



**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 maintained by the City Court Bratislava III, 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”)

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 time pay the invoiced amounts, i.e. stipulated price with related value added tax, excise tax on natural gas and levies as mentioned in Article 2.1 hereof, 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 the **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 with the quantity of supplied natural gas under the terms of this Agreement.

Prices (unit purchase price and total purchase price) mentioned herein are exclusive of value added tax (hereinafter referred to as “VAT”), excise tax on natural gas and any levies, which may be introduced in the future by the Slovak and/or EU generally binding laws. VAT, excise tax on natural gas and levies 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 over the natural gas in the total amount of **[MISSING DATA TO BE ADDED]** MWh (hereinafter referred to as the “**Contractual Quantity**”) for/during the period specified in Article 2.3 hereof and the Seller shall supply the Buyer during the period specified in Article 2.3 hereof nominated amount of natural gas in accordance with this Agreement.

The Buyer shall be obliged to nominate and take over the natural gas during the period specified in Article 2.3 hereof in the monthly quantities below, with a **tolerance of -/+ 20 %**, while adhering to the Contractual Quantity (hereinafter referred to as the “**Monthly Contractual Quantity** “):

2024	10	11	12
MWh			

The Buyer shall be obliged to nominate for Gas Days stipulated below and take over the natural gas in the following range of daily contractual quantities (daily contractual quantities hereinafter referred to as the “**DCQ**”):

	Gas Day 1 October 2024 - Gas Day 31 December 2024
DCQmax (MWh/day)	
DCQmin (MWh/day)	

2.3 Contractual Period

The period during which the natural gas shall be supplied by the Seller and taken over by the Buyer under the terms and conditions herein is the period from the beginning of Gas Day October 1, 2024 to the end of Gas Day December 31, 2024 (hereinafter referred to as the “**Contractual Period**”).

2.4 Point of Delivery

The Seller shall deliver to the Buyer during the validity of this Amendment No. 1 the natural gas under the terms and conditions herein on the exit point from the Facilities operated by the Seller before entry point to the Distribution System and/or Transmission System as defined in the Technical Conditions (hereinafter referred to as the “**Point of Delivery**”). The Buyer has the right to nominate any of the aforementioned Point of Delivery at its full discretion.

The Seller shall be entitled to provide the Buyer with the specific point of delivery – the Storage Facility (the specific point of delivery and the Point of Delivery together hereinafter refers to as the “**Point of Delivery**”).

The Storage Facility may be the Point of Delivery only with the permission of the Seller and in case that the Buyer has sufficient free storage capacity in its Storage Account under any Gas Storage Agreement concluded between the Seller and the Buyer.

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

III.

Other Conditions for Supply

3.1 The Buyer shall send via 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 at the latest by 3:00 PM of Gas Day preceding the Gas Day of supply (hereinafter refers to as the “**Gas Day D-1**”) nominate required quantity of natural gas in line with the Article 2.2 hereof.

The Seller is entitled to request the Buyer on Gas Day D-1 to renominate the daily nomination for Gas Day of supply and to allocate the required quantity of natural gas to be supplied under the Seller's individual upstream shipper codes. The Buyer shall accept this and forward a new, adjusted daily nomination.

The Buyer is entitled, from 3:00 PM on Gas Day D-1 to 11:59 PM on Gas Day of supply and no later than two (2) hours prior to the beginning of required renominated flow, to send to the Seller the renomination of daily nomination for Gas Day of supply. In such case the Buyer shall be entitled to renominate so that the renominated hourly flow shall be in a range of 1/24 of DCQ_{min} and DCQ_{max} as agreed in Article 2.2 hereof.

The Seller is entitled to request the Buyer to renominate the daily renomination for Gas Day of supply and to allocate the required quantity of natural gas to be supplied under the Seller's individual upstream shipper codes. The Buyer shall accept this and forward a 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 the latest by the second working day following the end of each Gas Month in which 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 e-mail.
- 3.3** The Seller's obligation to supply and the Buyer's obligation to take over natural gas are considered to be fulfilled when the natural gas:
- a) passes at the Point of Delivery, if the Point of Delivery is the exit point from the Facilities operated by the Seller before entry point to the Distribution System as defined in the Technical Conditions (hereinafter referred to as the "**Distribution System**") and/or Transmission System as defined in the Technical Conditions (hereinafter referred to as the "**Transmission System**"); for the purposes of this Agreement, crossover of natural gas at the Point of Delivery to the Distribution System and/or Transmission System is also the balance when the supplied natural gas is recognized in the Distribution System/Transmission System operator's imbalance account;
 - b) is credited to the Buyer's Storage Account if the Point of Delivery is the Storage Facility.
- 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 System/Transmission System operator's dispatching. The Buyer shall be obliged to make relevant nominations at the entry point to the Distribution System and/or Transmission System and shall bear all costs related to the distribution and/or transmission of natural gas.
- 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 System/Transmission System, and by the relevant operating rules and technical specifications.

