



Rules of Operation of POZAGAS a.s.

**stipulating general commercial terms and conditions for access to the
storage facility UNGSF Láb 4 and its utilization**

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Storage Operator:

**POZAGAS a. s.
Malé námestie 1
901 01 Malacky
Slovak Republic
Company ID: 31 435 688
Recorded in the Commercial Register of the Bratislava I District Court,
Volume Sa, Entry 1271/B**

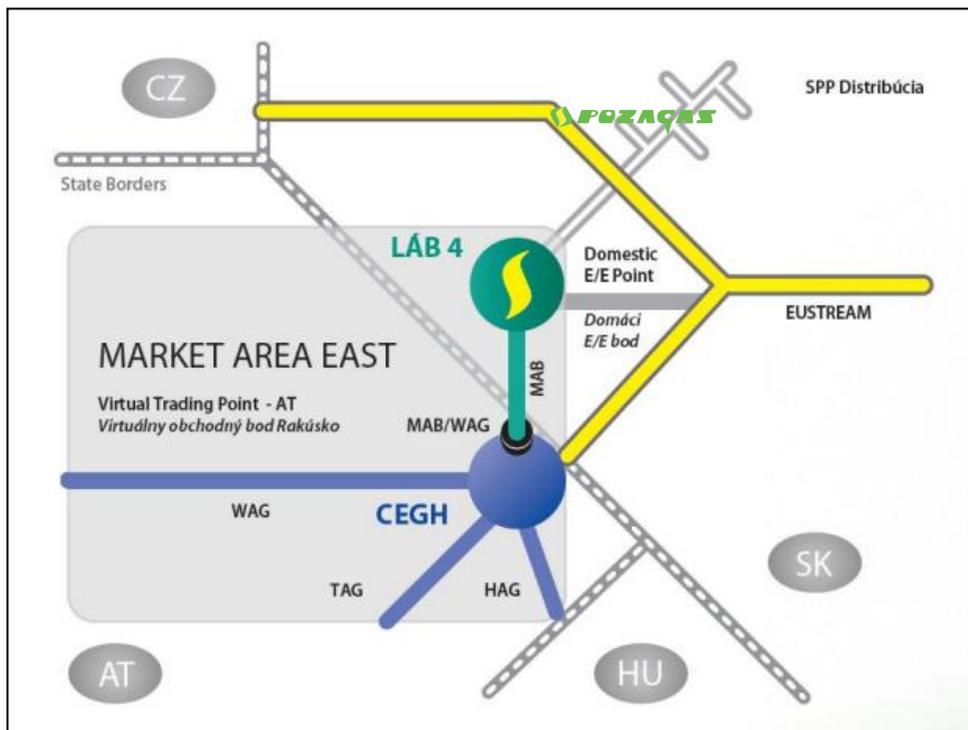
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Article 1 Preamble

- (1.1) POZAGAS a.s., registered office at Malé námestie 1, 901 01 Malacky, Slovak Republic, Company ID 31 435 688, recorded in the Commercial Register of the Bratislava I District Court, Volume Sa, Entry 1271/B (hereinafter “POZAGAS”) owns and operates the Láb 4 Underground Natural Gas Storage Facility.
- (1.2) Location of the Láb 4 Underground Natural Gas Storage Facility on the relevant regional gas markets and its potential business utilization are schematically diagrammatized on the following picture.



- (1.3) POZAGAS is subject regulated by the Regulatory Office for Network Industries according to the relevant regulations.
- (1.4) POZAGAS elaborated this document entitled the “Rules of Operation of POZAGAS a.s., stipulating general commercial terms and conditions for access to the storage facility UNGSF Láb 4 and its utilization“ (hereinafter the “Rules of Operation”) and submitted it in this form and wording to the Regulatory Office for Network Industries for approval, whereby POZAGAS fulfilled the obligation to determine the commercial terms and conditions of access to, and use of, the Storage Facility as provided for in the relevant regulations binding on POZAGAS.
- (1.5) POZAGAS ensures reliable, safe and efficient operation of the Láb 4 Underground Natural Gas Storage Facility with due consideration of its development and equally transparent and non-discrimination access of gas market participants to the services provided by POZAGAS in line with the conditions set for in these Rules of Operation.

Article 2 General provisions

- (2.1) The Rules of Operation set forth the commercial terms and conditions under which POZAGAS provides access to the Storage Facility and provides gas storage services as defined in these Rules of Operation. The Rules of Operation represents inseparable part of any kind of contract concluded based on these Rules of Operation.
- (2.2) The Rules of Operation are based on the general principles designed to establish a single gas market and complies with all applicable laws and regulations governing the sector. When elaborating these Rules of Operation POZAGAS considered mainly:
- a) Act No. 251/2012 Coll. on Energy and on the amendment of certain laws;
 - b) Decree of Regulatory Office for Network Industries No. 24/2013 Coll. on rules for functioning of internal electricity market and rules for functioning of internal gas market;
 - c) Guidelines for Good Practice for Storage System Operators issued by European Regulators' Group for Electricity and Gas.
- (2.3) POZAGAS enters into contractual relations in connection with the provision of gas storage services in accordance with the terms and conditions set for in the Rules of Operation and applicable laws and regulations.

Article 3 Definition of basic terms and interpretation rules

- (3.1) The terms used in the Rules of Operation, an Application for Access to Storage or any other application pursuant to the Rules of Operation, in a Gas Storage Contract, in Technical Terms and Conditions, in the Price List, in correspondence or during communication of POZAGAS with a Contractual Counterpart or a potential contractual counterpart beginning with a capital letter shall be defined as follows:
1. **“Agency”** shall mean the Agency for the Cooperation of Energy Regulators (ACER).
 2. **“Bundled Unit”** or **“BU”** shall mean a combination of a Working Gas Volume, Injection Flow Rate and Withdrawal Flow Rate primarily applied by POZAGAS when offering services.
 3. **“Pricelist”** shall mean the list of currently valid prices charged by POZAGAS for services it provides, including the terms and conditions under which the prices are applied for relevant services provided by POZAGAS as published on its website (www.pozagas.sk).
 4. **“FCFS”** shall mean a first come first served customer service arrangement.
 5. **“Long-term Service”** shall mean a service provided by POZAGAS over a period of one (1) year (including).

6. **“Available Storage Capacity”** shall mean that part of the Technical Capacity of the Storage Facility which is not allocated and is available at the given time in the Storage Facility.
7. **“Short-term Service”** shall mean a service provided by POZAGAS for less than one (1) year.
8. **“Nomination”** shall mean a request by the Customer for Injection Flow Rates to be provided to the Storage Facility or Withdrawal Flow Rates to be provided from the Storage Facility through a defined Entry-Exit (Handing-over and Acceptance) Point pursuant to Article 20 of the Rules of Operation.
9. **“Shutdown”** shall mean periods necessary to refurbish, upgrade, repair, maintain and revise the underground and surface equipment of the Storage Facility and related equipment used to provide Gas storage services under these Rules of Operation.
10. **“Fixed Storage Capacity”** shall mean the Storage Capacity that the Customer is entitled to use under the Gas Storage Contract during the life of the contract. POZAGAS may not interrupt or reduce the Fixed Storage Capacity except as provided for in the Rules of Operation and in applicable laws and regulations.
11. **“Gas”** shall mean a mixture of gaseous hydrocarbons conditioned to enable transportation by means of a Gas pipeline; the quality characteristics of the mixture are guaranteed for the Storage Facility and specified in the Technical Terms and Conditions.
12. **“Gas Day”** shall mean a period typically comprising twenty-four (24) consecutive hours commencing at 6:00 a.m. Central European Time and ending at 6:00 a.m. Central European Time of the following day. On the day of a transition to the Central European Summer Time the Gas Day shall be a time period comprising twenty-three (23) consecutive hours and on the day of a transition to the Central European Time the Gas Day shall be a time period comprising twenty-five (25) consecutive hours.
13. **“Working Gas Volume”** shall mean the Gas volume in the storage facility in excess of the cushion Gas which can be injected or withdrawn to enable Gas storage by Customers.
14. **“Interruptible Storage Capacity”** shall mean the Storage Capacity the provision of which may be interrupted or limited by POZAGAS as provided for in the Rules of Operation and/or the Technical Terms and Conditions, respectively Tender Terms and Conditions and/or the Gas Storage Contract.
15. **“Connected Network Operator”** shall mean the operator of the transmission system WAG and/or the operator of the distribution network Slovak Republic and/or the operator of the transmission network Slovak Republic.
16. **“Renomination”** shall mean a change in the Nomination by the Customer, applied by a specified deadline, as provided for in the Rules of Operation and Technical Terms and Conditions.

