



# Gas Storage Agreement – the Inverse Storage

(hereinafter referred to as the “Agreement”)

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is concluded between the following parties

## 1) NAFTA a.s.

Votrubova 1, 821 09 Bratislava, 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]

Company Number: 36 286 192  
VAT Number: [MISSING DATA TO BE INSERTED]  
Tax Reg. No: [MISSING DATA TO BE INSERTED]  
Bank: [MISSING DATA TO BE INSERTED]  
SWIFT/BIC/: [MISSING DATA TO BE INSERTED]  
IBAN: [MISSING DATA TO BE INSERTED]

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

and

## 2) [MISSING DATA TO BE INSERTED]

**Represented by:** [MISSING DATA TO BE INSERTED]  
Tax Reg. Number: [MISSING DATA TO BE INSERTED]  
VAT Number: [MISSING DATA TO BE INSERTED]  
Tax Reg. No: [MISSING DATA TO BE INSERTED]  
Bank: [MISSING DATA TO BE INSERTED]  
SWIFT/BIC/: [MISSING DATA TO BE INSERTED]  
IBAN: [MISSING DATA TO BE INSERTED]

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

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



**Preamble**

- a) NAFTA as a holder of the licence for the undertaking in natural gas storage business pursuant to the Act No 251/2012 Coll. on Energy (the “Energy Act”), operates the Storage Facility and, for the purpose of enhancing effectiveness thereof, NAFTA holds that higher effectiveness may be achieved by allocating a Storage Capacity together with a right of the Customer to withdraw an agreed amount of gas for a specific period of time, when this agreed amount of gas shall be returned to NAFTA in due time, therefore
- b) As a part of this Agreement, NAFTA sells to the Customer the agreed amount of gas under the terms stipulated below, whereas this gas shall be deemed delivered by NAFTA as the seller to the Customer as the purchaser by crediting of the agreed amount of gas to the Storage Account of the Customer, and
- c) As a part of the separate purchase agreement (“**Purchase Agreement**”), which is signed by the Parties as of this day concurrently with this Agreement and is attached to this Agreement as inseparable exhibit hereto, NAFTA purchases back from the Customer the agreed amount of gas under the terms stipulated therein, whereas this gas must be delivered by the Customer to NAFTA on the day determined by NAFTA in accordance with the Purchase Agreement Annex No. 2 to this Agreement.

**Article I.  
Subject of the Agreement**

- 1.1 Pursuant to this Agreement, the valid Rules of Operations of the SSO and valid Technical Conditions of the SSO, the SSO undertakes to grant the Customer the **Inverse Storage** consisting of firm Flexible Storage Capacity and natural gas sold to the Customer by the SSO in accordance to this Agreement and natural gas sold by the Customer to the SSO in accordance to the Purchase Agreement attached in the Annex No. 2 hereto. The Firm Flexible Storage Capacity shall be provided up to the agreed levels according to par. 1.2 and during the Storage Period according to 1.4. The Customer undertakes to pay the agreed price according to Article IV of this Agreement.
- 1.2 By this Agreement the SSO allows the Customer the access to the Storage Facility and allocates to the Customer firm Flexible Storage Capacity to the following extent:

<b>FIRM FLEXIBLE STORAGE CAPACITY/STORAGE PERIOD</b>	
Maximum Working Gas Volume (MWh)	[MISSING DATA TO BE INSERTED]
Flat Injection Rate (MW)	[MISSING DATA TO BE INSERTED]
Flat Withdrawal Rate (MW)	[MISSING DATA TO BE INSERTED]



The Customer shall not be entitled under this Agreement to inject natural gas to the Storage Facility before occurrence of the sale of natural gas pursuant to par. 1.3 hereto.