- 3.6** Risk and title to the supplied natural gas pass to the Buyer at the moment it is 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, in which natural gas has been supplied under this Agreement, within five (5) working days after 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 shall 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 e-mail from Seller's e-mail address: invoice@nafta.sk to Buyer's e-mail address: [MISSING DATA TO BE ADDED]. The invoice is considered to be received by the Buyer at the time when it is sent from Seller's e-mail address stipulated above to the Buyer's e-mail address stipulated above. The Buyer declares that the Buyer has access to its e-mail address stipulated above and the receipt of the invoice from the Seller hereto in the form mentioned above shall not be blocked. The Buyer is obliged to take measures to allow delivery of Seller's invoices to the Buyer's e-mail address stipulated above.
- 4.3** 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. All costs (including bank charges) associated with the bank transfer shall be borne by the Buyer (debtor).
- 4.4** 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.
- 4.5** In case of the Buyer's delay in fulfilling its payment obligation (delay with the payment), the Seller is entitled to invoice default interest in the amount of the basic interest rate of the European Central Bank valid on the first day of the delay in fulfilling the payment obligation, increased by ten (10) percentage points per annum (360 days), from the owed amount. The default interest shall be calculated for each (even a started) day of delay. This does not affect the right to claim damages. If the basic interest rate of the European Central Bank valid on the first day of the delay in fulfilling the payment obligation is negative, it shall be considered as zero for the purpose of calculating the default interest (i.e., in this case, a rate of 10% per annum shall be applied for calculating the default interest). If the Seller exercises its above mentioned right, the default interest under this point shall be payable within three (3) days from the date of issuance of the invoice (statement of default interest) to the Buyer.
- 4.6** Communication between the Parties regarding this Article IV. shall primarily take place via e-mail, unless the Parties agree otherwise.

V.

Contractual Fines

- 5.1** In the event of Buyer's failure during the Contractual Period to nominate and/or take over natural gas in the amount of [MISSING DATA TO BE ADDED] MWh (i.e. the Contractual Quantity), the Seller shall be entitled to bill/ask contractual fine amounting to 100% of the purchase price of unominated and/or untaken natural gas (calculated by multiplying the unit purchase price stipulated in Article 2.1 of this Agreement and the quantity of unominated and/or untaken natural gas) after the end of Contractual Period and the Buyer shall be committed to pay this contractual fine. The contractual fine shall be payable within three (3) days from the date of issuance of invoice (statement of contractual fine / demand for payment). Articles 4.2 - 4.6 hereof shall be applied accordingly. The payment of contractual fine does not affect the Seller's right to full compensation for incurred damage in the whole extent.
- 5.2** In the event of Seller's withdrawal from the Agreement according to the Article XVI. hereof, the Seller shall be entitled to bill/ask contractual fine amounting to 100% of the purchase price of untaken natural gas after the Seller's withdrawal from the Agreement and the Buyer shall be committed to pay this contractual fine. The quantity of untaken natural gas shall represent the difference between the Contractual Quantity and quantity of natural gas supplied by the Seller and taken over by the Buyer until the effective date of withdrawal from the Agreement. The contractual fine shall be calculated by multiplying the unit purchase price stipulated in Article 2.1 of this Agreement and the quantity of untaken natural gas. The contractual fine shall be payable within three (3) days from the date of issuance of invoice (statement of contractual fine / demand for payment). Articles 4.2 - 4.6 hereof shall be applied accordingly. The payment of contractual fine does not affect the Seller's right to full compensation for incurred damage in the whole extent.

VI.

Liability for Damage

- 6.1** The Parties agree not to hold the Seller responsible for loss of profit of the Buyer and/or for any indirect loss or damage caused as a consequence of this Agreement or in connection herewith.
- 6.2** 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.
- 7.3** Force majeure events shall be deemed in particular, but not exclusively, shutdowns of the Distribution System or Transmission System, 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 negotiations 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.

IX.

