

2.1.2 Seasonal Storage Capacity

Seasonal Storage Capacity means Storage Capacity (with specified technical parameters, Storage Period and Delivery Points) that entitles the Customer to inject gas into the Storage Facility up to the maximum Injection Rate agreed in the Gas Storage Agreement only during the Injection Period and to withdraw gas from the Storage Facility up to the maximum Withdrawal Rate agreed in the Gas Storage Agreement only during the Withdrawal Period (hereinafter referred to as the **"Seasonal Storage Capacity"**).

2.1.3 Storage Capacity with Compulsory Flows

Storage Capacity with Compulsory Flows means Storage Capacity (with specified technical parameters, Storage Period and Delivery Points) under which the Customer injects and/or withdraws gas into/from the Storage Facility only in accordance with the profile (prescribed regime) agreed in the Gas Storage Agreement, whereby the Customer is obliged to inject and/or withdraw gas into/from the Storage Facility in the prescribed regime in accordance with the allocated Injection Rate and/or Withdrawal Rate during the Gas Days/periods specified in the Gas Storage Agreement (hereinafter referred to as the **"Storage Capacity with Compulsory Flows"**).

2.1.4 Storage Capacity with Adjustable Compulsory Flows

Storage Capacity with Adjustable Compulsory Flows means Storage Capacity with compulsory flows within which the Customer or, for the purpose of increasing efficiency and optimization of

the operation of the Storage Facility, also the SSO, may request the other party to adjust the profile (prescribed regime) of injection and/or withdrawal of gas into/from the Storage Facility (i.e. to adjust the compulsory flows) in the manner set out in the Gas Storage Agreement (hereinafter referred to as the **"Storage Capacity with Adjustable Compulsory Flows"**).

2.2 Structured Services

Under the Gas Storage Agreement, the SSO also provides the following services (hereinafter as **"Structured Services"**):

(a) **Inverse Storage**
(b) **Option on Storage Service**

2.2.1 Inverse Storage ~~Inverse storage is a service by which the Customer is allocated Storage Capacity with a full Storage Account on the first Gas Day of the Storage Period and the Customer is obliged to also end his Storage Period with a full Storage Account on its last Gas Day, unless agreed otherwise~~

Inverse Storage is a service under which the SSO provides the Customer with Storage Capacity together with gas available from the beginning of the Storage Period under the conditions agreed in the Gas Storage Agreement, whereby the Customer is entitled and/or obliged to withdraw from the Storage Facility and/or inject into the Storage Facility the agreed amount of gas during the Storage Period in accordance with the Gas Storage Agreement. The Customer is also obliged to ensure the return of an amount of gas corresponding to the amount of gas provided to the Customer no later than by the end of the Storage Period.

The SSO can offer Inverse Storage to a limited extent based on optimizing the operation of its geological structures.

The SSO provides Inverse Storage depending on the type of Storage Capacity as:

(a) **Flexible Inverse Storage** - with Flexible Storage Capacity
(b) **Seasonal Inverse Storage** - with Seasonal Storage Capacity
(c) **Inverse Storage with Compulsory Flows** - with Storage Capacity with Compulsory Flows
(d) **Inverse Storage with Adjustable Compulsory Flows** - with Storage Capacity with Adjustable Compulsory Flows

2.2.2. Option on Storage Service

With Option on Storage Service, the SSO provides the Customer with the possibility to exercise the right to be provided with a Storage Service on contractually agreed terms and conditions with the SSO during the exercise period.

2.3 Individual Services

The SSO provides also the following individual services (hereinafter as **"Individual Services"**), depending on its technical and operational possibilities:

(a) **Additional Working Volume**
(b) **Additional Injection Rate and Additional Withdrawal Rate**
(c) **Day-Ahead Injection Rate and Day-Ahead Withdrawal Rate**
(d) **Within-Day Injection Rate and Within-Day Withdrawal Rate**

Individual Services can only be provided in relation to a valid Gas Storage Agreement and for a price in accordance with the Gas Storage Agreement and/or the Price List.

The Customer has the right to apply for the allocation of an Individual Service by means of an Application (online form) published on the Website under the Customer Domain section or by Nomination/Renomination as set out below.

The allocation of an Individual Service is subject to a prior written consent of the SSO and to the fulfillment of conditions set out in these Rules of Operation.

The SSO shall have the right to refuse an Application or a Nomination/Renomination of an Individual Service, in particular if such a request is not in accordance with these Rules of Operation and/or the Technical Conditions and/or is not technically feasible and/or if, in the event of its realization, the entity to which the service is provided would obtain an undue advantage over the rights originally agreed upon in the Gas Storage Agreement and/or if the Customer is in delay with the fulfilment of its obligations and/or if conditions in accordance with these Rules of Operation are not fulfilled.

2.3.1 Additional Working Volume

Under the Additional Working Volume service, the Customer may use additional Working Volume on top of the already contracted Working Volume agreed in the Gas Storage Agreement.

The Customer may request additional Working Volume for one or more Gas Days within the contracted Storage Period.

The Customer has the right to request the allocation of this service usually no later than two (2) Business Days prior to the commencement of the period for which the Customer is requesting the right to use the additional Working Volume.

Upon approval of the Application by the SSO, this service shall be deemed allocated.

By allocation of this service, neither the initial value of the maximum daily Injection Rate/Withdrawal Rate nor the shape of the Injection Curve/Withdrawal Curve depending on the Storage Account fullness percentage as defined in the Gas Storage Agreement shall change. The additional Working Volume will also be taken into account for the calculation of the Storage Account fullness percentage.

If this service is allocated as interruptible, its interruption shall result in the Customer's obligation not to store gas and/or to withdraw the stored gas in accordance with the SSO's notice to the extent of the interruption.

If the additional Working Volume has been agreed for a period shorter than the term of the Gas Storage Agreement, then after the expiry of that period the Customer may only use the originally agreed Working Volume as specified in the Gas Storage Agreement and the right to use the additional Working Volume allocated pursuant to this point shall cease. This is without prejudice to the Customer's right to re-apply for the allocation of this service.

2.3.2 Additional Injection Rate and Additional Withdrawal Rate

Under the Additional Injection Rate/Additional Withdrawal Rate service, the Customer may use additional Injection Rate/Withdrawal Rate on top of the already contracted Injection Rate/Withdrawal Rate agreed in the Gas Storage Agreement.

The Customer may request additional Injection Rate/Withdrawal Rate for one or more Gas Days within the contracted Storage Period.

The Customer shall have the right to request the allocation of this service usually no later than two (2) Business Days prior to the commencement of the period for which the Customer is requesting the right to use the additional Injection Rate/Withdrawal Rate.

Upon approval of the Application by the SSO, this service shall be deemed allocated.

After the allocation of this service the SSO shall update the original Injection Curve/Withdrawal Curve.

If the additional Injection Rate/Withdrawal Rate has been agreed for a period shorter than the term of the Gas Storage Agreement, then after the expiry of that period the Customer may only use the originally agreed Injection Rate/Withdrawal Rate as specified in the Gas Storage Agreement and the right to use the additional Injection Rate/Withdrawal Rate allocated pursuant to this point shall cease. This is without prejudice to the Customer's right to re-apply for the allocation of this service.

2.3.3 Day-Ahead Injection Rate and Day-Ahead Withdrawal Rate

Day-Ahead Injection Rate shall mean a Storage Service whereby the SSO in accordance with point 5.4 provides interruptible Injection Rate pursuant to a confirmed Nomination/Renomination made on the Gas Day preceding the Gas Day during which the Injection Rate is to be used.

Day-Ahead Withdrawal Rate means a Storage Service whereby the SSO in accordance with point 5.4 provides interruptible Withdrawal Rate pursuant to a confirmed Nomination/Renomination made on the Gas Day preceding the Gas Day during which the Withdrawal Rate is to be used.

The SSO shall offer Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate subject to the Nominations/Renominations of other Customers and the technical capability of the Storage Facility pursuant to point 5.4 by publishing the available Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate on the Website.

In the event that the Customer renominates the Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate to a lower level than already allocated, the Customer's obligation to pay for the highest allocated Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate shall remain unchanged; thus, the SSO shall invoice the Customer the price of the highest allocated rate.

In the event that the SSO interrupts or restricts the use of the Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate to a lower level after a Nomination/Renomination has been approved, the Customer shall be obligated to pay only for the uninterrupted part of the rate; thus, the SSO shall invoice the Customer only the price for the uninterrupted rate.

2.3.4 Within-Day Injection Rate and Within-Day Withdrawal Rate

Within-Day Injection Rate shall mean a Storage Service whereby the SSO in accordance with point 5.5 provides interruptible Injection Rate pursuant to a confirmed Renomination made on the Gas Day during which the Injection Rate is to be used for the remaining part of the Gas Day.

Within-Day Withdrawal Rate means a Storage Service whereby the SSO in accordance with point 5.5 provides interruptible Withdrawal Rate pursuant to a confirmed Renomination made on the Gas Day during which the Withdrawal Rate is to be used for the remaining part of the Gas Day.

The SSO shall offer Within-Day Injection Rate/Within-Day Withdrawal Rate subject to the Nominations/Renominations of other Customers and the technical capability of the Storage Facility pursuant to point 5.5 by publishing the available Within-Day Injection Rate/Within-Day Withdrawal Rate on the Website.

For the purposes of allocating Within-Day Injection Rate/Within-Day Withdrawal Rate, the Nominations/Renominations, which are to be considered Renominations made on the Gas Day during which they are to be used, shall be deemed the Nominations/Renominations sent after 4:00 of the preceding Gas Day until 3:00 of the current Gas Day with at least two (2) hours' notice before the full hour at which the service is to commence.

In the event that the Customer renominates the Within-Day Injection Rate/Within-Day Withdrawal Rate to a lower level than already allocated, the Customer's obligation to pay for the highest allocated Within-Day Injection Rate/Within-Day Withdrawal Rate shall remain unchanged; thus, the SSO shall invoice the Customer the price of the highest allocated rate.

In the event that the SSO interrupts or restricts the use of the Within-Day Injection Rate/Within-Day Withdrawal Rate to a lower level after a Renomination has been approved, the Customer shall be obliged to pay only for the uninterrupted part of the rate; thus, the SSO shall invoice the Customer only the price for the uninterrupted rate.

2.4 Supplementary Services

The SSO provides, depending on its technical and operational possibilities, the following services (hereinafter as **"Supplementary Services"**):

(a) **Additional Delivery Point**
(b) **Change of Delivery Point**
(c) **Transfer of Gas in the Storage Facility**
(d) **Transfer of Gas from/into the Interconnected Storage Facility**
(e) **Transfer of the exercise of rights under Gas Storage Agreement**
(f) **Assignment of Gas Storage Agreement or a part thereof**

Supplementary Services can only be provided in relation to a valid Gas Storage Agreement and for a price in accordance with the Gas Storage Agreement and/or the Price List.

The Customer has the right to apply for the allocation of a Supplementary Service by means of an Application (online form) published on the Website under the Customer Domain section.

Allocation of a Supplementary Service is subject to a prior written consent of the SSO and conditions set out in these Rules of Operation. The SSO shall decide on the allocation of the Supplementary Service without undue delay after receipt of the Application and evaluation of the fulfilment of the conditions set out in these Rule of Operation.

The SSO shall have the right to refuse an Application for allocation of a Supplementary Service, in particular if such a request is not in accordance with these Rules of Operation and/or the Technical Conditions and/or is not technically feasible and/or causes a change in the original ratio of the technical parameters of the Storage Service and/or if, in the event of its realization,

the entity to which the service is provided would obtain an undue advantage over the rights originally agreed upon in the Gas Storage Agreement and/or if the Customer is in delay with the fulfilment of its obligations and/or if other additional conditions in accordance with these Rules of Operation are not fulfilled.

2.4.1 Additional Delivery Point

Under the Additional Delivery Point service, the Customer may use an additional Delivery Point for injection/withdrawal into/from the Storage Facility in addition to the already contracted Delivery Points agreed in the Gas Storage Agreement.

The Customer may request an additional Delivery Point for the whole or for a part of the contracted Injection Rate/Withdrawal Rate and for one or more Gas Days within the contracted Storage Period.

The Customer shall have the right to request the allocation of this service usually no later than three (3) Business Days prior to the commencement of the period for which the Customer is requesting the right to use the additional Delivery Point.

Upon approval of the Application by the SSO, this service shall be deemed allocated.

If the additional Delivery Point has been agreed for a period shorter than the term of the Gas Storage Agreement, then after the expiry of that period the Customer may only use the originally agreed Delivery Point as specified in the Gas Storage Agreement and the right to use the additional Delivery Point allocated pursuant to this point shall cease. This is without prejudice to the Customer's right to re-apply for the allocation of this service.

2.4.2 Change of Delivery Point

Under the Change of Delivery Point service, the Customer may use other Delivery Point for injection/withdrawal into/from Storage Facility than the one agreed in the Gas Storage Agreement.

The Customer may request a change of a Delivery Point for the whole or for a part of the contracted Storage Capacity and for the entire or for a part of the contracted Storage Period. In case that the change of the Delivery Point relates only to a part of the Storage Capacity, the Customer shall be entitled to use the changed Delivery Point for Injection Rate/Withdrawal Rate only to the extent proportionately attributable to the Working Volume agreed for this service.

The Customer shall have the right to request the allocation of this service usually no later than three (3) Business Days prior to the commencement of the period for which the Customer is requesting the right to use the changed Delivery Point.

The Customer shall not be entitled to use the original Delivery Point affected by the change to the extent of the confirmed Application by the SSO.

Upon approval of the Application by the SSO, this service shall be deemed allocated.

If the change of a Delivery Point has been agreed for a period shorter than the term of the Gas Storage Agreement, then after the expiry of that period the right to use the originally agreed Delivery Point shall be automatically restored in accordance with the Gas Storage Agreement and the right of the Customer to use the changed Delivery Point allocated pursuant to this point shall cease. This is without prejudice to the Customer's right to re-apply for the allocation of this

service.

2.4.3 Transfer of Gas in the Storage Facility

Under the Transfer of Gas in the Storage Facility service, the Customer may transfer gas in the Storage Facility from one Storage Account to another Storage Account.

The Customer shall have the right to request the allocation of this service usually no later than three (3) Business Days prior to the requested date of the transfer. If the subject of the Transfer of Gas in the Storage Facility service is the transfer of gas from the Storage Account of one Customer to the Storage Account of another Customer, an Application for the allocation of this service must be submitted by both Customers.

The Customer whose Storage Account the gas is being transferred from (the transferring Customer) is obliged to specify in his Application the market area gas status for system utilization for cross-border use of storage facilities as regards the Austrian legislation (also referred to as the "market area gas status") –as Slovak or Austrian. The transferred gas retains its gas status (i.e. the Storage Account of the Customer, to which the gas is transferred, is credited with the gas of the same gas status as specified in the transferring Customer's Application), except when gas of Austrian status is transferred to a Storage Account of a Customer who has not established a balance group or is not a member of a balance group in Austria - in this case the status of gas will be changed to Slovak upon the transfer by writing it off from the transferring Customer's balance group.

On the requested date of the transfer, the transferring Customer must have at least such a quantity of gas in his Storage Account that equals the quantity of gas being transferred. Upon the transfer, the quantity of the transferred gas is debited from the Storage Account of the transferring Customer as withdrawn gas.

On the requested date of the transfer, the Customer whose Storage Account the gas is being transferred to (the receiving Customer) must have at least such a Working Volume available in his respective Storage Account that equals the quantity of the transferred gas. Upon the transfer, the transferred gas is credited to the respective Storage Account of the receiving Customer as injected gas.

