



Natural Gas Supply Agreement

("Agreement")

No. [TO BE COMPLETED]

Entered into by and between the following Contracting Parties:

1) NAFTA a.s.

Votrubova 1, 821 09 Bratislava, incorporated in the Companies Register maintained by the Bratislava I District Court, Section Sa, File 4837/B

Represented by: [TO BE COMPLETED]

Company No. [IČO]: 36 286 192
VAT Reg. No.: [TO BE COMPLETED]
Tax Reg. No: [TO BE COMPLETED]
SWIFT /BIC/: [TO BE COMPLETED]
IBAN: [TO BE COMPLETED]

(hereinafter 'NAFTA' or 'SSO' or 'Buyer')

and

2) [Name]: [TO BE COMPLETED]

Registered office, registered in the Companies Register, Section ..., File number: ...
[TO BE COMPLETED]

Represented by: [TO BE COMPLETED]

Company No. [IČO]: [TO BE COMPLETED]
VAT Reg. No.: [TO BE COMPLETED]
Tax Reg. No: [TO BE COMPLETED]
Bank: [TO BE COMPLETED]
SWIFT /BIC/: [TO BE COMPLETED]
IBAN: [TO BE COMPLETED]

(hereinafter '...' or 'Supplier' or 'Seller')

(hereinafter referred to individually as '**Contracting Party**' and collectively as '**Contracting Parties**')

NAFTA as an SSO wishes to buy natural gas under Act No 251/2012 on energy, and it is entering into this Agreement as follows on the basis of the completed Open Invitation to Tender:



Article I

Definition of terms

Capitalised terms and expressions shall have the meaning attributed to them in the applicable Rules of Operation, which set out the commercial terms and conditions for access to and use of the SSO's Storage Facility ('Rules of Operation') and/or the applicable Technical Conditions for Access and Connection to the SSO's Storage Facility ('Technical Conditions'), save to the extent otherwise defined herein.

Article II

Subject matter of the Agreement

The Seller agrees to supply the Buyer, at the delivery point under clause 4.2 hereof, with a natural gas quantity under Article III hereof, and to transfer to the Buyer the title to the natural gas so supplied, and the Buyer agrees to pay the purchase price under this Agreement for this natural gas.

Article III

Natural gas quantity

At the delivery time, the Seller shall supply the Buyer with [TO BE COMPLETED] MWh of natural gas ("Contract Quantity").

Article IV

Natural gas delivery

4.1 Delivery time

The Seller shall supply the Buyer with the Contract Quantity of natural gas [TO BE COMPLETED] on which this Agreement is signed by both Contracting Parties ('Delivery Time'). In such a case the delivery, within the meaning of the law on value-added tax, is a one-time delivery of the goods (natural gas). If the Delivery Point is the Storage Facility entry point, the Buyer shall have the right, depending on its technical capacities, to determine, within the same period as in the first sentence, a breakdown of the supply of the Contract Quantity for each of the Gas Days. In such a case the delivery, within the meaning of the law on value-added tax, is recurrent delivery of the goods (natural gas), which takes place on last gas day of the period covered by the payment.

4.2 Delivery point

The Seller shall supply the Buyer with the Contract Quantity of natural gas at the Delivery Time in the Storage Facility by transferring the Contract Quantity of natural gas to the Buyer's stored gas from the Seller's Storage Account related to the Gas Storage Agreement entered into on [TO BE COMPLETED] by and between NAFTA and [TO BE COMPLETED] ('Delivery Point').

4.3 Quality of natural gas supplied

The Seller agrees to supply the Buyer with the Contract Quantity of natural gas with quality specifications in compliance with the Technical Conditions.

4.4 Natural gas supply control at the Delivery Point

The Buyer shall be responsible for the operating control of natural gas delivery at the Delivery Point through its control room in cooperation with the Seller's trading desk.



