



BUSINESS CONDITIONS

FOR

**ACCESS AND UTILIZATION OF THE UPSTREAM PIPELINE NETWORK OF
THE COMPANY NAFTA a. s.**

NAFTA a.s.

Votrubova 1, 821 09 Bratislava, Slovak Republic
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1 INTRODUCTORY PROVISIONS

1.1 Reasons for elaboration and the goals of the Business Conditions

1.1.1 The Company NAFTA a.s., Votrubova 1, 821 09 Bratislava, Company identification No.: 36286192, registered in the Commercial Register of District Court of Bratislava I, Section: Sa, File No.: 4837/B, in position of the operator of the upstream pipeline network ("**UPN Operator**") prepared this document setting forth the business conditions for access and utilization of the upstream pipeline network ("**Business Conditions**"), due to the following:

- (a) The UPN Operator is obliged to publish Business Conditions for access and utilization of the Upstream Pipeline Network (defined below) pursuant to § 15 par. 12 and § 48 par. 2 subpar. (h) of the Act No. 251/2012 Coll. on Energy and Amending Some Other Act ("**Energy Act**");
- (b) The UPN Operator intends to ensure an agreed, transparent and non-discriminatory access to the Upstream Pipeline Network for the all gas market participants taking into consideration the reliable, safe and effective utilization of the Upstream Pipeline Network as well as considering the Gas Production Plan and the Upstream Pipeline Network Development Plan.

1.1.2 The provisions of these Business Conditions shall be binding on the UPN Operator, gas market participants and other persons.

1.2 Definitions of Terms

Unless the Business Conditions stipulate otherwise, the terms starting with the capital letter has the following meaning:

- 1.2.1 **"Gas Distribution "** means the transfer through the Distribution System;
- 1.2.2 **"Distribution System"** or **"DSS"** means the gas distribution facility in a part of the delineated territory;
- 1.2.3 **"Internet Site"** means the UPN Operator's Internet Site;
- 1.2.4 **"Capacity of UPN"** means the biggest amount of gas that can be transferred through the Upstream Pipeline Network for a time unit;
- 1.2.5 **"Commercial Code"** means Act No. 513/1991 Coll., the Commercial Code, as amended;
- 1.2.6 **"Civil Code"** means Act No. 40/1964 Coll., the Civil Code, as amended;
- 1.2.7 **"Place of Take off"** means a place of gas take off, that is equipped with the designated metering device;
- 1.2.8 **"UPN Utilisation Plan "** means a plan for utilization of the allocated capacity of UPN in form and content of Annex No. 2;
- 1.2.9 **"Gas Day"** means a time period lasting twenty four (24) hours continuously starting from 06:00 hours (6 AM) of Central-European time of the respective calendar day;
- 1.2.10 **"Gas Month"** is a time period starting from 06:00 hour (6 AM) of the first calendar day of the respective calendar month and ending on 06:00 hour (6 AM) of the first calendar day of the subsequent calendar month;
- 1.2.11 **"Business Day"** means a day which not exclude Saturday, Sunday, official public holiday or day of working rest;
- 1.2.12 **"Gas Transmission"** means transport of gas through the Transmission System;
- 1.2.13 **"Transmission System"** or **"TS"** means a system of compressor stations and a system of high-pressure gas-pipelines that mutually interconnected, with exception of the Upstream Pipeline Network;
- 1.2.14 **"DSS Operator"** means the gas enterprise authorised to perform Gas Distribution pursuant to the Energy Act;
- 1.2.15 **"TSS Operator"** means the gas enterprise authorised to perform Gas Transmission pursuant to the Energy Act;
- 1.2.16 **"Allocated Capacity of UPN"** means an amount of gas transported through the Upstream Pipeline Network based on the Contract on Access and Utilization of the Upstream Pipeline Network ;
- 1.2.17 **"Access and Utilization of the Upstream Pipeline Network"** means an allocation of the Free Part of the Upstream Pipeline Network pursuant to these

Business Conditions and the Contract on Access and Utilization of the Upstream Pipeline Network;

- 1.2.18 **"Upstream Pipeline Network"** or **"UPN"** means the network of gas pipelines intended for transport of produced gas from the place of gas production to the place of gas processing or to the place of gas delivery to the Transfer System or the Distribution System and can be provided to other entity/person to access and utilization of the Upstream Pipeline Network in form of the Free Part of the Upstream Pipeline Network;
- 1.2.19 **"UPN User"** means an legal entity or natural person which has concluded the Contract on Access and Utilization of the Upstream Pipeline Network with the UPN Operator;
- 1.2.20 **"Free Part of UPN"** means such a part of the Upstream Pipeline Network that is not the subject of a Contract on Access and Utilization of the Upstream Pipeline Network or that the UPN Operator has not been using for gas production and gas transport to the place of processing or entering gas to the Transmission System or the Distribution System;
- 1.2.21 **"Input Point of UPN"** means a place of the Upstream Pipeline Network in which the UPN User delivers gas determined for transport through the UPN and which is characterised mainly through the localization and the Capacity of the Upstream Pipeline Network;
- 1.2.22 **"Output Point of UPN"** means a place of the Upstream Pipeline Network where transport of gas through the Upstream Pipeline Network ends and where gas is delivered to the UPN User of the Upstream Pipeline Network;
- 1.2.23 **"Contract on Access and Utilization of the Upstream Pipeline Network"** means an agreement in writing between the UPN Operator and the UPN User on access and utilization of the Upstream Pipeline Network and the rights and the obligations related to it;
- 1.2.24 "Application for Allocation of Capacity of UPN" or "Application"** means a submission through that it is asked for allocation of the Free Part of UPN.

1.3 Interpretation of these Business Conditions

- 1.3.1 Any reference to singular shall include also plural and vice versa. Any reference to these Business Conditions shall include also the Annexes to the Business Conditions. Where any discrepancies occur between the Annexes to the Business Conditions and the Business Conditions, the Business Conditions shall be decisive.
- 1.3.2 Any reference to a third person shall include any natural person, legal entity, association or commercial company.
- 1.3.3 Articles of these Business Conditions shall relate to one-digit numbers corresponding to headings (e.g., "2 Service provided by the UPN Operator"). Points of these Business Conditions shall relate to two-digit or three-digit number corresponding to sub-headings (e.g., "1.3 Interpretation of these Business Conditions ", or "1.4.1 Rights of the UPN User").

1.4 Rights and Obligations of the UPN User

1.4.1 The Rights of the UPN User

Pursuant to these Business Conditions the UPN User has, in particular, the following rights for:

- (a) Information about the Free Part UPN;
- (b) Asking the UPN Operator not to publish on the Internet Site any information concerning to the total utilization of the Allocated Capacity of UPN by the UPN Operator, if such publishing could harm the interests of the UPN User;
- (c) Non-discrimination treatment and an agreed, transparent and non-discrimination access to service provided by the UPN Operator in terms of these Business Conditions;
- (d) Providing of the Free Part of UPN in accordance to the Contract on Access and Utilization of UPN.

Any information pursuant to this point 1.4.1(a) shall be deemed as received by the UPN User in the case of its publishing by the UPN Operator on the Internet Site.

1.4.2 The Obligations of the UPN User

Pursuant to these Business Conditions the UPN User shall be obliged, especially, to the following:

- (a) To Use UPN in accordance to these Business Conditions and the the Contract on Access and Utilization of the Upstream Pipeline Network;
- (b) In case of using its Allocated Capacity of UPN, to submit to the UPN Operator and to update the Plan of Utilization of UPN;
- (c) To observe the Plan of Utilization of UPN pursuant to Article 6;
- (d) To pay the agreed price for the service provided by the UPN Operator according to the Contract on Access and Utilization of the Upstream Pipeline Network;
- (e) To provide the UPN Operator with any information which are necessary for the meeting of the obligations of the UPN Operator, arising from the relevant regulations, these Business Conditions or the Contract on Access and Utilization of the Upstream Pipeline Network;
- (f) To ensure non-stop commercial contact with the UPN Operator (through the dispatching or otherwise) during the entire period of UPN utilization by the UPN User pursuant to Article 8;
- (g) To maintain and have respect to economically effective utilization of the UPN during the execution of the rights and performance of the obligations arising from the Contract on Access and Utilization of the Upstream Pipeline Network;
- (h) To provide the technological means (IT) required for communication with the UPN Operator pursuant to Article 8;

- (i) To utilise the UPN pursuant to the Contract on Access and Utilization of the Upstream Pipeline Network;
- (j) To enable the TSS Operator, or the DSS Operator or the UPN Operator to install the designated metering device and access to carry out check of its functionality and status of transported amount of the gas;
- (k) To provide the TS Operator, or the DS Operator or the UPN Operator with any information about the utilising UPN, required for ensuring operability of TS, or DS, or UPN to ensure the gas production.