Upon approval of the Application by the SSO for both the transferring and the receiving Customer, the Transfer of Gas in the Storage Facility service shall be deemed allocated, provided that on the requested date of the transfer the transferring Customer shall have the transferred quantity of gas in his relevant Storage Account and the receiving Customer shall have the corresponding amount of available Working Volume in his relevant Storage Account. In the event that the transferring and/or the receiving Customer fails to comply at all or in part with the condition pursuant to the preceding sentence, the SSO shall not provide this service whereas this shall not be deemed to be a breach of its obligation, and the SSO shall not invoice any price in this respect.

Both the transferring and the receiving Customer acknowledge that the SSO will not reject the Customer's Nomination/Renomination for withdrawal/injection of gas from/into the Storage Facility in the time between the Application is approved by the SSO and the execution of the transfer, even if such withdrawal reduces the amount of the stored gas in the relevant Storage Account of the transferring Customer below the amount required to execute the approved transfer of gas in the Storage Facility and/or if such injection reduces the available Working Volume in the relevant Storage Account of the receiving Customer below the amount required

to execute the approved transfer of gas in the Storage Facility.

2.4.4 Transfer of Gas from/into the Interconnected Storage Facility

Under the Transfer of Gas from/into the Interconnected Storage Facility service, the Customer may transfer gas to/from the Customer's Storage Account from/to a storage account of a customer of the Interconnected Storage Facility.

The Customer shall have the right to request the allocation of this service usually no later than 3 Business Days prior to the requested date of the transfer.

The Customer is obliged to specify in his Application the market area gas status of transferred gas (Slovak or Austrian). The transferred gas retains its gas status, except when gas with Austrian status is transferred to a Storage Account of a Customer/storage account of a customer of the Interconnected Storage Facility who has not established a balance group or is not a member of a balance group in Austria - in this case the status of gas will be changed to Slovak upon the transfer by writing it off from the transferring Customer's balance group/customer of the Interconnected Storage Facility.

The approval of the Application for allocation of this service is also subject to the applicable rules of the Interconnected Storage Facility.

In case of a Transfer of Gas from the Interconnected Storage Facility, the Customer whose Storage Account the gas is being transferred to (the receiving Customer) must have Working Volume available in the respective Storage Account on the requested date of the transfer at least in the quantity of the transferred volume of gas. Upon the transfer, the transferred gas is credited to the respective Storage Account of the receiving Customer as injected gas. At the same time, the customer of the Interconnected Storage Facility whose storage account the gas is being transferred from (i.e. the transferring customer must have at least such a quantity of gas in his respective storage account on the requested date of the transfer that corresponds to the quantity of gas being transferred.

In case of a Transfer of Gas into the Interconnected Storage Facility, on the requested date of the transfer, the Customer whose Storage Account the gas is being transferred from (the transferring Customer) must have at least such a quantity of gas in his respective Storage Account that equals the quantity of gas being transferred. Upon the transfer, the quantity of the transferred gas is debited from the respective Storage Account of the transferring Customer as withdrawn gas. At the same time, on the requested date of the transfer, the customer of the Interconnected Storage Facility whose storage account the gas is being transferred to (i.e. as the receiving customer) must have at least so much working volume available in his respective storage account that equals the quantity of the transferred gas.

Upon approval of the Application by the SSO, the Transfer of Gas from/to the Interconnected Storage Facility service shall be deemed allocated, provided that the conditions stated in this article above are met.

In the event that the transferring and/or receiving Customer fails to comply at all or in part with the conditions pursuant to this article, the SSO shall not provide this service, whereas this shall not be deemed to be a breach of its obligation, and the SSO shall not invoice any price in this respect.

The Customer acknowledges that the SSO will not reject his Nomination/Renomination for

withdrawal/injection of gas from/into the Storage Facility in the time between the Application is approved by the SSO and the execution of the transfer, even if such withdrawal reduces the amount of the stored gas in the relevant Storage Account of the transferring Customer below the amount required to execute the approved transfer of gas into the Interconnected Storage Facility and/or if such injection reduces the available Working Volume in the relevant Storage Account of the receiving Customer below the amount required to execute the approved transfer of gas from the Interconnected Storage Facility.

2.4.5 Transfer of the exercise of rights under Gas Storage Agreement

Under the Transfer of the exercise of rights under Gas Storage Agreement service, the Customer may transfer the exercise of its rights under the Gas Storage Agreement, in whole or in part, to a third party (hereinafter referred to as the "Rights Executor"). The Customer shall remain a party to the Gas Storage Agreement even after the transfer of the exercise of its rights and shall remain fully liable to the SSO for the performance of all obligations under the Gas Storage Agreement and/or the Rules of Operation, including the obligation to pay the price for the Storage Services as well as all related prices and/or fees in relation to all Storage Services agreed in the Gas Storage Agreement and/or under these Rules of Operation. By such transfer, the Rights Executor does not become a Customer of the SSO.

The Customer shall have the right to request the allocation of this service usually no later than ten (10) Business Days prior to the commencement of the requested period for which the exercise of its rights is to be transferred, whereas the Rights Executor is obliged to deliver its consent to the respective transfer to the SSO within the same period.

The SSO shall have the right to impose additional conditions for allocation of this service, e.g. provision of a security in accordance with Article 8 of these Rules of Operation.

Upon approval of the Application by the SSO, the Transfer of the exercise of rights under Gas Storage Agreement service shall be deemed allocated whereas the SSO also notifies the Rights Executor about this fact.

The scope of the Storage Service agreed with the Customer in the Gas Storage Agreement and/or under these Rules of Operation shall remain unchanged.

In order to enable the Rights Executor to use the rights transferred to him by the Customer, the SSO shall allow the Rights Executor to nominate/renominate to the extent of the transferred rights, whereby the quantities of gas injected/withdrawn in connection with the transferred exercise of rights shall be recorded by the SSO in a separate account. The rules set out in these Rules of Operation and the Technical Conditions for Nominations/Renominations applicable to the Customer shall also apply to Nominations/Renominations made by the Rights Executor.

The Customer undertakes that the Rights Executor shall withdraw all gas from the Storage Facility registered in its special account by the time of termination of the transfer. In the event that the Rights Executor does not withdraw the gas from the Storage Facility in accordance with the preceding sentence, the SSO shall be entitled to proceed mutatis mutandis pursuant to Article 12 of these Rules of Operation also in relation to the Rights Executor.

In the event that the Gas Storage Agreement to which the transfer of the exercise of rights relates expires/terminates and/or the period for which the exercise of rights was transferred expires, the respective transfer of the exercise of rights shall automatically terminate.

2.4.6 Assignment of the Gas Storage Agreement or a part thereof

The Customer may assign the Gas Storage Agreement or a part thereof to a third party (hereinafter referred to as the **"Assignee"**) pursuant to the Assignment of Gas Storage Agreement or a part thereof service.

The Customer shall have the right to request the allocation of this service usually no later than ten (10) Business Days prior to the proposed effective date of the assignment, whereas the Assignee is obliged to deliver its consent to this assignment to the SSO within the same period.

As a part of the process of evaluating the Application for allocation of this service, the SSO shall conduct a "Know Your Customer" ("KYC") screening process of the Assignee in accordance with these Rules of Operation and the Assignee, who shall be deemed to be an Applicant for the allocation of the Storage Service to the extent of the assignment, shall provide the SSO with all necessary assistance as part of this process.

The SSO shall have the right to impose additional conditions for the allocation of such service or to refuse such request for allocation of such service if, inter alia, the Assignee fails to comply with all obligations applicable to the Applicant for allocation of the Storage Service, including the obligation to provide security in accordance with Article 8 of these Rules of Operation as requested by the SSO.

Upon the conclusion of the Gas Storage Agreement by the Assignee and the conclusion of an amendment to the Gas Storage Agreement with the Customer to the extent of the assignment, this service shall be deemed to have been allocated.

By entering into a Gas Storage Agreement on the basis of the assignment, the Assignee becomes a Customer.

Claims and Objections under the Gas Storage Agreement, which the SSO may have asserted against the Customer before or on the date of the assignment, shall sustain to the SSO also after the effective date of the assignment.

2.5 Innovative Services

The SSO also develops other Storage Services that are not predefined (hereinafter as **"Innovative Services"**) in cooperation with its Customers as well as with other gas market participants.

2.6 Ancillary and Other Services and Activities

The SSO also provides the following services and activities (hereinafter as **"Ancillary and Other Services and Activities"**):

(a) **Operational merger and Operational demerger**
(b) **Reporting of fundamental data of the Customer to ACER (REMIT data)**
(c) **Administrative Support of Customer's Gas-in-store Financing**

The SSO shall have a right to refuse an Application for allocation of service, in particular if such a request is not in accordance with these Rules of Operation and/or the Technical Conditions and/or is not technically feasible and/or causes a change in the original ratio of the technical parameters of the Storage Service and/or if, in the event of its realization, the entity to which

the service is provided should obtain an undue advantage over the rights originally agreed upon in the Gas Storage Agreement and/or if the Customer is in delay with the fulfilment of its obligations and/or if other additional conditions in accordance with these Rules of Operation are not fulfilled.

2.6.1 Operational merger and Operational demerger

In case the SSO has more than one Gas Storage Agreement with the Customer, the parties may agree, depending in particular on the technical possibilities of the SSO, that the gas will be registered in a joint Storage Account for several Gas Storage Agreements. In such a case, only the procedural merger of the records takes place, not a merger of the Gas Storage Agreements themselves *(Operational merger).*

The SSO and the Customer may agree, depending on the technical possibilities of the SSO, that for one Gas Storage Agreement the SSO will maintain multiple Storage Accounts for the Customer, in which case there is only a procedural demerger of the records, not a demerger of the Gas Storage Agreements themselves *(Operational demerger)*.

In the event of a breach of an obligation under any of the Gas Storage Agreements for which Storage Accounts have been merged, it shall be deemed that there has been a breach of all these Gas Storage Agreements on a pro rata basis.

2.6.2 Reporting of fundamental data of the Customer to ACER (REMIT data)

In accordance with the Implementing Regulation, the SSO shall, at the Customer's request and in accordance with a separate agreement, notify the Agency on behalf of the Customer of the volumes of gas stored by the Customer in the Storage Facility at the end of the Gas Day.

2.6.3 Administrative Support of Customer’s Gas-in-store Financing

Administrative Support of Customer’s Gas-in-store Financing means a service where, by entering into a contract between the SSO, the Customer and a financing party, the SSO provides support to the Customer by enabling the Customer to acquire financing from a financing party. By providing this service, the SSO does not provide any financial services (including financing and brokering of financing) to the Customer.

2.7 Common provisions for Storage Services

2.7.1 The SSO provides Storage Services for a remuneration determined on the basis of contracts concluded between the SSO and the Customer or under the terms and conditions set out in the Price List.

2.7.2 Storage Services, or parts thereof, may be offered as firm or interruptible, depending in particular on technical and operational parameters of the Storage Facility.

3 ALLOCATION OF STORAGE SERVICES

3.1 Prior to the allocation of a Storage Service, the SSO shall carry out a Know Your Customer (**"KYC**") screening process of the Applicant and the Applicant shall provide the SSO with all necessary

cooperation during this process. The KYC process must also be completed for the Assignee prior to the allocation of the Assignment of the Gas Storage Agreement or part thereof service as well as for the Rights Executor before the allocation of Transfer of the exercise of rights under Gas Storage Agreement service. Any other gas market participant who is not the Applicant may also voluntarily undergo the KYC process.

The SSO shall have the right to refuse the allocation of a Storage Service and/or not to agree to its provision until the KYC process has been completed, or in the event of its completion with a negative result.

The SSO shall be entitled to require the Customer to submit KYC related information and documents at any time during the contractual relationship between the SSO and the Customer.

The Customer is obliged to immediately inform the SSO of any significant change in the information and documents related to KYC and provide the SSO the necessary cooperation as regards the continuous verification of information reviewed under the KYC.

Before and during the contractual relationship between the SSO and the Customer, the SSO shall verify the conditions that the Customer must comply with in accordance with KYC, in particular whether the Customer (or a person controlled by or controlling the Customer or its ultimate beneficial owner or a person who is its statutory body) is not on the Sanctions List.

Before commencing the provision of the Storage Service as well as in the course of its provision, the Customer shall without undue delay notify the SSO if the Customer (or a person controlled by it or controlling it or its ultimate beneficial owner or a person who is its statutory body) is on or have been added to the Sanctions List.

If, at any time before or during the provision of the Storage Service, the SSO becomes aware of facts, which, in the reasonable opinion of the SSO, indicate that the Customer (or a person controlled by it or its controlling person or its ultimate beneficial owner or a person who is its statutory body) is on the Sanctions List or, as the case may be, the Customer (or a person controlled by or controlling it or its ultimate beneficial owner or a person who is its statutory body) is subject to sanctions based on the Sanctions List, the SSO shall have the right to refuse or suspend the provision of the Storage Services to the Customer with immediate effect and/or to withdraw from any contract with the Customer, whereas such action shall not be deemed a breach of the contract between the Customer and the SSO and the SSO shall not be liable for any damages resulting therefrom.

3.2 The SSO shall assess the financial capability of the Applicant to fulfil its obligations from the Storage Service prior to the allocation of the Storage Service to the Applicant, as well as during the contractual relationship between the SSO and the Customer. It may also assess the financial capability of the Assignee prior to the allocation of the *Assignment of the Gas Storage Agreement or part thereof* service, as well as of the Rights Executor before the allocation of the Transfer of the exercise of rights under Gas Storage Agreement service, as well as of a gas market participant that has expressed only an indicative interest in the allocation of a Storage Service.

3.3 In assessing the financial capability of a gas market participant pursuant to point 3.2 above, the SSO shall first check the gas market participant's publicly available rating from a reputable rating agency (e.g. Moody's Investors Service ratings, Standard & Poor's Corporation ratings). As part of the assessment of the gas market participant's financial capability, the gas market participant shall, upon request of the SSO, submit to the SSO:

(a) financial statements and other information relating to the assets and financial situation

of the gas market participant;

(b) information regarding the ownership structure of the gas market participant as well as information on the persons controlling the gas market participant and persons controlled by the gas market participant.

3.4 The SSO shall allocate the Storage Services in accordance with the relevant legislation of the Slovak Republic and the European Union, in accordance with these Rules of Operation and the Technical Conditions, through transparent and non-discriminatory mechanisms that facilitate, in particular, the efficient and maximum use of the Storage Capacity, in the interest of creating an open gas market, in accordance with point 3.4.1 and/or 3.4.2 and/or 3.4.3 as follows:

3.4.1 Tender for the allocation of Storage Services

(a) The SSO shall offer the available Storage Capacity to gas market participants on the basis of a published offer and terms and conditions for the provision of Storage Services (**"Tender Conditions"**).

(b) In particular, the Tender Conditions shall specify the technical parameters of the service offered, the duration of the service, the period for the submission of Applications and the principles for the evaluation of the tender. The SSO shall have the right to specify in the Tender Conditions the documents that the Applicants are obliged to submit, including the obligation to provide a security in accordance with Article 8 of these Rules of Operation. The SSO shall also be entitled to request further supplementary or additional information and documents from the Applicant.

(c) The Application Form together with the Tender Conditions are published by the SSO in electronic form on the Website.

(d) The Application constitutes a binding proposal for the conclusion of a Gas Storage Agreement and the Applicant may not withdraw its Application once it has been submitted.

(e) The Applicant is entitled to submit an Application to the SSO for the allocation of the required Storage Services within the Application period set out in the Tender Conditions.

(f) The Applicant is entitled to deliver the Application by e-mail to the address given in the Tender Conditions. The Application must contain all attachments required by these Rules of Operation and the Tender Conditions, unless such attachments have been received upon the registration of the Applicant in accordance with the Tender Conditions.

(g) Upon receipt of the Application, the SSO shall acknowledge the receipt of the Application by e-mail to the Applicant at the address provided in the Application.