Article V

Other representations and warranties

- 5.1 The Seller hereby warrants to the Buyer that it is authorised to transfer to the Buyer the title to the Contract Quantity of natural gas delivered hereunder and that this natural gas is not encumbered by any unpaid charges or other third party rights.
- 5.2 The title to the Contract Quantity of natural gas shall pass from the Seller to the Buyer at the Delivery Time and at the Delivery Point.
- 5.3 The Seller hereby warrants that the Contract Quantity of the natural gas delivered to the Buyer hereunder has the status of the community of the European Union and is intended for free circulation in Slovakia.
- 5.4 The two Contracting Parties agree that on the basis of the other Contracting Party's request, they will sign, confirm, deliver and supply any and all additional confirmations, consents and other documents and take additional steps as may be reasonably required in the interest of the execution of the transactions and measures envisaged in this Agreement.

Article VI

Delivery and Acceptance Report

The Contracting Parties' authorised representatives shall sign the Delivery and Acceptance Report no later than within 3 (three) calendar days of the Delivery Time.

Article VII

Purchase price

- 7.1 The unit purchase price for the Contract Quantity of the natural gas that the Seller delivers to the Buyer at the Delivery Point is [TO BE COMPLETED] EUR /MWh.
- 7.2 The purchase price for the Contract Quantity of natural gas is calculated as the product of the unit purchase price under clause 7.1 above and the Contract Quantity under Article III above.

The purchase price is [TO BE COMPLETED] EUR.
- 7.3 The Seller shall add value-added tax to the above purchase price in compliance with generally binding legal provisions.
- 7.4 The Seller agrees to pay all the fees and charges that become payable in relation to this Agreement and the cross-border use of the Storage Facility under the applicable legislation, "Gas System Charges Ordinance" issued by the Austrian energy regulator (E-Control).

Article VIII

Billing and payment terms

8.1 Billing

- (i) Billing shall take place on the basis of the Delivery and Acceptance Report signed by the Contracting Parties' authorised representatives under Article VI hereof, which shall form an inseparable part of the invoice.



- (ii) Following the Delivery Time, the Seller shall, on the basis of the Delivery and Acceptance Report under the preceding paragraph, issue an invoice (in two copies), stating the Purchase Price in EUR under this Agreement.
- (iii) Under clause 13.4, the Seller shall deliver the invoice to the Buyer within 5 (five) calendar days of the delivery time.
- (iv) Without prejudice to the details that are to be contained in invoices under Act No 222/2004, as amended, the invoice shall contain the following:

The two Contracting Parties' Company No. [IČO], VAT Reg. No. [IČ DPH] and Tax Reg. No. [DIČ], the date of issue, the due date, the constant symbol, the method of payment specified as credit transfer, the Seller's bank details in the form of ABO, IBAN and SWIFT, the amount to be paid, the name and signature of the Contracting Party's responsible employee, and the stamp of the Party that has issued the invoice.

- (v) The Seller's bank details in the form of IBAN and SWIFT (BIC) specified in the invoice shall be the same as the bank details specified in this Agreement. The Buyer will only pay the billed amount to a different bank account subject to a prior notification in writing delivered by the Seller to the Buyer under paragraph 13.4 (i) hereof.
- (vi) The Seller shall send the invoice to the Buyer's following address:

NAFTA a.s.
Votrubova 1
P O BOX 815 05
815 05 Bratislava 1

Contact person: Mr Peter Boychev
Tel: 00421 2 4024 2561, 00421 34 697 4511
e-mail: peter.boychev@nafta.sk

8.2 Payment

- (i) The Buyer shall pay the invoice issued by the Seller under clause 8.1 via direct credit transfer within 30 (thirty) calendar days of receiving the relevant invoice, to the Seller's above bank account number. For the purposes of this Article, the report on the transmission of a fax unit from the Supplier's premises, confirming the delivery of the relevant invoice, shall be deemed to be the secure acceptance of such invoice by the Buyer.
- (ii) The date on which the payable amount was debited from the Buyer's account specified in the heading of this Agreement shall be regarded as the day of the financial payment.
- (iii) Should the due date fall on a Saturday, Sunday or any other holiday the invoice under this Article shall be payable on the business day following such a day.
- (iv) The Buyer shall make the payment hereunder in EUR.
- (v) The Contracting Parties shall perform their tax obligations in compliance with the relevant legislation.



8.3 Right to return the invoice

Should the invoice fail to contain the basic details agreed herein the Buyer shall have the right to return the invoice without payment. The return of the invoice interrupts the period of maturity of the invoice, which shall start to run again on the day of delivery of a corrected (new) invoice.