17. **“Sm³”** shall mean a standard cubic meter. For the purposes of Gas storage in the Storage Facility, this unit represents the Gas volume which at a temperature of 15°C, pressure of 0.101325 MPa and relative humidity of $\varphi = 0$ occupies on cubic meter – 1m³.
18. **“Tender Terms and Conditions”** shall mean a document describing the terms and conditions under which POZAGAS offers the Available Storage Capacity of the Storage Facility as well as chosen services of gas storage and specifying the commercial, business and other conditions under which services are provided and a service allocation arrangement (price tender, seniority tender).
19. **“Technical Capacity of the Storage Facility”** shall mean the maximum Working Gas Volume, maximum Injection Flow Rate and maximum Withdrawal Flow Rate that POZAGAS can provide on a fixed basis to Gas market participants for the purposes of Gas storage by Customers taking into consideration the infrastructure and operational conditions of the Storage Facility as determined by the physical characteristics of the Storage Facility and gas equipment connected to the Storage Facility.
20. **“Technical Terms and Conditions”** shall mean the document entitled “Technical Terms and Conditions of Access and Connection to the Láb 4 Natural Gas Underground Storage Facility and Operating Rules” as provided for in relevant laws and regulations which has been published on the POZAGAS website. Technical Terms and Conditions currently valid are deemed those published in given moment on POZAGAS website.
21. **“Withdrawal Curve”** shall mean the curve expressing the maximum Withdrawal Flow Rate available to the Customer on a given Gas Day under the conditions of Gas Storage Contract; this maximum Withdrawal Flow Rate shall depend on the volume of Gas currently stored for the Customer in the Storage Facility (Customer’s Gas Account balance).
22. **“Withdrawal Flow Rate”** shall mean the Gas quantity that POZAGAS can withdraw from the Storage Facility in a time unit; the Withdrawal Flow Rate shall primarily be a function of the Gas volume stored in the Storage Facility by the Customer, Gas pressure in the Storage Facility and the technical and geological characteristics of the Storage Facility and gas equipment connected to the Storage Facility.
23. **“Storage Capacity”** shall mean the capacity of the Storage Facility represented by the Working Gas Volume expressed in Sm³ or MWh, Injection Flow Rate expressed in Sm³/day or MWh/day and Withdrawal Flow Rate expressed in Sm³/ day or MWh/day.
24. **“Non-allocated Withdrawal Flow Rate”** shall mean the Withdrawal Flow Rate not contracted for the period under Gas Storage Contracts.
25. **“Non-allocated Injection Flow Rate”** shall mean the Injection Flow Rate not contracted for the period under Gas Storage Contracts.
26. **“Injection Flow Rate”** shall mean the Gas quantity that POZAGAS can inject into the Storage Facility in a time unit; the Injection Flow Rate shall primarily be a function of the Gas volume stored in the Storage Facility by the Customer, Gas pressure in the

Storage Facility and the technical and geological characteristics of the Storage Facility and gas equipment connected to the Storage Facility.

27. **“Injection Curve”** shall mean the curve expressing the maximum Injection Flow Rate available to the Customer on a given Gas Day under the conditions of the Gas Storage Contract; this maximum Withdrawal Flow Rate shall depend on the volume of Gas currently stored for the customer in the Storage Facility (Customer’s Gas Account balance).
 28. **“Implementing Regulation”** shall mean Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency.
 29. **“Customer”** shall mean a natural person or legal entity who has concluded a Gas Storage Contract with POZAGAS.
 30. **“Storage Facility”** shall mean the Láb 4 Natural Gas Underground Storage Facility and associated equipment used to provide storage of the Gas under these Rules of Operation, including the provision of associated services related to injection into the Storage Facility, withdrawal from the Storage Facility, the treatment and transport of Gas to and from the connected network.
 31. **“Party”** shall mean POZAGAS and/or the Customer.
 32. **“Contract Year”** shall mean twelve (12) consecutive calendar months.
 33. **“Gas Storage Contract”** shall mean a contract on access to the storage facility and gas storage and concluded in accordance with relevant laws and regulations under which POZAGAS provides access to the Storage Facility and Gas storage eventually other services related to Gas storage as defined in these Rules of Operations. The term shall also include the Gas Storage Contract concluded under previous Rules of Operation.
 34. **“Applicant”** shall mean a natural person or legal entity requesting POZAGAS to enable access to the Storage Facility and to provide services on the basis of the Rules of Operation.
 35. **“Application for Access to Storage”** shall mean an application for access to the storage facility and gas storage pursuant to the relevant legal regulations, by which the Applicant requests POZAGAS for access to the Storage Facility and the provision of services based on these Rules of Operation.
- (3.2) Any reference to a noun in the singular form shall include a reference to the plural form and vice versa.
- (3.3) Any reference to a third person/party shall mean any natural person or legal entity.

Article 4
Services provided in Storage Facility

- (4.1) POZAGAS shall primarily provide the following services in accordance with the Rules of Operation, Technical Terms and Conditions and/or published Tender Terms and Conditions and subject to the technical parameters of the Storage Facility:
- a) Service of Storage Capacity allocated in the form of a Bundled Unit as:
 - aa) Fixed Storage Capacity;
 - ab) Interruptible Storage Capacity;
 - b) unbundled services, mainly:
 - ba) Unbundled fixed Service in the form of a non-allocated Working Gas Volume and/or Non-allocated Injection Flow Rate and/or Non-allocated Withdrawal Flow Rate;
 - bb) Unbundled interruptible Service in the form of a Non-allocated Working Gas Volume and/or Non-allocated Injection Flow Rate and/or Non-allocated Withdrawal Flow Rate;
 - c) support services to use of Storage Capacity or its part;
 - d) additional service of the Storage Facility – Service of Gas transport to/from the connected storage;
 - e) other services in accordance with the Act No. 250/2012 Coll. on Regulation in Network Industries.
- (4.2) If in a Gas Storage Contract, which has been agreed with Customer before coming to effectivity these Rules of Operation, there is other characteristic of offered services than mentioned in these Rules of Operation, then wording in Gas Storage Contract has a priority towards these Rules of Operation.
- (4.3) POZAGAS may, upon initiative from Customer, prepare also other service related to the utilization of Storage Capacity, which is not defined above. The service must be within technical and commercial options of Storage Facility. In case of successful service testing, POZAGAS shall offer such new service, including conditions of the utilization thereof, to all its Customers for utilization.

Article 5
Service of Storage Capacity

5a)
Fixed Storage Capacity

- (5.1) A Fixed Storage Capacity, primarily provided in the form of a Bundled Unit, shall only be offered by POZAGAS subject to the concurrent availability of a Working Gas Volume, Injection Flow Rate and Withdrawal Flow Rate.
- (5.2) POZAGAS may offer a Bundled Unit in two forms:
- a) As a Seasonal Bundled Unit;
 - b) As a Flexible Bundled Unit.
- (5.3) A Seasonal Bundled Unit - specification:
- a) Service provision in a form of Long-term Service;
 - b) Determination of Working Gas Volume, Injection Flow Rate and Withdrawal Flow Rate;
 - c) Determination of Injection Curve profile and Withdrawal Curve profile;
 - d) Variable hourly flow rate during Gas Day under conditions stipulated in the Technical Terms and Conditions;
 - e) Possibility of one cycle of the injection and withdrawal of Working Gas Volume during one (1) Contract Year;
 - f) Possibility to inject Gas and withdraw Gas to/from the Storage Facility only in previously determined time intervals of the given Contract Year.
- (5.4) A Flexible Bundled Unit - specification:
- a) A Seasonal Bundled Unit in the scope as defined in the Section 5.3 a) – d);
 - b) Possibility to inject Gas and/or withdraw Gas to/from the Storage Facility at any time during a given Contract Year pursuant to the Section 18.4 of these Rules of Operations, Shutdowns and the Technical Terms and Conditions;
 - c) Possibility of more than one (1) cycle of injection and withdrawal of Working Gas Volume during one (1) Contract Year.
- (5.5) POZAGAS may also provide the Bundled Unit as a Short-term Service.

5b)
Interruptible Storage Capacity

- (5.6) POZAGAS shall offer an Interruptible Storage Capacity in form of BU if a Fixed Storage Capacity is not available at the given time or if, after evaluating its technical and operating possibilities, POZAGAS concludes that such Interruptible Storage Capacity can be allocated.
- (5.7) POZAGAS within development of Storage Capacity in line with Section 5.6 of these Rules of Operation may offer development (testing) storage capacity on an Interruptible base. Using of this development (testing) storage capacity is available on a base of binding schedule of injection executed by POZAGAS. POZAGAS has the right to change the schedule of injection

anytime depending on actual geological characteristics of the Storage Facility. The changed schedule binds Customer after it is delivered to Customer. This service is available only to Customers.

5c)

General provisions

- (5.8) A Gas Storage Contract envisaging the provision of a Fixed Storage Capacity or Interruptible Storage Capacity shall be typically concluded to commence on the first day of a calendar month typically for Contract Year or for a multiple of that period.

5d)

Further options to use Storage Capacity

- (5.9) The Customer shall determine in Application for Access to Storage required Entry-Exit (Handing-over and Acceptance) Point(s).
- (5.10) Shall the Customer have the right to utilize more Entry-Exit (Handing-over and Acceptance) Points and one of them is Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria and as a consequence of such utilization, the Cross-border utilization of Storage Facility occurs as defined in Pricelist, Customer shall pay for the Cross-border utilization of Storage Facility the price listed in the currently valid Pricelist.
- (5.11) If the Customer agreed in Gas Storage Contract to use one (1) Entry-Exit (Handing-over and Acceptance) Point, the Customer shall be entitled to request POZAGAS for provision of the right to use another Entry-Exit (Handing-over and Acceptance) Point for remuneration. Another Entry-Exit (Handing-over and Acceptance) Point, i.e. Injection Flow Rate and Withdrawal Flow Rate within diversion of the flow of Gas to other Entry-Exit (Handing-over and Acceptance) Point shall be offered by POZAGAS to Customer within Injection Flow Rate, Withdrawal Flow Rate and Working Gas Volume stipulated in the Gas Storage Contract if the operational conditions of the Storage Facility allow such service.
- (5.12) At the Customer's request, the Parties can agree that POZAGAS shall represent the Customer for remuneration in the matters of customs clearance if, based on the Gas Storage Contract, the Customer stores non-EU status Gas. Representing the Customer in the matters of customs clearance shall primarily consist in the registration of goods carried out pursuant to the authorization to simplify the release of goods (natural gas) other than Community goods transported using a simplified procedure for pipeline transport to which the transit procedure is applied and by which goods are released for customs storage in the Storage Facility as a customs warehouse, and in doing the paperwork necessary to submit a customs declaration. For the purpose of representing the Customer in the matters of customs clearance the Customer shall deliver to POZAGAS, in addition to the request, a power of attorney to represent the Customer in the matters of customs clearance according to a form published on the website of POZAGAS.

Article 6
Unbundled services – joint provisions

- (6.1) POZAGAS offers unbundled services as both Long-term Services and Short-term Services.
- (6.2) If Applicant for unbundled service at the time of filing an application is not Customer, POZAGAS, in case of the allocation of service, enters with the Applicant into the Gas Storage Contract upon fulfilment of terms and conditions under these Rules of Operation, with application of the provisions of Articles 10 through 12 of these Rules of Operation.
- (6.3) Applicant may apply for unbundled service of Injection Flow Rate and/or Withdrawal Flow Rate and/or Working Gas Volume at a maximum to the amount of Technical Capacity of Storage Facility.
- (6.4) The unbundled services according to Section 4.1b) of these Rules of Operation shall be provided by POZAGAS at prices according to the currently valid Pricelist.
- (6.5) POZAGAS shall provide information about the current Non-allocated Injection Flow Rate and/or Non-allocated Withdrawal Flow Rate and/or non-allocated Working Gas Volume for the given period including conditions for the use thereof by means of its website.