(h) The SSO shall evaluate Applications in accordance with these Rules of Operation and the published Tender Conditions and shall notify the Applicant about the result of the evaluation of his Application, i.e. the allocation or non-allocation of Storage Services usually within half an hour after the end of the Application period unless a different time limit is specified in the Tender Conditions.

(i) The SSO shall enter into a Gas Storage Agreement with the successful Applicant in accordance with these Rules of Operation. The successful Applicant shall be bound by its Application until the Gas Storage Agreement is concluded.

3.4.2 Simplified Tender for the allocation of Storage Services

(a) The SSO shall allocate Storage Services not allocated pursuant to point 3.4.1 to gas market participants, in particular with regard to the specific nature of the Storage Services, the period of provision of the Storage Service and/or the need for an accelerated allocation of the Storage Service as a result of the situation in the gas market, in accordance with transparent and non-discriminatory principles in a competitive process for the allocation of the Storage Capacity on the basis of predetermined conditions (hereinafter referred to as the **"Simplified Tender"**).

(b) The SSO shall publish on the Website the conditions for participation in the Simplified Tender, which shall include in particular the obligation to have a Framework Agreement concluded with the SSO and to have completed the KYC process and the financial eligibility assessment process in accordance with Article 3 of these Rules of Operation.

(c) An Applicant for allocation of a Storage Service under the Simplified Tender is entitled to deliver an Application for allocation of a Storage Service by email in accordance with the rules of the Simplified Tender and the terms and conditions published on the Website.

(d) The Application constitutes a binding proposal to enter into a Gas Storage Agreement, whereas the Applicant may not withdraw its Application after the expiration of the deadline for submission of applications.

(e) The SSO shall evaluate the Applications taking into account their economic advantage, the nature of the service in question, the technical capabilities of the SSO and its obligation to operate the Storage Facility efficiently and to use the Storage Capacity to the maximum extent possible. The SSO shall notify the Applicants of the outcome of the evaluation of their Application without undue delay after the evaluation has been completed.

(f) The SSO shall enter into a Gas Storage Agreement with the successful Applicant in accordance with these Rules of Operation. The successful Applicant shall be bound by its Application until the Gas Storage Agreement is concluded.

3.4.3 Other transparent and non-discriminatory mechanisms for the allocation of Storage Services

(a) The SSO shall allocate Storage Services not allocated pursuant to point 3.4.1 and/or 3.4.2 to gas market participants, in particular with regard to the specific nature of the Storage Services, in accordance with transparent and non-discriminatory principles on the basis of an Application by a gas market participant, taking into account the order of the received Applications, their economic advantage, the nature of the service in question, the technical capabilities of the SSO and its obligation to operate the Storage Facility efficiently and to use the Storage Capacity to the maximum extent possible.

(b) Gas market participants shall be entitled, in accordance with these Rules of Operation, the Technical Conditions and other generally binding legislation, to send their Application for allocation of the Storage Service pursuant to the preceding point 3.4.3 (a) to the SSO.

(c) The SSO is entitled not to use the option to allocate the Storage Service according to point 3.4.3 in case it offers it according to the procedures set out in point 3.4.1 and/or 3.4.2.

4 DELIVERY POINTS

The SSO may take over gas for injection into the Storage Facility from the Customer or to hand over

(deliver) gas withdrawn from the Storage Facility to the Customer via the following Delivery Points:

(a) **Delivery Point with the Transmission System - Domestic Point**
(b) **Delivery Point VTP Slovakia**
(c) **Delivery Point Baumgarten**,
which together may also be referred to as **"Delivery Points with the Transmission System"**
(d) **Delivery Point with the Distribution System**
(e) **Delivery Point with VTP Austria via MAB/WAG**
(f) **Delivery Point with the Production System**
~~(f)~~

Delivery Points a) to c) above use physical points of interconnection with the Transmission System. Delivery Point with the Distribution System shall use the physical points of interconnection with the Distribution System. Delivery Point with VTP Austria via MAB/WAG shall use the physical points of interconnection with the Interconnected Storage Facility. Delivery Point with the Production System uses physical points of interconnection with the Production System. The physical points of interconnection are further described in the Technical Conditions.

4.1 Delivery Points with the Transmission System

4.1.1 Delivery Point with the Transmission System - Domestic Point

In case of using the Delivery Points with the Transmission System - Domestic Point, the Customer is obliged to arrange, at his own expense, the transmission capacity at the entry-exit point "Domestic point" with the TSO in accordance with his applicable rules and to make the relevant nomination to the TSO.

The take-over and hand-over of gas from/to the Customer to/from the SSO and the risk of damage on the gas shall pass to/from the SSO from/to the Customer on passing from/to the Transmission System, at the point of physical interconnection of the Storage Facility with the interconnected Transmission System in accordance with the Technical Conditions.

4.1.2 Delivery Point VTP Slovakia

The SSO offers this way of access to the Transmission System on the basis of the service of Gas storage facility connection to VTP Slovakia in accordance with operational order of the Transmission System Operator.

In case of using the Delivery Point VTP Slovakia, the Customer is obliged to arrange access to and the usage of VTP Slovakia with the Transmission System Operator in accordance with his applicable rules.

The Customer agrees that the quantity of gas injected into the Storage Facility via the Delivery Point VTP Slovakia will be the same as the quantity of gas subsequently withdrawn into the Transmission System via the Delivery Point VTP Slovakia.

The take-over and hand-over of gas from/to the Customer to/from the SSO and the risk of damage on the gas passes to/from the SSO from/to the Customer in the VTP Slovakia in the Transmission System.

4.1.3 Delivery Point Baumgarten

The SSO offers this way of access to the Transmission System on the basis of the *Cross-border connection of storage facility* service in accordance with the Transmission System Operator's operational order.

In case of using the Delivery Point Baumgarten, the Customer is obliged to arrange transmission capacity at the Baumgarten entry/exit point with the respective transmission system operator in Austria and nominate in accordance with his respective rules.

The Customer undertakes that the quantity of gas injected into the Storage Facility via Delivery Point Baumgarten will be the same as the quantity of gas subsequently withdrawn into the Delivery Point Baumgarten.

The take-over and hand-over of gas from/to the Customer to/from the SSO and the risk of damage on the gas passes to/from the SSO from/to the Customer at the Baumgarten entry/exit point.

4.2 Delivery Point with the Distribution System

Delivery Point with the Distribution System is used for the purpose of withdrawal of gas from the Storage Facility and in case of its usage the Customer is obliged to arrange, at his own expense, access to the Distribution System with the Distribution System Operator in accordance with his terms and conditions and to make the relevant nomination to the Distribution System Operator.

The hand-over of gas from the SSO to the Customer and the risk of damage on the gas shall pass from the SSO to the Customer upon passing into the Distribution System at the point of physical interconnection of the Storage Facility with the interconnected Distribution System in accordance with the Technical Conditions.

4.3 Delivery Point with VTP Austria via MAB/WAG

The SSO provides access to/from the Delivery Point with VTP Austria via MAB/WAG from/to the Storage Facility by transporting gas to/from the entry/exit point of gas system by the WAG Operator.

In case of using the Delivery Point with VTP Austria via MAB/WAG the Customer is required to make the relevant nomination to the WAG Operator, unless it is agreed with the SSO that the nomination will be arranged by the SSO through the Balance Group of NAFTA a.s.

The SSO will allow the use of the Delivery Point with VTP Austria via MAB/WAG only to the Customer who has established a balance group in Austria or is a member of a balance group in Austria. The SSO may conclude a separate contract with the Customer, on the basis of which the Customer will nominate or renominate gas injected/withdrawn from/to VTP Austria to/from the Storage Facility via the Balance Group of NAFTA a.s. in accordance with the conditions agreed in such contract.

The take-over and hand-over of gas from/to the Customer to/from the SSO and the transfer of the risk of damage on the gas to/from the SSO from/to the Customer occurs at the exit/entry from/to VTP Austria at the point of physical interconnection with MAB/WAG.

4.4 Delivery Point with the Production System

Delivery Point with the Production System is used for the injection of gas into the Storage Facility

and, in case of its usage, the Customer is obliged to arrange the relevant nomination with the Production System Operator.

The take-over of gas from the Customer by the SSO and the transfer of the risk of damage on the gas from the Customer to the SSO shall occur at the point of physical interconnection of the Storage Facility with the Production System in accordance with the Technical Conditions, unless otherwise agreed with the Interconnected Network Operator.

~~4.4~~ 4.5 In accordance with the Gas Storage Agreement, these Rules of Operation and/or the Price List, the SSO applies/invoices special fees, which the Customer shall be obliged to pay to the SSO, if the respective Delivery Points are used by the Customer.

5 NOMINATIONS AND ALLOCATION

5.1 Customers exercise their request for the performance of the Storage Services through Nominations and Renominations.

5.2 Communication in the nomination process

5.2.1 For communication with the SSO for the purposes of the nomination process, the Customer must have available during the entire period of validity of the Gas Storage Agreement:

(a) a device that enables uninterrupted access to websites, their viewing and data entry through these websites;

(b) a device that enables receiving and sending of e-mails at any time of the day;

(c) a device that enables receiving and sending of Edig@s messages via the AS2/AS4 server at any time of the day, unless the SSO agrees otherwise with the Customer in writing;

(d) a functional telephone contact.

5.2.2 The Customer shall notify the SSO of all information necessary to establish a communication link for the purposes of Nominations/Renominations before the submission of the first Nomination at the latest. In the event that any of the information changes, the Customer shall notify the SSO of the new information in a timely manner so as not to jeopardize the proper execution of the nomination process.

5.2.3 Customers communicate with the SSO during the nomination process preferably in electronic form, whereas communication through the Customer Domain on the Website, e-mail messages or Edig@s messages sent via the AS2/AS4 server is considered an electronic form of communication. In the event of a failure of electronic communication (in particular due to a malfunction and/or other serious event beyond the Customer's control), the Customer is exceptionally entitled to use telephone communication for the Nomination/Renomination.

5.2.4 Unless the Gas Storage Agreement or the Rules of Operation provide otherwise for specific cases, the Customer shall communicate with the SSO via the Commercial Dispatching.

5.2.5 The SSO shall provide each Customer with the data necessary to access and use the Customer Domain on the Website.

5.2.6 The SSO shall have the right to use and process the information, including personal data of affected persons of the Customer, it receives from the Customer to the extent necessary to ensure proper and efficient performance of its obligations; detailed information about processing of personal data of affected persons of Customer are published on the Website under part Personal data protection.

5.3 Nominations/Renominations

5.3.1 The SSO shall accept Nominations/Renominations for the provision of Injection Rate/Withdrawal Rate.

5.3.2 The Customer is obliged to nominate/renominate gas quantities for injection so that the current gas inventory in his Storage Account never exceeds the Working Volume allocated on the basis of the relevant Gas Storage Agreement.

5.3.3 The Customer is obliged to nominate/renominate gas quantities for withdrawal so that the current gas inventory balance in his Storage Account is never less than 0 (zero) MWh.

5.3.4 The Customer shall be entitled to request in the Nomination/Renomination the Injection Rate or Withdrawal Rate up to the values specified in the Gas Storage Agreement and in accordance with the terms and conditions agreed in the Gas Storage Agreement, as well as in accordance with the values of available rates and other conditions that the SSO publishes in advance on the Website.

5.3.5 The Customer is obliged to deliver Nominations to the SSO in the following forms and timelines:

(a) for the Delivery Points with the Transmission System, ~~and/or~~ the Delivery Point with the Distribution System and the Delivery Point with the Production System, a daily Nomination by 15:00 on the Gas Day preceding the Gas Day for which the Nomination is made and

(b) for the Delivery Point with VTP Austria via MAB/WAG, a daily Nomination by 14:00 on the Gas Day preceding the Gas Day for which the Nomination is made.

5.3.6 If a daily Nomination has not been delivered to the SSO in accordance with the terms of the preceding point 5.3.5, the SSO shall deem the nominated gas quantities of that Customer for the relevant Gas Day to be zero.

5.3.7 If the Customer delivers to the SSO multiple Nominations relating to the same period, the same Delivery Point, the same gas flow direction and the same Gas Storage Agreement within the time limits set out in point 5.3.5, the SSO shall take into consideration the last Nomination received. It will not consider previously received Nominations.

5.3.8 The SSO shall verify the compliance of the received Nominations with the concluded Gas Storage Agreements, other relevant facts (in particular information on the planned and previously announced storage restrictions or interruptions) and with the Nominations sent to the Interconnected Network Operator (as part of the matching process) and, in case of compliance, confirm the daily Nomination for the following Gas Day by no later than at 18:00 CET on the preceding day.

5.3.9 The Customer shall be entitled to send Renominations to the SSO that he uses to change the daily Nomination at any time during the period that:

(a) begins at 15:01 on the preceding Gas Day and ends at 3:00 on the Gas Day to which the Renomination relates, in case of the use of the Delivery Points with the Transmission System, ~~and/or~~ the Delivery Point with the Distribution System and the Delivery Point with

the Production System; ~~and/or~~

(b) begins at 14:01 on the preceding Gas Day and ends at 3:00 on the Gas Day to which the Renomination relates, in case of the use of the Delivery Point with VTP Austria via MAB/WAG.

5.3.10 The SSO shall verify the compliance of the received Renominations with the concluded Gas Storage Agreements, the respective nominations sent to the Interconnected Network Operator (within the matching process) and with other relevant facts (in particular, information on planned and previously announced storage restrictions or interruptions) and, in case of compliance, confirm:

(a) Renominations received prior to 20:00 on the preceding Gas Day by 22:00 of the preceding Gas Day; the SSO shall begin to execute the requests pursuant to such Renominations as of 6:01 on the Gas Day which they relate to and/or

(b) Renominations received between 20:01 – 4:00 of the preceding Gas Day, within two (2) hours after the end of the full hour during which the Renominations were delivered; the SSO shall begin to execute the requests pursuant to such Renominations as of 6:01 of that Gas Day; and/or

(c) Renominations delivered between 4:01 of the preceding Gas Day and 3:00 of the current Gas Day, within two (2) hours after the end of the full calendar hour during which the Renominations were delivered; the SSO shall begin to execute the requests pursuant to such Renominations after two (2) hours after the end of the full hour during which the Renominations were delivered; for the avoidance of doubt, e.g: the SSO shall confirm a Renomination delivered between 6:01 – 7:00 of that Gas Day by 9:00 of that Gas Day and the requests arising from it shall be executed from 9:01; a Renomination delivered between 15:01 – 16:00 shall be confirmed by the SSO by 18:00 and the request arising from it shall be executed from 18:01 of that Gas Day.

5.3.11 If the Customer delivers several Renominations to the SSO within the time limits referred to in a), b), c) of the preceding point and these Renominations should relate to the same time period, the same Delivery Point, the same direction of gas flow and the same Gas Storage Agreement, the SSO shall only take into consideration the Renomination that was delivered last before the expiry of the relevant time limit. It will not consider previously received Renominations.

5.3.12 The Customer may also send to the SSO a Nomination/Renomination specifying a breakdown of the required quantity of gas by each full hour of the Gas Day to which the Nomination/Renomination relates. The quantity of gas requested by the Customer in the Nomination/Renomination so itemized shall not exceed in any hour 1/24th (one twenty-fourth) of the maximum Injection Rate or Withdrawal Rate corresponding to the current Storage Account balance.

5.3.13 The SSO shall respect the hourly breakdown of the required gas quantity if the technical capabilities of the Storage Facilities allow it and if the Interconnected Network Operator at the relevant Delivery Point agrees to such fulfilment of the Nomination/Renomination. The SSO shall indicate in its response to the Nomination/Renomination whether it is possible to respect the hourly scheduling of the required gas quantities. However, the rejection of the hourly schedule shall not affect the confirmation of the Injection Rate/Withdrawal Rate, i.e. the total quantity required for injection/withdrawal for the Gas Day to which the Nomination/Renomination relates.