Article IX Liability for damage

Each of the Contracting Parties agrees to compensate the other Contracting Party for any damage that the other Contracting Party may suffer in connection with a delay, default or other breach of obligations under this Agreement and/or the relevant legislation. The Buyer shall not be held liable for lost profit.

Article X Force majeure

- 10.1** For the time that they or their consequences last, force majeure events relieve the Contracting Parties of the performance of their contractual obligations. A Contracting Party affected by a force majeure event shall notify the other Contracting Party in writing without undue delay of such force majeure event, specifying the period for which the notifying Contracting Party expects the relevant force majeure event to last. The Contracting Party that is affected by a force majeure event in performing its obligations hereunder shall also make a reasonable effort to minimise the duration of the force majeure event as much as possible and to minimise any of its negative effects on the affected Contracting Party.
- 10.2** For the purposes of this Agreement, force majeure events are understood to be obstacles arising beyond the Contracting Party's control, which prevent this party from performing its obligations hereunder if the liable Contracting Party cannot be reasonably expected to avert or overcome this obstacle or consequences thereof or to foresee this obstacle at the time of entering into the Agreement.
- 10.3** Force majeure events are understood to include, in particular, natural factors, floods, earthquakes, landslides, war and situations similar to war, fire, failures, emergencies, explosions and terrorist attacks.
- 10.4** Obstacles that arise from the Contracting Parties personal, specifically economic circumstances, and obstacles to the performance of a certain contractual obligation which only arose at the time when the obligated Contracting Party was in delay in performing such contractual obligation shall not be acknowledged as force majeure events.
- 10.5** Should a force majeure event last for more than seven (7) days the Contracting Parties shall enter into talks to achieve a solution acceptable for both Contracting Parties.
- 10.6** Both of the Contracting Parties shall have the right to rescind this Agreement should a force majeure event last for more than three months.

Article XI Severability

Each of the provisions hereof shall be interpreted so as to be valid and effective under applicable legislation. However, should a provision be unenforceable, invalid or ineffective under applicable legislation, this shall be without prejudice to the other provisions hereof. In such a case, the Buyer and the Supplier shall replace the provisions that are unenforceable, invalid or ineffective under applicable legislation with another provision the content and purpose of which approximates the content and purpose of the invalid, unenforceable or ineffective provision as closely as possible.

Article XII Communication between the Contracting Parties

12.1 The Contracting Parties appoint the following contact persons for commercial matters:

- (i) The Seller's contact person: [TO BE COMPLETED]
- (ii) The Buyer's contact person: Mr. Martin Mikoláš
Tel: +421 918 711 996
e-mail: martin.mikolas@nafta.sk

12.2 The Contracting Parties appoint the following contact persons for trading matters:

- (i) The Seller's contact person: [TO BE COMPLETED]
- (ii) The Buyer's contact person: Peter Boychev
Tel: +421 905 352 798
FAX: +421 34 697 4648
e-mail: peter.boychev@nafta.sk
commercial.dispatching@nafta.sk

12.3 The Contracting Parties appoint the following contact persons for billing matters:

- (i) The Seller's contact person: [TO BE COMPLETED]
- (ii) The Buyer's contact person: Peter Boychev
Tel: +421 905 352 798
Fax: +421 34 697 4648
e-mail: peter.boychev@nafta.sk

Article XIII Final provisions

13.1 **Governing law and dispute resolution**

- (i) Provisions of Act No 513/1991, the Commercial Code, as amended, shall be used *mutatis mutandis* for this Agreement, unless this Agreement specifies otherwise or if the relevant provisions are not applicable to this Agreement because of the specificities of the business of natural gas supply. The legal relationships that arise from this Agreement shall be managed, interpreted and performed in compliance with the legislation applicable in Slovakia. The application of conflict of law rules referring to the use of law other than Slovak law is hereby excluded.



- (ii) The Contracting Parties shall seek to resolve any disputes or disagreements arising from or in connection with this Agreement by negotiations in good faith. However, should the Contracting Parties fail to reach agreement on the resolution of the dispute in three months from the written notice of the beginning of the negotiations the competent Slovak court shall adjudicate the dispute with finality.