6a)
Fixed unbundled services

- (6.6) Fixed unbundled service in the form of Non-allocated Injection Flow Rate and/or Non-allocated Withdrawal Flow Rate and/or non-allocated Working Gas Volume on a fixed basis shall be allocated by POZAGAS upon request for the allocation of unbundled services.

6b)
Interruptible unbundled services

- (6.7) Interruptible unbundled services in the form of Injection Flow Rate and/or Withdrawal Flow Rate and/or Working Gas Volume are in particular any unnominated Injection Flow Rate and/or Withdrawal Flow Rate and/or Working Gas Volume of other Customers, the amount of which shall be determined by POZAGAS upon considering in particular geological and technical needs for the development of Storage Facility and economic efficiency of the operation of Storage Facility. For Interruptible unbundled service of Working Gas Volume POZAGAS shall determine the duration of service utilization.
- (6.8) Customer shall request for the allocation of interruptible unbundled service of Injection Flow Rate and/or Withdrawal Flow by sending Nomination/Renomination. The allocation of unbundled service of Injection Flow Rate and/or Withdrawal Flow Rate shall be made by POZAGAS through confirmation of the relevant Nomination/Renomination of Injection Flow Rate and/or Withdrawal Flow Rate. The allocated amount of Injection Flow Rate and/or Withdrawal Flow Rate shall be subject to invoicing for the month of which day Injection Flow Rate and/or Withdrawal Flow Rate has been confirmed.

Article 7
Support to use of Storage Capacity or its part

- (7.1) POZAGAS provides support to use of Storage Capacity or its part in particular with the utilization of the following tools:
- a) transfer of the Gas between Gas Stored Accounts within the Storage Facility,
 - b) transfer of rights and obligations from the Gas Storage Contract,
 - c) surrender of rights and obligations from the Gas Storage Contract,
 - d) transfer of Gas between Storage Facility and connected storage and vice versa,
 - e) operation of a bulletin board to publish bids for trading with Storage Capacity among gas market participants;
 - f) administrative support of financing of Customer's Gas inventory;
 - g) reporting of Customer's fundamental data to the Agency in accordance with the Implementing Regulation.
- (7.2) Details on the utilization of options under Section 7.1 a) through c) are listed in Article 26 of these Rules of Operation.
- (7.3) A transfer of Gas between Storage Facility and connected storage and vice versa is possible upon request of Customer. The Customer shall deliver the request usually at least two (2) working days in advance. Customer and POZAGAS may agree on shorter deadline. The request shall contain notably specification of the volume of Gas being transferred, specification of the Gas Storage Contract, based on which Gas is/is to be stored in Storage Facility, date of requested Gas transfer, customs statute of Gas being transferred. The provisions of Section 26.9 of these Rules of Operation shall apply also to a transfer of Gas between Storage Facility and connected storage accordingly. POZAGAS shall decide to accept this request considering current geological and technical conditions of Storage Facility and based on agreement with the operator of connected storage.
- (7.4) POZAGAS shall maintain the bulletin board to publish bids for trading of Storage Capacity on its website and allows directly gas market participants to publish offers for trading in Storage Facility on the bulletin board. Utilization of the bulletin board is not subject to special fees.
- (7.5) POZAGAS provides the service of administrative support of financing of Customer's Gas inventory, which enables optimalization of Customer's capital costs tied up in the stored Gas. Such service is provided on the basis of a trilateral agreement between POZAGAS, Customer and Customer's financing partner.
- (7.6) Pursuant to the Implementing Regulation, market participants shall report to the Agency the amount of Gas stored in the Storage Facility at the end of the gas day. POZAGAS' Customers may ensure the fulfilment of such obligation through the provision of service under Section 7.1 g) hereof, i.e. reporting of required data to the Agency by POZAGAS on behalf of the Customer.

Article 8
Service of Gas transport to/from connected storage

- (8.1) POZAGAS provides to the operator of the connected storage (NAFTA a. s., with its seat at Votrubova 1, 821 09 Bratislava, Slovak Republic, BIN: 36 286 192, registered in the Commercial Register of the District Court Bratislava I, Section: Sa, insertion No.: 4837/B, authorized for storage of Gas under the relevant legal regulations, which owns and operates storage facility immediately physically connected with the Láb 4 Underground Natural Gas Storage Facility) service of gas Transport to/from connected storage through Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria, for customers of the operator of the connected storage, i.e., for those customers which entered into contract on access to storage facility and gas storage and which meet conditions stated in relevant document of the operator of the connected storage for access to this service. The operator of connected storage shall be authorized, based on special agreement, to grant to its customers access to the Storage Facility to use the service of Gas transport to/from connected storage based on the conditions stipulated in these Rules of Operation and Technical Terms and Conditions.

Article 9
Application for Access to Storage

- (9.1) Storage services shall be provided in line with the Gas Storage Contract concluded after Available Storage Capacity or its part has been assigned based on the Application for Access to Storage submitted by an Applicant in compliance with the Tender Terms and Conditions.
- (9.2) Applicants can apply to access the Storage Facility and the storage of Gas if they meet the following terms and conditions:
- a) They shall be able to ensure Gas transport to/from the Storage Facility and to/from the connected network in accordance with the Technical Terms and Conditions;
 - b) They shall meet financial requirements in obtaining a financial security if POZAGAS requires one;
 - c) They shall be able to ensure uninterrupted operational contact with POZAGAS during the life of the Gas Storage Contract;
 - d) The application shall comply with the Technical Terms and Conditions and Tender Terms and Conditions published on the POZAGAS website.
- (9.3) POZAGAS shall publish a model Application for Access to Storage on its website. The model Application for Access to Storage shall be binding on all gas market participants.
- (9.4) If Available Storage Capacity or its part is offered, POZAGAS shall publish Tender Terms and Conditions on its website. The Tender Terms and Conditions shall provide for detailed terms of conditions of Available Storage Capacity provision and describe the procedure to be taken by Applicants. POZAGAS shall primarily offer access to the Storage Facility in the form of a public tender with terms and conditions being stipulated in the relevant Tender Terms and Conditions. POZAGAS may offer a part of Available Storage Capacity to gas market participants on the FCFS basis.

- (9.5) An Application for Access to Storage must be delivered by Applicant to POZAGAS in writing, in a form corresponding to the model application form. The Application for Access to Storage must be properly and clearly completed and signed by Applicant or their authorized representatives. The Application for Access to Storage must be delivered on time, in a manner and pursuant to the Tender Terms and Conditions.
- (9.6) Unless the Application for Access to Storage meets all requirements and/or unless the information provided in the Application for Access to Storage is complete to enable a proper review of the Application for Access to Storage; POZAGAS shall have the right to urge the Applicant to supply missing information during the Application for Access to Storage review period. POZAGAS shall not take into consideration the Application for Access to Storage until the Applicant supplies complete data or missing documents. Unless the Applicant updates the Application for Access to Storage by the deadline specified by POZAGAS, the Application for Access to Storage shall be declined. The Applicant shall be entitled to supply the missing data or documents by the deadline specified by POZAGAS.
- (9.7) POZAGAS shall publish on its website the period for accepting Applications for Access to Storage.
- (9.8) The Application for Access to Storage must be delivered to POZAGAS no later than forty (40) days prior to the commencement of the required Gas storage or by the deadline specified in the Tender Terms and Conditions. In case of Short-term Services POZAGAS may provide for a shorter deadline, with the Applicant submitting the Application for Access to Storage no later than one (1) day prior to the commencement of the required Gas storage.

Article 10

Reviewing Application for Access to Storage and allocation management of Storage Capacity

- (10.1) POZAGAS shall review an Application for Access to Storage by the deadlines as defined in these Rules of Operation or in the published Tender Terms and Conditions after receiving all information necessary for a proper review of the application.
- (10.2) POZAGAS can decline an Application for Access to Storage primarily for the following reasons:
- a) a lack of capacity in the Storage Facility and connected pertaining equipment;
 - b) if access to the Storage Facility and/or the provision of unbundled service; prevent POZAGAS from discharging their responsibilities in the general economic interest;
 - c) if POZAGAS has been temporarily exempted from the obligation of ensuring third party access to the Storage Facility;
 - d) if the request in Application exceeds the scope of the Storage Facility technical characteristics in compliance with these Rules of Operation, Technical Terms and Conditions or published Tender Terms and Conditions;
 - e) if POZAGAS does not provide or offer requested services;
 - f) the relevant Application for Access to Storage fails to meet the content requirements and it has not been updated by the Applicant within the deadline specified by POZAGAS;

- g) reasons provided for in the law, other regulations or authorizations of the relevant authorities.
- (10.3) After receiving Applications for Access to Storage in a pricing tender, POZAGAS shall rank Applications for Access to Storage under criteria primarily taking into consideration:
- a) economic efficiency characteristics of the Applicant's offer;
 - b) purpose for which Storage Capacity shall be used under the following criteria: (1) Applications for Access to Storage to ensure secure Gas supply and network balancing, (2) other Applications for Access to Storage, including Applications for Access to Storage to ensure the security and reliability of the Storage Facility
 - c) requested manner of the utilization of Storage Capacity.
- (10.4) In case of the Application for Access to Storage for Storage Capacity allocated on the FCFS basis, POZAGAS shall allocate Storage Capacity to an Applicant who first delivers POZAGAS a properly completed Application for Access to Storage and meets the service allocation terms and conditions.
- (10.5) After reviewing Applications for Access to Storage pursuant to these Rules of Operation and pursuant to published Tender Terms and Conditions, POZAGAS shall allocate Available Storage Capacity or its part to the selected Applicant no later than in ten (10) days by sending a written notice and a Gas Storage Contract proposal signed by POZAGAS and sent to the Applicant via e-mail and registered post.