- 1.3 Subject to par. 2.1 of this Agreement, in addition to allocation of Storage Capacity as defined in par. 1.2 of this Agreement, the SSO shall sell to the Customer, at the beginning of the first Gas Day of provision of Storage Capacity, i.e. at 06:00 CE(S)T on [MISSING DATA TO BE INSERTED], (for avoidance of any doubt, in any case not earlier than on the day following the date when the Customer has delivered to the SSO the originals of instruments specified in par. 2.1 of this Agreement), natural gas in Storage Facility in the amount of [MISSING DATA TO BE INSERTED] MWh, with the qualitative parameters defined in the Technical Conditions of the SSO (“**Subject of Purchase**”), for the price stipulated in Article V of the Agreement and the Customer hereby purchases the Subject of Purchase as specified above and undertakes to pay the agreed Purchase Price.
- 1.4 The Storage Services shall be provided for the duration of the following period (such period being the “**Storage Period**”):

	<b>GAS DAY</b>
Beginning of provision of Storage Services	[MISSING DATA TO BE INSERTED]
End of provision of Storage Services	31 October 2018

- 1.5 The Customer is obliged to have a **full Storage Account at the end of the Storage Period**. For avoidance of doubt a natural gas in the same amount as sold to the Customer as Subject of Purchase shall be registered on the Storage Account at the latest at the end of the Gas Day 31 October 2018 irrespective of prolongation of the Storage Period in accordance with par. 1.6 below.
- 1.6 **Additional Storage Period**
- a) The Parties hereby agree that the SSO is entitled to prolong the Storage period for additional time of up to six month due to operational reasons (“**Additional Storage Period**”) by sending a written notice to the Customer no later than 3 Gas Days before the end of the Storage Period according to par. 1.4 above.
  - b) The SSO is entitled any time during the Additional Storage Period end the Additional Storage Period and request the Customer to sell the natural gas to the SSO in accordance to the Purchase Agreement by sending a written notice to the Customer with a notice period of at least 3 Gas Days before the end of the Additional Storage Period.
  - c) At all times during the Additional Storage Period the Customer shall be obliged to keep its Storage Account full and shall not be entitled to inject or withdraw the natural gas if not agreed by the SSO otherwise. During the Additional Storage Period the Flat Injection and Withdrawal Rates as stipulated in par. 1.2 shall equal to zero.
  - d) The Storage Price for the Additional Storage Period is already included in the Storage Price according to Article IV of this Agreement.



## **Article II.**

### **Specific Provisions in Relation to the Sale of the Natural Gas as Part of the Inverse Storage**

- 2.1 The SSO hereby sells the Subject of Purchase to the Customer in the amount stated in the par. 1.3 of this Agreement by assigning this amount of natural gas to the Customer's Storage Account associated with this Agreement. The SSO shall assign the Subject of Purchase to the Customer's Storage Account on the day stipulated in the par. 1.3 of this Agreement, however, in any case not earlier than on the day following the date when the Customer has delivered the following originals of instruments to the SSO:
- a) Parent Company/the Bank Guarantee duly signed by respective entity, and
  - b) Purchase Agreement duly signed by both Parties.

If the above mentioned instruments are delivered after the date stipulated in the par. 1.3 of this Agreement, the assignment of the Subject of Purchase to the Customer's Storage Account shall take place at 06:00 CE(S)T on the day following the day when SSO receives the originals of instruments. Title to the Subject of Purchase shall pass from the SSO to the Customer upon assigning the Subject of Purchase to the Storage Account of the Customer.

- 2.2 The SSO warrants that Subject of Purchase sold and assigned to the Customer's Storage Account in accordance with this Agreement shall be free from any liens, charges, taxes, claims or encumbrances arising on or before when it is withdrawn from the Storage Facility at the Interconnection Point according to Article III. of this Agreement.

