



**Natural Gas Supply Agreement No:** [MISSING DATA TO BE ADDED]

**(hereinafter referred to as the "Agreement")**

**1. NAFTA a.s.**

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

**Represented by:**

Martin Bartošovič, General Director, based on the Power of Attorney  
Ladislav Goryl, UGSD Director, based on the Power of Attorney

Company Reg. No.:	36 286 192
VAT Reg. No.:	SK2022146599
Tax Reg. No.:	2022146599
Slovak Reg. No. for excise tax on natural gas (as tax payer):	SK52741300160
Bank:	Komerční banka a.s., pobočka zahraničnej banky
SWIFT /BIC/:	KOMBSKBA
IBAN:	SK84 8100 0001 0701 1890 0207

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

**and**

**2. [MISSING DATA TO BE ADDED]**

Registered seat/address and Registration in Companies Register:[MISSING DATA TO BE ADDED]

**Represented by:**

[MISSING DATA TO BE ADDED]  
[MISSING DATA TO BE ADDED]

Company Reg. No.:	[MISSING DATA TO BE ADDED]
VAT Reg. No.:	[MISSING DATA TO BE ADDED]
Tax Reg. No.:	[MISSING DATA TO BE ADDED]
Slovak Reg. No. for excise tax on natural gas (as tax payer):	[MISSING DATA TO BE ADDED]
Bank:	[MISSING DATA TO BE ADDED]
SWIFT /BIC/:	[MISSING DATA TO BE ADDED]
IBAN:	[MISSING DATA TO BE ADDED]

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

(hereinafter may be referred to individually as the “Party” or collectively as the “Parties”)

## I.

### Subject Matter of the Agreement

The Seller hereby undertakes to supply natural gas to the Buyer under the terms and conditions herein and concurrently transfers title to the natural gas to the Buyer. The Buyer hereby undertakes to take over the supplied natural gas and properly and on the time pay the invoiced amounts, i.e. stipulated price with related value added tax and excise tax on natural gas, if invoiced/charged by the Seller.

## II.

### Basic Conditions of Supply

The Parties agree to the following supply of natural gas:

#### 2.1 Purchase Price

The Parties agree that a **unit purchase price** for 1 MWh of supplied natural gas shall be [MISSING DATA TO BE ADDED] (€/MWh).

The **total purchase price** is calculated by multiplying the unit purchase price and the quantity of supplied natural gas over the term of this Agreement.

Prices (unit purchase price and total purchase price) mentioned herein are exclusive of value added tax (hereinafter referred to as “**VAT**”) and excise tax on natural gas. VAT and excise tax on natural gas shall be invoiced/applied at the applicable rate in accordance with generally binding law.

#### 2.2 Quantity

The Buyer shall be obliged to nominate and take off natural gas in the amount of [MISSING DATA TO BE ADDED] (hereinafter referred to as the “**Contractual Quantity**”) and the Seller shall supply the Buyer during the period specified in Article 2.3 hereof nominated amount of natural gas.

The Seller shall supply the Buyer with the natural gas during the period specified in Article 2.3 hereof in the daily range below (hereinafter referred to as “**DCQ**”):

MWh	December 2021
DCQ max	
DCQ min	

#### 2.3 Contractual Period

The Seller shall supply the Buyer with the Contractual Quantity from the beginning of Gas Day December 1, 2021 to the end of Gas Day December 31, 2021 (hereinafter referred to as the “**Contractual Period**”).

#### 2.4 Point of Delivery

The Seller shall deliver to the Buyer during the Contractual Period the Contractual Quantity through the exit point from the upstream production pipeline network with the

Distribution System and/or Interconnection Point of the Storage Facility operated by the Seller with the Distribution System as defined in the Technical Conditions (hereinafter referred to as the “**Point of Delivery**”).

The specific Point of Delivery will be defined in the procedure specified in Article III hereof, where the Seller’s Storage Facility may be the Point of Delivery only with the permission of the Seller and in the case that the Buyer has sufficient free storage capacity in its storage account under the current Gas Storage Agreement concluded between the Seller and the Buyer.

The Seller provides information about its technical capabilities to supply the gas to the Buyer’s storage account in the Storage Facility, at latest fifteen (15) days prior to the start of the relevant month for the supply of gas.