Communications between the Parties

The Parties have appointed the contact persons below:

9.1 Contact persons for the Seller:

- a) For trading purposes:
- | | |
|----------------------------------|---------------------------------|
| Petra Bocmanová | Andrej Kočibal |
| Tel: +421 2 4024 2661 | Tel: +421 2 4024 2529 |
| M: +421 907 738 675 | M: +421 917 926 683 |
| e-mail: petra.bocmanova@nafta.sk | e-mail: andrej.kocibal@nafta.sk |
- Zuzana Pešková
- Tel: +421 2 4024 2605
- M: +421 917 846 728
- e-mail: zuzana.peskova@nafta.sk
- b) For dispatching and billing/invoicing purposes:
- | | |
|--------------------------------|---|
| Peter Boychev | Commercial Dispatching |
| Tel: +421 2 4024 2561 | M: +421 917 658 044 |
| +421 34 697 4511 | |
| Fax: +421 2 4024 2517 | Fax: +421 34 697 4667 |
| e-mail: peter.boychev@nafta.sk | e-mail: commercial.dispatching@nafta.sk |

9.2 Contact persons for the Buyer:

- a) For trading purposes:
[MISSING DATA TO BE ADDED]
- b) For dispatching purposes:
[MISSING DATA TO BE ADDED]
- c) For billing/invoicing purposes:
[MISSING DATA TO BE ADDED]

X.

Other Representations and Warranties

- 10.1** Each Party undertakes, at the request of the other Party and without consideration, to sign, confirm, serve and deliver all other certificates, approvals and other documents, and to take such other actions that may be reasonably required to carry out the transactions and operations contemplated herein.
- 10.2** The Seller represents that the natural gas, which is the subject-matter of this Agreement,

either originates in the Slovak Republic or has been released for free circulation in the European Union's internal market.

- 10.3** 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 Regulation (EU) No. 1227/2011 on wholesale energy market integrity and transparency (hereinafter referred to as “REMIT”). The Parties hereby agree to cooperate in order to fulfill any obligations that may arise from the REMIT and related legislation.
- 10.4** The Buyer is obliged to deliver the original of the Bank Guarantee issued by [MISSING DATA TO BE ADDED] until [MISSING DATA TO BE ADDED]. The Bank Guarantee shall explicitly state that:
- a) it is valid and effective from 1 October 2024 until 28 February 2025 in the amount of [MISSING DATA TO BE ADDED] EUR;
 - b) the Seller is entitled to exercise Bank Guarantee if the Buyer shall not fulfil his payments obligations;
 - c) it is payable by [MISSING DATA TO BE ADDED] upon first demand for payment sent by the Seller within 5 calendar days.

XI.

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 notifications 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. Notifications shall be considered as delivered to the address of the relevant Party, on the day of delivery of a notification, if delivered by courier service or on the day when the delivery of a notification is not successful due to reasons on the side of an addressee or if a notification is sent by post as registered letter, then it shall be considered as delivered on the day of receipt of the notification by the relevant Party, or on the third day following the day after sending the notification, according to which circumstance occurs first.

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; and
- c) other circumstances significant for the Complaint.

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.

Interruption of Supply and Withdrawal from the Agreement

16.1 In the event of a substantial breach of the Agreement by the Buyer and/or a substantial breach any agreement concluded between the Buyer as a customer and the Seller as a storage system operator (hereinafter referred to as the “**Storage Agreement**”) the Seller has the right to interrupt supply of natural gas according to the Agreement and/or withdraw from the Agreement. Such interruption shall not be deemed as a Seller’s breach of 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 two (2) days following its due date and/or if the Buyer fails to nominate and/or take over the natural gas within the relevant Monthly Contractual Quantity for any Gas Month of the Contractual Period. A substantial breach of the Storage Agreement shall mean in particular, without limitation, if the Buyer as a customer has not made a payment of any amount under the Storage Agreement and/or has not kept the compulsory flows agreed in the Storage Agreement and/or has not sold natural gas back to the Seller as has been agreed in Purchase Agreement – annex to the Storage Agreement (Inverse Storage).
- 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 the legislation of [MISSING DATA TO BE ADDED] and for the purposes of the Agreement and VAT purposes the Buyer acts as [MISSING DATA TO BE ADDED] VAT payer with seat or fixed establishment in [MISSING DATA TO BE ADDED] upon [MISSING DATA TO BE ADDED] VAT number. Copy of such Buyer’s VAT registration certificate is attached to this Agreement as Annex No. 5. Further, the Buyer declares that the Buyer does not have fixed establishment for VAT purposes in Slovakia.
- 17.3** Should the Buyer’s Slovak registration on excise tax on natural gas and/or Buyer’s [MISSING DATA TO BE ADDED] VAT registration become invalid or be cancelled or be changed and/or if the fixed establishment of Buyer for VAT purposes is formed in Slovakia, 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 and/or existence (formation) of fixed establishment.
- 17.4** The Buyer declares that the Buyer does not have a seat, place of business and fixed establishment for VAT purposes in Slovakia. If the seat, place of business and/or fixed establishment of the Buyer for VAT purposes is formed in Slovakia, the Buyer shall be obliged to notify the Seller thereof immediately; however, at the latest within 2 calendar days of existence (formation) of seat, place of business and/or fixed establishment.
- 17.5** 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.