5.3.14 The Renomination shall relate to the entire remaining portion of the Gas Day. The Customer shall have the right to request the injection/withdrawal of gas in the amount that is less than or equal to the amount that can be injected/withdrawn using his Maximum Injection

Rate/Withdrawal Rate during the remaining part of the Gas Day, i.e. that part of the Gas Day between the commencement of the fulfilment of the requested Renomination according to point 5.3.10 until the end of that Gas Day. It is not possible to Renominate a quantity of gas that has already been withdrawn or injected.

5.3.15 The Nomination/Renomination sent by the Customer to the SSO shall include:

(a) Date and time of submission;

(b) Identification of the Customer;

(c) Identification of the Gas Storage Agreement under which performance of the Nomination/Renomination is requested (shipper code assigned to the Gas Storage Agreement);

(d) Date and time of the beginning and end of the period to which the Nomination/Renomination applies;

(e) Identification of the type of Injection Rate/Withdrawal Rate the use of which is requested in the Nomination/Renomination (e.g., firm, interruptible, Day-Ahead, etc.);

(f) Identification of the Delivery Point through which gas will be injected/withdrawn to/from the Storage Facility;

(g) Direction of gas flow (injection/withdrawal) required by the Customer;

(h) The requested Injection Rate and/or Withdrawal Rate for each Gas Day to which the Nomination/Renomination applies.

5.3.16 The SSO shall have the right to reject the Customer's Nomination/Renomination:

(a) if it is not in accordance with the Gas Storage Agreement, the Rules of Operation or the Technical Conditions; and/or

(b) if it determines that it is not in accordance with the nomination sent by the Customer to the Interconnected Network Operator for the purpose of securing the injection/withdrawal of gas into/from the Storage Facility; and/or

(c) if there are reasons for restriction or interruption of Storage Services.

5.4 Nominations / Renominations of Day-Ahead Injection Rate and Day-Ahead Withdrawal Rate

5.4.1 The SSO shall publish the available Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate on the Website on a given Gas Day generally as of 10:00 for the following Gas Day for all Delivery Points.

5.4.2 The Customer may apply for allocation of the Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate through his Nomination/Renomination up to the published available Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate.

5.4.3 In case of a Nomination sent:

(a) for the Delivery Point with the Distribution System, ~~and for~~ the Delivery Points with the Transmission System and the Delivery Point with the Production System by 15:00 of the Gas Day preceding the Gas Day for which the nomination is made and/or

(b) for the Delivery Point with VTP Austria via MAB/WAG by 14:00 of the Gas Day preceding the Gas Day for which the nomination is made;

the last Nomination received by that time shall be considered a binding proposal for the

allocation of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate.

5.4.4 In the event that sum of all Nominations of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate sent within the time limits set out in point 5.4.3 exceed the amount of available Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate, the SSO shall apply in the allocation of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate the principle of pro rata allocation depending on the amount of requested rates. The SSO shall apply this principle separately for each Delivery Point and for each direction of gas flow.

5.4.5 In case of a Renomination sent after the time limit according to clause 5.4.3, any Renomination received shall be deemed to be a binding proposal for the allocation of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate. In this case, the SSO shall apply the "first come, first served" principle when allocating Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate, i.e. it shall allocate Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate to individual Customers in the order in which the respective Renominations have been delivered to the SSO. For the Renominations received at the same time and in the event that the aggregate of these requests exceeds the amount offered for a given service for a particular Delivery Point, the principle of pro rata allocation depending on the amount of requested rates shall be applied for the allocation of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate, whereby such principle will be applied by the SSO for each Delivery Point and for each direction of gas flow separately.

5.4.6 Confirmation of the Nomination/Renomination for allocation of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate by the SSO shall be deemed to be the allocation of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate.

5.5 Renominations of Within-Day Injection Rate and Within-Day Withdrawal Rate

5.5.1 The SSO shall publish the available Within-Day Injection Rate/ Within-Day Withdrawal Rate on the Website.

5.5.2 The Customer may apply for allocation of the Within-Day Injection Rate/ Within-Day Withdrawal Rate through his Nomination/Renomination for each Delivery Point during the period between 4:00 of the preceding Gas Day and 3:00 of the current Gas Day at least 2 hours before the full hour at which the service is to commence.

5.5.3 Allocation of the Within-Day Injection Rate/ Within-Day Withdrawal Rate shall be on a first-come, first-served basis, i.e., the Within-Day Injection Rate/ Within-Day Withdrawal Rate shall be allocated to individual Customers in the order in which the relevant Renominations have been delivered to the SSO. For the Renominations received at the same time and in the event that the aggregate of such requests exceeds the quantity offered under the given service for a particular Delivery Point, the principle of pro rata allocation depending on the amount of the requested rates shall be applied for the allocation of the Within-Day Injection Rate/ Within-Day Withdrawal Rate, whereby such principle will be applied by the SSO for each Delivery Point and for each direction of flow of gas separately.

5.5.4 Confirmation of the Renomination for allocation of the Within-Day Injection Rate/ Within-Day Withdrawal Rate by the SSO shall be deemed to be the allocation of the Within-Day Injection Rate/ Within-Day Withdrawal Rate.

5.6 Allocation principles

5.6.1 The gas quantities last confirmed to the Customer for injection shall be deemed to be injected, except the cases when the allocated quantities have been retroactively adjusted by the Interconnected Network Operator. The injected gas quantities shall be credited by the SSO to the Customer's Storage Account associated with the Gas Storage Agreement under which the injection was requested.

5.6.2 The gas quantities last confirmed to the Customer for withdrawal shall be deemed to be withdrawn, except the cases when the allocated quantities have been retroactively adjusted by the Interconnected Network Operator. The withdrawn gas quantities shall be debited by the SSO from the Customer's Storage Account associated with the Gas Storage Agreement under which the withdrawal was requested.

5.6.3 If the SSO has not confirmed the Customer's Nomination/Renomination in full, in particular due to its inconsistency with the nomination sent by the Customer to the Interconnected Network Operator or due to a restriction or interruption of storage services or due to non-compliance with the Gas Storage Agreement, Rules of Operation and/or the Technical Conditions or due to requests for services exceeding the technical capabilities of the Storage Facility, then the SSO shall allocate to the Customer the quantity of gas to the extent of the most recent confirmation sent by the SSO to the Customer in response to the Customer's Nomination/Renomination.

6 STORAGE ACCOUNT AND OWNERSHIP OF GAS

6.1 Storage Account

6.1.1 The SSO keeps a Storage Account for the Customer, in which he records the current stock of gas owned and stored by the Customer, and which is kept in energy units.

6.1.2 The SSO shall, as a rule, keep a separate Storage Account for each Gas Storage Agreement of the Customer.

6.1.3 The current level of the Customer’s gas in the Storage Facility may not exceed the Working Volume agreed in the Gas Storage Agreement.

6.1.4 The amount of gas allocated to a given Customer at a particular Delivery Point is credited to the respective Customer’s Storage Account upon gas injection into the Storage Facility. The Storage Account shall also be credited with the amount of gas that has been transferred to this Storage Account pursuant to the service of *Transfer of Gas in the Storage Facility* and *Transfer of Gas from the Interconnected Storage Facility*. The amount of gas allocated to a given Customer at a particular Delivery Point is debited from the Storage Account of the respective Customer when gas is withdrawn from the Storage Facility. The amount of gas that has been transferred from the Storage Account pursuant to the service of *Transfer of Gas in the Storage Facility* and *Transfer of Gas from the Interconnected Storage Facility* shall also be debited from this Storage Account.

6.1.5 The SSO shall issue and deliver by e-mail a monthly hand-over and acceptance protocol regarding the current level of gas stock in the Storage Account by the fifteenth (15) Business Day of the month following the end of the relevant Gas Month. The Customer is obliged to sign the protocol no later than on the fifth (5) Business Day following the delivery of the protocol pursuant to the preceding sentence, thereby expressing his agreement with the data contained

in the protocol. In the event that the Customer fails to send the confirmed and signed protocol to the SSO within the stipulated period, it shall be deemed to have been agreed. If the Customer disagrees with the protocol, he is obliged to send his objections with justification to the SSO by no later than the fifth (5) Business Day following the delivery of the protocol. The parties undertake to negotiate in order to settle the Customer's objections

6.1.6 In addition, the SSO records gas with either Slovak and Austrian market area gas status separately, in particular with regard to the obligations arising from the Austrian legislation~~., on an aggregated basis for all Storage Accounts of the Customer combined.~~

6.1.7 If there is a breach of an obligation under any of the Gas Storage Agreements for which a shared Storage Account is maintained, all affected Gas Storage Agreements shall be deemed to be breached pro rata.

6.2 Ownership of gas

6.2.1 The Customer may only store gas that he owns and to which he has full disposition rights and that is not subject to a third party right that conflicts with the rights of the SSO, if not agreed otherwise with the SSO. The Customer shall indemnify the SSO against all costs, litigation expenses and claims brought by third parties as a result of a breach of this obligation.

6.2.2 Injection and withdrawal of gas to/from the Storage Facility is done together with gas owned by other Customers in a mixed flow. The SSO does not maintain the identity of the gas between injection and withdrawal. The Customer remains the owner of the gas injected into the Storage Facility also during the entire period of its storage in the Storage Facility unless it transfers the ownership to another Customer in accordance with these Rules of Operation.

7 RESTRICTION AND INTERRUPTION OF STORAGE

7.1 In order to ensure cost-effective and safe use of the Storage Facility, the SSO shall carry out the necessary reconstruction, modernization, repair, maintenance and inspection of the Storage Facility according to a plan prepared in advance.

7.2 Due to the aforementioned works, the SSO shall be entitled to restrict or interrupt the provision of the Storage Services to the extent necessary and for the necessary time (hereinafter referred to as the **"Planned Outages"**).

7.3 The SSO shall schedule all the aforementioned works with the aim not to restrict or to restrict the provision of Injection Rates and Withdrawal Services only to a minimum extent.

7.4 The SSO shall publish the Planned Outages in the form of a plan of disponible rates on the Website, as a rule in the form of a monthly forecast for the following calendar year, always by 30 November of the current year. The SSO shall indicate in a table the value corresponding to the respective percentage of the contractual firm Injection Rate and of the contractual firm Withdrawal Rate that represents the maximum limit for nomination/renomination of firm rates by Customers in the relevant month or part thereof. For the avoidance of doubt - if the SSO publishes 100% as the value of disponible firm Injection Rate or firm Withdrawal Rate, the Customer shall be entitled to request in the Nomination/Renomination in the relevant period the provision of firm Injection Rate or firm Withdrawal Rate up to the maximum value

attributable to the relevant balance of his Storage Account under the Gas Storage Agreement. If the SSO publishes 0% as the value of disponible firm Injection Rate or firm Withdrawal Rate, the Customer may not request the provision of such firm Injection Rate or firm Withdrawal Rate in the Nomination/Renomination. If the technical capabilities of the Storage Facility permit on the relevant Gas Day, the SSO may provide the Customer with additional interruptible Injection Rate or additional interruptible Withdrawal Rate on top of the value of disponible rate published for that period, but only up to the maximum of the booked firm Injection Rate or firm Withdrawal Rate. The SSO shall, if necessary, update the disponible rate values well in advance during the year, but no later than fifteen (15) calendar days before the beginning of the period to which the update relates.

7.5 In addition, the SSO shall also send the Planned Outages notifications to Customers electronically by e-mail and publish them on Gas Infrastructure Europe's portal AGSI+ (Aggregated Gas Storage Inventory).

7.6 The SSO shall have the right to interrupt or restrict the provision of the Storage Services even on an unscheduled basis (hereinafter referred to as the **"Unplanned Outages"**), in particular for the following reasons:

(a) in the case of services that are provided as interruptible under the Rules of Operation and/or the Gas Storage Agreement;

(b) in the event of a breach of the terms and conditions set out in ~~the~~ any Gas Storage Agreement by the Customer;

(c) in the event of an imminent threat to the life, health or property of persons and during the elimination of such conditions, including Stabilization Shutdowns;

(d) in the event of a Gas Emergency and the prevention of a Gas Emergency;

(e) in the event of reasons not attributable to the Storage System Operator, such as restrictions/interruptions at Interconnected Network Operators;

(f) in cases specified in the generally binding legislation and/or decisions of the competent authorities, e.g. decisions of the Ministry of Economy of the Slovak Republic pursuant to § 67(6)(j), § 67(8) and § 88 of the Energy Act or any other legal act in accordance with the relevant legislation.

7.7 The SSO shall notify the affected Customers of the Unplanned Outages by e-mail and shall also publish them on the AGSI Portal. If electronic communication cannot be used or in a time-sensitive situation, the SSO shall use the other means of communication referred to in point 5.2, preferably the telephone. It shall subsequently send the notification by e-mail without undue delay. Unless agreed otherwise in the Gas Storage Agreement, in such notification the SSO shall provide the Customer with information on:

(a) the reason for the unscheduled restriction or interruption of the Storage Services;

(b) the expected duration of the unscheduled restriction or interruption of the Storage Services;

(c) the anticipated extent of the unscheduled restriction or interruption of the Storage Services.

The same procedure shall be followed by the Storage System Operator when announcing the termination of an unplanned restriction or interruption of the Storage Services. The Storage System Operator shall use reasonable efforts to reduce the time and mitigate the effects of the unplanned restriction or interruption.

7.8 The SSO shall apply the following order and principles of restriction/interruption of the provision of Injection Rates and/or Withdrawal Rates during the Planned Outages and Unplanned Outages:

(a) to restrict and, if insufficient, to interrupt the provision of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate and Within-Day Injection Rate/Within-Day Withdrawal Rate allocated based on the principle of "first come first served" in reverse order, i.e. the lastly allocated Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate and Within-Day Injection Rate/Within-Day Withdrawal Rate shall be restricted or interrupted as first;

(b) to restrict and, if insufficient, to interrupt the provision of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate allocated based on "pro rata" mechanism also based on the "pro rata" mechanism taking into consideration the ratio between them and the extent of the limitation of the technical capabilities of the Storage Facility;

(c) to restrict and, if insufficient, to interrupt the provision of the interruptible Individual Services and the provision of the interruptible rates agreed in the Gas Storage Agreement. Interruptible Injection Rate/Withdrawal Rate the Nomination/Renomination of which has already been confirmed by the SSO shall be restricted by the SSO taking into account the percentage of utilization of the allocated interruptible Injection Rate/ Withdrawal Rate under the Gas Storage Agreement, whereas firstly the interruptible rates with the highest percentage of utilization as per the Nomination/Renomination on a given Gas Day will be restricted; if the percentage of utilization of the allocated interruptible service under the Gas Storage Agreement is the same, then the allocated interruptible services shall be restricted in a way to maintain the same percentage of utilization;

(d) to restrict and, if insufficient, to interrupt the provision of firm Individual Services and the provision of firm rates agreed in the Gas Storage Agreement. Firm Injection Rate/Withdrawal Rate the Nomination/Renomination of which has already been confirmed by the SSO shall be restricted by the SSO taking into account the percentage of utilization of the allocated firm services under the Gas Storage Agreement, whereas firstly the firm services with the highest percentage of utilization according to the Nomination/Renomination on a given Gas Day shall be restricted ; if the percentage of utilization of the allocated firm service under the Gas Storage Agreements is the same, then the allocated firm services shall be restricted in a way to maintain the same percentage of utilization.

7.9 If the reasons for restriction or interruption apply only to some of the Delivery Points, then the SSO shall restrict or interrupt the Injection Rate/Withdrawal Rate only for those Customers who use the affected Delivery Point for injection/withdrawal of gas into/from the Storage Facility, applying the order and principles of the restriction/interruption under point 7.8 as appropriate.

