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

Validity: xx.xx.xxxx

odstránil: 16.3.2025

Storage operator: **POZAGAS a.s.**
Malé námestie 1
901 01 Malacky
Slovak Republic
Company ID: 31 435 688
Registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sa, Entry No.: 1271/B

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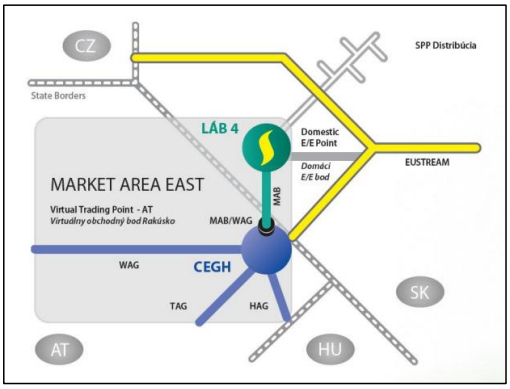
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Article 1
Preamble

(1.1) POZAGAS is the Storage Operator. The position of the Storage Facility in the relevant regional gas markets and its possible commercial use are schematically illustrated in the following figure.



(1.2) The Rules of Operation set out the general terms and conditions for access to the Storage Facility and the provision of the Services. The Rules of Operation shall form an integral part of any Contract concluded based on these Rules of Operation.

Article 2
Definitions of basic terms and interpretation rules

(2.1) The terms used in the Rules of Operation, in the Application, in the Contract, in the Technical Terms and Conditions, in the Pricelist, in correspondence or during any communication of Storage Operator with a contractual counterpart or potential contractual counterpart, and starting with a capital letter shall have the meaning set out below as follows:

1. "**Agency**" – the Agency for the Cooperation of Energy Regulators (ACER).

2. "**As-used**" – a method of applying the price of the Service where the Customer is obliged to pay depending on whether and how the relevant Service is used.

3. "**Bundled Unit**" – a combination of the Working Gas Volume, the Injection Flow Rate and the Withdrawal Flow Rate under which POZAGAS primarily offers Services of the Storage Capacity.

4. "**Pricelist**" – a list of currently valid prices for Individual and Additional Services provided by the Storage Operator as well as related fees, including the conditions of their application, which the Storage Operator modifies from time to time; Pricelist is published on the Website.

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5. "**Dispatching of the Storage Operator**" – provides for the performance of continuous dispatching service of POZAGAS, within which the Customer's requests for injection or withdrawal of Gas into or from the POZAGAS Storage Facility, for injection or transport of Gas into or from the Interconnected Storage Facility and requests for activities related thereto are applied. The Dispatching of the Storage Operator uses technical and communication means to provide dispatching services in accordance with the Rules of Operation, the Technical Terms and Conditions as well as the Gas Storage Contracts and the Interconnection Agreement.

6. "**Long-Term Service**" – a service provided by POZAGAS over a period of one (1) year (including).

7. "**Additional Services**" – services provided pursuant to these Rules of Operation as defined in Section 3.1(c).

8. "**Available Storage Capacity**" – the Storage Capacity corresponding to the part of the Technical Capacity of the Storage Facility, which is not allocated and is available at the given time.

9. "**FCFS**" – a method of allocation of the Service, on the basis of which the Service is allocated to Applicants according to the order of receipt of Applications meeting the conditions for the allocation of the Service *(first-come first-served)*.

10. "**Financial Security**" – the term as defined in Article 22.

11. "**Flexible Storage Capacity**" – the Storage Capacity where injection and/or withdrawal of Gas is possible at any time during a given Storage Period and where the possibility of more than one (1) cycle of injection and withdrawal of Working Gas Volume during one (1) Storage Period is given.

12. "**Individual Contract**" – the Gas Storage Contract concluded by POZAGAS and the Customer pursuant to the Framework Gas Storage Contract.

13. "**Individual Services**" – the Services provided pursuant to the Rules of Operation as defined in Section 3.1(b).

14. "**Short-Term Service**" – a service provided by POZAGAS for a period of less than one (1) year, including services contracted the day before Gas Day ("*day-ahead*") or during Gas Day ("*within-day*").

15. "**KYC**" – requirements for the ability of the Applicant, the Customer or third-party to enter into and duly perform obligations towards the Storage Operator, in particular, in relation the rules on protection against money laundering or compliance with the prohibitions arising from the Sanction List.