- 17.6** Headings of individual articles in this Agreement are only indicative and shall have no impact in any way on the interpretation hereof.
- 17.7** 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 or the contact persons shown in Article IX. hereof or e-mail addresses for the purposes of delivery of invoices stipulated in this Agreement, a notice in writing of such change, delivered to the other Party, shall suffice.
- 17.8** The Agreement shall come into force and enter into effect on the date of its signature by both Parties.
- 17.9** The following Annexes represent integral parts of this Agreement:
- Annex 1** – Definitions
 - Annex 2** – Delivery and Acceptance Protocol - Template
 - Annex 3** – Certificate on Slovak registration of the Buyer for the payer of excise tax on natural gas
 - Annex 4** – VAT registration certificate of the Buyer
- 17.10** The Parties sign this Agreement by DocuSign eSignature and this method of signature shall be as conclusive of their intention to be bound by this Agreement as if signed by manuscript signature.

Executed in Bratislava, on
On behalf of NAFTA a.s.

Executed in/on to be added
[MISSING DATA TO BE ADDED]

.....
Martin Bartošovič, General Director
based on the Power of Attorney

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

.....
Ladislav Goryl, UGSD Director
based on the Power of Attorney

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 is obliged to send to the Seller 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 “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.
- 1.9 “Storage Account” means a Storage Account as defined in the Technical Conditions.
- 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.
- 1.12 “Facilities operated by the Seller” means the facilities operated by the Seller through which the natural gas shall be supplied to the Buyer.

Annex No.2 – Delivery and Acceptance Protocol - Template

Monthly protocol on gas delivery according to the Natural Gas Supply Agreement No. [MISSING DATA TO BE INSERTED]

*For
Month xx/2024*

Period from Gas Day: xx.xx.2024 till Gas Day: xx.xx.2024

<i>Gas Volume</i>		<i>MWh</i>
<i>Unit Gas Price</i>		<i>EUR/MWh</i>
<i>Total Price</i>		<i>EUR</i>

Date.....

Date.....

.....

NAFTA a.s.

.....

[MISSING DATA TO BE INSERTED]

**Daily schedule of the gas supply according to the Natural Gas Supply Agreement no. [MISSING DATA TO BE INSERTED]
xx.2024**

Gas Day	Daily gas volume in MWh				
	shipper pair No.1	shipper pair No.2	shipper pair No.3	shipper pair No.4	shipper pair No.5
1	0,000	0,000	0,000	0,000	0,000
2	0,000	0,000	0,000	0,000	0,000
3	0,000	0,000	0,000	0,000	0,000
4	0,000	0,000	0,000	0,000	0,000
5	0,000	0,000	0,000	0,000	0,000
6	0,000	0,000	0,000	0,000	0,000
7	0,000	0,000	0,000	0,000	0,000
8	0,000	0,000	0,000	0,000	0,000
9	0,000	0,000	0,000	0,000	0,000
10	0,000	0,000	0,000	0,000	0,000
11	0,000	0,000	0,000	0,000	0,000
12	0,000	0,000	0,000	0,000	0,000
13	0,000	0,000	0,000	0,000	0,000
14	0,000	0,000	0,000	0,000	0,000
15	0,000	0,000	0,000	0,000	0,000
16	0,000	0,000	0,000	0,000	0,000
17	0,000	0,000	0,000	0,000	0,000
18	0,000	0,000	0,000	0,000	0,000
19	0,000	0,000	0,000	0,000	0,000
20	0,000	0,000	0,000	0,000	0,000
21	0,000	0,000	0,000	0,000	0,000
22	0,000	0,000	0,000	0,000	0,000
23	0,000	0,000	0,000	0,000	0,000
24	0,000	0,000	0,000	0,000	0,000
25	0,000	0,000	0,000	0,000	0,000
26	0,000	0,000	0,000	0,000	0,000
27	0,000	0,000	0,000	0,000	0,000
28	0,000	0,000	0,000	0,000	0,000
29	0,000	0,000	0,000	0,000	0,000
30	0,000	0,000	0,000	0,000	0,000
31	0,000	0,000	0,000	0,000	0,000
TOTAL	0,000	0,000	0,000	0,000	0,000

Processed by: Peter Boychev, date: xx.xx.2024

Annex 3 – Certificate on Slovak registration of the Buyer for the payer of excise tax on natural gas

Annex 4 – VAT registration certificate of the Buyer