Article 11 **Gas Storage Contract**

- (11.1) A Gas Storage Contract shall be concluded after the Available Storage Capacity or its part has been allocated as provided for in the Rules of Operation. POZAGAS shall deliver a Gas Storage Contract proposal together with a written notice of the Available Storage Capacity or its part allocation via e-mail and/or registered mail to an Applicant selected pursuant to Article 10 of these Rules of Operation. The day of the notice delivery to the Applicant shall be considered the day of the Available Storage Capacity or its part allocation. The Gas Storage Contract proposal shall be valid ten (10) days from the allocation date of Available Storage Capacity or its part. In case of Short-term Service the above periods shall be shortened accordingly.
- (11.2) Pursuant to Section 11.1 of these Rules of Operation, the Applicant and POZAGAS shall conclude the Gas Storage Contract within ten (10) days of the date of allocation of the Available Storage Capacity or its part. If the tenth (10th) day is a non-working day (Saturday, Sunday, public holiday or other non-working day stipulated by the relevant legal regulations in the Slovak Republic), the Customer shall be able to deliver a signed Gas Storage Contract to POZAGAS on the following working day at the latest. In case of Short-term Service the above periods shall be shortened accordingly.
- (11.3) Unless POZAGAS and the Applicant conclude a Gas Storage Contract by the deadline specified in Section 11.2 of these Rules of Operation, POZAGAS shall be entitled to allocate Available Storage Capacity or its part to other Applicants.

- (11.4) Customer shall provide to POZAGAS upon execution of the Gas Storage Contract all information and data required for the purpose to meet contractual obligations of POZAGAS (e.g., Y-EIC code of Balance group, shipper code of connected network). Customer shall grant a power of attorney to POZAGAS, if required for the purpose to meet contractual obligations of POZAGAS. If Customer fails to meet its above discussed obligations, POZAGAS shall not be held liable for a failure to meet its contractual obligations until the performance of the above obligations by Customer.
- (11.5) Any amendment to the executed Gas Storage Contract, save for cases expressly provided for in these Rules of Operation, may only be made upon consent of both Parties by the execution of an amendment to the Gas Storage Contract by the authorized representatives of both Parties.

Article 12

Allocation of unbundled services, change in manner of utilization of Storage Capacity

- (12.1) Customer shall be authorized to demand POZAGAS at any time for the term of the Gas Storage Contract for the allocation of unbundled services defined in Article 6 of these Rules of Operation or for a change in the manner of utilization of Storage Capacity.
- (12.2) POZAGAS stipulates the right to declare Tender Terms and Conditions for the allocation of unbundled services including the initial and final term for the acceptance of applications for the allocation of unbundled services.
- (12.3) The provision of unbundled services is preceded by the allocation of the relevant service based on an application for the allocation of unbundled services. Unbundled service may be allocated by the confirmation of Nomination/Renomination, by executing the Gas Storage Contract or an amendment to the Gas Storage Contract. A change to the manner of utilization of Storage Capacity is preceded by the execution of an amendment to the Gas Storage Contract. The applications under this Article and procedure in the assessment thereof shall be subject to the provisions of Articles 9 and 10 of these Rules of Operation accordingly.
- (12.4) A form of the application for the allocation of unbundled services and the application for a change in the manner of utilization of Storage Capacity shall be published by POZAGAS on its website. Such form of the application for the allocation of unbundled services and the application for a change in the manner of utilization of Storage Capacity shall be binding on all gas market participants.
- (12.5) POZAGAS shall allocate to the Applicant requested unbundled service as interruptible in case that this service is not available in a form of unbundled fixed service, the Applicant is interested in such unbundled interruptible service and POZAGAS shall decide upon the assessment of its technical – operational possibilities that it is possible to allocate unbundled service as interruptible.
- (12.6) The procedure in the execution of an amendment to the Gas Storage Contract shall be subject to the provisions of Article 11 accordingly.

Article 13
Communication and Claim procedure

- (13.1) Unless provided for otherwise in these Rules of Operation, POZAGAS and Customers shall communicate in person, by post, fax, e-mails or electronic communications through contact persons specified in the Gas Storage Contract about issues associated with the compliance with the Gas Storage Contract.
- (13.2) POZAGAS and Customers shall send all documentary correspondence, except correspondence exchanged between the dispatching of POZAGAS and Customers pursuant to these Rules of Operation, to the registered address of the other Party or the address specified in the Gas Storage Contract. POZAGAS shall accept documentary correspondence only on working days (on the territory of the Slovak Republic) during business hours (i.e., from 8 a.m. to 4 p.m.).
- (13.3) To enable Nominations and Renominations, and dealing with other operational issues (mainly regular daily and monthly reporting), the Customer shall communicate with POZAGAS using the means of communication as described in the Technical Terms and Conditions.
- (13.4) Pursuant to the Technical Terms and Conditions, the Customer shall notify POZAGAS in written without undue delay about any modifications of the contact data.
- (13.5) The Customer shall have the right to claim inadequacies of service provided by POZAGAS in a way described in Section 13.1 and 13.2 hereof within a relevant period listed in these Rules of Operation, the Technical Terms and Conditions, the Gas Storage Contract, or within the period listed in the relevant law. Claim shall contain the identification of the Customer and brief description of the claim case, otherwise the claim shall be considered as unjustified. POZAGAS shall confirm to the Customer the receipt of the claim. POZAGAS shall inform the Customer about the claim settlement within a relevant period listed in these Rules of Operation, the Technical Terms and Conditions, the Gas Storage Contract, or within the period listed in the relevant law.
- (13.6) Settlement of disputes between the Parties due to failure to comply with the contractual terms and conditions shall be ruled by the Gas Storage Contract and/or by these Rules of Operation.

Article 14
Rights and obligations of Customer and POZAGAS

- (14.1) The Customer shall primarily have the right to:
- a) use services provided by POZAGAS in accordance with the provisions of the Gas Storage Contract;
 - b) non-discriminating and transparent access to services specified in Article 5 of these Rules of Operation;
 - c) offer not used Storage Capacity or its part to another Gas market participant on the secondary market in accordance with Article 26 of these Rules of Operation;
 - d) use services of the bulletin board to publish offers for trading of Storage Capacity among Gas market participants;

- e) submit to POZAGAS a proposal for new service;
- f) give position to a proposal of commercial terms and conditions of POZAGAS and to a proposal of the changes thereof;
- g) to file the claim according to Section 13.5 of these Rules of Operation.

(14.2) The Customer shall be primarily obliged to:

- a) comply with the currently applicable Rules of Operation and Technical Terms and Conditions while using services as provided for in Article 4 of these Rules of Operation;
- b) comply with the Storage Capacity parameters contracted in the Gas Storage Contract;
- c) pay POZAGAS the price of services based on the concluded Gas Storage Contract and the currently valid Pricelist;
- d) provide POZAGAS with all information, data and documents necessary to carry out its contractual obligations and requested based on these Rules of Operation, Technical Terms and Conditions or relevant regulations and grant to POZAGAS a power of attorney if required for the purpose to meet contractual obligations of POZAGAS;
- e) declare their legal title to the Gas to be stored;
- f) maintain uninterrupted contact (including the relevant technological equipment necessary for communication) with POZAGAS through the dispatching service during the life of the Gas Storage Contract;
- g) comply with the instructions of the POZAGAS and Connected Network Operator dispatching services issued for the relevant Entry-Exit (Handing-over and Acceptance) Point or Exit (Handing-over and Acceptance) Point in case of a state of crisis;
- h) to provide cooperation to POZAGAS in case of flow rate change or Gas flow direction change necessity.

(14.3) POZAGAS shall primarily have the right to:

- a) receive consideration for services pursuant to the Gas Storage Contract and the currently valid Pricelist;
- b) define Tender Terms and Conditions for selected services to be provided by POZAGAS;
- c) require information and cooperation from the Customer necessary for the proper provision of POZAGAS services;
- d) require a financial security pursuant to Article 24 of this Rules of Operation;
- e) create a substitute schedule fulfilment of Nominations, or Renominations including the term of its fulfilment in case of necessity to change the amount or physical Gas flow direction change and adjust this substitute schedule as close as possible to the original one for the given Gas Day. Designation of substitute schedule shall not be deemed as a breach of Gas Storage Contract by POZAGAS
- f) to unilaterally adjust the price in accordance with section 22.4 of these Rules of Operation.

(14.4) POZAGAS shall be primarily obliged to:

- a) stipulate commercial and technical terms and conditions for the provision of services set out in Article 4 of these Rules of Operation and if necessary to modify them accordingly;
- b) off take Gas volumes delivered by the Customer at Entry-Exit (Handing-over and Acceptance) Points, store and redeliver the said Gas volumes to the Customer at Entry-Exit (Handing-over and Acceptance) Points under the terms and conditions provided for in these Rules of Operation, Technical Terms and Conditions or Gas Storage Contract;
- c) comply with Gas quality indicators at Entry-Exit (Handing-over and Acceptance) Points at the exit from the Storage Facility pursuant to the Technical Terms and Conditions;
- d) maintain the Withdrawal Flow Rate up to the pressure level at Entry-Exit (Handing-over and Acceptance) Points at the exit from the Storage Facility pursuant to the Technical Terms and Conditions;
- e) ensure Gas measurements pursuant to the Technical Terms and Conditions;
- f) notify Customers about the scope and dates of the Shutdown while providing adequate lead times;
- g) maintain Customer Gas Stored Account;
- h) provide gas market participants with information necessary to gain access to the Storage Facility;
- i) ensure a long-term and efficient development of the Storage Facility with a view to environment protection requirements;
- j) provide the Connected Network Operator with information and cooperation at Entry-Exit (Handing-over and Acceptance) Points to ensure interoperability of the connected network;
- k) comply with quality standards for gas storage, regularly assess the same, to publish such assessment and all this in a manner and periods pursuant to applicable legal regulations and pay to the Customer a compensatory payment in any failure to meet quality standards in cases and under conditions provided for in applicable legal regulations.

