

# Gas Storage Agreement

(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 No [IČO]: 36 286 192  
VAT Reg. No [IČ DPH]: [MISSING DATA TO BE INSERTED]  
Tax Reg. No [DIČ]: [MISSING DATA TO BE INSERTED]  
Bank: [MISSING DATA TO BE INSERTED]  
Account number: [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) Company name: [MISSING DATA TO BE INSERTED]

**Registered office, incorporated in the Companies Register ....., Section:..., File No ...**  
[MISSING DATA TO BE INSERTED]

**Represented by:** [MISSING DATA TO BE INSERTED]

Company No [IČO]: [MISSING DATA TO BE INSERTED]  
VAT Reg. No [IČ DPH]: [MISSING DATA TO BE INSERTED]  
Tax Reg. No [DIČ]: [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 “...” or “the Customer”)

(hereinafter individually 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 the business condition for access to and use of a gas storage facility of the Storage Operator (hereinafter the “**Rules of Operation**”) and the valid Technical Conditions for Access and Connection to the Storage Operator’s Storage Facility (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:

<b>FIRM FLEXIBLE STORAGE CAPACITY</b>	
Maximum Working Gas Volume (MWh)	,000,000
Initial Maximum Injection Rate (MWh/ Gas day)	,000
Initial Maximum Withdrawal Rate (MWh/ Gas day)	,000

- 1.3 The Storage Services shall be provided for the duration of the (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	MISSING DATA TO BE INSERTED

**Article II.  
The Interconnection point**

- 2.1 The Customer is entitled pursuant to the Article 8 of Rules of Operation, Technical Conditions and this Agreement to use for injection of natural gas into the Storage Facility the Interconnection Point [MISSING DATA TO BE INSERTED] and for withdrawal of natural gas from the Storage Facility the Interconnection Point [MISSING DATA TO BE INSERTED]. Storage System Operator will not charge any additional fee for use of these chosen Delivery Points except of the fee according to the Clause 2.2 below.

- 2.2 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 III.  
Storage Price**

- 3.1 The SSO and the Customer agree on the following storage price:

<b>PRICE FOR FIRM FLEXIBLE STORAGE CAPACITY/STORAGE PERIOD</b>	<b>(EUR/MWh)</b>
Unit Storage Price per 1 MWh	0,0000

- 3.2 The storage services shall be provided and invoiced by the SSO starting from [MISSING DATA TO BE INSERTED] to [MISSING DATA TO BE INSERTED] inclusive.
- 3.3 The SSO shall add value-added tax to the above prices in compliance with generally binding legal provisions.
- 3.4 For the purposes of Clause 2.2, within the meaning of value added tax act the fee for the cross border use of storage facilities represents a repeated supply of services. The date of supply represents the last day of the respective calendar month. The invoices shall be issued based on the protocol confirmed by both Parties within 10 calendar days after the end of the month in which the services were provided. The maturity date of the invoice is, at the latest, the twenty-eight (28<sup>th</sup>) day of the calendar month in which the invoice was issued.

**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 finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (the Vienna Rules) by one or three arbitrators in accordance with the Rules of Operation.

**Article VI.  
Temporary and Closing Provisions**

- 6.1 This Agreement becomes valid at the moment when it is signed by both Parties.
- 6.2 This Agreement is executed upon the Customer's application which was delivered to the SSO on [MISSING DATA TO BE INSERTED] based on Invitation to apply for available storage capacity published on [MISSING DATA TO BE INSERTED] (hereinafter the „**Application**“).
- 6.3 The Parties conclude this Agreement for a definite period of time from the beginning of Gas Day [MISSING DATA TO BE INSERTED] to the end of the Gas day of [MISSING DATA TO BE INSERTED]. This Agreement shall be terminated upon the expiration of the time period for which it has been concluded.
- 6.4 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.
- 6.5 The following Annexes are integral parts of this Agreement:  
Annex No. 1 - Contact Details of Parties.
- 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 in Annex No. 1 of this Agreement, a written notice delivered to the other Party shall be sufficient.
- 6.7 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.

- 6.8 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 (EU) 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency.
- 6.9 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 ..... [TO BE INSERTED], on .....

.....  
[TO BE INSERTED] [TO BE INSERTED]

.....  
[TO BE INSERTED] [TO BE INSERTED]