1.5 The Rights and the Obligations of the UPN Operator

1.5.1 The Rights of the UPN Operator

Pursuant to these Business Conditions, the UPN Operator has, in particular, the right:

- (a) To refuse any Application for Access to the UPN, if:
 - (i.) It is in conflict to these Business Conditions;
 - (ii.) There is no Free Part of UPN;
 - (iii.) There is no available capacity of technological equipment linked to the UPN, or the Technical Conditions of UPN do not comply to it (as stipulated, in particular, in Article 8) pursuant to § 48 par. 1 subpar. (c) of the Energy Act;
 - (iv.) UPN Operator does not provide and offer a service requested by the gas market participant;
 - (v.) The given application is not filled in correctly and readable way, or if it does not contain the required information, or any of the annexes ;
 - (vi.) Access to UPN would prevent to meet the obligations in the general economic interest;
 - (vii.) Transit of gas is from a state who does not apply the principle of equal treatment of the all gas market participants ;
 - (viii.) The gas market participant does not deliver the Application to the UPN Operator at latest three (3) months before the beginning of the required utilization of UPN;
- (b) The right to limit, or to interrupt the utilization of UPN to the inevitable extent and for the inevitable time pursuant to terms and conditions agreed in the Contract on Access and Utilization of the Upstream Pipeline Network.

1.5.2 The Obligations of the UPN Operator

Pursuant to these Business Conditions, the UPN Operator shall be obliged, in particular, to do the following:

- (a) To enable the gas enterprise or the authorised gas user access to UPN based on the Application and the Contract on Access and Utilization the Upstream Pipeline Network, except this part of UPN that is used for gas

production and gas transit to the place of processing or entry of gas into TS or DS pursuant to § 48 par. 2 subpar. (d) of the Energy Act;

- (b) To publish on the Internet Site the following:
 - (i.) These Business Conditions;
 - (ii.) Information about the Free Part of UPN;
 - (iii.) Starting term and the deadline for submitting Applications, if the UPN Operator offers service based on these Business Conditions, while the first day begins at 12:00 hours and the last day ends at 12:00 hours (12 AM) ("**Application Period**");
 - (iv.) Deadline for conclusion of the Contract on Access and Utilization of the Upstream Pipeline Network, if the UPN Operator offers service based on these Business Conditions, while such final day ends at 12:00 hours (12 AM) ("**Deadline**");
 - (v.) Amount of the First Guarantee in accordance with point 10.1, if the UPN Operator offers services based on these Business Conditions;
 - (vi.) List of selected banks for the purposes of issuing guarantees, if the UPN Operator offers services based on these Business Conditions;
 - (vii.) Amount of lump-sum fee of the UPN User for interconnection to UPN in terms of point 9.2(a);
- (c) To maintain the duty of silent in terms of point 13.5.

2 SERVICE PROVIDED BY THE UPN OPERATOR

2.1 Service Provided

- 2.1.1 The UPN Operator provides Free Part of UPN pursuant to these Business Conditions and pursuant to the Contract on Access and Utilization of the Upstream Pipeline Network.
- 2.1.2 The Contract on Access and Utilization of the Upstream Pipeline Network, as a rule, is concluded for twelve (12) subsequent months as of the first day of a month, with the Allocated Capacity of UPN. This provision does not affect the right of the UPN Operator and the applicant to conclude the Contract on Access and Utilization of the Upstream Pipeline Network for a longer or a shorter time period.
- 2.1.3 Through the Contract on Access and Utilization of the Upstream Pipeline Network, the UPN Operator undertakes for repayment to provide Free Part of UPN exclusively for gas transport through UPN during the entire contractual period till the level of the agreed Allocated Capacity of PS.
- 2.1.4 The Contract on Access and Utilization of the Upstream Pipeline Network is concluded with the applicant for service of utilization of UPN, who asks through the Application which contents is defined in point 3.1 and who meets all requirements in accordance to these Business Conditions and the regulations of the Slovak Republic.

- 2.1.5 Any existing concluded Contract on Access and Utilization of the Upstream Pipeline Network may not be affected by a new contractual relationships; in the case of need of the UPN Operator to utilise the contractually encumbered part of the Upstream Pipeline Network, the UPN Operator has the right to amend or to withdraw from the contractual relationship pursuant to the terms and conditions agreed in the Contract on Access and Utilization of the Upstream Pipeline Network.
- 2.1.6 The UPN Operator provides its services to the gas market participants considering the terms and conditions given in these Business Conditions, economic effectiveness, reliability and security of operating of UPN and the Gas Production Plan and the UPN Development Plan.
- 2.1.7 The UPN Operator offers only service pursuant to point 2.1.1, that can be offered and provided by the UPN Operator with regards to the technical parameters of UPN and the obligations of the UPN Operator related with the existing Contracts on Access and Utilization of the Upstream Pipeline Network.
- 2.1.8 Service provided by the UPN Operator pursuant to the Business Conditions shall be performed based on the Contract on Access and Utilization of the Upstream Pipeline Network.

2.2 Free Part of the Upstream Pipeline Network

- 2.2.1 The UPN Operator provides the Free Part of UPN with the in advance determined technical parameters of its individual components in terms of Article 8 based on the Contract on Access and Utilization of the Upstream Pipeline Network.
- 2.2.2 The applicant may ask in the Application for allocation only such Free Part of UPN that is in accordance with the in advance determined technical parameters of network's individual components in terms of Article 8 for providing Free Part of UPN.
- 2.2.3 Free Part of UPN for the subsequent basic contractual term is published prior to the beginning of access to UPN, but at latest by 31 October of the proceeding calendar year on the Internet Site.
- 2.2.4 The UPN Operator evaluates the Applications for Allocation of Capacity of UPN in terms of these Business Conditions.
- 2.2.5 The UPN Operator provides Allocated Capacity of UPN for consideration agreed in the Contract on Access and Utilization of the Upstream Pipeline Network.

3 SUBMISSION AND EVALUATION OF APPLICATIONS

3.1 Contents of the Application

The Application shall contain, in particular, the following:

- (a) In the case of natural person: full name, permanent address and date of birth;
- (b) In the case of legal entity: business name, seat, company identification number and its registration;

- (c) Data about the required Free Part of UPN;
- (d) Data about the date of starting of access and utilization of UPN and termination thereof;
- (e) Data about the purpose of access and utilization of UPN contemplated by the UPN User;
- (f) Data about the required quality of gas in accordance with the Technical Conditions of UPN in terms of Article 8;
- (g) Data about the maximum volume of gas transported in the Upstream Pipeline Network.

3.2 Time and Manner of Submission of the Application

- 3.2.1 The Application for allocation a capacity of UPN represents the binding proposal of the applicant to enter into a Contract on Access and Utilization of the Upstream Pipeline Network, providing that the main subject of such agreement takes into consideration the data contained in the submitted Application.
- 3.2.2 The applicant shall submit the Application to the UPN Operator. Both, the Application and their enclosures (e.g. statements) must be filled in properly and readable and signed by authorised representatives of the applicant.
- 3.2.3 The applicant is entitled to file the Application only during the Application Period, i.e. in a time when the Application must be provable delivered prior to starting of access to the UPN.
- 3.2.4 Any informations about the offered services are published on the Internet Site during the Application Period.
- 3.2.5 The Application shall be provable delivered at latest by 12:00 hours (12 AM) of a day declared as Deadline of the Application Period. At first, the applicant sends outthe Application via facsimile transmission to the fax number/numbers given on the Internet Site. In this case the applicant sends out the other annexes to the Application in accordance with point 3.2.11.
- 3.2.6 The applicant is obliged to deliver the Application(s) at latest within 3 (three) months prior to the beginning of the required access to the Upstream Pipeline Network.
- 3.2.7 In the case of successful fax transmission of the Application (without annexes), the UPN Operator confirms receipt of the Application through its fax at latest by 12:00 hours (12 AM) of the following Business Day. The UPN Operator sends out such return receipts to the fax number specified in the Application. The Applications sent via fax are deemed as delivered in a time, when the fax transmission of the Application is confirmed by the fax machine of the UPN Operator.
- 3.2.8 Besides the fax transmission the applicant is entitled to send the Application via mail, or through the physical delivery, with all its annexes required under these Business Conditions to the Registry Office of the UPN Operator. However, in such case the date and time of receipt of the Application by the UPN Operator is deemed as such a date and time as given by the Registry Office of the UPN Operator working in its seat at the time of receiving of such sent Application.

- 3.2.9 In the case of delivery via mail, the UPN Operator shall not take responsibility for delayed delivery to its Registry Office.
- 3.2.10 In the case where the applicant has sent the Application through facsimile the applicant shall be obliged to deliver an original of the Application together with all the annexes required based on these Business Conditions within three (3) Business Days since the sending out of facsimile. While the applicant does not deliver an original of the Application within three (3) Business Days since the sending out of facsimile, the UPN Operator will not consider this Application, or evaluate it.
- 3.2.11 The applicant can submit within the Application Period also other Applications. If only some of submitted Application(s) conform(s) with the criteria required in these Business Conditions, the UPN Operator will evaluate only such Application/Applications.
- 3.2.12 The Application shall be submitted together with the all annexes pursuant to these Business Conditions.