## **Article III.**

### **The Interconnection Point**

- 3.1 The Customer is entitled pursuant to this Agreement to use for withdrawal of natural gas from the Storage Facility the Interconnection Point with [MISSING DATA TO BE INSERTED]. The Customer is entitled pursuant to this Agreement to use for injection of natural gas into the Storage Facility the Interconnection Point with [MISSING DATA TO BE INSERTED]. The withdrawal and injection of natural gas shall be governed by the Rules of Operation (the Article 8) and the Technical Conditions.
- 3.2 If the use of the 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.



**Article IV.  
Storage Price**

4.1 The SSO and the Customer agree on the following storage price:

<b>PRICE</b>	
<b><i>FIRM FLEXIBLE STORAGE CAPACITY/Storage Period and Additional Storage Period</i></b>	
Unit Storage Price (EUR/MWh)	[MISSING DATA TO BE INSERTED]

- 4.2 The price for Firm Flexible Storage Capacity does not include the sale price for the Subject of Purchase according to this Agreement. The price for the sale of the Subject of Purchase is determined separately in compliance with Article V of this Agreement.
- 4.3 For invoicing purposes, the Storage Price shall be divided to equal monthly payments for the Billing Period. The Billing Period is referred to as Storage Period and maximum Additional Storage Period.
- 4.4 The SSO shall add value-added tax to the above prices in compliance with generally binding legal provisions.

**Article V  
Purchase Price**

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

<b>PRICE</b>	
<b><i>Purchase Price</i></b>	EUR 5,000.00 (to wit: five thousand euro)

- 5.2 The purchase price shall be invoiced by the SSO within 15 days following the date of supply of the Subject of Purchase – the date when the Subject of Purchase is assigned to the Customer’s Storage Account. The invoice shall be issued based on the Delivery Acceptance protocol signed by both Parties. The purchase price shall be due within 15 days from issuance on the invoice and may be settled either in cash, by wire transfer or by set off of receivables, if any.
- 5.3 The SSO shall add value-added tax to the above purchase price in compliance with generally binding legal provisions.

**Article VI.  
Agreement’s Relation to the Rules of Operation and Technical Conditions**



- 6.1. Unless this Agreement expressly provides alternatively, all definitions and capitalized terms used herein shall have the same meaning as in the Rules of Operation.
- 6.2. By signing this Agreement the Customer accepts the mandatory provisions of the Rules of Operations and Technical Conditions.
- 6.3. 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.
- 6.4. The Parties are obliged to interpret this Agreement in accordance with the Rules of Operation (as may have been amended in respect of the Inverse Storage by this Agreement) and Technical Conditions.

#### **Article VII. 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 (the “**Arbitration Court**”) for arbitration, conducted in English, by three arbitrators under the rules of the aforementioned Arbitration Court in accordance with the Rules of Operation.

#### **Article VIII. Confidentiality**

- 8.1 This Agreement is a confidential document that may not be disclosed to third parties without the prior written consent of the other Party. Information that has been or will be exchanged between the Parties in connection with the performance of the Agreement shall be confidential (“Confidential Information”) and the Parties may not divulge or otherwise disclose such Confidential Information to any third party.
- 8.2 For the purposes of this Article of the Agreement third parties include also employees of the Parties who, on the basis of their job classification, do not normally need or have access to documents such as this Agreement, or who are not committed to the respective Party by a confidentiality obligation at least to the extent of this paragraph. Third parties, however, do not mean external consultants of the Parties who are involved in the business of the respective Party and at the same time are committed to this Party by a statutory or contractual confidentiality obligation at least to the extent of this paragraph.
- 8.3 Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement:
  - a) information which is already lawfully in the possession of the receiving Party; or



- b) information which, after being obtained by the receiving Party, comes within the public domain other than by reason of any act or omission of the receiving Party or any other person to whom confidential information is disclosed pursuant to this Agreement; or
  - c) information which is generally available or revealed to the public; or
  - d) information which is revealed to the receiving Party by a third party, unless such third party is under a duty of non-disclosure; or
  - e) information which the receiving Party or its representatives develop independently of the disclosure; or
  - f) information which the Parties agree in writing is not Confidential Information.
- 8.4 The Parties acknowledge that a breach of the provisions of this Article shall not be deemed to have occurred in the case where a generally binding legal regulation obligates the Party to disclose Confidential Information, or in the case when the disclosure of Confidential Information is required by a governmental or regulatory authority or another body of public authority and such authorities are explicitly entitled to receive such Information under respective legal regulations.