Article 15

Limitation or interruption of storage services

(15.1) In instances listed below POZAGAS shall have the right to limit or interrupt Gas storage services to an extent and for a period deemed essential without other rights and obligations of the Parties being prejudiced and without the Customer being entitled to indemnification, except when damage is caused by POZAGAS:

- a) when human lives, health or property are jeopardized or when the causes of such circumstances are being addressed;
- b) in case of state of crisis in the gas sector and preventing the state of crisis in the gas sector, including state of emergency and issuance of a decision under Section 67 (8) of Act No. 251/2012 Coll. on Energy and on the amendment of certain laws as amended;
- c) during accidents or malfunctioning of gas facilities and when dealing with the aftermath of such events;

- d) when carrying out planned refurbishment, upgrades, repairs, maintenance and inspection of Storage Facility equipment during the Shutdown;
 - e) in cases of the Customer's non-compliance with the terms and conditions provided for in the Gas Storage Contract;
 - f) if a Gas Storage Contract has been concluded envisaging the right to interrupt services;
 - g) under force majeure circumstances;
 - h) for reasons specified in Technical Terms and Conditions.
- (15.2) In a situation where storage services are limited or interrupted for reasons specified in Section 15.1 d) of these Rules of Operation, POZAGAS shall be obliged to notify the Customer in writing about the commencement and termination of the limitation or interruption of Gas storage services at least fifteen (15) days in advance. If the limitation or interruption of the storage services according to the previous sentence is caused by the limitation on the equipment of the Connected Network Operator or Interconnected Network Operator, POZAGAS shall inform the Customer in written about the commencement and termination of the limitation or interruption of Gas storage services without undue delay after POZAGAS gets notified about such limitation from Connected Network Operator or Interconnected Network Operator. In instances defined in Sections 15.1 a) through c) and e) through g) of these Rules of Operation, POZAGAS shall inform the Customer about the limitation or interruption of Gas storage services without undue delay.
- (15.3) Should damage occur on the Customer's side as a result of the limitation or interruption of Gas storage services and in instances defined in Section 15.1 of these Rules of Operation, the affected Customer shall have the right to demand from POZAGAS indemnification of actual damage and lost earnings only if POZAGAS fails to fulfil the reporting obligation pursuant to Section 15.2 of these Rules of Operation.
- (15.4) After the causes of the Gas storage services limitation or interruption have been eliminated, POZAGAS shall renew the provision of Gas storage services without undue delay. POZAGAS shall make adequate efforts to minimize the duration of Gas storage services limitation or interruption.

Article 16

Information and documents to be published

- (16.1) POZAGAS shall primarily publish on its website information about:
- a) Current Technical Capacity of the Storage Facility broken down into its individual elements;
 - b) Current Available Storage Capacity of the Storage Facility broken down into its individual elements;
 - c) Total Storage Capacity agreed under Gas Storage Contracts broken down into its individual elements;
 - d) Available fixed unbundled service for the specified period;
 - e) Available unbundled service on an interruptible basis for the specified period;
 - f) Annual Storage Facility Shutdown Plan and Storage Facility Maintenance Plan that may impact on the Storage Capacity and service quality;

- g) Planned modifications of the Storage Capacity of the Storage Facility;
- h) Application of regulated access to the Storage Facility or negotiated access to the Storage Facility.

(16.2) POZAGAS shall publish on its website the currently valid wording of documents, such as:

- a) the Rules of Operation;
- b) the Technical Terms and Conditions;
- c) the Tender Terms and Conditions if a tender is announced;
- d) the model Application for Access to Storage;
- e) the model Application for the allocation of unbundled services;
- f) the model Application Requesting the Transfer of Rights and Obligations;
- g) the model Gas Storage Contract;
- h) the model Power of Attorney Form in respect of representation for customs declarations;
- i) the Entry-Exit (Handing-over and Acceptance) Points, layout;
- j) the Aggregated summary data on the use of the Storage Facility on a daily and weekly basis;
- k) The Pricelist;
- l) Evaluation of Gas storage quality standards for the preceding year.

Article 17 **Gas quality and pressure**

- (17.1) Qualitative Gas parameters and the manner of the determination and control thereof are defined in Technical Terms and Conditions.
- (17.2) Gas supplied by the Customer to POZAGAS at the Entry-Exit (Handing-over and Acceptance) Points as well as Gas redelivered by POZAGAS to the Customer shall at any time meet the specifications stipulated in the Technical Terms and Conditions.
- (17.3) If the Customer supplies Gas to the Entry-Exit (Handing-over and Acceptance) Point in quality and at pressures that do not meet the specifications according to Section 17.1 of these Rules of Operation, POZAGAS shall be entitled to limit or interrupt the provision of services.
- (17.4) If the qualitative parameters of the Gas being withdrawn are not in line with the parameters defined in Technical Terms and Conditions, POZAGAS shall promptly notify the Customer of any occurred deviation and the Customer shall be entitled to reject the acceptance of such Gas.

Article 18 **Nominations and Renominations**

- (18.1) The Customer shall provide POZAGAS no later than before a service is actually provided in the given Contract Year, information about the anticipated use during the given Contract Year of the Storage Capacity as agreed under the Gas Storage Contract; this information shall be broken down into calendar months.

- (18.2) During the life of the Gas Storage Contract, the Customer shall notify POZAGAS by means of Nominations and/or Renominations of their requirements regarding the injection or withdrawal of the Working Gas Volume in the form and manner specified in the Technical Terms and Conditions. Based on relevant Gas Storage Contract, the Customer shall be entitled to request only one direction of gas flow for given time period, i. e. injection or withdrawal of Gas.
- (18.3) Nominations and/or Renominations shall be in compliance with the terms and conditions specified in these Rules of Operation and in the Technical Terms and Conditions. A non-compliant Nomination and/or Renomination will not be confirmed by POZAGAS. The Customer shall nominate an Injection Flow Rate or Withdrawal Flow Rate consistent with the Nominations and/or Renominations communicated to the Connected Network Operator under the relevant contract. Failing that, POZAGAS shall modify the Customer's Nomination and/or Renomination based on rule of acceptance of lower nominated value ("lesser rule").
- (18.4) The Customer shall be entitled to nominate the injection of Gas, i.e. disposes of the Injection Flow Rate, until such time that the balance of Gas Stored Account on the given Gas Day in the given Contract Year reaches value of the maximum Working Gas Volume agreed in the Gas Storage Contract.

POZAGAS shall accept, from Customer and shall store during each Gas Day of the Contract Year, for which the Customer requests so, except for Shutdowns, such Gas quantity, which in aggregate does not exceed the maximum Daily Injection Flow Rate or maximum hourly Injection Flow Rate applicable to the given Gas Day based on the confirmed Customer's Nomination/Renomination by the Storage Facility Operator according to this Gas Storage Contract under the condition that stored Gas volume is equal to the Working Gas Volume according to this Gas Storage Contract.

The Customer shall be entitled to nominate the withdrawal of Gas, i.e. disposes of the Withdrawal Flow Rate, until such time that the Customer's Gas Stored Account balance, expressed in MWh reaches zero (0) MWh.

POZAGAS shall withdraw, and deliver to the Customer during each Gas Day of the Contract Year, for which the Customer requests so, except for Shutdowns, such Gas quantity, which in aggregate does not exceed the maximum Daily Withdrawal Flow Rate or maximum Hourly Withdrawal Flow Rate applicable on the given Gas Day based on the confirmed Customer's Nomination/Renomination by POZAGAS according to the Gas Storage Contract, until the stored Gas volume of Customer remains not lower than zero (0) MWh or equal to zero (0) MWh.

- (18.5) Customer shall be entitled to change its Nomination based on Renomination forwarded to POZAGAS in periods specified in Technical Terms and Conditions.
- (18.6) Renomination supplied by Customer to POZAGAS after the last period for its delivery pursuant to Technical Terms and Conditions, need not be accepted by POZAGAS. In case that POZAGAS accepts the Renomination delivered by Customer after the last period for its delivery pursuant to Technical Terms and Conditions, POZAGAS shall make reasonable efforts to perform the Renomination to the required extent.

- (18.7) POZAGAS shall confirm, or modify Nomination and/or Renomination in the form and manner pursuant to Technical Terms and Conditions.
- (18.8) If Customer is in emergency and must reduce from its side the quantity of Gas being injected or withdrawn confirmed by POZAGAS, then POZAGAS shall accept such reduction in quantity by Customer. POZAGAS shall make reasonable efforts to perform such reduction to the extent required by Customer. For the avoidance of any doubts, the state of emergency for purposes of this Section is such a situation, the failure of which to solve such situation would lead to the endangerment of operation of a connected network or Storage Facility.
- (18.9) Customer shall be entitled to entrust a third person to send Nominations and/or Renominations to POZAGAS. Customer shall be obliged to notify POZAGAS in writing of the granting of authorization, its extent, change or recall without undue delay, no less than three (3) days prior to the authorization, change in the authorization or its recall become effective.
- (18.10) Details on the application of Nomination and Renomination are specified in the Technical Terms and Conditions.
- (18.11) POZAGAS shall be entitled to delegate performance of a certain dispatching activities to the operator of the connected storage, including receipt and processing of the Nominations and Renominations of Customers in the name and on behalf of POZAGAS.

Article 19

Title to Gas, risk of loss of Gas

- (19.1) Customer may only store such Gas, with which it is entitled to dispose of under the Gas Storage Contract. Customer shall be obliged to compensate POZAGAS for all costs, expenses for litigations and claims lodged by third parties as a result of misrepresentation in this respect.
- (19.2) The risk of loss of Gas (liability for the occurrence of damage to Gas), that Customer shall deliver to POZAGAS, shall be transferred to POZAGAS in the Entry-Exit (Handing-over and Acceptance) Point defined in the Gas Storage Contract.
- (19.3) The risk of loss of Gas (liability for the occurrence of damage to Gas), that POZAGAS shall redeliver to Customer, shall be transferred to Customer in the Entry-Exit (Handing-over and Acceptance) Point defined in the Gas Storage Contract.
- (19.4) POZAGAS shall not become the owner of Gas delivered by Customer for storage.
- (19.5) Customer expressly authorizes POZAGAS to mix its Gas with Gas of third persons having access to Storage Facility as well as with Gas of Storage Operator.

