



Gas Storage Agreement

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

is concluded between the following parties:

1) **NAFTA a.s.**

Votrubova 1, 821 09 Bratislava, the Slovak Republic, incorporated in the Companies Register of the District Court for Bratislava I, Section: Sa, File No: 4837/B

Represented by:

[MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED]

Company Reg. Number: 36 286 192

VAT Reg. Number: SK2022146599

Tax Reg. Number: 2022146599

Bank: Komerční banka, a.s., branch of the foreign bank

SWIFT/BIC/: KOMBSKBA

IBAN: SK84 8100 0001 0701 1890 0207

(hereinafter referred to as “**NAFTA**” or “**SSO**”)

and

2) **[MISSING DATA TO BE INSERTED]**

Registration: [MISSING DATA TO BE INSERTED]

Represented by:

[MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED]

Company Reg. Number: [MISSING DATA TO BE INSERTED]

VAT Reg. Number: [MISSING DATA TO BE INSERTED]

Tax Reg. Number: [MISSING DATA TO BE INSERTED]

Bank: [MISSING DATA TO BE INSERTED]

SWIFT/BIC/: [MISSING DATA TO BE INSERTED]

IBAN: [MISSING DATA TO BE INSERTED]

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

(hereinafter may be also individually referred to as a “**Party**” or together the „**Parties**“)

**Article I.
Subject of the Agreement**

- 1.1 Pursuant to this Agreement, the valid Rules of Operation setting out commercial terms and conditions for access to and use of the gas storage facility of NAFTA a.s. (hereinafter referred to as “**Rules of Operation**”) and the valid Technical Conditions of access and connection to the storage facility of NAFTA a.s. (hereinafter referred to as “**Technical Conditions**”), the SSO undertakes to grant the Customer storage capacity up to the agreed levels according to Clause 1.2 of this Agreement and to procure the storage of gas during the agreed period according to Clause 1.3 of this Agreement and the Customer undertakes to pay the agreed price for such storage services according to Article III. of this Agreement.
- 1.2 By this Agreement the SSO allows the Customer, upon its Application, the access to the Storage Facility and allocates to the Customer a Firm Flexible Storage Capacity in the following extent:

FIRM FLEXIBLE STORAGE CAPACITY	STORAGE SEASON 1
Maximum Working Gas Volume (MWh)	[MISSING DATA TO BE INSERTED]
Flat Maximum Injection Rate (MWh/day)	[MISSING DATA TO BE INSERTED]
Flat Maximum Withdrawal Rate (MWh/day)	[MISSING DATA TO BE INSERTED]

FIRM FLEXIBLE STORAGE CAPACITY	STORAGE SEASON 2
Maximum Working Gas Volume (MWh)	[MISSING DATA TO BE INSERTED]
Flat Maximum Injection Rate (MWh/day)	[MISSING DATA TO BE INSERTED]
Flat Maximum Withdrawal Rate (MWh/day)	[MISSING DATA TO BE INSERTED]

- 1.3 The Storage Services shall be provided for the duration of the following storage seasons:

STORAGE SEASON 1	GAS DAY
Beginning of provision of Storage Services	1 August 2020
End of provision of Storage Services	31 March 2021

STORAGE SEASON 2	GAS DAY
Beginning of provision of Storage Services	1 April 2021
End of provision of Storage Services	31 March 2022

Such Storage Seasons hereinafter referred to as “**Storage Period**”.

**Article II.
Interconnection point**

- 2.1 The Customer is entitled to use for injection of natural gas into the Storage Facility the Interconnection Point with [MISSING DATA TO BE INSERTED] and for withdrawal

of natural gas from the Storage Facility the Interconnection Point with [MISSING DATA TO BE INSERTED].