#### **Article IX. Events of Default**

- 9.1 The following shall be deemed Events of Default of the Customer under this Agreement:
- a) The Customer proposes to the court a declaration of its bankruptcy or its restructuring.
  - b) The Customer is bankrupt and in connection with the declaration of bankruptcy or its restructuring the respective proceedings are commenced, whereas such proceedings will not be finished until sixty (60) days from their commencement and the SSO, after carefully considering the facts submitted by the Customer, comes to a conclusion that such proceedings could result in a declaration of bankruptcy.
  - c) Court declares the Customer bankrupt or approves the restructuring or rejects the bankruptcy due to insufficient assets of the Customer.
  - d) The Customer's General Meeting resolves to wind up the Customer and its liquidation.
  - e) The Customer fails to pay any of its financial obligations towards the SSO under this Agreement within ten (10) Business Days following its maturity date.



- f) The Customer breaches/fails to fulfill any of its material obligations under this Agreement and/or any of the Customer's representations or warranties turn out to be incorrect.
  - g) Respective court adopted a valid resolution on dissolution and/or liquidation of the Customer based on court's own motion or based on any third-party motion.
  - h) An enforcement of decision or execution proceedings (at the stage following the issue of an execution order), pursuant to the legal and enforceable decision and/or execution title, is pending with respect to the Customer's assets.
  - i) This Agreement or the Purchase Agreement (Annex No. 2 to this Agreement) is terminated for any cause on the side of the Customer other than fulfillment of the Agreement (e.g. withdrawal by the Customer etc.).
  - j) Customer fails to deliver the Subject of Purchase No. 2 to the SSO duly and in timely manner upon notice of the SSO in accordance with par. 10.1 of this Agreement.
- 9.2 If any of the above mentioned Events of Default occurred, the SSO shall be entitled to withdraw from this Agreement with immediate effect and to exercise any security instruments it may have under the Purchase Agreement (Annex No. 2 to this Agreement).
- 9.3 In case of failure of the Customer to perform its obligations within the deadlines set forth in this Agreement, the SSO shall be entitled to a default interest of 0,05% from the owed amount per each day of delay until settlement thereof.

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

- 10.1 This Agreement becomes valid at the moment when it is signed by both Parties.
- 10.2 This Agreement shall end upon the expiration of the Storage Period for which it has been concluded. Article VIII (Confidentiality) shall continue in full force and effect for 2 (two) years from the expiration of the Storage Period.
- 10.3 Provisions of Articles of Act No. 513/1991 Coll. Slovak Commercial Code, as amended, shall be applied *mutatis mutandis* to this Agreement, unless this Agreement stipulates otherwise. The legal relations arising from this Agreement shall be governed by, interpreted and executed in accordance with the laws of the Slovak Republic. Application of questionable norms, referring to the applicability of other than Slovak law, shall be ruled out.





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

Annex No. 1 - Contact Details of Parties

Annex No. 2 - Purchase Agreement

10.5 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 in Annex No. 1 to this Agreement, a written notice delivered to the other Party shall be sufficient.

10.6 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, no later than 2 days after signature of this Agreement.

10.7 The Customer shall bear the loss, including the obligation to bear the costs related to the tax administrator potentially assessing additional tax, including sanctions, which the SSO has incurred due to the Customer having provided incorrect or incomplete information or where the Customer has failed to immediately notify the SSO of any change concerning the Customer or its representations or obligations contained in this Agreement or carried out on the basis of this Agreement.