Article 20

Entry-Exit (Handing-over and Acceptance) Points of Storage Facility

- (20.1) Entry-Exit (Handing-over and Acceptance) Point of Storage Facility shall mean the point at which Gas is delivered or redelivered between POZAGAS and the Customer or vice versa.

Exit (Handing-over and Acceptance) Point of Storage Facility shall mean the point at which Gas is delivered or redelivered specifically from POZAGAS to the Customer.

- (20.2) Via Entry-Exit (Handing-over and Acceptance) Point Transmission Network Slovak Republic is secured access of the user of the transmission network on the territory of the Slovak Republic to the storage services provided by POZAGAS. Entry-Exit (Handing-over and Acceptance) Point Transmission Network Slovak Republic. The place at which the Gas passes from/to the Storage Facility to/from the facilities owned by the operator of the Transmission Network of the Slovak Republic shall be deemed the place of physical hand-over/acceptance of the Gas.
- (20.3) Via Exit (Handing-over and Acceptance) Point Distribution Network Slovak Republic is secured access of the user of the distribution network on the territory of the Slovak Republic to the storage services provided by POZAGAS at Gas withdrawal from the Storage Facility. The place at which the Gas passes from/to the Storage Facility to/from the facilities owned by the operator of the Distribution Network of the Slovak Republic shall be deemed the place of physical hand-over/acceptance of the Gas.
- (20.4) Via Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria is secured access of the user of the Market Area East on the territory of Austria to the storage services provided by POZAGAS with the place of physical hand-over/acceptance of Gas at the WAG/MAB interconnection point in the territory of Austria.
- (20.5) The responsibility of POZAGAS for the quantity, quality and pressure of Gas physically withdrawn from the Storage Facility shall continue by the time when that Gas is physically transferred from the Storage Facility to the connected network, i.e. when it is received by the connected network operator.
- (20.6) POZAGAS shall not be liable for any violation of conditions of transmission, distribution, storage and other contracts executed between the Customer and a third party, regardless of the fact whether this relates to the violation of obligations by the Customer and/or a by third party.

Article 21 Gas Stored Account

- (21.1) POZAGAS shall maintain a Gas Stored Account for the needs of the Customer. The Gas Stored Account shall be maintained in energy units (MWh).
- (21.2) The quantity of Gas accepted by POZAGAS from the Customer at Entry-Exit (Handing-over and Acceptance) Points or transferred quantities according to the section 26.9 of these Rules of Operation shall be credited to the Customer's Gas Stored Account according to the allocation of the quantity of Gas at respective Entry-Exit (Handing-over and Acceptance) Points on entry into the Storage Facility.
- (21.3) The quantity of Gas redelivered by POZAGAS to the Customer at Entry-Exit (Handing-over and Acceptance) Points or transferred quantities according to the section 26.9 of these Rules of Operation shall be debited to the Customer's Gas Stored Account according to the allocation

of quantity of Gas at respective Entry-Exit (Handing-over and Acceptance) Points on exit from the Storage Facility.

- (21.4) POZAGAS shall submit to the Customer, no later than by the eighth (8th) working day of every calendar month, an overview of Gas quantities injected and withdrawn during the preceding calendar month and, at the same time, a summary overview of the Gas quantities injected and withdrawn according to the balance in the Customer's Gas Stored Account as of the end of the given calendar month, i.e. the monthly balance in the Customer's Gas Stored Account. The Customer shall approve the monthly overview. Should the Customer disagree with the monthly overview, the Customer shall present and justify its reservations. The Parties shall be obliged to discuss such reservations, so that the monthly overview can be approved within one month of being first submitted to the Customer for approval. If the Customer does not object against the monthly overview in writing within one (1) month of its submission by POZAGAS, the consent of the Customer with the monthly overview shall be deemed granted.

Article 22

Pricing

- (22.1) The prices of services provided by POZAGAS or their computation method shall be as specified in the currently valid Pricelist.
- (22.2) The costs of the Gas used for the own consumption of Storage Facility equipment shall be included in the price of the service except Gas Storage Contract stipulates otherwise.
- (22.3) In line with applicable Slovak law or the relevant Gas Storage Contract, value-added tax (VAT) shall be added to the price provided for in the Pricelist.
- (22.4) In case that in period after conclusion of the Gas Storage Contract an introduction of any new taxes, increase of existing taxes, custom duties or other fees (hereinafter "Fees") based on legislative changes occur, that POZAGAS shall have to bear during provision of services to the Customer based on the Gas Storage Contract, POZAGAS is entitled to unilaterally increase the price agreed in Gas Storage Contract in the explicit extent respective to such new Fees, i.e. respective to the difference between the original amount of such Fees and the new one.

POZAGAS is obliged in case of exercising the right according to abovementioned to notify the Customer without undue delay by written notification about commencing of the right exercise, containing the exact and complete information about the price modification and the reason of the price modification, along with the evidence of the reason for such price modification.

Article 23

Invoicing and payment terms

- (23.1) The invoicing period of the Gas Storage Contract shall be one calendar month.

- (23.2) POZAGAS shall issue and send the Customer an invoice no later than on the fifteenth (15th) day of the calendar month for the preceding calendar month. In case of mutually related services it is possible to issue for such services also one aggregate invoice. If the financial security was agreed in the form of an advance payment under Section 24.1 b) hereof, POZAGAS shall issue an advance invoice for the advance payment no later than 20 days prior to the beginning of service provision according to the Gas Storage Contract.
- (23.3) The invoice shall be payable by fourteen (14) calendar days after the invoice has been drawn. If the fourteenth (14th) day is non-working day (Saturday, Sunday and public holiday or other non-working day stipulated by the relevant legal regulations in the Slovak Republic), the invoice shall be payable on the next working day.
- (23.4) The financial obligation of the Customer shall be deemed fulfilled on the day the amount due debited to the Customer's account is credited to the account of POZAGAS.
- (23.5) If the Customer believes that the invoiced amount is incorrect, the Customer shall be required to pay the invoiced amount regardless and within thirty (30) days upon delivery of the invoice file a complaint with POZAGAS concerning the invoice. Customer is obliged to specify in the complaint detailed reasons of this file and state incompatibilities of invoice with the Rules of Operation or Gas Storage Contract. POZAGAS shall be obliged to inform the Customer within thirty (30) days of receiving the complaint of an invoice under the foregoing sentence about the way of resolving this complaint and resolve the complaint. If POZAGAS reviews the complaint and concludes that it is justified, POZAGAS shall issue a restated invoice. If the incorrectly invoiced amount is greater than the actual price of services provided to the Customer, POZAGAS shall refund the Customer the difference between the incorrectly invoiced amount and the actual price of the services provided to the Customer. If, based on the complaint regarding the invoice or following its own inquiry, POZAGAS concludes that the invoiced amount in the issued invoice is less than the actual price of services provided to the Customer; POZAGAS shall issue an additional invoice in respect of the difference between the actual price of services and the invoiced amount. The provisions of this Article hereof shall apply mutatis mutandi to the additional invoice.
- (23.6) If the Customer fails to pay the invoiced amount or its part when the invoice is due, POZAGAS shall charge the Customer a late payment interest as listed in the Pricelist. Interest for delay shall be payable within fourteen (14) days upon delivery of an invoice (the settlement of interest for delay) to the Customer which is in delay with payment of its financial obligations.
- (23.7) The Pricelist shall provide for further details regarding the invoicing and payment terms as well as the procedure for serving invoices.

Article 24 Financial Security

- (24.1) Pursuant to the Gas Storage Contract, the Customer shall be obliged to provide POZAGAS with a financial security to secure its payment obligations under the Gas Storage Contract, if POZAGAS requires such financial security. The Customer shall provide financial security in the form of:

- a) a bank guarantee,
- b) an advance payment, or
- c) a guarantee of a parent company or other company of Customer's group ("**parent company guarantee**").

(24.2) The Customer shall provide the financial security to POZAGAS no later than during signing of Gas Storage Contract or other date determined by POZAGAS. Failing that, POZAGAS shall not be obliged to render Storage Services to the Customer and shall be entitled to give notice terminating the Gas Storage Contract.

(24.3) Attributes of a financial security according to Article 24.1 a) of these Rules of Operation:

- a) The amount of the bank guarantee shall be equal to at least a three-month payment obligation of the Customer vis-à-vis POZAGAS pursuant to the Gas Storage Contract;
- b) The bank guarantee shall be valid as of the date of signing the Gas Storage Contract or a later date determined by POZAGAS and effective as of the first date of the service provision according to the Gas Storage Contract;
- c) The bank guarantee shall be valid until at least the end of the second month following the termination of the Gas Storage Contract effectiveness. In case of Gas Storage Contract duration longer than five (5) years, the Customer is entitled to submit the bank guarantee valid at least first five (5) years, according to Section 24.1 of these Rules of Operation. At least six (6) months prior to expiration of first five (5) years of Gas Storage Contract effectiveness Customer shall submit the bank guarantee valid for the next term in duration of minimum five (5) years, eventually to the expiration of Gas Storage Contract effectiveness with the respect of first sentence of this Section;
- d) The bank guarantee shall be issued with POZAGAS as the beneficiary;
- e) The bank guarantee shall be payable to the bank account of POZAGAS without any objection within five (5) working days (days except for Saturday, Sunday, public holiday or other non-working day stipulated by the relevant legal regulations in the Slovak Republic) of the notice from POZAGAS being received and without any preceding notice by POZAGAS requesting that the Customer fulfil their obligations;
- f) The bank guarantee shall be irrevocable;
- g) For the long-term Gas Storage Contracts the amount of bank guarantee shall be adjusted for each year due to escalating formula stated in the Gas Storage Contract.