13.2 Assignment of the Agreement

The Contracting Parties shall only have the right to assign all the rights and obligations hereunder to a third party subject to the other Contracting Party's prior consent in writing.

13.3 Confidentiality

Information contained in the Agreement, information that the Contracting Parties have exchanged in connection with the Agreement and with the negotiation of the Agreement, and all information that constitutes any Contracting Party's trade secret is strictly confidential and none of the Contracting Parties is allowed to disclose it or otherwise make available to a third party or use it at variance with its purpose for its own needs without the other Contracting Party's prior consent in writing. In the case of a breach of this obligation the breaching Contracting Party shall pay the other Contracting Party a contract penalty of EUR 3,000. The payment of the contract penalty is without prejudice to the other Contracting Party's right to damages under the relevant regulations. The above restrictions do not apply to the provision of confidential information to a Contracting Party's advisers (such as auditors and lawyers) provided that such advisers shall be bound by a confidentiality obligation at least to the extent as specified in this clause. The Contracting Parties also acknowledge that disclosure of confidential information to a public authority upon its request and cases where provision of confidential information is incumbent on a Contracting Party under generally applicable legislation do not constitute a breach of this clause.

13.4 Notices

- (i) All written notices under this Agreement, including the invoices, shall be delivered by post as registered letters or using courier services, to the addresses of the Contracting Parties unless specified otherwise in this Agreement.
- (ii) In the case of sending notices in a registered letter or using a courier service such notices shall be deemed duly delivered upon their physical delivery to the addressee. In the case of sending notices by facsimile transmission such notices shall be deemed duly delivered if received on a business day between 8 a.m. and 3 p.m. If a notice under the preceding sentence is received after 3 p.m. or on a day that is not a business day such notice shall be deemed received on the following business day.

13.5 Headings

The headings of articles and clauses of this Agreement are for convenience only and shall have no influence on the interpretation thereof.



13.6 Changes and addenda

Changes in and addenda to this Agreement shall be valid only if made in writing and signed by the authorised representatives of the two Contracting Parties. For the purposes of changes in the identification details of the Contracting Parties, a written notice of such change served on the other Contracting Party shall suffice.

13.7 Warranties

- (i) The both Parties declare that in accordance with Act No. 609/2007 Coll. on the Excise Duty on Electricity, Coal and Natural Gas as amended are registered as a tax payer for excise duty on natural gas; at the same time, both Parties commit to provide a proof of such registration issued by a relevant custom authority, in accordance with Article 35(5) of this Act, before the delivery time at the latest.
- (ii) The both Parties declare that they are registered for the purposes of value added tax in Slovak Republic, the proof of such registration issued by a relevant tax authorities will be provided no later than five (5) days before the delivery time at the latest.

13.8 Additional declarations and assurances

- (i) Both Contractual parties declare that they are fully entitled to conclude and realize this Contract especially that they have all the necessary licenses and any other relevant authorizations.
- (ii) Both Contractual Parties agree that they will take all the necessary steps and provide each other cooperation in order to fulfill all the obligations arising from this Contract in relation to the Regulation (EU) 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (hereinafter referred to as the "REMIT").
- (iii) The Seller shall bear the loss, including the obligation to bear the costs related to the tax administrator potentially assessing additional tax, including sanctions, which the SSO has incurred due to the Seller having provided incorrect or incomplete information or where the Seller has failed to immediately notify the SSO of any change concerning the Seller or its representations or obligations contained in this Agreement or carried out on the basis of this Agreement
- (iv) Each Party undertakes, upon request of the other Party, without consideration, to sign, confirm, transmit and deliver all other confirmations, consents and other documents and take such other actions that may be reasonably required to carry out transactions and actions contemplated in this Contract.

13.8 Counterparts, language versions

This Agreement has been made in two originals in English and each Contracting Party shall receive one of the originals.



13.9 Validity and effect

This Agreement shall become valid and effective on the day on which it is signed by both Contracting Parties.

For NAFTA:

For the Seller:

Bratislava,

[TO BE COMPLETED],

[TO BE COMPLETED]

[TO BE COMPLETED]

[TO BE COMPLETED]

[TO BE COMPLETED]