3.3 Annexes to the Application

- 3.3.1 The applicant shall enclose to the Application the following:
- (a) In the case of natural person: certified copy of Trade Licence;
 - (b) In the case of legal entity: original or notarised copy of an extract from the Commercial Register not older than thirty (30) days prior to the submission of the Application. In the case of foreign applicants, an equivalent of a Companies' Register is required showing the bodies/persons authorised to act on behalf of the applicant;
 - (c) Original or notarised copy of a licence for business in the energy industry;
 - (d) Documents confirmed by the authorised representatives of the operators of linked systems providing that such operators will ensure to the applicant the following Transmission of Gas or Distribution of Gas ;
 - (e) Statement on it for which purpose the applicant is asking for allocating of Free Part of UPN;
 - (f) Statement on consent and accession to the Business Conditions in form and contents as specified in Annex No. 1 hereto;
 - (g) Plan of Utilization of UPN in the form of independent prognosis of time and quantity dependence for the actual year in form and contents as specified in Annex No. 2 hereto;
 - (h) Original of a power of attorney document issued for the person/persons appointed by the applicant to communicate with the UPN Operator, including their names, surnames, positions, phones, fax numbers, email address on which such person(s) can be contacted;
 - (i) Original of the First Guarantee issued in favour of the UPN Operator, the conditions thereof are set out in point 10.1;
 - (j) Statement on it that the Application submitted by the applicant shall be binding and irrevocable and it shall not be recalled or amended up to the

elapsing of twenty (20) days, i.e., by the time of a decision on allocation with it that it is possible to rescind the allocated Free Part of UPN under the condition of compensation of damage;

- (k) Document proving the following:
 - (i.) The applicant has not been in winding up via liquidation;
 - (ii.) No bankruptcy proceedings have been declared on the property/asset of the applicant;
 - (iii.) No bankruptcy proceedings, nor composition proceedings have been commenced on the property/asset of the applicant;
 - (iv.) Petition for declaring bankruptcy was not refused due to lack of property (of the applicant);
 - (v.) Applicant has not any tax arrears;
 - (vi.) Applicant has not any unpaid liabilities towards the UPN Operator.

3.3.2 Where there are any doubts on the part of the UPN Operator about the veracity or completeness of the information and the documents submitted by the applicant pursuant to this point 3.3.1, then the UPN Operator is entitled to request from the applicant supplementing to or providing other information and documents and the applicant is obliged to submit those to the UPN Operator within the time period set by the UPN Operator.

3.3.3 Any documents enclosed to the Application shall be executed in the Slovak language.

3.4 Procedure for Evaluation of Applications

3.4.1 The UPN Operator makes a sorted list of the Applications within five (5) Business Days after elapsing of the Application Period. The UPN Operator prepares this list of Applications pursuant to priorities in terms of points 3.5.1(b) and (c) and subsequent pursuant to chronological order in that they were received by the UPN Operator via fax, mail or physical delivery in terms of point 3.2, pursuant to this which circumstance occurs sooner.

3.4.2 After receiving the Applications pursuant to previous point, the UPN Operator shall exclude those Applications that do not comply with all terms pursuant to these Business Conditions. The UPN Operator shall inform of this fact the applicants, whose Applications do not comply with all terms pursuant to preceding sentence within seven (7) Business Days since the elapsing of the Application Period. The UPN Operator shall not process or evaluate such Application further.

3.4.3 The UPN Operator shall call the applicants who have met the conditions pursuant to points 3.1 to 3.3 via fax within seven (7) Business Days since the elapsing of the Application Period to submit a price bid for the agreed price for the service provided in terms of point 9.2(b) within 3 (three) Business Days since the receipt of a call for submitting a price bid. After receiving such price bids, the UPN Operator shall make a sorted list of the Applications pursuant to the priorities in terms of point 3.5.

- 3.4.4 UPN Operator shall advise the applicant for Allocation of Free Part of UPN by fax and following also by post at latest twenty (20) calendar days since the elapsing of the Application Period. The UPN Operator conclude the Contract on Access and Utilization of the Upstream Pipeline Network with the applicant within twenty (20) days since the receipt of a notification on the allocation of Free Part of UPN in accordance with these Business Conditions. In the case of delivery of such notification by fax, such notification is deemed as delivered in a time when the fax transmission sent by the UPN Operator to the UPN User is confirmed by the fax machine of the UPN Operator.
- 3.4.5 While after the allocation of Free Part of UPN and concluding the Contract on Access and Utilization of the Upstream Pipeline Network with the selected applicant a part in the Upstream Pipeline Network remains as free, another Application in order shall considered pursuant to these Business Conditions.
- 3.4.6 Where the UPN Operator and the applicant fail to conclude a Contract on Access and Utilization of the UPN within the time period pursuant to point 3.4.4, then the UPN Operator will evaluate the next Application in order pursuant to the Business Conditions.

3.5 Priorities Levels

- 3.5.1 In the case of a lack of Free Part of UPN, when the Applications exceed the capacity of the Upstream Pipeline Network, the UPN Operator evaluates the Applications subsequently in the following order and pursuant to following priorities:
- (a) 1st priority: Application with the highest price bid;
 - (b) 2nd priority: Application with the nature of public service (public interest);
 - (c) 3rd priority: Other Applications.
- 3.5.2 Where the UPN Operator receives the Applications with the equal level of priority, then the UPN Operator will evaluate these Applications pursuant to order in which they have been delivered.

3.6 Information on Processing of Applications

- 3.6.1 The UPN Operator sends information about the evaluation of Applications only to such applicants, who have submitted the Application complying with the all terms pursuant to these Business Conditions. The UPN Operator delivers such information to the applicant's address given in the Application as applicant address for delivering mail.
- 3.6.2 After the allocation of Free Part of UPN and the conclusion of Contract on Access and Utilization of the Upstream Pipeline Network, the UPN Operator publishes this information in form of a news concerning arrangement of data related to the Free Part of UPN on the Internet Site.

4 COMMUNICATION

- 4.1 Unless these Business Conditions stipulate otherwise, the UPN Operator and the UPN User communicate each other in relation to the matters concerning to the

performance of the Contract on Access and Utilization of the Upstream Pipeline Network through the appointed persons determined in the Contract on Access and Utilization of the Upstream Pipeline Network, in person, by post, fax or through e-mail.

- 4.2 The UPN Operator and the UPN Users sent all written correspondence in terms of these Business Conditions to the address of seat of the other party, or to the address set forth in the Contract on Access and Utilization of the Upstream Pipeline Network. The UPN Operator and UPN Users accept written correspondence only during the Business Days within their working hours.
- 4.3 The UPN Users has the obligation to notify the UPN Operator any changes in the contact data without undue delay in terms of the Technical Conditions of UPN as set in point 8.1.14.

5 PLAN OF UTILIZATION OF THE UPSTREAM PIPELINE NETWORK

- 5.1 Every UPN User is obligated in submitting the Application to submit the Plan of Utilization of UPN for the entire period for which it requests the allocation of services in terms of the Application. The Plan submitted pursuant to the preceding sentence must be in form of a month diagram with the independent prognosis of the time and quantity dependence for the actual year.
- 5.2 The Plan of Utilization of UPN in terms of point 5.1 shall be submitted in signing the Contract on Access and Utilization of the Upstream Pipeline Network.
- 5.3 The UPN Operator shall check out the submitted Plan of Utilization of UPN without undue delay. The UPN Operator is entitled to raise objections, or to refuse the submitted proposal, if the submitted Plan of Utilization of UPN could have had, pursuant to meaning of the UPN Operator, a negative impact on the Gas Production Plan of the UPN Operator or the Development Plan of UPN.
- 5.4 The UPN Operator has the right to adequately arrange the Plan of Utilization of UPN in a case, where the technical or the contractual limitations do not enable to perform it. Such arrangements of the Plan of Utilization of UPN shall be binding for the UPN User.
- 5.5 Where the UPN User does not utilise the Allocated Capacity of UPN pursuant to the Plan of Utilization of UPN, the Contract on Access and Utilization of the Upstream Pipeline Network or these Business Conditions longer than three (3) subsequent Gas Months, then the UPN Operator has the right for a contractual penalty totalling to the month payment for the service in terms of the Contract on Access and Utilization of the Upstream Pipeline Network. This contractual penalty can be claimed by the UPN Operator repeatedly. Through this, is not prejudiced the right of the UPN Operator to withdraw from the Contract on Access and Utilization of the Upstream Pipeline Network.

6 DEVELOPMENT, OPERATION AND MAINTENANCE OF THE UPSTREAM PIPELINE NETWORK

- 6.1 The UPN Operator may restrict in relation to the performance of scheduled reconstruction, upgrades, repairs, maintenance, inspections or interrupt the

operations of UPN to the inevitable extent and for the inevitable time period. The UPN Operator shall notify about the planned restrictions and interruptions with the sufficient advance its contracting partners pursuant to terms and conditions agreed in the Contract on Access and Utilization the Upstream Pipeline Network.

- 6.2 The UPN Operator and the contracting UPN Users shall notify each other of any circumstance that pursuant to their well-founded opinion could:
- (a) Threaten the operational integrity of the UPN system, linked networks and equipment of the UPN Users or any other interconnecting equipment;
 - (b) Affect the abilities of the UPN Operator to provide the agreed service; or
 - (c) Affect the abilities of the UPN User to supply or to take off the gas at the Places of Take off.

7 SHUT- DOWNS PERIODS OF THE UPSTREAM PIPELINE NETWORK

7.1 The right of the UPN Operator to put out of the operations

7.1.1 The UPN Operator can limit or restrict the operations of the Upstream Pipeline Network to the inevitable extent and for the inevitable time period, without any claim of the UPN User for compensation of damage, excluding the cases when that damage has been due to the UPN Operator, only in the following cases and circumstances:

- (a) Immediate threat of life, health or property of persons and removal such conditions;
- (b) Case of emergency and prevention of such cases;
- (c) Breakdowns and emergencies on the equipment of UPN, related networks or equipments of contracting users of network or other related equipments;
- (d) Carrying out scheduled reconstruction, modernizations, repair, maintenance and inspections of gas equipments;
- (e) Non-observance of the terms and conditions set forth in the Contract on Access and Utilization of the Upstream Pipeline Network from the part of the UPN User, in particular non-payment of the price for utilization of UPN, or any part thereof, neither based on a call in writing delivered by the UPN Operator to the other party with the sufficient 15-day calendar day period to meet the obligations since the day of delivery of such call, in the case of breaching of the obligation to off-take the delivered gas from the Output Point of UPN, or breaching of the obligation to supply gas for transit to the Input Point of UPN;
- (f) Effect of circumstances excluding the responsibility pursuant to point 13.1.