16. "**KYC Questionnaire**" – a set of questions that the Applicant, the Customer or third-party is required to answer fully, truthfully and verifiably and to update from time to time, and which are necessary to check compliance with the KYC requirements and the Registration.

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17. "**Connected Network**" – the Transmission Network in the Slovak Republic, the Distribution Network in the Slovak Republic and the WAG Transmission Network in the Republic of Austria, the interface of which with the Storage Facility is the relevant Entry-Exit (Handing-over and Acceptance) Point.

18. "**Nomination**" – a request of the Customer for Injection Flow Rates to the Storage Facility or Withdrawal Flow Rates to be provided from the Storage Facility, specifying the required Entry-Exit (Handing-over and Acceptance) Point and the time period for which it is applied according to the conditions set out in the Rules of Operation.

19. "**Nomination in the nature of the Application for the Individual Service**" – the Nomination or Renomination whose request exceeds the Injection Flow Rates and/or Withdrawal Flow Rates on a fixed basis agreed in the Gas Storage Contract and constitutes an application for the provision of Individual Service pursuant to Section 5.8.

20. "**New Legislation**" – generally binding laws and/or individually binding decisions of state authorities (including supranational or foreign) or persons exercising delegated powers of state administration, which have been adopted or issued after the entry into force of the Rules of Operation and have an impact on the pricing or other conditions for the provision of the Services defined in the Rules of Operation.

21. "**OBA**" – the balancing account (*operational balancing account*) maintained between POZAGAS and the relevant Interconnected Network Operator, which records imbalances of the quantity of Gas confirmed by the Customer, which is considered to be injected or withdrawn into or from the POZAGAS Storage Facility from the actual measured quantity of Gas.

22. "**Shutdown**" – limitations or interruptions in the provision of the Services due to Scheduled Shutdowns and for the reasons set forth in Sections 14.1, 14.3 and 14.4.

23. "**Fixed Service**" – a service that POZAGAS cannot interrupt or reduce, except as provided in the Rules of Operation and in applicable legal regulations.

24. "**Fixed Storage Capacity**" **–** the Storage Capacity that the Customer has the right to use based on the conditions agreed in Gas Storage Contract, which POZAGAS cannot interrupt or reduce, except as provided for in the Rules of Operation and in applicable legal regulations.

25. "**Shutdown Plan**" – the annual shutdown plan, including its updates, which POZAGAS continuously prepares for the planning of necessary reconstructions, modernization, repairs, maintenance or revisions of both underground as well as surface facilities and structures of POZAGAS Storage Facility.

26. "**Scheduled Shutdowns**" – limitations or interruptions in the provision of Services, which are necessary in particular for the implementation of reconstruction, modernization, repairs, maintenance and revisions of underground as well as

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surface facilities and structures of POZAGAS Storage Facility, which POZAGAS foresees in its Shutdown Plan.

27. "**Gas**" – a mixture of gaseous hydrocarbons conditioned to enable transportations by means of a gas pipeline, the quality parameters of which are specified in the Technical Terms and Conditions.

28. "**Gas Day**" – a period of time generally comprising of twenty-four (24) consecutive hours, commencing at 6:00 a.m. CET and ending at 6.00 a.m. CET of the following day. On the day of the changeover to Central European Summer Time, the Gas Day shall be a period of time comprising of twenty-three (23) consecutive hours, and on the day of the changeover to CET, the Gas Day shall be a period of time comprising of twenty-five (25) consecutive hours, always commencing at 6:00 a.m. CET.

29. "**Material Change**" – the term as defined in Section 22.7.

30. "**Working Gas Volume**" – the Gas volume in the Storage Facility in excess of the cushion Gas which can be injected or withdrawn to enable storage of the Gas by Customers.

31. "**Interconnected Network**" – the Interconnected Storage Facility, MAB System and Distribution Network, with which the POZAGAS Storage Facility is physically interconnected.

32. "**Interconnected Storage Facility**" – the underground natural gas storage facility of the Interconnected Storage Operator.

33. "**Interruptible Service**" – a service, which POZAGAS may interrupt or reduce under the conditions set out in the Rules of Operation, the Technical Terms and Conditions, the Tender Terms and Conditions and/or under the conditions set out in the relevant Contract.