### **III.**

#### **Other Conditions for Supply**

- 3.1** The Buyer shall e-mail to the Seller a tentative gas supply schedule for the subsequent Gas Month, to be broken down on a daily basis by individual shipper pair, no later than five (5) working days prior to the relevant Gas Month (hereinafter referred to as the “**Tentative Gas Supply Schedule**”).

The Seller provisionally confirms to the Buyer the Tentative Gas Supply Schedule within three (3) working days of receipt thereof. At the same time, the Seller determines the exit point from its facilities to the Point of Delivery.

Subsequently, the Buyer shall on the previous Gas Day D-1, at latest by 3:00 PM, nominate the quantity of natural gas which the Seller should supply to the Buyer hereunder for the next Gas Day D.

The Seller is entitled to request the Buyer on the previous Gas Day D-1 to renominate the daily nomination for Gas Day D and to allocate the required quantity of natural gas supplied according to the Seller’s individual upstream shipper codes. The Buyer shall accept this and forward a new, adjusted daily nomination. This shall be communicated by the Seller to the Buyer without undue delay.

The Buyer is entitled, from 3:00 PM on Gas Day D-1 to 11:59 PM on Gas Day D and no later than two (2) hours prior to the beginning of the time period for which the renomination has been drafted, to send to the Seller the renomination for the nominated daily gas supply quantities for Gas Day D. The Buyer shall be obliged to renominate so that the renominated hourly flow comprises a maximum 1/24 of agreed minimum and maximum daily natural gas supply quantity.

The Buyer shall accept the Seller’s request to allocate the required quantity of natural gas supplied according to the Seller’s individual upstream shipper codes and forward the new, adjusted daily renomination.

- 3.2** Supplied quantities of natural gas shall be confirmed by the Parties in the protocol (hereinafter referred to as the “**Delivery and Acceptance Protocol**”). The Delivery and

Acceptance Protocol shall be agreed and signed by the representatives of both Parties at latest by the second working day following the end of each Gas Month wherein natural gas has been supplied under this Agreement. The Parties agree that Delivery and Acceptance Protocols shall be delivered between the Parties in the electronic form in pdf via email.

- 3.3** The Seller's obligation to supply natural gas and the Buyer's obligation to withdraw it are considered to have been fulfilled when the gas:
- a) passes at the Point of Delivery from the facilities operated by the Seller to the Distribution Network, if the Point of Delivery is the Distribution Network.
  - b) is credited to the Buyer's Storage Account, if the Point of Delivery is the Storage Facility.

For the purposes of this Agreement, crossover of natural gas at the Point of Delivery to the Distribution Network is also the balance when the supplied natural gas is recognized in the Distribution Network operator's imbalance account.

- 3.4** Natural gas supplies at the Point of Delivery shall be operationally managed by the Buyer through his own dispatching, in cooperation with the Seller's commercial dispatching and the Distribution Network operator's dispatching.
- 3.5** The standard and method for measuring and reporting supplied natural gas quantities and quality hereunder shall be governed by the Interconnection Agreement concluded between the Seller and the operator of the Distribution Network, and by the relevant operating rules and technical specifications.
- 3.6** Risk and title to the supplied natural gas passes to the Buyer at the moment when it has been delivered at the Point of Delivery.

#### **IV.**

##### **Invoicing and Payment Terms**

- 4.1** The Parties agree to bill the purchase price for the supplied quantity of natural gas in Euro (€), based on the Delivery and Acceptance Protocol for the relevant Gas Month. For the purposes of invoicing Gas Month represents calendar month. The Seller undertakes to issue the invoice for supply of natural gas for relevant Gas Month, wherein natural gas has been supplied under this Agreement, within five (5) working days from the end of the respective Gas Month. The invoice shall be payable within fourteen (14) days from the date of its issue. VAT and excise tax on natural gas will be invoiced/charged/applied in accordance with generally binding law.
- 4.2** The Parties agree that invoices shall be delivered in the electronic form in pdf via email from Seller's e-mail address: einvoice@nafta.sk to Buyer's e-mail address: [MISSING DATA TO BE ADDED]. The Parties agree that sent electronic invoice is considered to be received by the Buyer by its sending from Seller's e-mail address to the Buyer's e-mail address defined herein. The Buyer declares that he has access to the stipulated e-mail address for electronic invoice delivery. The Buyer is obliged to take measures to allow delivery of Seller's electronic invoices to the stipulated email address.