7.1.2 In the case of restriction or interruption of utilization of UPN due to the reasons given in point 7.1.1(d), the UPN Operator shall be obliged to notify the concerned UPN User about the beginning, termination, limitation/restriction or interruption of utilization of UPN, 15 (fifteen) calendar days in advance; if the UPN Operator has agreed with the concerned UPN User, this time period can be shorter.

- 7.1.3 After the cease/elapse of the reasons due to which the utilization of UPN was restricted, limited or interrupted, the UPN Operator shall be obliged to renew utilization of UPN without undue delay.
- 7.1.4 Where any damage occurs due to the limitation, restriction or interruption of the utilization of UPN given in point 7.1.2, the concerned UPN User has the right to apply for compensation of damage and lost profit, but only if the UPN Operator has not met its notification duty pursuant to point 7.1.2.
- 7.1.5 The obligation of the UPN User to pay for the price for services provided pursuant to the Contract on Access and Utilization of the Upstream Pipeline Network over the shut-down period shall remain unconcerned and non-prejudiced.
- 7.1.6 Where the UPN User is directly responsible for the above cases of limitation/restriction or interruption of access to UPN, then the UPN User is obligated without undue delay to remove any reasons or interrupt activities leading to such cases based on a call from the part of the UPN Operator. Where the UPN User refuses to respond to the call pursuant to the preceding sentence, or where it is acting repeatedly so, either the aforementioned reasons occur due to the same UPN User, the UPN Operator shall be immediately entitled to interrupt the service related to access to UPN for that UPN User and unilaterally withdraw from the Contract on Access and Utilization of the Upstream Pipeline Network.
- 7.1.7 In the case of serious breaches of these Business Conditions or the Contract on Access and Utilization of the Upstream Pipeline Network, mainly in defaulting in payment conditions or the obligations in using the Allocated Capacity of UPN, the UPN Operator has the right to interrupt the contractually agreed conditions. In the case when the UPN User has not carried out within fifteen (15) calendar days after the delivery of a call for carrying out remedy, or where the same breaches occur repeatedly, the UPN Operator has the right to interrupt the utilization of UPN and unilaterally withdraw from the Contract on Access and Utilization of the Upstream Pipeline Network.
- 7.1.8 Any contracting party is entitled to withdraw from the Contract on Access and Utilization the Upstream Pipeline Network due to the following reasons:
- (a) Insolvency of one of the contracting parties;
 - (b) Declaration of bankruptcy and compensation proceedings on any of the contracting parties.
- 7.1.9 In the case of interruption or limitation of service arising from the Contract on Access and Utilization of the Upstream Pipeline Network, the service will immediately continue, if the reasons for its interruption or limitation cease.

8 TECHNICAL CONDITIONS OF THE UPSTREAM PIPELINE NETWORK

8.1 Technical Conditions for Access to the Upstream Pipeline Network

- 8.1.1 Gas transported through the Upstream Pipeline Network by the UPN User shall comply with the qualitative parameters , that it must comply with the following signs of quality:

- (a) Heat volume of gas:
 - (vii.) At 15 °C: minimum of 34,95 MJ/m³;
 - (b) Contents of separate components of gas:
 - (i.) Methane: minimum of 85 % by volume;
 - (ii.) Hydrogen (mono) sulphide: maximum of 5 mg/m³;
 - (iii.) Total amount of sulphur: maximum of 20,02 mg/m³;
 - (c) Dew point of water:
 - (i.) At pressure of 4 MPa: maximum of -7 °C;
 - (d) Indicative requirements:
 - (i.) Ethane and higher hydrocarbons: maximum of 5 % by volume;
 - (ii.) Inert gases: maximum of 7 % by volume;
 - (iii.) Oxygen: not.
- 8.1.2 The values given in points 8.1.1(a) to (b) are related to the volume (m³) of gas under the reference conditions, i.e., 0 °C; 101,325 kPa and relative humidity of gas $\varphi = 0$.
- 8.1.3 Gas transported in the UPN must be free of any mechanical and liquid dirt prior to the entry to the UPN.
- 8.1.4 In not observing the conditions for qualitative parameters for quality of gas set forth in point 8.1.1, the utilization of UPN must be interrupted immediately for the UPN User.
- 8.1.5 Utilization of the UPN can be renewed only after taking and meeting such measures pursuant to point 8.1.6, that guarantee to reach the required qualitative parameters for quality of gas pursuant to point 8.1.1.
- 8.1.6 In renewing the utilization of UPN it shall be ensured the measurement of qualitative parameters for quality of gas maximally within 6 (six) hours since the renewal of gas transport. Where the required qualitative parameters for quality of gas are not reached either after 6 (six) hours, transport of gas in the Upstream Pipeline Network shall be stopped and its following start is admissible only after the taking and meeting relevant measures. Gas during the settling process is transported through the UPN.
- 8.1.7 The signs of quality of gas transported through the UPN are determined on the agreed Places of Take off, which are equipped with metering devices for measuring quality of gas transported and which enable the gas sampling for the overall analysis of qualitative parameters for quality of gas pursuant to point 8.1.1.
- 8.1.8 Measuring of qualitative parameters for quality of gas, including overall analysis (i.e. chemical composition, density and relative density) of transported gas to UPN shall be provided by the UPN User to the extent and minimal frequency, this means:

- (a) Overall analysis of gas: once per month;
 - (b) Heat volume of gas: once per month;
 - (c) Contents of hydrogen (mono) sulphide: once per month;
 - (d) Dew point of water: twice per month.
- 8.1.9 The UPN User shall document value of the signs of quality of gas pursuant to point 8.1.8 to the UPN Operator through the certified attest. Attest shall be issued by the Lab of NAFTA a.s. and the UPN User shall certify it. Such certified attest shall be sent by the UPN User to the UPN Operator at latest within the 3rd (third) Business Day of the following calendar month. Where the UPN Operator fails to submit any attest, or where no measurement of values of the signs of quality of gas took place, then transport for the non-measured part of the given calendar month is considered as non-satisfactory and this is considered as unsatisfying the Technical Conditions of the UPN. In such case the contractual penalisation is applied towards the UPN User for not observing these Technical Conditions of the UPN.
- 8.1.10 The UPN Operator has the right to carry out any time a check of the signs of quality of transported gas in UPN on the Place of Take off.
- 8.1.11 Where there is any dispute in the issues of the signs of gas quality, the UPN Operator has the right to ask for measuring the signs of gas quality any independent laboratory agreed by the UPN User. Results of this measuring shall be binding for both contracting party. However, their retroactive validity is limited by the length of one (1) Gas Month.
- 8.1.12 Methods of determination of the signs of gas quality are the following:
- (a) Natural gas is sampled pursuant to STN ISO 6712. Reference samples are not maintained. The UPN Operator has the right to check sampling and gas analyses or to carry out them alone;
 - (b) Contents of separate samples of gas are determined chromatographically pursuant to ISO 6974;
 - (c) Calculation of heat volume, density and relative density is carried out pursuant to ISO 6976;
 - (d) Contents of hydrogen (mono) sulphide are determined pursuant to ASTM D 4084-94 and contents of overall amount of sulphur in gas are determined pursuant to ASTM D 4468-95. The contents of hydrogen (mono) sulphide in gas is also possible to determine by using detection tubes.
 - (e) Dew point of water is determined pursuant to STN 38 5573;
 - (f) The UPN User shall ensure that the determination of the agreed signs of gas quality is carried out by the metering devices that are metrologically safeguarded, if it is subject to the metrological verification and what will be documented to the UPN Operator at the request;
 - (g) The agreed lab is the Lab of NAFTA a.s. The independent lab is agreed in the Contract on Access and Utilization of the Upstream Pipeline Network as independent.

8.1.13 Technical-communication criteria for access to the Upstream Pipeline Network are as follows:

- (a) The UPN User must have established ongoing, non-interrupted telecommunication service for the purposes of mutual communication with the UPN Operator as follows:
 - (i.) For telephone communication totalling to minimally of 2 (two) active accesses (numbers);
 - (ii.) For facsimile communication (it can be cumulated also with phone access) or e-mail;
- (b) Specific communication connections of the UPN Operator and of the UPN User, as well as names and surnames of contact persons must be agreed in the Contract on Access and Utilization of the Upstream Pipeline Network.

8.2 Technical Conditions of Interconnection to the Upstream Pipeline Network

8.2.1 The UPN User is interconnected to the UPN at the Input Point of UPN, in principle solely through the metering devices agreed in the Contract on Access and Utilization of the Upstream Pipeline Network, measuring the volume of gas transported in UPN.

8.2.2 The UPN User comes out from the UPN at the Output Point of UPN, in principle and only as agreed in Contract on Access and Utilization of the Upstream Pipeline Network through the agreed metering device of gas transported via the UPN that must have the equal criteria for accuracy as the metering device at the Input Point of UPN.