- 2.2 If the use of Storage Services by the Customer leads to fees for the cross-border use of storage facilities pursuant to the valid E-Control Regulation Commission Ordinance setting the Natural Gas System Charges (Gas System Charges Ordinance 2013) as may be amended from time to time, these fees shall be paid by the Customer.
- 2.3 For every natural gas quantity injected to the Storage Facility from the Interconnection Point with the Virtual Trading Point Austria (and also for transferred natural gas quantities that have been previously injected from the Interconnection Point with the Virtual Trading Point Austria) and consequently withdrawn to the Interconnection Point with Transmission System the Storage System Operator shall apply an additional charge as published in the Storage System Operator's Price list.

**Article III.
Storage Price**

- 3.1 The SSO and the Customer agree on the following Storage Price for the entire Storage Season 1:

Storage Season 1	
Unit Storage Price per 1 MWh (EUR/MWh)	[MISSING DATA TO BE INSERTED]
Storage Price (EUR)	[MISSING DATA TO BE INSERTED]

The SSO and the Customer agree on the following Storage Price for the entire Storage Season 2:

Storage Season 2	
Unit Storage Price per 1 MWh (EUR/MWh)	[MISSING DATA TO BE INSERTED]
Storage Price (EUR)	[MISSING DATA TO BE INSERTED]

- 3.2 The Storage Services for the Storage Season 1 and Storage Season 2 shall be invoiced monthly by the SSO. Invoicing and payment terms stipulated in the Rules of Operation shall apply to the invoicing related to respective Storage Services mutatis mutandis, if not agreed otherwise.
- 3.3 For the purposes of Clause 2.2 and 2.3 of this Agreement, within the meaning of Act No. 222/2004 Coll. on value added tax as amended, the fee for the cross border use of storage facilities and the additional charge represent the fees for supply of services, which constitutes repeated supply of services taking place within the agreed periods of time. The related invoices shall be issued within 10 calendar days after the end of the month in which the respective services were provided. The maturity date of the respective invoice is, at the latest, the twenty-eight (28th) day of the calendar month in which the invoice was issued.

- 3.4 The SSO shall add value-added tax to the above prices and fees in compliance with generally binding legal provisions.
- 3.5 The Parties agree that invoices shall be delivered in the electronic form in pdf via email from SSO's e-mail address: einvoice@nafta.sk to Customer's e-mail address: [MISSING DATA TO BE INSERTED]. The invoice shall be deemed to be delivered by its sending to the Customer. The Parties agree that sent electronic invoice is considered to be received by the Customer by its sending from SSO's e-mail address to the Customer's e-mail address defined herein. The Customer declares that he has access to the stipulated e-mail address for electronic invoice delivery. The Customer is obliged to take measures to allow delivery of SSO's electronic invoices to the stipulated email address. For the avoidance of any doubts, the Parties agree that Clause 11.12 of the Rules of Operation the second sentence and Clause 11.13 of the Rules of Operation shall not be applied.

Article IV.

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

- 4.1 Unless this Agreement expressly provides alternatively, all definitions and capitalized terms used herein shall have the same meaning as in the Rules of Operation.
- 4.2 By signing this Agreement the Customer accepts the provisions of the Rules of Operations and Technical Conditions.
- 4.3 All of the rights and obligations that are not in addition expressly regulated by this Agreement are governed by the valid and effective Rules of Operation and by the valid and effective Technical Conditions or possible operational agreements.
- 4.4 The Parties are obliged to interpret this Agreement in accordance with the Rules of Operation and Technical Conditions.

Article V.

Arbitration clause

The Parties agree that if they fail to settle the Dispute and fail to agree otherwise in writing according to the Rules of Operation, the Dispute shall be referred to the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (hereinafter referred to as "**Arbitration Court**") for arbitration, conducted in English under the rules of the aforementioned Arbitration Court in accordance with the Rules of Operation.

Article VI.

Temporary and Closing Provisions

- 6.1 This Agreement becomes valid and effective at the moment when it is signed by both Parties.