10.7 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]



## **Annex No. 1 - Contact Details of Parties to the Gas Storage Agreement - the Inverse Storage**

1. The Parties appoint the following contact persons for commercial issues:
  - (i) The contact person of NAFTA: [MISSING DATA TO BE INSERTED]
  - (ii) The contact person of Customer: [MISSING DATA TO BE INSERTED]
  
2. The Parties appoint the following contact persons for dispatching:
  - (i) The contact person of NAFTA: [MISSING DATA TO BE INSERTED]
  - (ii) The contact person of Customer: [MISSING DATA TO BE INSERTED]
  
3. The Parties appoint the following contact persons and addresses for invoicing:
  - (i) The contact person of NAFTA: [MISSING DATA TO BE INSERTED]
  - (ii) The contact person of Customer: [MISSING DATA TO BE INSERTED]



# Purchase Agreement

Annex. No. 2 to the Gas Storage Agreement - the Inverse Storage  
(hereinafter referred to as the "Purchase Agreement")

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is concluded between the following parties:

**1) Purchaser:**

**NAFTA a.s.**

Votrubova 1, 821 09 Bratislava, 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]

Company Number: 36 286 192  
VAT Number: [MISSING DATA TO BE INSERTED]  
Tax Reg. No: [MISSING DATA TO BE INSERTED]  
Bank: [MISSING DATA TO BE INSERTED]  
SWIFT/BIC/: [MISSING DATA TO BE INSERTED]  
IBAN: [MISSING DATA TO BE INSERTED]

(hereinafter referred to as "NAFTA" or "the SSO")

and

**2) Seller:**

[MISSING DATA TO BE INSERTED]

**Represented by:** [MISSING DATA TO BE INSERTED]  
Tax Reg. Number: [MISSING DATA TO BE INSERTED]  
VAT Number: [MISSING DATA TO BE INSERTED]  
Tax Reg. No: [MISSING DATA TO BE INSERTED]  
Bank: [MISSING DATA TO BE INSERTED]  
SWIFT/BIC/: [MISSING DATA TO BE INSERTED]  
IBAN: [MISSING DATA TO BE INSERTED]

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

Hereinafter the SSO and the Customer may be referred to individually as a "Party" or together the „Parties“.



### **Preamble**

- d) *Whereas NAFTA and the Customer conclude the Gas Storage Agreement – the Inverse Storage (“Gas Storage Agreement”) concurrently with this Purchase Agreement, and*
- e) *Whereas NAFTA by the Gas Storage Agreement provides to the Customer the Storage Services and sells the agreed amount of natural gas, and*
- f) *Whereas it is intended by both Parties that by this Purchase Agreement, NAFTA purchases back from the Customer the same amount of gas under the terms stipulated therein,*

*Now therefore the Parties agreed as follows:*

### **Article I. Subject of the Purchase Agreement**

- 1.3 Pursuant to this Purchase Agreement, the Customer sells to the SSO the natural gas in the amount of [MISSING DATA TO BE INSERTED] MWh with the qualitative parameters defined in the Technical Conditions of the SSO (“**Subject of Purchase No. 2**”) on the day determined by the SSO in accordance with par. 1.6 below (“**Delivery day**”), for the price stipulated in Article II of this Purchase Agreement and the SSO hereby purchases the Subject of Purchase No. 2 as specified above and undertakes to pay the agreed Purchase Price.
- 1.4 The Customer shall fulfill its duty to deliver Subject of Purchase No. 2 to the SSO by holding the balance of Customer’s Storage Account at the end of the Gas Day of 31 October 2018 in the amount of [MISSING DATA TO BE INSERTED] MWh of natural gas. The title to the Subject of Purchase No. 2 shall be transferred to the SSO at the Delivery Day in accordance with par. 1.6.
- 1.5 The Customer warrants that Subject of Purchase No. 2 sold and transferred to the SSO in accordance with this Purchase Agreement shall be free from any liens, charges, taxes, claims or encumbrances.
- 1.6 **Delivery Day**  
The Parties hereby agree that the SSO shall determine the day of delivery of the Subject of Purchase No. 2 as follows:
  - the delivery day shall be at the end of the Storage Period agreed by the Parties in the Gas Storage Agreement – the Inverse Storage, ie. 31 October 2018, except if the SSO has prolonged the Storage Period in accordance with the Gas Storage Agreement – the Inverse Storage for Additional Storage Period. If the SSO has