8.2.3 Physical place of the Input Point of UPN and the Output Point of UPN – so-called input and output of the gas transported in the Upstream Pipeline Network shall be discussed by the UPN Operator with the respective UPN User, stipulating them in the Contract on Access and Utilization of the Upstream Pipeline Network.

8.2.4 Any possible difference between the reported amount of gas flown through the metering device at the Input Point of UPN and the Output Point of UPN for the same time unit, is the own consumption of the UPN User.

8.2.5 The UPN User, on its own cost and expenses, shall provide the execution of project documentation covering interconnection to the UPN. Project documentation shall respect the applicable regulations as well as the technical standards of the Slovak Republic. The UPN User shall be obliged to submit the elaborated project documentation together with the specifications of proposed metering device for approval to the UPN Operator prior to interconnection to the UPN. Part of the project documentation shall also be the agreed localisation of the Input Point of UPN and the Output Point of UPN, as well as localisation of the Place of Take off. Non-agreement of the UPN Operator pursuant to the third sentence is considered as non-compliance with point 8.2.

8.2.6 Data on Free Part of UPN in terms of point 1.4.1 published on the Internet Site shall contain the following:

- (a) Cadastral locality with the Free Part of UPN;

- (b) Overall length of UPN with the Free Part of UPN (km);
- (c) Maximum operational pressure (MPa);
- (d) Nominal diameter of UPN with the Free Part of UPN (mm);
- (e) Lump-sum fee for connection to the UPN (SKK) in terms of point 9.2(a).

8.2.7 Technical requirements for measuring gas are the following:

- (a) Amount of gas is given in cubic metres [m³] with the reference conditions of 15 °C, pressure of 101,325 kPa and relative humidity of $\varphi = 0$;
- (b) Daily volumes of gas transported via UPN to the Place of Take off are reported for the Gas Day, i.e. from 6.00 hours of the given day to 6.00 hours of the subsequent day;
- (c) Composition of natural gas (i.e. density in kg/m³ under the reference conditions; contents of CO₂ and N₂ in mol %) is updated on monthly-basis, always at the beginning of the Gas Month using the data from the analysis of gas in terms of the qualitative parameters of gas for the preceding Gas Month;
- (d) Inserting these changed data is recorded in the archive of changes of gas volume converters;
- (e) In the case of an interest from the part of the UPN Operator in data inserted into the converters or their results, the UPN User shall enable to UPN Operator to inspect the archive of these data as well as downloading/copying them to the PC or to provide already stored data of the converter data archives;
- (f) The UPN User shall ensure operations of converters of status readings to the extent 16 ÷ 96 % of their calibrated measuring scale.

8.2.8 The UPN User must maintain readable records of daily volume of transported gas via the UPN that will be available to the UPN Operator. The UPN Operator shall also have available any primary support documents based thereon the daily volume of gas transported via the UPN is determined.

8.2.9 The UPN User within 3 (three) Business Days after the termination of Gas-supply Month shall report to the UPN Operator the volume of gas transported via the UPN for the previous Gas Month as well as the volume of gas utilised for the own consumption of the UPN User.

8.2.10 The UPN Operator has the right any time to carry out a check pursuant to point 8.2.11, while this is notified to the UPN User in advance and which shall be carried out either with attendance or pursuant to agreement without attendance of the UPN User.

8.2.11 Check pursuant to point 8.2.10 shall cover the following:

- (a) Any metering device and thermometers, when the UPN User can utilise its own and only metrologically safeguarded control devices;
- (b) Measuring electronic converters and gas volume converters;

- (c) Calculation of the volume of gas transported via UPN carried out by the UPN User.
- 8.2.12 The UPN User shall be responsible for current maintenance and status of the metering device sets.
- 8.2.13 Any defect of the metering device must be reported immediately by the UPN User to the UPN Operator through the contact person agreed in the Contract on Access and Utilization of the Upstream Pipeline Network. Any intervention to the metering device sets influencing their correctness must be in advance notified to the UPN Operator and carried out in presence, or pursuant to agreement without presence of the UPN Operator.
- 8.2.14 The basic principles of the procedure in the case of any failure and damage of metering device sets are as follows:
- (a) Where any failure of the metering device lasts less than 6 (six) hours then the amount of gas during this failure is determined as product of the average hour amount prior to that failure and after that failure the duration of failure expressed in hours, while the reading of counter prior to the failure and after the failure is recorded to the operation log; equal procedure is utilised in checking the metering device and the current transit of gas;
 - (b) Where any failure of the metering device lasts longer than 6 (six) hours, then the UPN User, providing that it has equipped the Place of Take off by the mutually agreed duplicate measuring, puts this into operation after the prior notification and approval by the UPN Operator. Determination of the amount of gas during the failure is carried out based on the data of this measuring. Where the UPN User has not equipped the Place of Take off by a duplicate measuring, then transport of gas to UPN by the UPN User must be stopped by the time of fixing the given metering device.
- 8.2.15 Control of the metering device:
- (a) The UPN User shall be responsible for proper measuring and technical status of metering device. For this purposes the UPN User shall conduct at least once per a year control of the technical status of measuring equipment. The UPN User shall notify of the date of this control minimally of 5 (five) Business Days in advance to the UPN Operator who may attend this control;
 - (b) The UPN Operator has the right any time to ask for such control, but maximally twice per a year. The UPN User shall enable and ensure such control at latest within 5 (five) Business Days. The UPN User and the UPN Operator shall keep records on such controls.
- 8.2.16 In not observing these Technical Conditions of UPN for interconnection to UPN (i.e. point 8.2), utilization of UPN must be immediately interrupted from the part of the UPN User.

8.3 Technical Conditions of Utilization/Operation of the Upstream Pipeline Network

- 8.3.1 In using the Upstream Pipeline Network the UPN User is obligated to observe instructions of the UPN Operator in accordance with the Contract on Access and Utilization of the Upstream Pipeline Network.
- 8.3.2 The UPN User is obligated to cleanse the gas transported to UPN from solid and liquid dirties pursuant to point 8.1.3 and to ensure maintenance of the qualitative parameters for quality of gas pursuant to point 8.1.1.
- 8.3.3 In the process of gas transporting to the UPN, the UPN User shall provide for measuring of amounts of gas at the Places of Take off, measuring of the consumption of gas and calculations of amounts of gas of possible gas-blows-off with a description when and where they were carried out, while shall be elaborated every Gas Month report on measuring, including possible additional up-calculation, concerning also to gas-blows-off the report thereof shall be submitted to the UPN Operator by the 3rd (third) Business Day of a month. These reports shall be support documents for elaboration of month protocols.
- 8.3.4 The UPN User shall be responsible for qualification and health competence of its employees with it that the technological equipment of the UPN User are operated only by the employees keeping the required valid licences, authorisations and professional qualifications pursuant to the relevant regulations of the Slovak Republic.
- 8.3.5 The UPN User shall be fully responsible for any damage arising due to incorrect conduct or omitting works or other its obligations. The UPN User undertakes to compensate the UPN Operator for any losses, damages, fines, claims of third persons, action, liabilities, expenses and costs, including adequate fees for legal consulting, costs and expenses for examinations that the UPN Operator has spent or suffered and that in any way relate or arise based on breaching of these Business Conditions, contractual terms and conditions, or relevant regulations of the Slovak Republic from the part of the UPN User.
- 8.3.6 In conducting works and meeting the obligations the UPN User is obligated to process with due and professional care, professionally and in accordance with the relevant generally binding regulations applicable in the territory of the Slovak Republic and/or decisions of relevant state administration bodies and/or local government in such a way to avoid any damage on the property, human health and similar.
- 8.3.7 The UPN User undertakes to the following:
- (a) To utilise the services of the Main Mining Rescue Station established by the UPN Operator;
 - (b) To keep records of operational documentation.
- 8.3.8 The UPN User is obligated immediately report to the UPN Operator any emergency, i.e., arising of working injury (lethal, serious, mass), failures and breakdowns of technical equipment and fire, actively participate in examination of reasons and cooperate in arising of insurance event.

- 8.3.9 Since the Day of Effect of the Contract on Access and Utilization of the Upstream Pipeline Network the UPN User shall take over the workplace from the UPN Operator as defined in terms of relevant Mining regulations of the Slovak Republic and specified as the Place of Performance in the Contract on Access and Utilization of the Upstream Pipeline Network.
- 8.3.10 The UPN User is obligated to observe the Operational Regulations of the UPN Operator and to follow the Emergency plan of the UPN Operator.
- 8.3.11 The UPN User may not without the prior consent of the UPN Operator carry out any investment actions on the technical equipment of the UPN Operator.
- 8.3.12 The UPN User shall not hamper the responsible worker of the UPN Operator in conducting of the following:
- (a) Controlling activities at the subject workplaces belonging to the Place of Performance of the Contract on Access and Utilization of the Upstream Pipeline Network, submitting them any required operations records, data and results of specific activities;
 - (b) Ongoing monitoring of technical problems and in the case of a need enabling their operative solution;
 - (c) Control of observing the operational regulations and instructions in terms of the mining regulations and the regulations in the filed of the protection of the environment of the Slovak Republic.
- 8.3.13 The UPN User shall respect in its activities the results of control by the inspector of the UPN Operator, accepting the results of inspection reports.
- 8.3.14 The UPN User shall not provide any services to a third person without the prior consent by the UPN Operator.
- 8.3.15 In not observing these criteria of the Technical Conditions of UPN for utilization/operations of UPN (point 8.3), the utilization of UPN must be immediately interrupted from the part of the UPN User.