- 6.2 Provisions of Articles of Act No. 513/1991 Coll. Commercial Code, as amended, shall be similarly used for this Agreement if this Agreement does not state otherwise or if the relevant provisions are not applicable to this Agreement due to the specifics of the natural gas storage activities. The legal relations arising from this Agreement shall be governed by, interpreted and executed in accordance with the laws of Slovak Republic. Application of rules and regulations governing conflict of laws, referring to the applicability of other than Slovak law, shall be ruled out.
- 6.3 The following Annex is an integral part of this Agreement:
Annex No. 1 - Contact Details of Parties.
- 6.4 Any provision of this Agreement shall be interpreted so as to be valid and effective pursuant to the applicable legal regulations. However, should it be unenforceable, invalid or ineffective under the applicable legal regulations, the other provisions of this Agreement shall not be affected. In such a case, the SSO and the Future Customer shall under the current rules replace the unenforceable, invalid or ineffective provision with another provision the content and purpose of which approximates the content and purpose of the invalid, unenforceable or ineffective provision as best as possible.
- 6.5 With reference to clause 5.1.4 b) of the Rules of Operation the Customer hereby confirms that the gas injected to the Storage Facility will be delivered from EU trading hubs. In case that the gas injected to the Storage Facility is of non-EU origin, the Customer shall inform the SSO on customs status of the gas at least two days prior the injection.
- 6.6 The Parties may change or complement this Agreement only by written, sequentially numbered amendments to this Agreement, which have to be signed by persons authorized to act on behalf of the Parties. To change the identification data shown on the front page of this Agreement or the contact persons shown of this Agreement, a written notice delivered to the other Party shall be sufficient.
- 6.7 The Customer is obliged to provide correct and complete information to the SSO in relation to this Agreement and to immediately notify the SSO of any change concerning the Customer or its representations or obligations contained in this Agreement or carried out on the basis of this Agreement. Should the Customer fail to fulfil these obligations, it shall be liable for any losses incurred by the SSO as a result, including obligation to bear the costs related to possible additional tax imposed by the tax administrator, including penalties.
- 6.8 The Customer shall bear the loss, including the obligation to bear the costs related to the tax administrator potentially assessing additional tax, including sanctions, which the SSO has incurred due to the Customer having provided incorrect or incomplete information or where the Customer has failed to immediately notify the SSO of any change concerning the Customer or its representations or obligations contained in this Agreement or carried out on the basis of this Agreement.
- 6.9 The Parties hereby agree that they will take all the necessary steps in order to fulfill all the obligations arising from this Agreement in relation to the Regulation 1227/2011 of



the European Parliament and of the Council on the Wholesale Energy Market Integrity and Transparency.

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

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

On behalf of NAFTA a.s.:

On behalf of Customer:

Bratislava, on [MISSING DATA TO BE INSERTED], on

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

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

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

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

Gas Storage Agreement

Annex No. 1 - Contact Details of Parties

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

(i) The contact person of NAFTA:

Martin Mikoláš

Tel: +421 2 4024 2615

M: +421 918 711 996

e-mail: martin.mikolas@nafta.sk

Petra Bocmanová

Tel: + 421 2 4024 2661

M: +421 907 738 675

e-mail: petra.bocmanova@nafta.sk

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

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

(i) The contact person of NAFTA:

Peter Boychev

Tel: +421 2 4024 2561

+421 34 697 4511

Fax: +421 2 4024 2517

e-mail: peter.boychev@nafta.sk

Commercial Dispatching

Tel: +421 917 658 044

Fax: +421 34 697 4667

e-mail: commercial.dispatching@nafta.sk

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

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

(i) The contact persons of NAFTA:

Ivana Nováčková

Tel: +421 2 4024 2636

M: +421 908 743 603

e-mail: ivana.novackova@nafta.sk

Stanislav Vagaský

Tel: +421 2 4024 2557

M: +421 945 504 927

e-mail: stanislav.vagasky@nafta.sk

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