- 4.3** The Parties agree that sent electronic invoice is considered to be received by the Buyer by its sending from Seller's e-mail address to the Buyer's e-mail address defined herein. The Buyer declares that he has access to the stipulated e-mail address for electronic invoice delivery. The Buyer is obliged to take measures to allow delivery of Seller's electronic invoices to the stipulated email address.
- 4.4** All payments based on this Agreement shall be made in Euro (€). The Buyer shall make the payments by bank transfer to the Seller's bank account referred to in the Agreement. The Buyer is obliged to use for payments to the Seller the variable symbols specified by the Seller in the invoices.
- 4.5** The date of payment/the day of the performance of a financial obligation shall be the day of crediting the corresponding amount to the Seller's bank account. If the last day of the due date of payment falls on Saturday, Sunday or public holiday in Slovakia, the due date of payment shall be shifted to the nearest following working day.
- 4.6** In case of failure of the Buyer to perform its financial obligations within the deadlines set forth in the Agreement, the Seller shall be entitled to a default interest of 0.05% from the owed amount per each day of delay until settlement thereof. The default interest shall be payable within fourteen (14) days from the date of issuance of the invoice (statement of default interest) to the Buyer.
- 4.7** Communication between the Parties regarding this Article IV shall primarily take place via e-mail, unless the Parties agree otherwise.

## **V.**

### **Contractual Fines**

In the event of Buyer's failure during the Contractual Period to take off natural gas in the amount of [MISSING DATA TO BE ADDED] MWh, the Buyer shall be committed to pay contractual fine amounting to 70% of the purchase price of untaken natural gas (calculated by multiplying the unit purchase price stipulated in Article 2.1 of this Agreement and the quantity of untaken natural gas). The Seller is entitled to bill such contractual fine in the final month's invoice.

## **VI.**

### **Liability for Damage**

- 6.1** Each Party undertakes to indemnify the other Party for damage caused by delay, failure of proper performance or other breach of obligations under this Agreement or applicable law.
- 6.2** The Parties agree not to hold the Seller responsible for profits lost by the Buyer and/or for any indirect loss, injury or damage caused as a consequence of this Agreement or in connection herewith.
- 6.3** The Buyer shall bear any loss incurred by the Seller, including the obligation to bear the costs for any adjusted taxes and penalties levied by the tax authorities due to Buyer having provided incorrect or incomplete information, or if the Buyer fails to notify the Seller forthwith of any changes related to him, his representations or obligations contained in this Agreement or made on the basis hereof.

## VII.

### Force Majeure

- 7.1** Force majeure events shall relieve the Parties of the performance of their contractual obligations for as long as such an event or consequences thereof, persist. A Party claiming a force majeure event shall notify the other Party of such force majeure event in writing without undue delay, indicating the time for which the notifying Party expects the force majeure event to persist. The Party that is affected by a force majeure event in performing its obligations hereunder shall also make its best effort to ensure that the force majeure event lasts for the shortest possible time.
- 7.2** Within the meaning of this Article, a force majeure event shall be understood to be an obstacle that has occurred beyond the obligated Party's control and prevents this Party from performing its obligations hereunder if the obligated Party cannot be reasonably expected to avert or overcome the obstacle or the consequences thereof and, further, to have foreseen such obstacle at the time of entering into this Agreement.
- 7.3** Force majeure events shall be deemed to include, without limitation, natural factors, floods, earthquakes, landslides, war or situations similar to war, fire, operating emergencies, explosions and terrorist attacks.
- 7.4** Obstacles arising from the Parties' personal and, specifically, economic situation and obstacles to the performance of a certain contractual obligation which only arose at the time when the obligated Party was in delay with performing such contractual obligation shall not be acknowledged as force majeure events.
- 7.5** Should a force majeure event last for more than seven days the Parties shall enter into talks with a view to achieving a solution acceptable for both Parties.
- 7.6** Each of the Parties shall have the right to rescind this Agreement if a force majeure event lasts for more than three months.