9 PRICE FOR THE SERVICES PROVIDED

- 9.1 Price for the service provided by the UPN Operator based on these Business Conditions is a part of the Contract on Access and Utilization of the Upstream Pipeline Network.
- 9.2 Price for service provided by the UPN Operator based on these Business Conditions and the Contract on Access and Utilization of the Upstream Pipeline Network shall comprise of the following two (2) components:
- (a) Lump sum fee of the UPN User for interconnection to the Upstream Pipeline Network stipulated by the UPN Operator and published on the Internet Site, and
 - (b) Agreed price for the Allocated Capacity of UPN for the UPN User pursuant to point 2.2.5.

10 FINANCIAL GUARANTEES

10.1 The First Guarantee

- 10.1.1 In submitting the Application the applicant shall be obliged to attach to the Application an original of bank guarantee (so-called "**Bid Bond**" guarantee) containing the proprieties issued under the following conditions ("**The First Guarantee**"):
- (a) The First Guarantee must be irrevocable and must be established in a bank that is given in the list of banks published on the Internet Site Pursuant to the Business Conditions ("**Bank**").
 - (b) The First Guarantee must be issued to an amount as set forth and published by the UPN Operator on the Internet Site.
 - (c) The First Guarantee must be valid and effective since the date of submitting the Application up to the elapsing of twenty (20) days after the Deadline.
- 10.1.2 The First Guarantee must state that the UPN Operator is entitled to apply the First Guarantee to the full extent if:
- (a) The applicant withdraws from the Applications submitted still before the allocation of required services in the period of its binding validity and effectiveness due to the reasons on the part of the applicant;
 - (b) The applicant withdraws from the allocated service due to the reasons on the part of the applicant; or
 - (c) The applicant to whom the service has been allocated based on the Application will not submit in signing to the Contract on Access and Utilization of the Upstream Pipeline Network any Second Guarantee totalling to the three (3) agreed month payments in accordance with the conditions stipulated below due to it no conclusion of a Contract on Access and Utilization of the Upstream Pipeline Network occurs.
- 10.1.3 The First Guarantee must be redeemed by the Bank without any objections within five (5) Business Days after the receipt of the first call in writing for redemption sent from the part of the UPN Operator.
- 10.1.4 The First Guarantee must stipulate that the UPN Operator has the right to apply the First Guarantee at soonest on the following date after a day when it has learnt of the fulfilment of any from the above mentioned conditions.
- 10.1.5 The part of the First Guarantee must be a statement by the Bank that in the case when the applicant signs with the UPN Operator the Contract on Access and Utilization of the Upstream Pipeline Network it shall provide the Second Guarantee in favour of the UPN Operator.
- 10.1.6 Call by the UPN Operator for redemption shall contain a statement that the required sum is payable due to the fulfilment of some of the conditions given in point 10.1.2.

10.2 The Second Guarantee

- 10.2.1 In signing to the Contract on Access and Utilization of the Upstream Pipeline Network the applicant is obligated to submit an original of irrevocable bank guarantee established in favour of the UPN Operator in the bank at least to an amount of three (3) month payments for the service the precise amount thereof shall be set forth the UPN Operator prior to the signing to the Contract on Access and Utilization of the Upstream Pipeline Network ("**The Second Guarantee**").
- 10.2.2 After a thorough considerations of the Applications and related circumstances (e.g., origin of the applicant, extent and length of the Contract on Access and Utilization of the Upstream Pipeline Network, type of required services, purpose of services, quality and origin of gas that has to be transported in UPN) the UPN Operator has the unilateral and undoubtedly the right to ask the UPN User for submitting the Second Guarantee for the sum exceeding three (3) month payments for services. The UPN Operator applies this right prior to the allocation of the services required by the UPN User in an adequate manner. The applicant must submit the Second Guarantee for the sum required by the UPN Operator prior to the elapsing of Deadline.
- 10.2.3 The Second Guarantee must give expressly that:
- (a) It is valid and effective from the day of signing to the Contract on Access and Utilization of the Upstream Pipeline Network by the end of the third (3rd) month following a month when the Contract on Access and Utilization of the Upstream Pipeline Network finishes its validity (except the case given in point 10.2.7 when the validity and effectiveness of the Second Guarantee can be shorter);
 - (b) The UPN Operator is entitled to apply the Second Guarantee in the case when the UPN User has not met any binding obligations arising from the concluded Contract on Access and Utilization of the Upstream Pipeline Network, and
 - (c) The Second Guarantee is redeemable by the Bank without any objections within five (5) Business Days after receipt of a call in writing for payment sent from the part of the UPN Operator.
- 10.2.4 The UPN Operator has the right to apply the bank guarantee at latest after the maturity date of an invoice issued in accordance with the concluded Contract on Access and Utilization of the Upstream Pipeline Network.
- 10.2.5 Call for redemption by the UPN Operator shall contain a statement that the UPN User has not met its obligations arising from the concluded Contract on Access and Utilization of the Upstream Pipeline Network. A copy of the unpaid invoice issued by the UPN Operator shall be attached to the call in writing for payment.
- 10.2.6 Where it is disbursed (or the UPN Operator asked for disbursement) for the performance amounting at least to one third of the Second Guarantee, then the UPN Operator has the right to ask the UPN User for supplementing to the Second Guarantee to the original amount within fourteen (14) days since the delivery of the application by the UPN Operator. In the case when the UPN User fails to supplement to within the set term the Second Guarantee to the original amount, then the UPN Operator has the right for a contractual penalty totalling to the

month payment for the services in terms of the Contract on Access and Utilization of the Upstream Pipeline Network. Through this it shall not be concerned and prejudices the right of the UPN Operator to withdraw from the Contract on Access and Utilization of the Upstream Pipeline Network.

10.2.7 Regardless to point 10.2.3(a) the Second Guarantee can be valid and effective with the prior consent by the UPN Operator since the signing to the Contract on Access and Utilization of the Upstream Pipeline Network also for a shorter time period than given in point 12.2.3(a), providing that the following conditions are met:

- (a) The applicant requires that the UPN Operator provides services for a time period exceeding two (2) calendar years based on The Contract on Access and Utilization of the Upstream Pipeline Network the validity and effectiveness thereof exceeds two (2) calendar years;
- (b) The Second Guarantee stipulates expressly (as an alternative to point 12.2.3(a)) that the Second Guarantee is valid and effective at latest for a time period of fifteen (15) months;
- (c) The UPN User shall be obliged to submit at latest by the elapsing of 12 (twelve) months since the beginning of validity of the Second Guarantee to the UPN Operator a renewed Second Guarantee for a time period of subsequent fifteen (15) months;
- (d) The UPN User shall be obligated to renew the Second Guarantee over the all duration of the Contract on Access and Utilization of the Upstream Pipeline Network so that the last renewed Second Guarantee is valid and effective by the end of the third (3rd) months following after a month when the validity of the Contract on Access and Utilization of the Upstream Pipeline Network finishes, and
- (e) In the case that the UPN User fails to renew the Second Guarantee set term the UPN Operator has the right for a contractual penalty totalling to the month payment for services in terms of the Contract on Access and Utilization of the Upstream Pipeline Network. Through this is not prejudiced and concerned the right of the UPN Operator for withdrawal from the Contract on Access and Utilization of the Upstream Pipeline Network.

11 PAYMENT CONDITIONS

11.1 The term of invoicing of the Contract on Access and Utilization of the Upstream Pipeline Network between the UPN Operator and the UPN User is one (1) calendar month.

11.2 Payments by the UPN User to the UPN Operator shall be made based on invoices for repeated delivery of services, issued by the UPN Operator and delivered to the UPN User.

11.3 Any invoices shall be issued and paid off in EURO or with the consent of the UPN Operator also in other currency. Settlement of liabilities of both contracting parties shall be made through transfer orders in favour of the creditor's account. The debtor shall bear bank fees itself, and the bank fees of the credit shall be borne by the creditor.