8 SECURITY

8.1 In the event that the results of the assessment of the gas market participant's financial capability pursuant to points 3.2 and 3.3 of these Rules of Operation indicate a need of increased credit assurance, the gas market participant shall be obliged to provide the SSO, at his request, with adequate security to cover its obligations under the Gas Storage Agreement. The security shall be provided by the gas market participant in accordance with the terms and conditions set out in these Rules of Operation and/or in the Gas Storage Agreement. The Customer shall provide

the SSO with one or more of the following forms of security according to the SSO´s choice and subject to the terms and conditions specified by the SSO:

(a) Bank guarantee

(b) Parent company guarantee

(c) Pledge

(d) Cash collateral or

(e) other form of security.

8.1.1 Bank guarantee

(a) An original of an irrevocable bank guarantee established in favor of the SSO, which must be issued by a bank with a minimum credit rating of A- as rated by Moody's Investors Service ratings or Standard & Poor's Corporation ratings or an equivalent rating by another reputable international rating agency, in an amount at least equal to the amount that will ensure the sufficient coverage of the performance of the Customer's obligations under the Storage Service, whereby the specific amount shall be announced by the SSO to the Customer in advance (hereinafter referred to as the **"Bank Guarantee"**).

(b) The Customer is obliged to submit the Bank Guarantee no later than two (2) Business Days before the commencement of the Storage Service or in accordance with the term agreed in the Gas Storage Agreement.

(c) The Bank Guarantee must explicitly state that:

(i) it is valid and effective in accordance with the requirements of the SSO, (mostly from the effective date of the Gas Storage Agreement, resp. from the date of provision of the Storage Service, until the end of the month following the month in which the Gas Storage Agreement expires);

(ii) the SSO shall be entitled to exercise the Bank Guarantee if the Customer has failed to fulfil any of its obligations under the concluded Gas Storage Agreement and

(iii) shall be payable by the bank without objection on first demand within five (5) Business Days after the delivery of a written demand for payment sent by the SSO.

8.1.2 Parent company guarantee

The Customer shall, with the prior written consent of the SSO, provide security in the form of a parent company guarantee, subject to an assessment of its financial capability as well as the financial capability of its parent company. The provisions set out in point 8.1.1 of these Rules of Operation shall apply mutatis mutandis to the parent company guarantee.

8.1.3 Pledge

The Customer shall, with the prior written consent of the SSO and under the terms and conditions specified by the SSO, provide security in the form of a pledge over the gas owned by the Customer and stored in the Storage Facility pursuant to the Gas Storage Agreement.

8.1.4 Cash collateral

The Customer shall, with the prior written consent of the SSO and under the terms and conditions specified by the SSO, provide security in the form of a cash deposit in the required amount received in the account of the SSO.

8.2 The SSO shall be entitled to require the Customer to provide security or to increase it or to

require another form of a security in accordance with these Rules of Operation also any time after the Gas Storage Agreement has been signed and the Customer shall, within five (5) Business Days of the receipt of such a written request, provide the SSO with the security in accordance with this written request. The SSO shall be entitled to require the Customer to provide a security pursuant to the first sentence in the event of a Material Adverse Change of Circumstances. Material Adverse Change of Circumstances means any of the following circumstances:

(a) **Expiration or compromise of the security**, i.e. the security provided has expired, been revoked, modified, ceased to be valid and effective, has been called into question or is inadequate;

(b) **Impaired performance**, i.e. where, in reasonable judgment of the SSO, the Customer's ability to perform its obligations under the Gas Storage Agreement is materially impaired;

(c) **A change of control of the Customer**, i.e. a change of control of the Customer (regardless of whether it occurred as a result of a merger, reorganization, consolidation or a similar transaction, liquidation or dissolution, sale of shares or other interest or a sale of all or significant assets) has occurred, either through one or more related transactions. For the purposes of this Article, control in relation to a legal person means the power, direct or indirect (through one or more intermediaries), of a person to cause the legal person to be managed in accordance with the instructions of that person by holding of shares or the exercise of voting rights or by virtue of any powers conferred by the constituent or company documents or by shareholders' or similar agreements;

(d) **A fundamental change in the market**.

8.3 If a part of the provided security is exhausted, the SSO has the right to ask the Customer to replenish it to the original amount. The replenishment of the amount of a security must be made within fifteen (15) calendar days of the date on which the SSO requested the replenishment of the security.

8.4 In the event that the Customer fails to provide a security in accordance with these Rules of Operation, the SSO shall be entitled to refuse to provide the Storage Service and shall have the right to withdraw from the Gas Storage Agreement. During the period of the Customer's delay in providing security in accordance with these Rules of Operation, the SSO shall not be in default of its obligations under the Storage Service and shall not be liable for any damages in connection therewith, and the Customer shall continue to pay for the Storage Service during this period.

9 LIABILITY AND FORCE MAJEURE

9.1 Liability

9.1.1 Whoever breaches his/her obligation under the contractual relationship shall be obliged to compensate the other contracting party for the damage caused thereby, unless he/she proves that the breach of the obligation was caused by circumstances excluding liability.

9.1.2 The contracting parties are mutually liable for the return of gas in full extent, i.e. the SSO is liable for the loss of gas in the Storage facility and the Customer, in case it has been provided with gas,

e.g., the Inverse Storage service, is liable for the return of the same quantity of gas, in the same quality, in accordance with the Technical Conditions and in the manner agreed with the SSO. The contracting party obliged to return the gas in accordance with this provision shall, in the event that it fails to return the gas to the entitled contracting party at the agreed time and in the corresponding quantity and quality in accordance with the Technical Conditions, be obliged to compensate the entitled contracting party for the actual damages in money, whereby the amount of actual damages shall be determined on the basis of the price of gas at which the relevant quantity of gas can be procured on the market at the time of the occurrence of the damages, including any costs incurred to procure the gas.

9.1.3 The contracting parties shall not be liable to each other for loss of profit or for any other indirect damages, unless otherwise provided in these Rules of Operation or the Gas Storage Agreement.

9.1.4 The SSO shall be liable for damages for breach of his obligations under the Gas Storage Agreement up to twice the total storage price agreed in the Gas Storage Agreement, however, in no case to more than twice the storage price for twelve (12) Gas Months (annual storage price). If the sum of the individual Customers' claims for damages against the SSO for a single damage event exceeds the maximum limit of EUR 10.0 million (in words: ten million EUR), each Customer's claim for damages shall be reduced pro rata based on the ratio of the maximum limit to the sum of the individual Customers' claims. In the event of an arbitrary breach of obligation by the SSO and in the case pursuant to point 9.1.2, the SSO shall be liable for actual damages without limitation.

9.1.5 In the event of a breach of the Customer's obligation resulting in the SSO withdrawing from the Gas Storage Agreement, the SSO shall be entitled to a contractual penalty in the amount of the difference between the price agreed in the Gas Storage Agreement for the whole term of the Gas Storage Agreement and the part of the price already paid, without prejudice to the SSO's right to compensation for damages.

9.2 Circumstances excluding liability (force majeure)

9.2.1 Circumstances excluding liability, at the time of their duration or at the time of the duration of their consequences, relieve the contracting party from performing its contractual obligations. The contracting party affected by a circumstance excluding liability shall notify the other contracting party in writing of this circumstance excluding the liability without undue delay, stating the length of the period for which the notifying contracting party expects the respective circumstance excluding the liability to last. The contracting party whose performance of an obligation under the Gas Storage Agreement is affected by a circumstance excluding liability shall make reasonable efforts to limit the duration of the circumstance excluding the liability to as short time as possible and to minimize any negative effects that such circumstance may have on the other contracting party.

9.2.2 A circumstance excluding liability within the meaning of this provision shall mean an obstacle arising beyond the obliged contracting party’s control and preventing it from performing its obligations under the Gas Storage Agreement, where the obliged contracting party cannot be reasonably expected to avert or overcome this obstacle or its consequences, and, furthermore, where it cannot be reasonably expected to have foreseen this obstacle at the time of concluding the Gas Storage Agreement.

9.2.3 A circumstance excluding liability shall be deemed to be, in particular without limitation, natural disasters, floods, earthquakes, landslides, pandemics/epidemics, war or war-like situations, civil unrest, fire, breakdowns, accidents, explosions, terrorist attacks, decisions of public authorities

or decisions of international organizations.

9.2.4 Obstacles resulting from personal and economic circumstances of the contracting parties, as well as obstacles to the fulfilment of a contractual obligation that arose only at a time when the obliged contracting party was in delay in the fulfilment of that contractual obligation, shall not be recognized as a circumstance excluding liability.

9.2.5 In case that the circumstance excluding liability lasts for more than seven (7) calendar days, the contracting parties shall enter into negotiations with the aim of reaching a solution acceptable to both contracting parties.

10 RIGHTS AND OBLIGATIONS OF THE PARTIES, INCLUDING COMPLAINTS PROCEDURE

10.1 Customer's rights

Under the terms and conditions of these Rules of Operation and the Technical Conditions, the Customer shall have the right, without limitation, to:

(a) non-discriminatory treatment and transparent access to the Storage Services provided by the SSO within the meaning of these Rules of Operation and the Gas Storage Agreement;

(b) information on the balance of the Customer's Storage Account;

(c) offer the unused Storage Capacity or part thereof to another gas market participant on the secondary market for Storage Capacity;

(d) inform the SSO in case he intends to inject into the Storage Facility gas that does not have the customs status of "Union goods" at least six months before the expected injection in order to enable the SSO to establish customs warehouse and subsequently the Customer shall be obliged to comply with the instructions of the SSO related to the operation of the customs warehouse;

(e) make a complaint in accordance with point 10.4 of these Rules of Operation

10.2 Customer's obligations

Under the terms and conditions of these Rules of Operation, the Customer shall, without limitation:

(a) deliver the gas for storage and withdraw the gas in accordance with the Gas Storage Agreement and the Technical Conditions;

(b) in the event of a crisis situation, follow the measures of the SSO's dispatching as well as the Distribution System Operator or Interconnected Network Operator for the relevant Delivery Point;

(c) pay the price or prices for the services in accordance with the Gas Storage Agreement and these Rules of Operation, and any fees applied in accordance with these Rules of Operation and/or the Price List;

(d) upon request of the SSO, to provide tax documents/declarations in particular the VAT

registration certificate and other taxes registration certificate issued by the relevant tax authority within five days of the request;

(e) provide information necessary for the fulfilment of the SSO's obligations under the relevant legislation, the Rules of Operation or the Technical Conditions, if requested by the SSO;

(f) ensure uninterrupted contact with the SSO during the period of storing gas in the Storage Facility in accordance with the Gas Storage Agreement and the Technical Conditions;

(g) ensure the technical means required for communication with the SSO in accordance with these Rules of Operation;

(h) only store gas owned by the Customer and to which he has full disposition rights and which is not subject to a third party right that conflicts with the rights of the SSO, unless agreed otherwise with the SSO;

(i) provide assistance to the SSO in the event of the need to change the quantity or direction of the physical flow of gas i.e. during gas crisis situation;

(j) provide the SSO with all information and data required for the purpose of fulfilling the contractual obligations of the SSO (e.g. ACER code, Y-EIC code of the balance group, shipper code of the connected network) and grant the SSO a power of attorney if required for the purpose of fulfilling the contractual obligations of the SSO;

(k) to provide correct and complete information and shall promptly notify the SSO of any change regarding the Customer or the Customer's representations. If the Customer fails to comply with these obligations, the Customer shall be liable for any damages incurred by the SSO as a result, including the obligation to bear any additional costs incurred in connection with additional taxation by the tax authorities, including penalties;

(l) inform the SSO if a circumstance according to point 13.2.2 of these Rules of Operation has occurred.

10.3 For so long as the Customer is in default in the performance of its obligations, the SSO shall not be liable for any default in the performance of its contractual obligations resulting from the Customer's failure to comply with his obligations.

10.4 Complaints Procedure

(a) Customers can file a complaint in one of the following ways:

(i) in person, at the place of the SSO’s registered office, providing that a written record of the filing of the complaint shall be drawn up;

(ii) in a letter to the address of the SSO’s registered office;

(iii) via electronic mail to the addresses published on the Website.

(b) A complaint is understood to be the invoking of the responsibility for shortcomings in the SSO’s services.

(c) The Customer is entitled to file a complaint for deficiencies in the provided performance without undue delay after becoming aware of the deficiency in the provided service, unless stated otherwise in these Rules of Operation, in the Technical Conditions or in the Gas Storage Agreement.

(d) A filed complaint must contain:

(i) First name and surname, or business name, and address and telephone number of

the person filing the complaint;

(ii) Subject matter of the complaint (brief and factual description);

(iii) Customer's signature.

(e) Should the complaint fail to contain the details specified in point (d), it will be regarded as unjustified. In such a case, the SSO shall notify the Customer thereof, including an instruction as to what the submitted complaint should contain.

(f) The SSO shall issue and deliver to the Customer a confirmation of receipt of the complaint and shall do so by letter or via electronic mail.

(g) The SSO shall notify the Customer of the handling of the complaint without undue delay or within the time limits under the Gas Storage Agreement, or within the time limits under the provisions of generally applicable laws and regulations.

(h) The procedure according to this point 10.4 shall not apply in the case of a return of an invoice where a special procedure according to Article 11 shall apply.

10.5 Rights of the SSO

Under the terms and conditions of these Rules of Operation and the Technical Conditions, the SSO shall have the right, without limitation, to:

(a) refuse an Application or deny access to the Storage Facility, in accordance with other provisions of these Rules of Operation or if:

(i) it is in contrary to these Rules of Operation or the Technical Conditions;

(ii) there is no available Storage Capacity and/or the SSO does not offer at the moment the service requested by the gas market participant and/or the conditions for the allocation of the Storage Service in accordance with these Rules of Operation and the Technical Conditions are not fulfilled;

(iii) the SSO has been granted a special exemption from the obligation to provide access to the Storage Facility or if other circumstances specified in Section 74 of the Energy Act occur;

(iv) access to the Storage Facility would prevent the performance of obligations of the general economic interest as stated in the relevant laws and regulations;

(v) the gas market participant fails to deliver the Application to the SSO no later than forty (40) days prior to the start of the requested storage or within a different time limit as may be set out in Tender Conditions.

(b) be remunerated for services under the Gas Storage Agreement and the currently valid Price List, including the payment of fees and sanctions applied in accordance with these Rules of Operation and/or the Price List;

(c) request information and cooperation from the Customer necessary for proper performance of the services provided by the SSO;

(d) require security in accordance with Article 8 of these Rules of Operation;

(e) dispose of the Customer’s gas that remained in the Storage Facility after the termination of a Gas Storage Agreement in accordance with these Rules of Operation;

(f) reject or restrict Customer’s Nominations or Renominations in accordance with these Rules of Operation, Gas Storage Agreement and/or the Technical Conditions;

(g) establish the basic criteria and Tender Conditions for allocating the services provided

under Article 3 of these Rules of Operation;

(h) the SSO holds a right of retention over the stored gas to secure its claims under the Gas Storage Agreement;

(i) provide gas market participants with Storage Capacity that exceeds the technical capacity of the Storage Facility achievable under standard conditions, taking into account the statistical scenarios of the probable amount of physically unused capacity and the technical and geological characteristics of the Storage Facility and the commercial structure of Storage Services and its usage by the Customers;

(j) In the event that either new taxes, duties and fees (hereinafter collectively referred to as **"Fees"**) are introduced, or the existing are increased after the conclusion of the Gas Storage Agreement as a result of legislative changes or a decision of the Interconnected Network Operator which the SSO is obliged to pay when providing services under the Gas Storage Agreement, the SSO shall have the right to unilaterally increase the price agreed in the Gas Storage Agreement or the fees applicable in accordance with these Rules of Operation and/or the Price List exclusively to the extent corresponding to such new Fees or the difference between the new amount of the Fees and their original amount, as the case may be, or to charge the Customer the Fees and the Customer shall in this case be obliged to pay them to the SSO.

