



Gas Storage Agreement

(hereinafter referred to as the “Agreement”)

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]
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]

[MISSING DATA TO BE INSERTED], incorporated in the Companies Register of the District [MISSING DATA TO BE INSERTED], Section: [MISSING DATA TO BE INSERTED], 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 “[MISSING DATA TO BE INSERTED]” 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:

FIRM FLEXIBLE STORAGE CAPACITY	
Total amount of Standard Bundled Units	[MISSING DATA TO BE INSERTED]
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 period of one year (such period being the “**Storage Period**”):

	GAS DAY
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 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]. Storage System Operator will not charge any additional fee for use of these chosen Delivery Points.
- 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.

**Article III.
Storage Price**

3.1 The SSO and the Customer agree on the following Storage Price:

PRICE	
<i>FIRM FLEXIBLE STORAGE CAPACITY /Storage Period</i>	
Unit Storage Price per 1 MWh (EUR/MWh)	[MISSING DATA TO BE INSERTED]

- 3.2 The Storage Services shall be provided and invoiced by the SSO starting from [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 of this Agreement, within the meaning of value added tax act the fee for the cross border use of storage facilities represents supply of services, and it constitutes repeated supply of services taking place within the agreed periods of time. 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 (28th) 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 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.
Temporary and Closing Provisions**

- 6.1 This Agreement becomes valid and effective 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].
- 6.3 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.
- 6.4 The following Annex is an integral part of this Agreement:
Annex No. 1 - Contact Details of Parties.
- 6.5 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.
- 6.6 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.
- 6.7 The Parties may change or complement this Gas Storage Agreement only by written, sequentially numbered amendments to this Gas Storage 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 Gas Storage Agreement or the contact persons shown in Article IV of this Gas Storage Agreement, a written notice delivered to the other Party shall be sufficient.



- 6.8 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.
- 6.9 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.
- 6.10 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.
- 6.11 The Parties hereby agree to cooperate in order to fulfill any obligations that may arise from the REMIT legislation.
- 6.12 This Gas Storage Agreement is executed in two originals in English language, of which each Party shall receive one original.

On behalf of NAFTA a.s.:
 Bratislava, on.....

On behalf of Customer:
 [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:
[MISSING DATA TO BE INSERTED]
 - (ii) The contact person of [MISSING DATA TO BE INSERTED]:
[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 [MISSING DATA TO BE INSERTED]:
[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 [MISSING DATA TO BE INSERTED]:
[MISSING DATA TO BE INSERTED]