- 11.4 Any invoice shall contain terms set in the generally binding regulations. Where an invoice does not contain the agreed terms pursuant to the Contract on Access and Utilization of the Upstream Pipeline Network, then the UPN User is entitled to return back via fax such invoice without payment within five (5) calendar days since its delivery. Where the UPN User does not return back an invoice via fax within the given term of five (5) calendar days, it is deemed that this invoice is due. In the case when the UPN User returns back an invoice it shall be obligated to give concrete reasons of this return, quoting discrepancy of that invoice to these Business Conditions or the Contract on Access and Utilization of the Upstream Pipeline Network. Through the eligible return of an invoice within five (5) calendar days the maturity term ceases to elapse and this elapses again since the date of delivery of a new (corrected) invoice. A part of any invoice shall be VAT (i.e., value added tax DPH) duly invoiced in terms of the generally binding regulations.
- 11.5 Based on an invoice for repeated service, issued and delivered by the UPN Operator within the fourteenth (14th) calendar days in the respective Gas-supply Month, the UPN User is obligated to pay to the UPN Operator for any and every months for 1/12 (one twelfth) of the overall price for utilization of UPN agreed in the Contract on Access and Utilization of the Upstream Pipeline Network.
- 11.6 The maturity term of invoices for repeated delivery of service is always the 28th (twenty eighth) day of a calendar month when the respective invoice is issued. In the case of a delay in delivering the invoice from the part of the UPN Operator the due day shall be prolonged by a number of days of that delay in delivering the invoice. Where the due day of an invoice falls on Saturday, Sunday, state holiday and other day of rest or a any day that is not a Business day then the invoice shall be due on the closest Business day after that day.
- 11.7 In the case when occurs an arrangement of the overall price for the use of UPN agreed in the Contract on Access and Utilization of the Upstream Pipeline Network, or if based on the handing/taking over protocol in terms of the Contract on Access and Utilization of the Upstream Pipeline Network arises the duty to issue a corrected invoice—a debit note or a credit note—then the UPN Operator shall meet this duty within three (3) Business Days since the signing to that handing/taking over protocol. The maturity term of the issued corrected invoices—a debit note or a credit note—is 14 (fourteen) days since their delivery to other contracting party.
- 11.8 For the day of meeting the pecuniary liability is considered a day of crediting the due sum from the debtor's account in favour of the creditor's account. Bank connection of the UPN Operator in form of ABO, IBAN and SWIFT given in the invoice shall be the same as the bank connection given in the 1st (first) page of the Contract on Access and Utilization of the Upstream Pipeline Network, or of other document that has been signed by the authorised representatives of the UPN Operator or the UPN User. In any opposite case the UPN User has the right to return back that invoice for amending the above mentioned with the requirement for a new term of maturity.
- 11.9 Where there is any delay in payment for pecuniary liability by any contracting party pursuant to the Contract on Access and Utilization of the Upstream Pipeline Network the other contracting party shall be entitled to invoice for an interest of delay amounting to 0,02 % (in words: zero point two) of the due amount for every day of delay.

- 11.10 Interest of delay pursuant to preceding point is due within fourteen (14) days since the day of delivery of an invoice (interest of delay billing) to the contracting party that is defaulting in settlement of pecuniary liabilities.
- 11.11 Communication between the UPN User and the UPN Operator for the purposes of meeting the rights and the obligations pursuant to this Article 11 shall be carried out via fax, email with the request for confirmation of receipt, or via registered mail. Unless the contracting parties agree in the Contract on Access and Utilization of the Upstream Pipeline Network otherwise, any invoice of the UPN Operator that is to the UPN User delivered (i) via fax shall be deemed as delivered at the moment when the fax machine of the UPN Operator confirms the facsimile transmission of that invoice for the UPN User, (ii) via email shall be deemed as delivered at the moment when the UPN Operator receives from the UPN User server an electronic confirmation on the receipt of that email, and (iii) via registered mail shall be deemed as delivered at the moment when three (3) days has elapsed since the day of sending a registered mail to the address of the UPN User. For the delivery of invoices the UPN Operator shall utilise as priority fax transmission, and when the fax transmission fails, then it utilises e-mail. When both above mentioned ways of transmission fail, then the UPN Operator shall send an invoice via registered mail.

12 ASSIGNMENT OR TRANSFER OF THE RIGHTS AND THE OBLIGATIONS

The UPN User may not assign nor transfer its rights and the obligations arising from the Contract on Access and Utilization of the Upstream Pipeline Network to any third person.

13 CONCLUDING PROVISIONS

13.1 Circumstances excluding the Responsibility (Vis Maior)

- 13.1.1 Circumstances excluding the responsibility over the time of their duration of their consequences shall release the contracting parties from the non-performance of contractual obligations. The contracting party concerned and injured by a circumstance excluding the responsibility shall be obliged without any idle delay to notify the other contracting party giving the length of time period over that the informing party anticipates duration of the respective circumstance excluding the responsibility. The contracting party that in meeting its obligation arising from the Contract on Access and Utilization of the Upstream Pipeline Network was injured by a circumstance excluding the responsibility shall be concurrently obliged to make adequate efforts that the circumstance excluding the responsibility lasts at shortest and that any of its effects on the injured contracting party are the lowest.
- 13.1.2 Circumstance excluding the responsibility in terms of this provision shall be any obstacle that has happened independently from will of the obligated contracting party hampering it in the performance of its obligations pursuant to the Contract on Access and Utilization of the Upstream Pipeline Network if it is not possible reasonable to anticipate that the obligated contracting party would have averted or overcome such obstacle, and in addition at the time of concluding the Contract on Access and Utilization of the Upstream Pipeline Network it would have anticipated this obstacle.

- 13.1.3 As circumstance excluding the responsibility are considered, in particular, natural effects, floods, earthquake, landslides, war or situation like war, fire, failures, operational breakdowns, explosions, terrorist attacks.
- 13.1.4 As circumstance excluding the responsibility are not recognised such obstacles that arise from the personal and mainly economic relationships of the contracting parties, as well as any obstacle in meeting the contractual obligation arising at the time when the obligated contracting party has been in delay in meeting its contractual obligations.
- 13.1.5 In the case that a circumstance excluding the responsibility has lasted longer than seven (7) calendar days, the contracting parties shall enter into discussions with an aim of achieving an acceptable solution for both contracting parties.

13.2 Dispute Resolution

13.2.1 Dispute and dispute resolution

Any dispute or disagreement arising from or in relation to the Contract on Access and Utilization of the Upstream Pipeline Network ("**Dispute**") the contracting parties shall try to resolve in good faith by discussions without automatically resorting to court settlement or arbitration. In the case of any Dispute, any contracting party shall be obliged to deliver to the other contracting party a notification in writing suggesting that the contracting parties should resolve that Dispute by discussions ("**Dispute Notice**"). If the Dispute is not resolved within thirty (30) days since the Dispute Notice and the contracting parties have not agreed to prolong such term, then the Dispute shall be resolved with the final validity pursuant to point 13.2.2 unless the contracting parties agree otherwise.

13.2.2 Arbitration

If the contracting parties do not resolve any Dispute pursuant to point 13.2.1 and they do not agree otherwise in writing then that Dispute shall be resolved by the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna ("**Arbitration Court**") conducted in the English language by three (3) arbiters pursuant to the Arbitral Rules of the International Chamber of Commerce ("**ICC Rules**") with it that if the contracting parties do not agree otherwise:

- (a) Every contracting party nominates one arbiter;
 - (b) Third arbiter acts as the president of tribunal of Arbitration Court nominated by two arbiters nominated by the contracting parties or on behalf of them. Where a third arbiters is not selected and nominated to the Arbitration Court for nomination within thirty (30) day after the confirmation of the later among the arbiters nominated by the Arbitration Court a third arbiter shall be selected and nominated by the Arbitration Court in accordance with the ICC Rules;
 - (c) Every among the nominated arbiters must be and remain independent and impartial from any party.
- 13.2.3 Where the value of Dispute does not exceed EURO 33.194 the arbiter tribunal comprises of one arbiter selected and nominated by the Arbitration Court. The value of Dispute comprises the claimant's claims in terms of petition for arbiter

proceedings and any counter-claims in response of the counterparty to the petition for arbiter proceedings.

- 13.2.4 The Arbitration Court shall give an award based on the literal wording of the Contract on Access and Utilization of the Upstream Pipeline Network in accordance with law governing the Contract on Access and Utilization of the Upstream Pipeline Network and this award shall be final, executable and binding for the contracting parties.
- 13.2.5 Regardless to it what is given in points 13.2.2 to 13.2.4, any party to the Contract on Access and Utilization of the Upstream Pipeline Network shall be authorised to the following:
- (a) To initiate a court proceedings through a petition for court ruling, ban, or declaration court ruling, in particular, interim suspension ruling or final court judgement that can be necessary for the purposes of defining or protection the right and enforcing the obligations contained in the Contract on Access and Utilization of the Upstream Pipeline Network anticipating an award of the Dispute in accordance with the arbiter proceedings given in points 13.2.2 to 13.2.4; or
 - (b) To access to any arbiter proceedings arising out the Contract on Access and Utilization of the Upstream Pipeline Network with any arbiter proceedings arising from the Contract on Access and Utilization of the Upstream Pipeline Network.

13.3 Application of these Business Conditions on the Contract on Access and Utilization of the Upstream Pipeline Network

- 13.3.1 Provisions of these Business Conditions stipulate the terms and conditions for access and utilization of the Upstream Pipeline Network and are binding for the all participants of the gas market.
- 13.3.2 These Business Conditions are inseparable part of any Contracts on Access and Utilization of the Upstream Pipeline Network.
- 13.3.3 Where any Contract on Access and Utilization of the Upstream Pipeline Network is in contrary to these Business Conditions the arrangement of these Business Conditions shall prevail.
- 13.3.4 Any amendments to the Business Conditions that are not in accordance with the wording of the Contracts on Access and Utilization of the Upstream Pipeline Network shall prevail before the respective controversial provisions of such Contracts on Access and Utilization of the Upstream Pipeline Network.
- 13.3.5 For the purposes of safeguarding its claims arising from the Contract on Access and Utilization the Upstream Pipeline Network the UPN Operator has the retention right on the gas transported in terms of § 535 of the Commercial Code.