(24.4) Conditions of an advance payment under Section 24.1 b) hereof are as follows:

- a) the minimal amount of an advance payment shall be at least in the amount of Customer's three months payment obligations towards POZAGAS under the Gas Storage Contract, including value added tax (VAT),
- b) the advance payment shall be used for the payment of price for the last three months of Gas Storage Contract's term and shall also be used in its full amount to secure the Customer's payment obligations under the Gas Storage Contract,
- c) the advance payment shall be used for the payment of price for the last three months of the Gas Storage Contract's term provided that the advance payment is in the amount of Customer's three months' payment obligations (i.e. an advance payment is not drawn by POZAGAS as a financial security),

- d) if the advance payment is used by POZAGAS as a financial security under Article 24 hereof and/or the Customer does not duly replenish the advance payment, POZAGAS shall be entitled to request from the Customer a payment (issue an invoice) of the price in the amount pursuant to the Gas Storage Agreement,
 - e) POZAGAS shall inform the Customer in writing about the use of an advance payment to cover Customer's outstanding obligations in accordance with the Section 24 hereof,
 - f) no interest rate or interest payment shall apply in connection with the advance payment.
- (24.5) With POZAGAS's prior consent the Customer is entitled to provide the financial security in the form of a parent company guarantee under Section 24.1 c) hereof whereas POZAGAS shall provide such consent on the basis of financial capacity evaluation of the Customer and of the company providing the parent company guarantee. The parent company guarantee may be provided only by a company having a minimum rating of BBB- (Triple B minus) pursuant to the standards of the rating agency "Standard & Poor's" respectively an equivalent minimum rating given by the rating agencies "Moody's" or "Fitch". Provisions of Section 24.3 a) to g) hereof shall apply to the parent company guarantee accordingly.
- (24.6) POZAGAS shall not have the right to use the financial security until fifteen (15) days expire after the due date of an invoice issued under the Gas Storage Contract.
- (24.7) If at least a part of the financial security amount is spent, POZAGAS shall have the right to request the Customer to replenish the financial security up to the initial amount. The financial security shall be replenished within fifteen (15) days of POZAGAS has made the request for replenishment of the financial security. If the Customer fails to replenish the financial security up to the amount pursuant to Section 24.3 a) or 24.4 a) hereof, POZAGAS shall proceed pursuant to Section 25.4 hereof.
- (24.8) To secure claims on the Customer, POZAGAS shall have the retention right in respect of the Customer's stored Gas.

Article 25

Termination of contractual relations

- (25.1) The Customer shall be obliged to withdraw from the Storage Facility, as of the expiration date of the Gas Storage Contract, the whole volume of Gas, unless agreed otherwise with POZAGAS.
- (25.2) If no agreement is reached between POZAGAS and the Customer pursuant to Article 25 paragraph 1 hereof and the Customer fails to use the option of assigning the ownership of the Gas stored in the Storage Facility to another Customer pursuant to Article 26 hereof, POZAGAS shall have the right to sell the Gas not withdrawn on behalf of the Customer and shall be obliged to transfer to the account of the Customer the earnings from such a sale less the rightful claims of POZAGAS.
- (25.3) The rightful claims of POZAGAS pursuant to Section 25.2 hereof shall include mainly the price of storage of such Gas in the Storage Facility for the period from the end of effectiveness of the Gas Storage Contract until the date of sale of the Gas at issue, the costs incurred in selling the Gas at issue or other accounts receivable or claims of POZAGAS on the Customer

in connection with, or arising out of, the Gas Storage Contract and any loss incurred by POZAGAS due to the failure to withdraw the Gas at issue.

- (25.4) If the Customer fails to pay their financial obligations under the Gas Storage Contract for more than one (1) month after they fall due, POZAGAS shall have the right to suspend the provision of Gas storage services and to terminate the Gas Storage Contract with a notice period of twenty (20) days. The notice period shall commence on the day following the day on which the written termination notice is served on the Customer.
- (25.5) POZAGAS in view of the need to use the Storage Facility in cycles of injection and withdrawal necessary to maintain the geological conditions of the Storage Facility shall also have the right to terminate the Gas Storage Contract with a notice period as provided for in Section 25.4 hereof if the Customer fails to comply with the Storage Capacity parameters contracted in the Gas Storage Contract for more than six (6) consecutive months.
- (25.6) POZAGAS shall also have the right to terminate the Gas Storage Contract with a notice period as provided for in Section 25.4 hereof if the Customer has been declared bankrupt, if bankruptcy or restructuring proceedings have been initiated against their property or if a bankruptcy petition filed by the Customer has been rejected on grounds of insufficient assets on the part of the Customer, the Customer is in liquidation and where the Customer is a foreign entity, POZAGAS shall have this right under similar circumstances in the state where the Customer has their registered office, place of business.
- (25.7) The Customer shall be entitled to withdraw from the Gas Storage Contract within one (1) month upon a failure to meet material contractual obligations from the side of POZAGAS. A failure to meet material contractual obligations from the side of POZAGAS is any situation in which concurrently:
- a) in a period of three (3) months POZAGAS has repeatedly failed to perform duly confirmed requirements for injection or withdrawal unreasonably or for reasons other than the reasons specified in these Rules of Operation, and
 - b) POZAGAS failed to provide/offer for a failure to perform such requirements any substitute performance or other compensation, and
 - c) the reason of a failure to perform requirements from the side of POZAGAS has not been caused by the Customer or the Connected Network Operator, and
 - d) the Customer requested POZAGAS in writing to remove defects within a reasonable period of time with a notice of the possibility to withdraw from the Gas Storage Contract.
- (25.8) Upon delivery of a written notice of withdrawal from the Gas Storage Contract under Section 25.7 of these Rules of Operation to POZAGAS, the Gas Storage Contract shall be terminated as of this written notice is received except for those provisions which given to their nature are to survive also termination of the Gas Storage Contract. The Parties shall not return performance provided each other prior to withdrawal from the Gas Storage Contract. A withdrawal from the Gas Storage Contract shall not affect the validity of claims incurred under the Gas Storage Contract prior to withdrawal from the Gas Storage Contract.

Article 26

Transfer of rights and obligations, surrender of rights and obligations and transfer of ownership title to the Gas

- (26.1) The Customer shall be entitled to enable a third person to use Storage Capacity agreed in the Gas Storage Contract or a part thereof with the parameters as defined in the Gas Storage Contract by
- a) Transferring rights and obligations of the Gas Storage Contract or
 - b) Surrendering rights and obligations arising out of the Gas Storage Contract.
- (26.2) The transfer of rights and obligations under the Gas Storage Contract from the Customer to a third party shall be subject to written consent by POZAGAS.
- (26.3) The transfer of rights and obligations under the Gas Storage Contract shall be carried out based on a joint request by the Customer and a third party for the transfer of rights and obligation (a model joint request form has been published on the POZAGAS website) addressed to POZAGAS. The request shall contain the specifics of the rights and obligations to be transferred. The written request form regarding the transfer of rights and obligations signed by the Customer and the third party shall be delivered to POZAGAS no later than two (2) weeks prior to the day when the transfer is to be effective, unless the Parties agree otherwise.
- (26.4) If a third party has not concluded a Gas Storage Contract with POZAGAS, the third party shall submit, together with the request to transfer rights and obligations, all documents pursuant to Article 9 hereof. If the required documents are incomplete or altogether missing, POZAGAS shall proceed as provided for in Section 9.6 hereof.
- (26.5) After examining the request to transfer rights and obligations and documents pursuant to Article 30 paragraph 4 hereof, POZAGAS shall notify the Customer and the third party in writing, no later than one (1) week prior to the day when the transfer is to be effective, of their opinion concerning the transfer of rights and obligations between the Customer and the third party. If their opinion is positive, POZAGAS shall also submit to the third party a Gas Storage Contract proposal reflecting the rights and obligations transferred from the Customer to the third party pursuant to the parameters of the joint request for the transfer of rights and obligations as specified in Section 26.3 hereof.
- (26.6) An addendum to the Gas Storage Contract shall be executed with the Customer who has transferred the rights and obligations under the Gas Storage Contract with POZAGAS amending the Gas Storage Contract to reflect the rights and obligations transferred to the third party; the addendum shall be effective on the day when the third party assumes such rights and obligations.
- (26.7) The transfer of rights and obligations from the Customer to the third party shall only become effective subject to the concomitant signature of both the Gas Storage Contract between POZAGAS and the third party as a new Customer according to Section 26.5 hereof and the addendum to the Gas Storage Contract between POZAGAS and the Customer according to Section 26.6 hereof, prior to the required effectiveness of a transfer of rights and obligations to a third person. The transfer of rights and obligations shall not be deemed legally effective

until such time that all the conditions precedent are fulfilled; pending that, the legal status shall remain unchanged and taken legal act, if any, in this matter shall not become effective.

- (26.8) The Customer shall be entitled to surrender Storage Capacity agreed in the Gas Storage Contract or a part thereof to a third party. This shall be without the prejudice to rights and obligations of the Customer vis-à-vis POZAGAS based on the concluded contractual relationship and the third person shall not acquire any legal entitlement to the rights and obligations of the Customer based on the Gas Storage Contract. The Customer shall make Nominations or Renominations for and on behalf of the third person. The provision of Section 19.1 of these Rules of Operation shall not be affected thereby.

A surrender of rights and obligations under the Gas Storage Contract shall be made on the basis of a joint request for surrender of rights and obligations of the Customer and a third party (a sample request is published on POZAGAS website) addressed to POZAGAS specifying detailed parameters of the subject-matter of surrender of rights and obligations. The written request for surrender of rights and obligations signed by the Customer and a third party must be delivered to POZAGAS at least one (1) week before the date on which the surrender shall become effective, unless POZAGAS, Customer and third party agree otherwise.

A surrender of rights and obligations under the Gas Storage Contract from the Customer to a third party is subject to POZAGAS's written consent.