prolonged the Storage Period, the SSO shall notify the delivery day to the Customer at least 3 Gas Days in advance.

**Article II.  
Purchase Price**

- 2.1 The SSO and the Customer agreed on the following Purchase Price for the Subject of Purchase No. 2:

<b>PRICE</b>	
<i>Purchase Price</i>	EUR 5,000.00 (to wit: five thousand euro)

- 2.2 The Purchase Price shall be invoiced by the Customer within 15 days following the date of the title transfer to the Subject of Purchase No. 2. The invoice shall be issued based on the Delivery Acceptance protocol signed by both Parties. The Purchase Price shall be due within 15 days from issuance of the invoice and may be settled either in cash, by wire transfer or by set off of receivables, if any.
- 2.3 The Customer shall add value-added tax to the above Purchase Price in compliance with generally binding legal provisions.

**Article III.  
Parent Company Guarantee**

- 3.1 The Customer shall submit to the SSO the original of an irrevocable and unconditional bank company guarantee issued by bank to the SSO in favour of the SSO in an amount of [MISSING DATA TO BE INSERTED] (to wit: [MISSING DATA TO BE INSERTED]) (hereinafter referred to as the “Parent Company/the Bank Guarantee”) to secure all obligations of the Customer under this Purchase Agreement.
- 3.2 The Parent Company/the Parent Company/the Bank Guarantee shall explicitly state that:
- a) it is valid and effective from the effective date of this Purchase Agreement until 15 November 2018 and
  - b) the SSO is entitled to exercise the Parent Company/the Bank Guarantee if any of the Events of Default according to Article VII of this Purchase Agreement occurs and
  - c) it is payable by the Bank Company upon first demand without any reservations within five (5) business days following receipt of written demand for payment, sent by the SSO and



d) It is governed by Slovak law.

- 3.3 Exercising the Parent Company/the Bank Guarantee by the SSO means a demand by the SSO of payment from the Parent Company/the Bank of an amount specified by the SSO to cover the loss, damage or other consequence of Events of Default suffered by the SSO. SSO's demand for payment shall include a statement that one or more of the Events of Default under Article VII of this Purchase Agreement occurred. For avoidance of any doubts, when submitted a demand, request or statement by the SSO, the Parent Company/the Bank shall unconditionally forward the payment to the SSO without any right to question, condition, or investigate the grounds upon which the SSO claims the payment from the Parent Company/the Bank Guarantee (e.g. the details regarding whether Event of Default actually occurred).
- 3.4 The Customer shall be obliged to maintain the Parent Company/the Bank Guarantee valid during the entire term as specified above in this Article.

#### **Article IV.**

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

- 4.1. Unless this Purchase Agreement expressly provides alternatively, all definitions and capitalized terms used herein shall have the same meaning as in the Rules of Operation.
- 4.2. By signing this Purchase Agreement the Customer accepts the mandatory provisions of the Rules of Operations and Technical Conditions.
- 4.3 The Parties are obliged to interpret this Agreement in accordance with the Rules of Operation (as may have been amended in respect of the Inverse Storage by this Agreement) and Technical Conditions.

#### **Article 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 (the "**Arbitration Court**") for arbitration, conducted in English, by three arbitrators under the rules of the aforementioned Arbitration Court in accordance with the Rules of Operation.