## VIII.

### Severability

Each of the provisions of this Agreement shall be interpreted so as to be effective, applicable or enforceable in accordance with the applicable legal regulations. However, should any provision hereof be ineffective, invalid or unenforceable under the applicable legal regulations this shall be without prejudice to the effect, validity or enforceability of the other severable provisions hereof, which shall remain binding and fully effective, valid and enforceable. In the case of such ineffectiveness, invalidity or unenforceability the Parties agree to hold *bona fide* talks and agree on changes or amendments hereto that may be or will be required to carry out the intent of the Agreement and that will replace the ineffective, invalid or unenforceable provisions of this Agreement. The Parties agree that in negotiating such changes or amendments they shall preserve the benefits of this contractual relationship in the proportion in which these benefits existed at the time of the signing of this Agreement.





## **Governing Law and Resolution of Disputes**

This Agreement shall be governed by the laws of the Slovak Republic and interpreted in accordance with the legislation of the Slovak Republic (with the exclusion of conflict of law provisions). The Parties shall make a *bona fide* effort to resolve any disputes or differences arising from or in connection with this Agreement or from a breach, termination or nullity of this Agreement or a part thereof. However, if the Parties are unable to reach agreement on a settlement of a dispute within three (3) months of written notification of the start of negotiations, the competent court of jurisdiction in the Slovak Republic shall give final judgment.

### **XII.**

#### **Changing a Party to the Agreement**

The Parties undertake not to allow any part hereof, or the Agreement as a whole, to be assigned to a third party without the prior written consent of the other Party.

### **XIII.**

#### **Confidentiality**

Information contained in this Agreement and information the Parties exchange in connection therewith are strictly confidential and the Parties are neither permitted to disclose or otherwise provide them to third parties, nor to use them contrary their purpose for their own needs, without the prior written consent of the other Party. The above restriction shall not apply to the provision of confidential information to the Parties' advisors (e.g. auditors, lawyers), provided the advisors are bound by the obligation of confidentiality at least to the extent specified in this Article. The Parties likewise acknowledge that the provisions of this Article shall not have been breached if a Party discloses confidential information in accordance with generally binding legislation or if the disclosure of confidential information is required by a government, regulatory or other public authority and the authority is expressly authorized under applicable laws to receive such information. This duty of confidentiality shall survive for two (2) years after the termination of the Agreement.

### **XIV.**

#### **Notifications**

All notices in writing hereunder, except for invoices and Delivery and Acceptance Protocols, shall be delivered by post as registered letters or by express courier services to the addresses of the Parties.

### **XV.**

#### **Complaints**

**15.1** If either the Parties identifies any faults or discrepancies in the bills/invoices in accordance with the Agreement, resulting from the defect of the measuring instrument, application of incorrect price (rate), numerical or printing mistake, etc., this Party shall deliver to the other Party a written notice requesting rectification of the faulty condition and its remedy (hereinafter referred to as the “**Complaint**”).

The Complaint shall include, namely:



- a) number of the invoice to which the Complaint relates, including variable symbol;
- b) justification of the Complaint;
- c) other circumstances significant for the Complaint; and
- d) identification of the complaining Party and signature of the authorized representative.

**15.2** The asserted Complaint shall not entitle the Buyer to refuse to pay the invoiced amount within its due date of payment. If an overpayment has been identified based on the out-of-court settlement, court settlement or court ruling, the Seller/Buyer shall pay its amount to the account of other Party indicated in this Agreement.

## **XVI.**

### **Withdrawal from the Agreement**

- 16.1** In the event of a substantial breach of the Agreement by the Buyer, the Seller has the right to withdraw from the Agreement. The Agreement shall be terminated upon delivery of the written notice of withdrawal to the Buyer.
- 16.2** A substantial breach of the Agreement shall mean in particular, without limitation, if the Buyer has not made a payment of any amount under the Agreement within ten (10) days following its due date.
- 16.3** Either of the Parties has a right to withdraw from the Agreement also in cases stipulated by and in accordance with the applicable generally binding legal regulations.