- (26.9) The Customer shall have the right to transfer the Gas stored in the Storage Facility or connected storage facility to another Gas Stored Account in the Storage Facility or connected storage facility under following conditions:
- The Customer transferring the Gas shall have the right to dispose with the Gas;
 - The Customer transferring the Gas shall have the Gas stored quantity equal to at least the quantity of Gas being transferred. The volume of the transferred Gas shall be deemed the Gas withdrawn by the Customer who is transferring the Gas;
 - The Customer accepting the Gas shall have a not used Working Volume equal to at least the volume of accepted Gas. The volume of accepted Gas shall be assigned to the Gas Stored Account of the Customer accepting the Gas.

Customers shall jointly notify POZAGAS, in advance and in writing, of the volume of Gas being transferred in MWh and the effective date of transfer. POZAGAS shall modify both accounts of the Gas Stored Accounts on the date indicated in the written notice or on the Gas Day following the one on which the notice is served if the notice does not indicate the effective date of the Gas transfer.

If the condition provided for in subsection c) of this paragraph of the Rules of Operation is not complied with, the transfer of Gas stored in the Storage Facility shall also include the surrendering of the relevant Working Gas Volume between the Customers concerned or Gas Storage Contracts concerned. Customers shall jointly notify POZAGAS, in advance and in writing, of the volume of Gas being transferred, the surrendered Working Gas Volume and the effective date of transfer. POZAGAS shall modify the Gas Stored Accounts on the date indicated in the written notice or on the Gas Day following the one on which the notice is served if the notice does not indicate the effective date of Gas transfer. If the Customer who accepted the Gas stored in the Storage Facility is interested also in its withdrawing in given

contracted period, the Customer shall be additionally obliged to arrange for relevant amount of Withdrawal Flow Rate.

POZAGAS shall reserve the right not to apply changes to the Gas Stored Accounts if the Customers concerned fail to fulfil all of their reporting obligations as set forth above.

If the Customer wishes to transfer the Gas to a third party who is not a Customer of POZAGAS, Sections 26.3 through 26.7 hereof shall be applied mutatis mutandi.

Article 27

Force majeure

- (27.1) The obligated Party affected by the circumstances of force majeure i.e., by obstacles which have occurred independent upon its will (for example, natural disasters, floods, earthquake, landslide, war or situations similar to war, fire, explosions, terroristic attacks as so forth), and prevent it from the performance of contractual obligations, if it cannot be reasonably expected that the obligated Party would revert or overcome such obstacle or its consequences, and further that it would forecast such obstacle at the time of an occurrence of the obligation, shall notify the other Party in writing and without undue delay of the details of such force majeure event, the estimated scope and duration of such inability to fulfil its commitments, and shall make a declaration describing any necessary action taken to mitigate or eliminate force majeure effects and consequences.
- (27.2) If an event of force majeure lasts for more than six (6) months, the Parties shall, unless agreed otherwise, discuss the dates and terms and conditions of a possible termination of the Gas Storage Contract.

Article 28

Confidentiality

- (28.1) All contractual terms and conditions as well as the provisions of the Gas Storage Contract shall be deemed strictly confidential and it shall be inadmissible to disclose such information to any third party.
- (28.2) A Party shall be entitled to pass confidential information to its representatives (in particular in respect to the procedure under Sections 11.4 and 18.9 of these Rules of Operation), authorized individuals or employees who must learn such confidential information in order to fulfil the conditions of the Gas Storage Contract or third persons in the procedure under Article 26 of these Rules of Operation. Such representatives, authorized individuals and employees, however, must agree in advance to be bound by confidentiality requirements even after they cease to act as representatives, authorized individuals or employees of the respective Party, in case of third persons under Article 26 of these Rules of Operation the confidentiality must be ensured also for the event that the intended procedure under Article 26 of these Rules of Operation shall not happen at all. POZAGAS is entitled to make confidential information available to the operator of the connected storage in connection with performance of certain dispatching activities under Section 18.11 hereof. The operator of the connected storage must be obligated to maintain confidentiality of the confidential information which it learned as a

result of performing dispatching activities, even if it stops performing dispatching activities for POZAGAS under Section 18.11 hereof.

- (28.3) The non-disclosure obligation shall remain in force for five (5) years following the termination of the effectiveness of the Gas Storage Contract.
- (28.4) The provision of Section 28.1 hereof shall be without prejudice to the disclosure of any confidential information by a Party upon request made by a public authority if relevant laws and regulations explicitly empower the public authorities to obtain such information or where the disclosure of confidential information is prescribed by a regulation; by the same token, this provision shall be without prejudice to the disclosure of confidential information to advisors of the Party (e.g. auditors and lawyers) provided that the advisors are bound by confidentiality rules.
- (28.5) The obligations to keep confidentiality of the information under these Rules of Operation shall not apply to the provision of operational information and transfer of data to the Connected Network Operators or to other authorities responsible for the operation of the relevant gas market (e.g. market area manager) in accordance with Section 11.4 of these Rules of Operation.

Article 29 **Applicable law**

- (29.1) These Rules of Operation, the Gas Storage Contract and any other existing contractual relations or those to be concluded based on the principles of these Rules of Operation shall be governed by Slovak law.
- (29.2) All disputes between the Parties due to failure to comply with the terms and conditions agreed by the Parties in the Gas Storage Contract and related documents (hereinafter “Dispute”) shall Parties attempt to settle in good faith by amicable agreement.
- (29.3) Disputes that are not settled by an amicable agreement within sixty (60) days from the delivery of the written notice of Dispute to other Party, which shall contain the description of the Dispute and proposal for its resolution shall be resolved, in case that Parties shall not agree in written form otherwise, by means of arbitration conducted in the English language and decided by three (3) arbitrators.
- (29.4) The Parties shall nominate one (1) arbitrator each. The two (2) arbitrators nominated in this way shall appoint a third arbitrator, who shall act as chairman of the Court of Arbitration.
- (29.5) Arbitration proceedings shall be governed by the rules of the Court of Arbitration of the International Chamber of Commerce. The venue of arbitration proceedings shall be in Zürich.
- (29.6) The ruling resulting from arbitration proceedings shall be final and binding on both Parties.

Article 30
Severability of obligations

- (30.1) Any provision of the Gas Storage Contract shall be interpreted in a way that this provision is effective and valid pursuant applicable laws and regulations. Shall any of the provisions of the Gas Storage Contract is or becomes null and void; the remaining provisions of the Gas Storage Contract shall not be affected.
- (30.2) In case the provision of the Gas Storage Contract becomes non-executable, non-valid or ineffective the Parties shall in good will negotiate the changes or supplement of the Gas Storage Contract which are necessary for the execution of the purpose of the Gas Storage Contract and substitute the ineffective provision of the Gas Storage Contract by a new provision whose legal and economic consequences shall to the extent possible be similar to the preceding provision if possible.

Article 31
Form and language

- (31.1) Gas Storage Contracts as well as all other legal acts pursuant to these Rules of Operation and all related documents shall be typically drawn up in the Slovak or English language or in the Slovak language and English language in two (2) copies, with the Parties receiving one (1) copy each. If the Gas Storage Contract as well as all other legal acts according to these Rules of Operation or any related documents are executed both in the Slovak language and English language and there is a discrepancy between the Slovak and English wording, the Slovak wording shall prevail.
- (31.2) Any amendment to the provisions of the Gas Storage Contract and any related documents shall be carried out in writing and signed by both Parties.
- (31.3) The official version of the Rules of Operation, approved by the Regulatory Office for Network Industries, shall be its version in the Slovak language. POZAGAS, in the interest of the best disclosure of its services, shall publish on its website also a version of the Rules of Operation in the English language. In case of any difference between a version of the Rules of Operation in the Slovak language and a version of the Rules of Operation in the English language, a wording of the Rules of Operation in the Slovak language shall prevail.

Article 32
Amendments to Rules of Operation of Storage Operator

- (32.1) POZAGAS shall be entitled to amend any provisions hereof if
- a) An amendment is required following changes in applicable regulations, or any acts of regulatory authorities having impact on POZAGAS (hereinafter together as “Applicable regulations”) or the need to harmonize the Rules of Operation with Applicable regulations;
 - b) An amendment is prompted by experience obtained by POZAGAS while operating the Storage Facility and by general business practice of the sector.

In case that the modification of Applicable regulations enters into force before the amendment of this Rules of Operation according to item a) above enters into force, the Applicable regulations shall directly apply in necessary extent until the amendment of this Rules of Operation enters into force.

- (32.2) Any amendments to these Rules of Operation shall be subject to approval by the Regulatory Office for Network Industries. Any amendments to these Rules of Operation shall become effective upon a decision of the Regulatory Office for Network Industries, by which it shall approve such amendments, becomes valid and effective. Amendments to these Rules of Operation shall be binding on all gas market participants. POZAGAS shall publish such changes, upon approval by the Regulatory Office for Network Industries, on its website and, at the same time, shall notify the existing Customers via registered mail. Any reference to the Rules of Operation in Gas Storage Contracts effective at the time of effectiveness of amendments to these Rules of Operation shall be deemed references to amended Rules of Operation and its relevant provisions.

Article 33 **Transitional and final provisions**

- (33.1) POZAGAS stipulates the right, upon completion of an internet business portal, to determine in the Tender Terms and Conditions a more simply, user-friendly manner of submission of Applications for Access to Storage, different than the procedure under this Article of the Rules of Operation. POZAGAS shall publish the information pursuant to Section 16.1 (d) and (e) of the Rules of Operation by the completion of the internet business portal upon request.
- (33.2) These Rules of Operation shall become valid and effective on the day when a decision of the Regulatory Office for Network Industries, by which it approved these Rules of Operation, becomes valid and effective. The Rules of Operation shall be binding on all gas market participants. Any reference to rules of operations in Gas Storage Contracts, effective at the time of the effectiveness of these Rules of Operation shall be deemed references to these Rules of Operation and the relevant provisions thereof.
- (33.3) Upon becoming valid and effective of the decision of the Regulatory Office for Network Industries on the approval of these Rules of Operation, the Rules of Operation approved by the Regulatory Office for Network Industries by decision No. 0009/2014/P-PP from 25. 11. 2014 shall become ineffective.
- (33.4) If any of the provisions hereof is or becomes null and void, this shall be without prejudice to the other provisions hereof.