#### **Article VI.**

##### **Confidentiality**

- 6.1 This Purchase Agreement is a confidential document that may not be disclosed to third parties without the prior written consent of the other Party. Information that has been



or will be exchanged between the Parties in connection with the performance of the Purchase Agreement shall be confidential (“Confidential Information”) and the Parties may not divulge or otherwise disclose such Confidential Information to any third party.

- 6.2 For the purposes of this Article of the Purchase Agreement third parties include also employees of the Parties who, on the basis of their job classification, do not normally need or have access to documents such as this Purchase Agreement, or who are not committed to the respective Party by a confidentiality obligation at least to the extent of this paragraph. Third parties, however, do not mean external consultants of the Parties who are involved in the business of the respective Party and at the same time are committed to this Party by a statutory or contractual confidentiality obligation at least to the extent of this paragraph.
- 6.3 Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Purchase Agreement:
- a) information which is already lawfully in the possession of the receiving Party; or
  - b) information which, after being obtained by the receiving Party, comes within the public domain other than by reason of any act or omission of the receiving Party or any other person to whom confidential information is disclosed pursuant to this Purchase Agreement; or
  - c) information which is generally available or revealed to the public; or
  - d) information which is revealed to the receiving Party by a third party, unless such third party is under a duty of non-disclosure; or
  - e) information which the receiving Party or its representatives develop independently of the disclosure; or
  - f) information which the Parties agree in writing is not Confidential Information.
- 6.4 The Parties acknowledge that a breach of the provisions of this Article shall not be deemed to have occurred in the case where a generally binding legal regulation obligates the Party to disclose Confidential Information, or in the case when the disclosure of Confidential Information is required by a governmental or regulatory authority or another body of public authority and such authorities are explicitly entitled to receive such Information under respective legal regulations.

## **Article VII. Events of Default**

- 7.1 The following shall be deemed Events of Default of the Customer under this Purchase Agreement:

- a) The Customer proposes to the court a declaration of its bankruptcy or its restructuring.
  - b) The Customer is bankrupt and in connection with the declaration of bankruptcy or its restructuring the respective proceedings are commenced, whereas such proceedings will not be finished until sixty (60) days from their commencement and the SSO, after carefully considering the facts submitted by the Customer, comes to a conclusion that such proceedings could result in a declaration of bankruptcy.
  - c) Court declares the Customer bankrupt or approves the restructuring or rejects the bankruptcy due to insufficient assets of the Customer.
  - d) The Customer's General Meeting resolves to wind up the Customer and its liquidation.
  - e) The Customer breaches/fails to fulfill any of its material obligations under this Purchase Agreement and/or any of the Customer's representations or warranties turn out to be incorrect, including, but not limited to, obligation to deliver to the SSO the Subject of Purchase No. 2 within the deadline agreed in this Purchase Agreement, in the agreed amount, manner and quality, free from any defects or encumbrances etc.
  - f) Respective court adopted a valid resolution on dissolution and/or liquidation of the Customer based on court's own motion or based on any third-party motion.
  - g) An enforcement of decision or execution proceedings (at the stage following the issue of an execution order), pursuant to the legal and enforceable decision and/or execution title, is pending with respect to the Customer's assets
  - h) This Purchase Agreement or the Gas Storage Agreement is terminated for any cause on the side of the Customer other than fulfillment of the Purchase Agreement (e.g. withdrawal by the Customer etc.)
  - i) Customer fails to deliver the Subject of Purchase No. 2 to the SSO duly and in timely manner upon notice of the SSO in accordance with par. 8.1 of this Agreement.
- 7.2 If any of the above mentioned Events of Default occurred, the SSO shall be entitled to demand from the Customer the delivery of the Subject of Purchase No. 2 to the SSO immediately regardless of the terms of the sale under this Purchase Agreement and to withdraw from this Purchase Agreement with immediate effect and to exercise any security instruments it may have under this Purchase Agreement.
- 7.3 In case of failure of the Customer to perform its obligations, the SSO shall be entitled to a default interest of EUR 10,000.00 (to wit: ten thousand euro) per each day of delay with delivery of the Subject of Purchase No. 2 to the SSO.