In the event of the exercise of the right under the above, the SSO shall, without undue delay, send to the Customer a written notice of the commencement of the exercise of that right, containing accurate and complete information about the adjustment of the price and/or fees and the reason for this adjustment, together with evidence of the reason for the adjustment, or, as the case may be, accurate and complete information about the charging of the Fees to the Customer and the reason for the charging of the Fees, together with evidence of this reason.

(k) to interrupt and/or limit the provision of Storage Services to the Customer in the cases provided for in the Energy Act or other generally applicable legislation, in Gas Storage Agreement, in these Rules of Operation and/or in the Technical Conditions as well as in the event of restriction/interruption of Interconnected Network Operator.

10.6 Obligations of the SSO

Under the terms and conditions of these Rules of Operation and the Technical Conditions, the SSO shall have the obligation, without limitation, to:

(a) conclude a Gas Storage Agreement with a person who so requests, provided the Applicant fulfils the Technical Conditions and the conditions specified in these Rules of Operation;

(b) provide access to the Storage Facility on a transparent and non-discriminatory basis pursuant to these Rules of Operation and the Gas Storage Agreement;

(c) take over from the Customer the quantities of gas up to the values set out in the Gas Storage Agreement, and to inject such quantities of gas into the Storage Facility and keep them in the Storage Facility and subsequently withdraw and deliver them to the Customer;

(d) interrupt the provision of Storage Services on the basis of a decision of the Ministry of Economy of the Slovak Republic pursuant to § 67(6)(j), § 67(8) and § 88 of the Energy Act or any other legal act based on the valid legislation;

(e) provide the Interconnected Network Operator with the information necessary to ensure

the operability of the connected network;

(f) provide gas market participants with the information necessary to access the Storage Facility;

(g) follow the allocation principles in accordance with these Rules of Operation and/or Technical Conditions;

(h) comply with the quality standards for gas storage, including their evaluation in accordance with the relevant legislation, in particular with the Decree of the Office for Regulation of Network Industries No. 278/2012 Coll., which establishes the quality standards for gas storage, gas transportation, gas distribution and gas supply, as amended.

11 INVOICING AND PAYMENT TERMS

11.1 For the purposes of Article 11 of these Rules of Operation:

a) debtor means the contracting party who has a monetary obligation (payment obligation) towards the other contracting party;

b) creditor means the contracting party to whom the other contracting party has a monetary obligation (payment obligation), i.e. the contracting party who has a monetary claim against the other contracting party.

11.2 Payments by the debtor to the creditor shall be made on the basis of invoices issued and delivered according to these Rules of Operation and a contract concluded on the basis of these Rules of Operation~~invoices~~. The debtor shall be obliged to pay the invoiced amount in full in euros. If a variable symbol is stated in the invoice, the debtor is obliged to use this variable symbol in the payment transaction.

11.3 The debtor is obliged to fulfil his monetary obligation (payment obligation) by bank transfer to the creditor's bank account. All costs (including bank charges) associated with the bank transfer shall be borne by the debtor.

11.4 The maturity of the invoice shall be fourteen (14) calendar days from the day/date of its delivery to the other contracting party, unless otherwise agreed in a contract concluded on the basis of these Rules of Operation. For the avoidance of doubt, if a different maturity is stated in the invoice, the maturity according to the preceding sentence shall apply.

11.5 If the end of the period for the fulfilment of a monetary obligation (payment obligation) falls on a calendar day that is not a Business Day, the end of the period for the fulfilment of that monetary obligation (payment obligation) shall be the next Business Day following that calendar day.

11.6 The day of fulfilment of the monetary obligation (payment obligation) of the debtor shall be deemed to be the day on which the owed amount is credited to the creditor's bank account.

11.7 In the event of debtor’s delay in payment of his monetary obligation (payment obligation), the creditor is entitled to invoice interest on late payment in the amount of the European Central Bank base rate valid on the first day of the delay in fulfilling of the monetary obligation

(payment obligation) increased by ten (10) percentage points per annum (360 days) from the owed amount, whereas the interest on late payment shall be calculated for each (even a started) day of delay. This is without prejudice to the right to compensation for damages. If the European Central Bank base rate valid on the first day of the delay in fulfilling of the monetary obligation (payment obligation) is negative, it will be deemed to be zero for the purpose of calculating the interest on late payment (i.e. in this case the rate of 10 % per annum shall be applied for the purposes of calculating the interest on late payment).

11.8 All prices, fees and their components agreed/applied on the basis of these Rules of Operation and/or a contract concluded on the basis of these Rules of Operation are exclusive of value added tax (VAT), excise taxes, customs duties and other similar payments (charges) stipulated by valid generally binding legal regulations, whereas these shall be invoiced/applied in accordance with valid generally binding legal regulations.

11.9 The invoicing period is usually a calendar month. For invoicing purposes, a Gas Month is considered a calendar month and a Gas Day is considered a calendar day.

11.10 Method of invoicing and deadline for issuing and delivering an invoice:

a) The price for the Storage Services referred to in points 2.1 and 2.2.1 of these Rules of Operation agreed in the contract concluded on the basis of these Rules of Operation (usually referred to as the "Storage Price") shall represent the price for the whole period agreed in the contract concluded on the basis of these Rules of Operation (usually referred to as the "Storage Period").

   This price will be invoiced monthly in proportion to the number of Gas Months of the agreed period. If the agreed period does not commence on the first Gas Day of a Gas Month and/or does not end on the last Gas Day of a Gas Month, a proportional part of that price, attributable to the number of Gas Days of that incomplete Gas Month, will be invoiced for such incomplete Gas Month.

   The invoice will be issued monthly and delivered for each Gas Month of the agreed period no later than on the fourteenth (14th) calendar day of the respective month. If the beginning of the agreed period is set to a day other than the first Gas Day of the Gas Month, the first invoice (for such incomplete Gas Month) will be issued and delivered within fourteen (14) calendar days of the beginning of the agreed period.

   The supply of a service invoiced pursuant to this point 11.10 (a) of these Rules of Operation is, within the meaning of Slovak legislation relating to value added tax, a repeated supply of a service that takes place within repeated agreed time periods.

b) The price for the Storage Services referred to in points 2.3 and 2.4 of these Rules of Operation, which the Customer is obliged to pay to the SSO in accordance with these Rules of Operation, shall be determined in the contract concluded on the basis of these Rules of Operation and/or the Price List.

   The invoice for the aforementioned services shall be issued by the SSO and delivered to the Customer no later than on the fourteenth (14th) calendar day of the month following the end of the month in which these services were provided.

c) Other prices and fees will be invoiced and the respective invoices will be issued and delivered no later than on the fourteenth (14th) calendar day of the month following the end of the month in which the relevant services were provided, or to which the respective

prices and fees relate, or to which the respective prices and fees apply, if the contract concluded on the basis of these Rules of Operation does not stipulate otherwise.

11.11 All invoices shall be issued in euros. Each invoice must correctly contain all the particulars and details required by the valid generally binding legal regulations, these Rules of Operation and the contract concluded on the basis of these Rules of Operation. Each invoice must contain a reference to the relevant contract concluded on the basis of these Rules of Operation (contract number) and the creditor's bank account details (in the form of IBAN and SWIFT/BIC).

11.12 If an invoice is incorrect and/or does not contain the correct particulars and details required by the valid generally binding legal regulations and/or these Rules of Operation and/or the contract concluded on the basis of these Rules of Operation, the party to whom the invoice has been delivered shall be entitled within ten (10) calendar days from the day of delivery of the invoice to return the invoice without payment for correction, in which case this party shall be obliged to state the specific reasons for such return. By a rightful return of the invoice, the maturity of the invoice shall cease to run, and the new maturity shall start anew from the day of delivery of the new (corrected) invoice. In the event of a rightful return of the invoice, the party who issued the invoice shall be obliged to issue and deliver a new (corrected) invoice no later than five (5) calendar days from the day of the return of the invoice.

11.13 If a fact is discovered for which a corrective invoice (debit note or credit note) must be issued, and provided that the procedure under point 11.12 of these Rules of Operation has not been invoked, the party that issued the original invoice shall be obliged to issue and deliver a corrective invoice (debit note or credit note) to the other party within fourteen (14) calendar days from the day of discovery of the fact in question.

11.14 The creditor's bank account details in the form of IBAN and SWIFT/BIC stated in the invoice must be identical to the bank account details agreed in the relevant contract concluded on the basis of these Rules of Operation or to the bank account details stated in the creditor's last duly delivered notice of change of bank account details in accordance with these Rules of Operation. Otherwise, the party to whom the invoice was delivered shall have the right to return the respective invoice to the party who issued the invoice for correction of the discrepancies.

11.15 A change of bank account details for the purposes of a contract concluded on the basis of these Rules of Operation may also be made in a manner other than by an amendment to the respective contract, namely by a duly written notice of change of bank account details of the respective contracting party delivered to the other contracting party. Such notice must be signed by the persons authorized to act on behalf of the respective contracting party as listed in the commercial register or equivalent register in the country of registered seat of the respective contracting party. A change of bank account details for the purposes of a contract concluded on the basis of these Rules of Operation shall take effect on the day specified in the notice of change of bank account details, but not earlier than on the tenth (10th) calendar day following the day of delivery of the notice to the other contracting party. If the day from which the change of bank account details is to take effect is not specified in the notice, the change of bank account details for the purposes of the contract concluded on the basis of these Rules of Operation shall take effect on the tenth (10th) calendar day following the day of delivery of the notice to the other contracting party.

11.16 The SSO and the Customer shall issue and deliver all invoices exclusively in electronic format, as follows:

a) If the SSO or the Customer is, pursuant to the valid generally binding legal regulations,

obliged to issue an invoice solely in the format of an electronic document enabling its automated and electronic processing (XML), in a data structure compliant with the European standard on electronic invoicing and the list of its syntaxes according to the relevant European Union legislation, the party issuing the invoice shall issue such invoice and deliver it to the other contracting party in the manner specified in point 11.16 c) of these Rules of Operation.

b) If the SSO or the Customer is not obliged to issue an invoice pursuant to point 11.16 a) of these Rules of Operation, the party issuing the invoice shall issue and deliver to the other contracting party an invoice in accordance with point i) or point ii) below, it being at the discretion of the party issuing the invoice which procedure shall be applied:

i) The party issuing the invoice shall issue the invoice in XML format in accordance with point 11.16 a) of these Rules of Operation and shall deliver it to the other contracting party in the manner specified in point 11.16 c) of these Rules of Operation, whereas the party issuing the invoice may apply this procedure under this point i) only if the other contracting party is capable of receiving such invoice by the respective manner of delivery.

ii) The party issuing the invoice shall issue the invoice in PDF format and deliver it to the other contracting party in the manner specified in point 11.16 d) of these Rules of Operation.

c) If the party issuing the invoice issues the invoice in XML format pursuant to point 11.16 a) or point 11.16 b) i) of these Rules of Operation, such party shall be obliged to send such invoice through a delivery service designated for electronic invoices (or through such party's Peppol Access Point) via a certified provider of delivery service designated for electronic invoices (or via such party's Peppol Access Point provider) that facilitates the exchange of electronic invoices through the Peppol (Pan-European Public Procurement Online) network. As attachments to the invoice sent in the manner specified in this point 11.16 c) of these Rules of Operation shall be all required attachments to such invoice under the contract concluded on the basis of these Rules of Operation exclusively in formats supported by the Peppol network and the relevant Peppol BIS (Business Interoperability Specifications) specification valid as of the day of sending of the invoice.

d) If the party issuing the invoice issues the invoice in PDF format pursuant to point 11.16 b) ii) of these Rules of Operation, such party shall be obliged to send such invoice to the other contracting party by e-mail using the e-mail addresses in accordance with points 11.17 to 11.21 of these Rules of Operation. The invoice (as a PDF file) shall be delivered by such party to the other contracting party in a separate e-mail, whereas the respective e-mail shall contain all required attachments to such invoice, in accordance with the contract concluded on the basis of these Rules of Operation, in PDF format. Neither contracting party shall be entitled to interfere with the invoice already issued and delivered in this manner, nor to change its content.

~~**11.16** In order to ensure the authenticity of the origin, the integrity of the content and the legibility of the invoices:~~

~~a) each invoice shall be delivered (sent and received) by e-mail and by use of e-mail addresses in accordance with points 11.17 to 11.21 of these Rules of Operation as a separate file in pdf format, whereas the respective e-mail shall contain all required attachments to the invoice, in accordance with the contract concluded on the basis of these Rules of Operation, in~~

~~pdf format;~~

~~b) neither party is entitled to interfere with the invoice already issued and delivered, nor to change its content.~~

11.17 For the purpose of delivering invoices pursuant to point 11.16 b) ii) of these Rules of Operation, the SSO and the Customer shall agree in the contract concluded on the basis of these Rules of Operation the Customer's e-mail address from which invoices will be sent and the Customer's e-mail address to which invoices will be received, and the SSO's e-mail address from which invoices will be sent and the SSO's e-mail address to which invoices will be received.

11.18 For the purpose of delivery of invoices pursuant to point 11.16 b) ii) of these Rules of Operation, the Customer and the SSO shall be entitled to change the e-mail addresses for receiving and/or sending invoices by a written notice delivered to the other contracting party in accordance with point 11.22 of these Rules of Operation. Such change shall take effect on the day from which the change of e-mail address is to be effective as specified in such notice, but not earlier than on the tenth (10th) calendar day following the day of delivery of such notice. If the day from which the change of e-mail address is to take effect is not specified in the notice, the change of e-mail address shall take effect on the tenth (10th) calendar day following the day of receipt of such notice.

11.19 The e-mail addresses designated for the delivery of invoices in accordance with these Rules of Operation (i.e. pursuant to points 11.17 and 11.18 of these Rules of Operation) shall be used solely for the delivery (sending and receiving) of invoices pursuant to point 11.16 b) ii) of these Rules of Operation and the required attachments to invoices.

11.20 An invoice shall be deemed delivered as follows:

a) The invoice issued by the relevant contracting party in XML format pursuant to point 11.16 a) or point 11.16 b) i) of these Rules of Operation shall be deemed delivered on the day of its successful delivery to the Peppol Access Point of the other contracting party on the other contracting party's Peppol ID (Identifier). If the invoice is not successfully delivered as referred to in the preceding sentence due to a failure on the part of the other contracting party, the invoice shall be deemed delivered on the day on which it is sent through a delivery service designated for electronic invoices (or through the relevant contracting party's Peppol Access Point) via a certified provider of delivery service designated for electronic invoices (or via the relevant contracting party's Peppol Access Point provider) that facilitates the exchange of electronic invoices through the Peppol network.

b) The invoice issued by the relevant contracting party in PDF format pursuant to point 11.16 b) ii) of these Rules of Operation shall be deemed delivered on the day of sending of the invoice from the e-mail address of the sender (the relevant contracting party who issued the invoice) designated for sending invoices pursuant to points 11.17 and 11.18 of these Rules of Operation to the e-mail address of the recipient (the other contracting party to whom the invoice is to be delivered) designated for receiving invoices pursuant to points 11.17 and 11.18 of these Rules of Operation.

~~**11.20** The invoice shall be deemed delivered on the day of sending of the invoice from the e-mail address of the sender (the party who issued the invoice) designated for sending invoices pursuant to points 11.17 and 11.18 of these Rules of Operation to the e-mail address of the recipient (the party to whom the invoice has been issued) designated for receiving invoices pursuant to points 11.17 and 11.18 of these Rules of Operation.~~

11.21 The Customer and the SSO declare that they have access to the e-mail addresses they have designated in accordance with these Rules of Operation for delivery of invoices (i.e. pursuant to points 11.17 and 11.18 of these Rules of Operation) and that receiving of invoices from the ~~other contracting~~ party who issued them will not be blocked on their side in any way. The Customer and the SSO shall be obliged to take measures to enable the receiving of invoices from the ~~other contracting~~ party who issued them to the e-mail addresses designated by them.