## **XVII.**

### **Final Provisions**

- 17.1** The Buyer declares that is a registered entity as an excise tax payer for natural gas pursuant to Article 35 of Act No. 609/2007 Coll. on excise tax on electricity, coal and natural gas and the amendment to Act No. 98/2004 Coll. on excise tax on mineral oil, as amended (hereinafter referred to as “**Excise Tax Act**”). The copy of confirmation (certificate) on such Buyer’s Slovak registration is attached to this Agreement as Annex No. 4.
- 17.2** The Buyer declares that the Buyer is registered for VAT purposes as VAT payer according to Act No. 222/2004 Coll. on value added tax as amended. Copy of such Buyer’s VAT registration certificate shall be attached to this Agreement as Annex No. 5.
- 17.3** Should the Buyer’s registration on excise tax on natural gas and/or Buyer’s VAT registration become invalid or be cancelled or be changed, the Buyer shall be obliged to notify the Seller thereof immediately; however, at the latest within 2 days of any change related to these registrations.

- 17.4** The Buyer confirms that based on this Agreement the Buyer shall purchase natural gas from the Seller only for the purposes of its further sale.
- 17.5** Headings of individual articles in this Agreement are only indicative and shall have no impact in any way on the interpretation hereof.
- 17.6** Changes and amendments hereto shall only be valid if made in writing and signed by authorized representatives of both Parties. To change the identification details of the Parties hereunder a notice in writing of such change, delivered to the other Party, shall suffice.
- 17.7** The Agreement shall come into force and enter into effect on the date of its signature by both Parties.
- 17.8** The following Annexes represent integral parts of this Agreement:
- Annex 1** – Definitions
  - Annex 2** – Delivery and Acceptance Protocol - Template
  - Annex 3** – Form for Remit
  - Annex 4** – Certificate on Slovak registration of the Buyer for the payer of excise tax on natural gas
  - Annex 5** – VAT registration certificate of the Buyer
  - Annex 6** – Bank Guarantee

Executed in Bratislava, on .....

On behalf of NAFTA a.s.

.....

[MISSING DATA TO BE ADDED]

Executed in [ADD], on.....

[MISSING DATA TO BE ADDED]

.....

[MISSING DATA TO BE ADDED]

## Annex 1 - DEFINITIONS

- 1.1 “ACER” is the Agency for the Cooperation of Energy Regulators;
- 1.2 “Distribution Network” means the gas distribution facility in the territory of the Slovak Republic operated by SPP – distribúcia, a.s.;
- 1.3 “MWh” is a unit energy amount of natural gas and represents the amount of gas corresponding to 1 MWh of thermal energy released by complete combustion;
- 1.4 “Nomination” means a daily written breakdown of scheduled gas supplies which the Buyer and Seller are obliged to send to the operator of the network supplying the gas, according to relevant technical specifications and operating rules;
- 1.5 “Gas Day” means the 24 hours starting at 6:00 am Central European Time; on the day of transition to Central European Summer Time the gas day is 23 hours and on the day of transition to Central European Winter Time the gas day is 25 hours;
- 1.6 “Gas Month” means a time period starting at 6:00 am Central European Time on the first calendar day of the respective calendar month and ending at 6:00 am on the first calendar day of succeeding calendar month;
- 1.7 “REMIT” is Regulation (EU) No. 1227/2011 on wholesale energy market integrity and transparency;
- 1.8 “Rules of Operation” means Rules of Operation setting out commercial terms and conditions for access to and use of the gas storage facility of NAFTA a.s. valid during the Contractual Period;
- 1.9 "Shipper Pair" means a pair of anonymous alphanumeric codes specifying the process of delivering and receiving gas. The first part of the user pair identifies the market operator delivering the gas and the second part indicates the market operator receiving the gas.
- 1.10 “Storage Facility” means the facility operated by the Seller, used for the storage of natural gas and supplementary services relating to injection into the storage facility, withdrawal from the storage facility, and treatment and transport of gas to or from the system, with the exception of those parts of the storage facility which are exclusively reserved for Transmission System Operators or Distribution System Operators for the purpose of ensuring their operations, and, also, designated facilities operated by the Linked Storage Facility Operator which are necessary for the purpose of transporting the gas injected into/withdrawn from the Interconnection Point C – MAB/Baumgarten;
- 1.11 “Technical Conditions” means the Technical Conditions of access and connection to the storage facility of NAFTA a.s and Business Conditions for access and utilization of the upstream pipeline network of the company NAFTA a.s. valid during the Contractual Period that NAFTA a.s. is obliged to prepare and publish under the legal regulations in force and effect in the Slovak Republic.