- 7.4 Upon review of possible foreseeable consequences of breach of obligations arising from this Purchase Agreement the Parties agree that the amount of foreseeable damages and losses is up to EUR 10,000,000 (to wit: ten million EUR). In case of occurrence of any such damages and/or losses the SSO shall be entitled to settle such damages and/or losses by demanding the compensation in cash from the Customer and/or by application of any security instruments under this Purchase Agreement. Any claims for compensation of losses or damages exceeding the above mentioned amount remain unaffected.
- 7.5 In case the losses or damages incurred by the SSO as a result of any Event of Default are lower than the amount actually received by the SSO based on the security instruments specified in this Purchase Agreement, the SSO shall return the balance to the Customer.

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

- 8.1 This Purchase Agreement becomes valid at the moment when it is signed by both Parties.
- 8.2 This Purchase Agreement becomes effective on the moment of assigning the Subject of Purchase to the Customer's Storage Account pursuant to the Gas Storage Agreement – the Inverse Storage. Article VI (Confidentiality) shall continue in full force and effect for 2 (two) years from the end of the Gas Storage Agreement concluded concurrently with this Purchase Agreement, i.e. until 30 September 2019.
- 8.3 Provisions of Articles of Act No. 513/1991 Coll. Slovak Commercial Code, as amended, shall be applied *mutatis mutandis* to this Purchase Agreement, unless this Purchase Agreement stipulates otherwise. The legal relations arising from this Purchase Agreement shall be governed by, interpreted and executed in accordance with the laws of the Slovak Republic. Application of questionable norms, referring to the applicability of other than Slovak law, shall be ruled out.
- 8.4 The following Annexes are an integral part of this Purchase Agreement:  
  
Annex No. 1 - Contact Details of Parties;  
Annex No. 2 – Form of Parent Company/the Bank Guarantee.
- 8.5 The Parties may change or complement this Purchase Agreement only by written, sequentially numbered amendments to this Purchase Agreement, which have to be signed by persons authorized to act on behalf of the Parties. To change the identification data shown on the front page of this Purchase Agreement or the contact persons shown in Annex No. 1 to this Purchase Agreement, a written notice delivered to the other Party shall be sufficient.



- 8.6 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, no later than 2 days after signature of this Purchase Agreement.
  
- 8.7 The Customer shall bear the loss, including the obligation to bear the costs related to the tax administrator potentially assessing additional tax, including sanctions, which the SSO has incurred due to the Customer having provided incorrect or incomplete information or where the Customer has failed to immediately notify the SSO of any change concerning the Customer or its representations or obligations contained in this Purchase Agreement or carried out on the basis of this Purchase Agreement.
  
- 8.8 This Purchase Agreement is executed in two originals in English language, of which each Party shall receive one original.

**On behalf of NAFTA a.s.:**

**On behalf of Customer:**

Bratislava, on .....

Düsseldorf, on .....

.....

.....

[MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED]

.....

.....

[MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED]



## **Annex No. 1 - Contact Details of Parties to the Purchase Agreement**

1. The Parties appoint the following contact persons for commercial issues:
  - (i) The contact person of NAFTA: [MISSING DATA TO BE INSERTED]
  - (ii) The contact person of Customer: [MISSING DATA TO BE INSERTED]
  
2. The Parties appoint the following contact persons for dispatching:
  - (i) The contact person of NAFTA: [MISSING DATA TO BE INSERTED]
  - (ii) The contact person of Customer: [MISSING DATA TO BE INSERTED]
  
3. The Parties appoint the following contact persons and addresses for invoicing:
  - (i) The contact person of NAFTA: [MISSING DATA TO BE INSERTED]
  - (ii) The contact person of Customer: [MISSING DATA TO BE INSERTED]