11.22 Communication between the Customer and the SSO for the purpose of fulfilling the rights and obligations under Article 11 of these Rules of Operation shall be preferably conducted by e-mail.

12 GAS NOT WITHDRAWN

12.1 Unless otherwise agreed between the SSO and the Customer, the Customer shall be obliged to withdraw the full amount of gas from the Storage Facility before the expiry of validity and effectiveness of the Gas Storage Agreement. The Customer may, with the consent of the SSO, transfer unwithdrawn gas to another Storage Account held by the SSO for the Customer under another valid and effective Gas Storage Agreement, using the service of Transfer of Gas in the Storage Facility in accordance with these Rules of Operation, on the last Gas Day of validity of the Gas Storage Agreement, whereas such transfer shall be deemed to be included in the storage price agreed in the Gas Storage Agreement from which the gas is being transferred.

12.2 If the Customer does not withdraw the entire quantity of gas from the Storage Facility nor does he transfer it to another Storage Account pursuant to point 12.1 of these Rules of Operation, the SSO shall be entitled to sell all or part of the unwithdrawn gas in an appropriate manner for the account of the owner of such gas (i.e. the Customer). From the proceeds of the sale, which the SSO shall be obliged to return to the Customer without undue delay, the SSO may deduct:

(a) the price for the storage of such gas in the Storage Facility, corresponding to the price for the provided services applied appropriately in accordance with the prices set out in the Price List currently in force and published on the Website, for the period from the expiry of the effectiveness of the Gas Storage Agreement until the date of sale of the unwithdrawn gas;

(b) the costs incurred in connection with selling the unwithdrawn gas;

(c) any damages suffered as a result of not withdrawing gas under the Gas Storage Agreement;

(d) penalty in the amount of twice the price pursuant to point (a) of this point, without prejudice to the right of the SSO to compensation for damages;

(e) any rights and claims it has against the Customer in connection with the Gas Storage Agreement.

12.3 In the event that the Customer fails to withdraw the full amount of gas from the Storage Facility before the expiry of validity and effectiveness of the Gas Storage Agreement due to the fact that the SSO has exercised its right of retention on the gas in accordance with applicable law, the SSO shall be entitled to sell all or part of the unwithdrawn gas in an appropriate manner at the expense of the owner of such gas (i.e. the Customer). From the proceeds of the sale, which the SSO is obliged to deliver to the Customer without undue delay, the SSO may deduct the same

costs as specified under point 12.2 of these Rules of Operation. The SSO shall be entitled to proceed in accordance with this point, provided that:

(a) the Customer has failed to settle the SSO's claim, which is secured by the right of the retention of the SSO, even within a reasonable additional period granted by the SSO, and at the same time

(b) the SSO has withdrawn from the Gas Storage Agreement, or the relevant Gas Storage Agreement has expired.

12.4 If during the term of the Gas Storage Agreement the Customer has stored more gas than the contractually agreed amount, the Customer shall, in cooperation with the SSO, remedy this situation at its own expense within the period specified by the SSO in a written notice delivered to him and pay to the SSO the price for the storage of such gas in the Storage Facility, which corresponds to the price for the provided services, reasonably in accordance with the prices set out in the currently valid Price List published on the Website, for the period during which the Customer has stored a quantity of gas greater than the contractually agreed amount. If the Customer fails to comply with this condition within the period referred to in the preceding sentence, the SSO shall be entitled to sell the excess quantity of gas on the Customer's account and reduce the quantity of stored gas to the contractual value. The SSO shall be obliged to deliver the proceeds of the sale to the Customer without undue delay, whereas the SSO is entitled to deduct:

(a) the price for the storage of such gas in the Storage Facility, corresponding to the price for provided services applied appropriately in accordance with the prices set out in the Price List currently in force and published on the Website, for the period during which the Customer stored more gas than contractually agreed;

(b) the costs incurred in connection with the sale of unwithdrawn gas;

(c) any damages suffered as a result of not withdrawing gas under the Gas Storage Agreement and/or storing a higher amount of gas than contractually agreed;

(d) penalty in the amount of twice the price pursuant to point (a) of this point, without prejudice to the right of the SSO to compensation for damages;

(e) any rights and claims it has against the Customer in connection with the Gas Storage Agreement.

12.5 The SSO shall also be entitled to apply the procedure under clause 12.2 also to any entity whose gas will be stored in the Storage Facility without a valid and effective Gas Storage Agreement.

13 WITHDRAWAL FROM THE GAS STORAGE AGREEMENT

13.1 The Customer is entitled to withdraw from the Gas Storage Agreement in writing if:

13.1.1 The SSO materially breaches the Gas Storage Agreement, these Rules of Operation or the Technical Conditions, whereby a material breach shall be deemed to be a circumstance where, within a period of three (3) consecutive months, the SSO has repeatedly failed to fulfil duly confirmed injection or withdrawal nominations without good reason or for reasons other than those set out in the Gas Storage Agreement, these Rules of Operation or the Technical

Conditions and the SSO has not provided/offered substitute performance or other compensation for the non-fulfilment of such requirements, where the reason for the SSO's failure to fulfil the requirement is not caused by the Customer or the Interconnected Network Operator.

13.1.2 One of the following circumstances occurs:

(a) a circumstance excluding the liability of the parties that lasts for more than six (6) months; and/or

(b) the SSO files a petition with the court for the declaration of bankruptcy or restructuring of the SSO; and/or

(c) the SSO is bankrupt; and/or

(d) the court declares the SSO bankrupt or approves a restructuring, or dismisses the bankruptcy due to lack of assets of the SSO; and/or

(e) the general assembly of the SSO decides to dissolve the SSO and liquidate it; and/or

(f) the competent court has made a final order for the dissolution and/or liquidation of the SSO on the court's own initiative or on the basis of a petition by a third party.

13.2 The SSO is entitled to withdraw in writing from the Gas Storage Agreement if:

13.2.1 The Customer materially breaches the Gas Storage Agreement, these Rules of Operation or the Technical Conditions, whereby a material breach shall be deemed to have occurred when:

(a) the Customer fails to pay any monetary obligation (payment obligation) owed to the SSO within ten (10) Business Days of the due date thereof; and/or

(b) the Customer fails to return the gas provided by the SSO in accordance with the relevant Gas Storage Agreement, e.g., Inverse Storage and/or

(c) the Customer fails to comply with the compulsory injection/withdrawal into/from the Storage Facility in case of provision of Storage Service with specified compulsory flows and/or

(d) the Customer fails to provide the security including its increase required by the SSO in accordance with these Rules of Operation and/or the Gas Storage Agreement and/or

(e) the SSO demonstrates that the Customer provided false or misleading information and/or documents to the SSO; and/or

(f) the Customer materially breaches the Gas Storage Agreement, these Rules of Operation or the Technical Conditions in any other way and/or

(g) the Customer materially breaches any contract entered into with the SSO.

13.2.2 One of the following circumstances occurs:

(a) a circumstance excluding the liability of the parties that lasts for more than six (6) months; and/or

(b) the Customer files a petition in court for the Customer's bankruptcy or restructuring and/or similar act under the law of the Customer's country of domicile; and/or

(c) the Customer is bankrupt or is in another similar position that is equivalent to bankruptcy under the law of the Customer's country of domicile; and/or

(d) the court declares the Customer bankrupt or approves a restructuring or dismisses the bankruptcy due to lack of Customer's assets and/or similar legal effects equivalent to the

above occur under the law of the Customer's country of domicile and/or

(e) the general assembly of the Customer decides to dissolve the Customer and wind it up and/or

(f) the competent court has made a final order for the dissolution and/or liquidation of the Customer on the court's own initiative or on the basis of a petition by a third party; and/or

(g) enforcement of a decision or execution proceedings in relation to the Customer's property (at the stage after the issuance of an enforcement order) are pending on the basis of a final and enforceable decision and/or an enforcement order and/or

(h) the Customer's actions demonstrably threaten or could materially threaten the security of the gas network; and/or

(i) the Customer (or a person controlled by or controlling the Customer or its ultimate beneficial owner or a person who is a statutory body of the Customer) has been sanctioned under the Sanctions List.

13.3 In case that any of the events set out above occur, the withdrawing party shall be entitled to withdraw from the affected Gas Storage Agreement and/or all Gas Storage Agreements entered into by the parties if it notifies the breaching party in writing.

13.4 Withdrawal from the Gas Storage Agreement must be made in writing and delivered to the other contracting party. Withdrawal from the Gas Storage Agreement shall take effect on the date of its delivery to the other contracting party.

13.5 Withdrawal from the Gas Storage Agreement shall not affect claims for compensation for damages arising from breach of the Gas Storage Agreement, these Rules of Operation or the Technical Conditions, claims for payment of contractual penalties and interest on late payment, claims arising from provisions on the provision of security, or contractual provisions relating to the settlement of disputes between the contracting parties and other provisions, which, according to the expressed intention of the contracting parties or by their nature, are intended to survive the termination of the validity and effectiveness of the Gas Storage Agreement.

13.6 In case that any of the events referred to in points 13.2.1 (a) to (g) and/or 13.2.2 (a) to (i) occur, the SSO shall be entitled to demand immediate return of the gas it has provided to the Customer (e.g., under the Inverse Storage service).

14 DISPUTE RESOLUTION

14.1 Dispute and its resolution

The parties shall attempt in good faith to settle amiably any disputes or disagreements arising from or in connection with the Gas Storage Agreement (**"Dispute"**) without automatically resorting to court or arbitration proceedings.

In the event of a Dispute, the contracting party claiming the existence of a Dispute between the contracting parties shall deliver to the other contracting party a written notice in which it proposes that the contracting parties attempt to resolve the dispute amicably (**"Notice of Dispute"**).

The Notice of Dispute shall contain, in particular, a description of the Dispute, a proposal for Dispute resolution, and the identification of the persons who will be authorized to negotiate the Dispute on behalf of the contracting party under this point. In response to the Notice of Dispute, the other contracting party shall notify, in writing, the persons who will be authorized to negotiate the Dispute on behalf of that party and shall do so no later than five (5) Business Days from the day of delivery of the Notice of Dispute.

If the contracting parties fail to agree on a complete resolution of the Dispute within thirty (30) calendar days from the day of delivery of the Notice of Dispute to the other contracting party, the Dispute shall be definitively settled pursuant to point 14.2, unless the parties agree otherwise in writing. The contracting parties may also agree, in writing, on extending the time limits under the preceding sentence.

14.2 Arbitration

14.2.1 If the contracting parties fail to settle the Dispute under point 14.1 and fail to agree otherwise in writing, the Dispute shall be referred to the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (the **"Arbitration Court"**) for arbitration conducted in English by three arbitrators under the rules of the aforementioned Arbitration Court (the **"VIAC Rules"**), providing that, unless the contracting parties agree otherwise:

(a) each party shall appoint one arbitrator;

(b) the third arbitrator, who shall act as chairman of the tribunal of the Arbitration Court, shall be appointed by the two arbitrators appointed by or on behalf of the contracting parties. If the third arbitrator is not chosen and nominated to the Arbitration Court for appointment within thirty (30) calendar days from the delivery of the request for nomination, the third arbitrator shall be chosen and appointed by the Arbitration Court itself pursuant to the VIAC Rules.

14.2.2 Where the amount in a Dispute does not exceed 500,000 EUR, the arbitration tribunal shall be composed of a sole arbitrator to be chosen and appointed by the Arbitration Court. The amount in a Dispute includes the claimant's claims in the application for arbitration and any counterclaims in the respondent's response to the application for arbitration.

14.2.3 The Arbitration Court shall decide on the basis of the wording of the Gas Storage Agreement in accordance with the governing law of the Gas Storage Agreement, and this decision shall be final, enforceable and binding for the parties.

15 FINAL PROVISIONS

15.1 Delivery

All notices under the Gas Storage Agreement, these Rules of Operation and the Technical Conditions shall be delivered in accordance with this point unless otherwise specified in the Gas Storage Agreement, these Rules of Operation or the Technical Conditions. All notices shall be sent by registered mail, express courier service or e-mail and shall be deemed to have been duly

delivered to the relevant contracting party by their delivery or by refusal of acceptance by the recipient; in case of e-mail notices they shall be deemed to have been duly delivered to the relevant party by confirmation of a successful transmission to the recipient, to the addresses specified by the parties in the heading of the Gas Storage Agreement and/or specifically stated in any other provision of the Gas Storage Agreement, including the Annexes to the Gas Storage Agreement. If the addressee does not accept the delivery of the consignment within five (5) calendar days of its dispatch, the consignment shall be deemed to have been delivered even if the addressee has not become aware of its contents.

15.2 Application of these Rules of Operation to Gas Storage Agreement

15.2.1 The provisions of these Rules of Operation set out the terms and conditions for access to and use of the Storage Facility and are binding for all gas market participants on the date when the decision of the Office for Regulation of Network Industries on approval of these Rules of Operation enters into force in its full extent, unless otherwise agreed by the parties. Any references to the Rules of Operation in the Gas Storage Agreement in force at the time of the entry into force of the amendments to these Rules of Operation shall be deemed to be references to the amended Rules of Operation and their relevant provisions which correspond most closely to the original content of the relevant provisions.

15.2.2 These Rules of Operation shall form an integral part of all contracts concluded on the basis of these Rules of Operation, including Gas Storage Agreements concluded before the decision of the Office for Regulation of Network Industries on the approval of these Rules of Operation enters into force.

15.2.3 In the event that the Gas Storage Agreement is in conflict with these Rules of Operation and the provisions of the Gas Storage Agreement shall prevail over the provisions of these Rules of Operation, except for the provisions on security, liability for damage, provisions on gas not withdrawn and withdrawal from Gas Storage Agreement in Gas Storage Agreements concluded before these Rules of Operation entered into force, for which the provisions of these Rules of Operation shall prevail.

15.2.4 For the purposes of these Rules of Operation, all contracts for provision of Storage Services concluded in accordance with these Rules of Operation, including Framework Agreement and Individual Contracts, shall be deemed to be a Gas Storage Agreement under these Rules of Operation except of the contract based on which the SSO shall report the fundamental data for Rights Executor to ACER (REMIT data).

15.2.5 What was previously referred to as Interconnection point with the Transmission System shall be referred to as the Delivery Points with the Transmission System - Domestic Point. What was previously referred to as Interconnection Point of VTP Austria via Baumgarten and Interconnection Point with the Virtual Trading Point Austria via cross-border connection of the Storage Facility with the Transmission System of eustream, a.s. shall be referred to as the Delivery Point Baumgarten. What was previously referred to as Interconnection Point with the Virtual Trading Point Austria shall be referred to as the Delivery Point with VTP Austria via MAB/WAG. What was previously referred to as Interconnection Point – VTP Slovakia shall be referred to as the Delivery Point VTP Slovakia.

~~**15.2.5**~~**15.2.6** If a Gas Storage Agreement concluded between the SSO and the Customer prior to the effective date of these Rules of Operation refers to point 4.4 of the Rules of Operation, such reference shall be deemed to be a reference to point 4.5 of these Rules of Operation.

15.3 Obligation of confidentiality

15.3.1 The Gas Storage Agreement is, in whole and in part, a confidential document that may not be disclosed to third parties without the prior written consent of the other contracting party. The information that has been or will be exchanged between the contracting parties in connection with the performance of the Gas Storage Agreement or the information exchanged between the Applicant and the SSO after the submission of the Application shall be confidential and the contracting parties may not divulge or otherwise disclose such information to any third party.