13.4 Withdrawal from the Contracts on Access and Utilization of the Upstream Pipeline Network

- 13.4.1 The UPN User or the UPN Operator are entitled to withdraw in writing from the Contract on Access and Utilization of the Upstream Pipeline Network, if:

- (a) Any circumstance excluding the responsibility of the contracting parties occurs and it lasts longer than six (6) months; or
 - (b) There occur substantial breaches of the Contract on Access and Utilization of the Upstream Pipeline Network and of these Business Conditions.
- 13.4.2 The UPN Operator is entitled to withdraw in writing from the Contract on Access and Utilization of the Upstream Pipeline Network, if:
- (a) The UPN User does not utilize the Allocated Capacity of UPN pursuant to the Plan of Utilization of UPN in terms of point 5.5;
 - (b) The UPN User does not supplement to the Second Guarantee to point 10.2.6;
 - (c) The UPN User does not renew the Second Guarantee pursuant to point 10.2.7(e);
 - (d) The financial situation of the UPN User is worsened to the extent that threatens the potential claims of the UPN Operator towards the UPN User pursuant to the Contract on Access and Utilization of the Upstream Pipeline Network;
 - (e) The applicant has been declared as bankrupt, any bankruptcy or compensation proceeding commenced against the property of the UPN User, or petition for bankruptcy for the UPN User was refused due to a lack of property of the UPN User;
 - (f) The acting by the UPN User provably threatens or would threaten the security of the gas network, or
 - (g) The UPN Operator proves that the UPN User has provided to the UPN Operator untrue or misleading information and/or documents at the time of submitting the Application to the UPN Operator.
- 13.4.3 At latest one (1) month prior to sending a notification in writing on withdrawal to the contracting party breaching its obligations the withdrawing party shall be obligated to advise the other contracting party in writing of the non-performance of its obligations. The withdrawing party is obliged to provide the given term of one (1) month to the other party for giving its acting to accord with the Contract on Access and Utilization of the Upstream Pipeline Network and these Business Conditions.
- 13.4.4 Any notice of withdrawal from the Contract on Access and Utilization of the Upstream Pipeline Network can be delivered to the other contracting party one (1) month after the delivery of a notice pursuant to point 13.4.3. Any notice of withdrawal from the Contract on Access and Utilization of the Upstream Pipeline Network must be delivered by the withdrawing party to the other contracting party in writing.
- 13.4.5 Withdrawal from the Contract on Access and Utilization of the Upstream Pipeline Network shall be effective since the date of its delivery to the other contracting party.

13.5 Confidentiality Obligation

- 13.5.1 The Contract on Access and Utilization of the Upstream Pipeline Network is the confidential document as a whole as well as in any part that may not be accessible to any third person without the prior consent of the other contracting party. Any information exchanged or received by the contracting parties in relation to the performance of the Contract on Access and Utilization of the Upstream Pipeline Network or any information that is exchanged between the applicant and the UPN Operator after the submission of Application shall be considered as confidential and the contracting parties may not disclose it or provide otherwise to any third person.
- 13.5.2 As third persons in terms of this provision shall be considered also any personnel of the contracting parties who have not based on their working assignment normally access to such documents as the Contract on Access and Utilization of the Upstream Pipeline Network, or who are not subject and obligated to the respective contracting party through the obligation of confidentiality at least to the extent given in this point. However as third person shall be considered also any external counsels of the contracting parties who participate in business activities of the respective contracting party and simultaneously are subject and binding to this contracting party through the compulsory or contractual obligation of confidentiality at least to the extent given in this point.
- 13.5.3 The contracting parties note that the breaching of the provisions of this point is not the case when the disclosure of confidential information is imposed based on the generally binding regulation, or when the disclosure of confidential information is based at the request by the state, regulatory or other body of public authority and the relevant regulations of this body expressly entitle to requesting for such information.
- 13.5.4 The UPN Operator is obligated to maintain confidentiality of trade secret related to the utilization of UPN and it may not disclose such information to its associated companies prior to it as it discloses it to the all participants of the gas market.
- 13.5.5 UPN Operator is obligated to ensure that the personnel of the UPN Operator who are also employed with the associated companies of the UPN Operator have no access to trade secret of the UPN Operator concerning to the utilization of UPN.

13.6 Character of these Business Conditions

- 13.6.1 These Business Conditions and all copyrights or intellectual property rights arising thereof shall be the exclusive ownership and know-how of the UPN Operator protected by law and the internal regulations of the UPN Operator. Any participant of the gas market, any state body or any other person may not disclose these Business Conditions, or any part thereof, or copy, publish, circulate, assign them/it to another person or utilization otherwise without the prior consent in writing by the UPN Operator.
- 13.6.2 These Business Conditions must be utilised by any person who is looking at or using these Business Conditions exclusively for the purposes set forth herein (i.e., submission of the Application to the UPN Operator or entering into the Contract on Access and Utilization of the Upstream Pipeline Network). Where the third person utilises these Business Conditions for other purposes or breaches otherwise their provisions, there are not prejudiced and concerned the right of the UPN Operator

for compensation of damage, issuing groundless enrichment, or commencing civil procedure, criminal or other proceeding towards such person.

- 13.6.3 The UPN Operator is the only person entitled to propose amendments or supplements to these Business Conditions. The UPN Operator also amends or supplements to these Business Conditions, while amendment or supplement arises from the compulsory legislation or administrative decision of the public authority bodies in the Slovak Republic or the European Union.
- 13.6.4 Where the UPN Operator discloses these Business Conditions also in the English language version and where there is any discrepancy between the Slovak version and the English version of these Business Conditions, then the Slovak version shall prevail.

13.7 Validity and Effectivity of the Business Conditions

The Business Conditions and any amendment thereto shall enter into force and effect since the meeting the condition, if the UPN Operator published these Business Conditions on the Internet Site.

13.8 List of Annexes

The following Annexes are inseparable part of these Business Conditions:

- (a) Annex no. 1: Statement on accession to the Business Conditions
- (b) Annex no. 2: Plan of Utilization of the Upstream Pipeline Network

Annex no. 1

STATEMENT*

* Please fill in this form readable using printed letters

LEGAL ENTITY ¹:

Business name:

Seat:

Company identification number:

Tax identification number:

Registered in the Commercial Register:

Section:

File:

NATURAL PERSON ²:

Name and surname:

Permanent address:

Birth number:

Tax registration number:

(hereinafter only as
"Applicant")

Through the below given signature the Applicant hereby demonstrates it/his/her will, confirming and stating that:

(1) It/he/she has read and understood to the full extent:

- (i) The Business Conditions for Access and Utilization of the Upstream Pipeline Network issued in terms of § 15 par. 12 of the Act no. 251/2012 Coll. on the Energy Act as amended ("**The Business Conditions**"),

(ii) Other documents concerning to the Business Conditions published by the Company NAFTA a.s., seated at Votrubova 1, 821 09 Bratislava, Comp. Identification No.: 36286192, registered in the Commercial Register of District Court of Bratislava I, Section: Sa, File No. 4837/B („**The UPN Operator**“) on its Internet Site (**“Documents”**);

(2) It/he/she accesses to and irrevocable agrees to the wording of the Business Conditions and the Documents stating concurrently that they are binding for the Applicant;

(3) It/he/she considers that any information that is/he/she learns or acquire (in oral or written form) in relation to the submission of application in terms of the Business Conditions (**“Application”**), have the confidential character and that it/he/she undertakes to maintain confidentiality of this information to the full extent till the recall in writing by the UPN Operator, and

(4) The Application is for the Applicant legally binding and irrevocable and shall not be recalled or amended up to the elapsing of twenty (20) days after the Deadline (as defined in the Business Conditions and determined on the Internet Site by the UPN Operator).

Unless this Statement gives otherwise any terms starting with the capital letter has the meaning as given in the Business Conditions.

In witness to the above given I/we sign this Statement.

In (place)	Date
<input type="text"/>	<input type="text"/>

In (place)	Date
<input type="text"/>	<input type="text"/>

Signature:

Signature:

Name:
Function:

Name:
Function:

- 1) To be filled in the event, this statement is filled in by a legal entity
- 2) To be filled in the event, this statement is filled in by a natural person

PLAN OF UTILIZATION OF THE UPSTREAM PIPELINE NETWORK *

* Please fill in this form using printed letters

LEGAL ENTITY¹:

Business name:

Seat:

Comp.
identification
no.:

Registered in the Commercial Register:

Section:

File:

NATURAL PERSON²:

Name and surname:

Permanent address:

Birth number:

(hereinafter only "**Applicant**")

Anticipated time period for providing service³

Beginning

End

¹ To be filled in the event, this statement is filled in by a legal entity

² To be filled in the event, this statement is filled in by a natural person

³ Please insert a date of the requested beginning of the utilization of the UPN in years, months and days

Name of the required Upstream Pipeline Network⁴

PLAN OF UTILIZATION OF THE UPSTREAM PIPELINE NETWORK DURING THE FIRST THREE YEARS

Calendar year ⁵	Quarters ⁶											
	I.			II.			III.			IV.		
Year:												
Year:												
Year:												

PLAN OF UTILIZATION OF THE UPSTREAM PIPELINE NETWORK DURING THE FOLLOWING YEARS

Calendar year ⁵	Utilization ⁷

In(place) Date

--	--

In(place) Date

--	--

Signature:

--

Signature:

--

Name:

--

Name:

--

Function:

--

Function:

--

⁴ Please insert a name of requested UPN which is published in the Internet Site.

⁵ Please insert the relevant year.

⁶ Please insert monthly data for relevant quarter in thousand of cubic meters.

⁷ Please insert data for the relevant year in thousand of cubic meters.