15.3.2 Employees of the contracting parties who, by virtue of their employment, do not normally have access to documents such as the Gas Storage Agreement or are not bound to the relevant contracting party by a duty of confidentiality at least to the extent set out in this point shall also be deemed to be third parties within the meaning of this point 15.3. However, external advisers to the contracting parties who are also bound to that contracting party by a statutory or contractual duty of confidentiality at least to the extent set out in this point 15.3 shall not be deemed to be third parties.

15.3.3 The confidentiality obligations under these Rules of Operation do not apply to the disclosure of operational information and data transmission to Interconnected Network Operators or other authorities responsible for the operation of the gas market (e.g. market area manager).

15.3.4 The Parties acknowledge that no breach of obligation according to this point occurred in case where the disclosure of confidential information to a party is required by a generally binding legal regulation or a case where the disclosure of confidential information is requested by a governmental, regulatory or other public authority. The parties acknowledge that no breach of obligation according to this point occurred in case where a contracting party provides confidential information for the purpose of evaluating of the financial capability of the Customer or for the purpose of keeping consolidated accounts, financial reporting or similar information to employees of a company which is part of the group to which the contracting party belongs, provided that such employees are bound by a duty of confidentiality at least to the extent set out in this point 15.3 and where the provision of such information is necessary for the conclusion or performance of a contract with a company which is part of the group to which the contracting party belongs. It is also not a breach of the provisions of this point 15.3 if the SSO provides data as part of its KYC assessment by third parties.

15.4 Nature of these Rules of Operation

15.4.1 Amendments to these Rules of Operation are proposed in accordance with the relevant legislation. The SSO may amend or supplement these Rules of Operation only on the basis of decisions on the approval of the relevant amendments issued by the Office for the Regulation of Network Industries.

15.4.2 In the event that the SSO publishes these Rules of Operation also in other language than Slovak and there is a difference or contradiction between the Slovak version and the foreign language version of these Rules of Operation, the Slovak version shall prevail.

15.5 Law

The law of the Slovak Republic shall be the governing law for these Rules of Operation, the Gas Storage Agreement and all other contractual relations which are and will be concluded in the

future on the basis of these Rules of Operation.

15.6 Severability of the obligations under the Gas Storage Agreement

Any provision of the Gas Storage 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 the Gas Storage Agreement shall not be affected. In such a case, the SSO and the Customer shall, under the applicable legal regulations, 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.

15.7 Effectiveness and changes to the Rules of Operation

15.7.1 These Rules of Operation shall enter into force on the date of the effectiveness of the decision of the Office for Regulation of Network Industries by which they were approved and shall at the same time fully replace the Rules of Operation approved by the decision of the Office for Regulation of Network Industries No. ……..

15.7.2 The SSO shall publish these Rules of Operation on the Website and shall also notify the existing Customers of this fact by e-mail. Upon publication of the Rules of Operation, the change to the Rules of Operation shall be deemed to have been notified.

15.7.3 Any reference to the singular also includes the plural and vice versa. Any reference to a third party includes any natural person, legal person, association or company.

16 DEFINITIONS

Unless otherwise specified in these Rules of Operation, the terms beginning with a capital letter shall have the following meaning:

1. **"Agency"** means the Agency for the Cooperation of Energy Regulators (ACER) and its possible legal successor;
2. **"Applicant"** means a natural or a legal person who applies to the SSO for the provision of services under these Rules of Operation;
3. **"Application"** means an application for allocation of Storage Services;
4. **"Balance group of NAFTA a.s."** means a balance group established and operated in accordance with Austrian legislation where the SSO is registered as the Balance Group Responsible Party in VTP Austria;
5. **"Baumgarten entry/exit point"** means the Baumgarten entry/exit point as defined in the operational order of the TSO;
6. **"Business Day"** means a day which does not include a Saturday, Sunday, a public holiday or a day of rest in the Slovak Republic;
7. **"CEGH"** means the operator of the Virtual Trading Point Austria;
8. **"Commercial Dispatching"** means the workplace of the SSO, where its authorized employees perform the dispatching service and where the relevant technical and communication equipment is located; the Business Dispatching is used for communication with Customers and exchange of business information, in particular Nominations and Renominations;
9. **"Customer"** means a natural or a legal person who has concluded a Gas Storage Agreement with the SSO;
10. **"Distribution System"** or **"DS"** means the gas distribution facility in the territory of the Slovak Republic; including high pressure pipelines primarily used for transportation of gas in Slovakia except pipelines that are part of other networks;
11. **"Distribution System Operator"** or **"DSO"** means a gas undertaking licensed to perform gas distribution under the Energy Act; in Slovakia, the Distribution System Operator is SPP - distribúcia, a.s., Mlynské nivy 44/b, Bratislava 825 11, registered in the Commercial Register of the City Court Bratislava III, Section: Sa, Insert No.: 3481/B, ID No.: 35 910 739, or its legal successor;
12. **"Energy Act"** means Act No. 251/2012 Coll. on energy as amended;
13. **"Framework Agreement"** means a contract that sets out the rights and obligations of the contracting parties that apply to Individual Contracts;
14. **"Firm Storage Capacity"** means Storage Capacity that cannot be interrupted or reduced by the SSO under the Gas Storage Agreement, except for cases as provided for in the relevant legislation, these Rules of Operation and/or the Technical Conditions;
15. **"Gas Day"** means a period of 24 hours, which begins at 6:00 Central European Time; on the day of transition to Central European Summer Time, the Gas Day is a period of 23 hours and on the day of transition to Central European Winter Time the Gas Day is a period of 25 hours;
16. **"Gas Month"** means a time period commencing at 6:00 Central European Time on the first calendar day of the respective calendar month and ending at 6:00 Central European Time on the

first calendar day of the following calendar month;

17. **"Gas Storage Agreement"** means the Gas Storage Access and Storage Agreement within the meaning of the Energy Act, whereby the SSO undertakes, upon fulfilment of the conditions set out in the valid and effective Rules of Operation of the SSO, to allocate to the gas market participant the agreed Storage Capacity and ensure gas storage throughout the term of the agreement, up to the level of the agreed Storage Capacity, and the gas market participant agrees to pay for the Storage Services and related services;

18. **"Implementing Regulation"** means Commission Implementing Regulation (EU) No. 1348/2014 on data reporting implementing Article 8(2) and (6) of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency;

19. **"Individual Contract"** means a Gas Storage Agreement expressly entered into by the SSO and the Customer pursuant to the Framework Agreement;

20. **"Injection Period"** means the period agreed in the Gas Storage Agreement during which gas is injected into the Storage Facility;

21. **"Injection Rate"** means the quantity of gas that can be injected into the Storage Facility per unit of time; the Injection Rate varies depending in particular on the volume of gas stored in the Storage Facility, on the pressure in the Storage Facility and on the technical capabilities of the Storage Facility and of the gas facility Interconnected to the Storage Facility; for the purposes of this definition, a unit of time shall be a Gas Day; the Injection Rate allocated to the Customer in the Gas Storage Agreement may be agreed in MWh/Gas Day. The value of Injection Rate allocated to the Customer in the Gas Storage Agreement may be in the Gas Storage Agreement beside the main unit of MWh/Gas Day stated also in MWh/h, i.e. MW;

22. **"Injection Rate Curve"** means a graphical and/or mathematical description of the dependence of the Injection Rate on the current volume of gas stored in the Storage Facility for a given Customer within the meaning of the Gas Storage Agreement;

23. **"Interconnected Network Operator"** means the DSO, Interconnected Storage Facility Operator, TSO, Production System Operator and, for the purposes of these Rules of Operation, the WAG Operator;

24. **"Interruptible Storage Service"** means Storage Service which may be interrupted or reduced (restricted) by the SSO pursuant to these Rules of Operation and/or the Gas Storage Agreement and/or the Technical Conditions, and the Customer shall be obliged to pay the agreed price even in the event of interruption and/or reduction (restriction);

25. **"Interconnected Storage Facility"** means a storage facility operated by the Interconnected Storage Facility Operator;

26. **"Interconnected Storage Facility Operator"** means POZAGAS a.s., Malé námestie 1, 901 01 Malacky, registered in the Commercial Register of the City Court Bratislava III, Section: Sa, Insert No.: 1271/B, ID No.: 31 435 688, licensed to perform gas storage under the Energy Act, which owns and operates a storage facility physically interconnected with the Storage Facility, or its legal successor;

27. **"MWh"** means an energy unit for expressing the quantity of gas which is a thousand times the unit kWh, i.e. 1 MWh = 1000 kWh;

28. **"Nomination"** means a written request of the Customer for a quantity of gas that the SSO is to inject or withdraw into/from the Storage Facility within the respective time period; such a request is to be submitted before the start of the injection or withdrawal of gas, in the forms and periods specified in these Rules of Operation;

29. **"Price List"** means the list of prices currently in effect for the Storage Services provided by the SSO and related fees, which is published on the Website;

~~29.~~30. **"Production System"** means a pipeline network intended for transportation of produced gas from the place of its production to the place of gas treatment or to the point where the gas is delivered ~~delivery~~ into an interconnected gas facility;

31. **"Production System Operator"** means the company NAFTA Production s. r. o., Mlynské nivy 44/c, 821 09 Bratislava, registered in the Commercial Register of the City Court Bratislava III, Section: Sro, Insert No.: 179997/B, ID No.: 56 369 476, or its legal successor;

~~30.~~32. **"Renomination"** means nomination based on which the Customer executes a ~~-~~change of a prior Nomination, in the forms and periods specified in these Rules of Operation;

~~31.~~33. **"Rules of Operation"** means this document, i.e. the Rules of Operation setting out commercial terms and conditions for access to and use of the gas storage facility of NAFTA a.s.;

~~32.~~34. **"Sanctions List"** means any of the sanctions lists issued by: (a) the European Union, (b) British Ministry of Finance (the UK HM Treasury), (c) the United Nations Security Council, (d) the US Office of Financial Assets Control (OFAC), (e) the Swiss State Secretariat for Economic Affairs (SECO), as such lists may be updated or amended from time to time during the term of the Storage Service, whereas the SSO shall update or amend the Sanction List by it publication on the Website;

~~33.~~35. **"Short-term service"** means a service provided by the SSO for a period of less than 12 months;

~~34.~~36. **"Stabilization Shutdown"** means the reduction or interruption of gas storage due to an immediate threat to the Storage Facility within the meaning of Section 67 of the Energy Act and in order to achieve well pressure set in accordance with the SSO's operating documentation elaborated in accordance with mining legislation. The Stabilization Shutdown also ensures the protection of the reservoir and a reliable, safe and efficient operation of the Storage Facility;

~~35.~~37. **"Standard Bundled Unit"** means a bundle of Working Volume, Injection Rate and Withdrawal Rate, in which the SSO primarily offers Storage Services;

~~36.~~38. **"Storage Account"** means the account kept by the SSO for each Customer and generally for each Gas Storage Agreement separately, unless agreed otherwise, which contains and shows the Customer's current gas stock levels, allocated Working Volume to the Customer and the associated maximum Injection Rate and maximum Withdrawal Rate at the beginning of the next Gas Day;

~~37.~~39. **"Storage Period"** means the period of provision of the Storage Service agreed in the Gas Storage Agreement;

~~38.~~40. **"Storage Services"** means the services referred to in Article 2 of these Rules of Operation which may be provided by the SSO in accordance with the Rules of Operation, the Technical Conditions and/or the Gas Storage Agreement;

~~39.~~41. **"Storage System Operator"** or **"SSO"** means the company NAFTA a.s., Votrubova 1, 821 09 Bratislava, ID No.: 36 286 192, registered in the Commercial Register of the City Court Bratislava III, Section: Sa, Insert No.: 4837/B in the position of the operator of the Storage Facility, or its legal successor;

~~40.~~42. **"Storage Capacity"** means the part of the technical capacity of the Storage Facility comprising the Working Volume, Withdrawal Rate and Injection Rate and primarily offered in the form of Standard Bundled Units;

~~41.~~43. **"Storage Facility"** means a facility operated by the SSO located in Slovakia, used for the storage of gas, including supplementary services related to injection into the Storage Facility, withdrawal

from the Storage Facility, treatment and transport of gas into or out of the system, excluding 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 furthermore designated facilities operated by the Interconnected Storage Facility Operator which are necessary for the purpose of transporting the injected/withdrawn gas from/into the Delivery Point with VTP Austria via MAB/WAG;

42.44. **"Technical Conditions"** means the technical conditions of the access and connection to the Storage Facility that the SSO is obliged to prepare and publish under the legal regulations in force and effect in the Slovak Republic;

43.45. **"Tender Conditions"** means the conditions under which the SSO offers Storage Services under point 3.4.1 of these Rules of Operation, with a definition of the technical, commercial and other conditions for the provision of the offered services to gas market participants in a transparent and non-discriminatory way;

44.46. **"Transmission System"** or **"TS"** means in particular a grid of compressor stations and a grid of high-pressure gas pipelines that are interconnected and serve for gas transport in Slovakia, with the exception of the gas production system and the storage facility and the high pressure gas pipelines, which primarily serve for gas transport in a part of Slovakia;

45.47. **"Transmission System Operator"** or **"TSO"** means a gas undertaking licensed to perform gas transmission under the Energy Act, whereas in Slovakia, the Transmission Network Operator is eustream, a.s., Votrubova 11/A, Bratislava 821 09, registered in the Commercial Register of the City Court Bratislava III, Section: Sa, Insert No.: 3480/B, ID No.: 35 910 712, or its legal successor;

46.48. **"Union goods"** means goods which fall into any of the following categories in accordance with Regulation (EU) No 952/2013 of the European Parliament and of the Council laying down the Union Customs Code, as amended:

(a) goods wholly obtained in the customs territory of the Union without the addition of goods imported from countries or territories outside the customs territory of the Union;

(b) goods which have entered the customs territory of the Union from countries or territories outside that territory and have been released for free circulation;

(c) goods obtained or produced in the customs territory of the Union exclusively from goods referred to in point (b) or from goods referred to

47.49. **"Virtual Storage Trading Point"** means a point located in the Storage Facility and/or Interconnected Storage Facility between their physical points of interconnection with the TSO, DOS and WAG Operator at which gas ownership can be changed;

48.50. **"VTP Austria"** means the virtual trading point Austria, which is a virtual point in the market area in Austria where market participants can trade gas, even without having access to the gas network in the market area;

49.51. **"VTP Slovakia"** means a virtual trading point which is located in the Transmission System of the TSO in Slovakia between its entry points and exit points;

50.52. **"WAG Operator"** means Gas Connect Austria GmbH, or its legal successor;

51.53. **"Website"** means the website of the SSO - www.nafta.sk;

52.54. **"Withdrawal Period"** means the period agreed in the Gas Storage Agreement during which gas is withdrawn from the Storage Facility;

53.55. **"Withdrawal Rate"** means the quantity of gas that can be withdrawn from the Storage Facility per unit of time; the Withdrawal Rate varies depending in particular on the volume of gas stored

in the Storage Facility, on the pressure in the Storage Facility and on the technical capabilities of the Storage Facility and of the gas facility Interconnected to the Storage Facility; for the purposes of this definition, a unit of time shall be a Gas Day; the Withdrawal Rate allocated to the Customer in the Gas Storage Agreement may be agreed in MWh/Gas Day. The value of Withdrawal Rate allocated to the Customer in the Gas Storage Agreement may be in the Gas Storage Agreement beside the main unit of MWh/Gas Day stated also in MWh/h, or MW;

~~54.~~56. **"Withdrawal Rate Curve"** means a graphic and/or mathematical description of the dependence of Withdrawal Rate on the current volume of gas stored in the Storage Facility for a given Customer under the Gas Storage Agreement;

57. **"Working Volume"** means a quantity of gas in the Storage Facility that can be used by Customers to store gas.

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