34. "**Interruptible Storage Capacity**" – the Storage Capacity, which may be interrupted or reduced by POZAGAS under the conditions set out in the Rules of Operation, the Technical Terms and Conditions, the Tender Terms and Conditions and/or the terms and conditions set out in the relevant Contract.

35. "**Connected Network Operator**" – the operator operating the Connected Network.

36. "**Interconnected Network Operator**" – the operator operating the Interconnected Network.

37. "**Operator of the Interconnected Storage Facility**" – NAFTA a.s., with its registered office at Votrubova 1, 821 09 Bratislava, Slovak Republic, ID No.: 36 286 192, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sa, Insert No.: 4837/B, authorized to store Gas according to the relevant legislation, which operates an underground natural gas storage facility immediately physically connected to the POZAGAS Storage Facility.

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38. "**Storage Operator**" or "**POZAGAS**" – POZAGAS a.s., with its registered office at Malé námestie 1, 901 01 Malacky, Slovak Republic, Company ID: 31 435 688, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sa, Insert No.: 1271/B (or its successor company), which operates the POZAGAS Storage Facility and provides the Services.

39. "**Rules of Operation**" – these Rules of Operation of the Storage Operator approved by Regulatory Office for Network Industries setting out the general commercial terms and conditions for access and use of the Storage Facility of the Storage Operator.

40. "**Pro Rata**" – a method of allocating, fulfilling or shortening of the Service based on the proportional relationship of the requirements or rights of the Applicants or the Customers to the availability of the Service.

41. "**Framework Gas Storage Contract**" – a contract between the Storage Operator and the Customer concluded in accordance with the relevant Tender Terms and Conditions, which establishes the legal framework for the conclusion of Individual Contracts, which, together with the Framework Gas Storage Contract, will constitute the Gas Storage Contract.

42. "**Registration**" – a registration of the Applicant for the Services or entering into a contractual relationship with the Storage Operator related to the Services through the registration form published by the Storage Operator. It also constitutes a third-party identity verification and KYC assessment of the fulfilment of the requirements by the Storage Operator.

43. "**Renomination**" – a change in the Nomination by the Customer pursuant to terms in accordance with the Rules of Operation.

44. "**Sanction List**" – a sanction list issued and updated and amended from time to time by (i) the European Union, (ii) His Majesty's Treasury (HM Treasury), (iii) the United Nations Security Council, (iv) the Office of Financial Assets Control (OFAC), (iv) the Swiss State Secretariat for Economic Affairs (SECO), and (v) any such other international sanctions list that POZAGAS may include among the Sanctions Lists by means of an announcement to be published on the Website.

45. "**Storage Period**" – a period of provision of the Service agreed in the relevant Gas Storage Contract, usually twelve (12) immediately consecutive calendar months or such other period as the Parties may agree.

46. "**CET**" – the Central European Time and/or Central European Summer Time in 24-hour format.

47. "**Seasonal Storage Capacity**" – the Storage Capacity where the injection or withdrawal of Gas is only possible during predetermined time periods of a given Storage Period and where the possibility of only one cycle of injection and withdrawal of the Working Gas Volume is given during one (1) Storage Period.

48. "**Services**" – the Services provided pursuant to the Rules of Operation.

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49. "**Services of Storage Capacity**" – services provided pursuant to the Rules of Operation as defined in the Article 3.

50. "**Stabilization Shutdown**" – a limitation or interruption of the operation of the Storage Facility due to its imminent danger pursuant to the Section 67 of the Act on Energy and upon reaching the reservoir pressure specified in the operating documentation of the Storage Operator of the Storage Facility drawn up pursuant to the mining legislation and to ensure the protection of the reservoir.

51. "**Tender**" – a tender for the Services offered by POZAGAS on the basis of the Tender Terms and Conditions.

52. "**Tender Terms and Conditions**" – a document describing the terms and conditions under which POZAGAS offers the Available Storage Capacity as well as other selected Services, defining the technical, commercial and other terms for the provision of the Services, specifying the conditions for the allocation of the Service (price tender, ranking tender), and which POZAGAS publishes in the manner foreseen by the Rules of Operation, or in the manner provided for in the relevant legislation.

53. "**Related Gas Installations**" – facilities and buildings (or parts thereof) of the Connected Networks and the Interconnected Networks used by the Storage Operator for the provision of the Services.

54. "**Take-or-pay**" – the method of application of the price of the Service (both Fixed and Interruptible), whereby the Customer is obliged to pay irrespective of how and whether the relevant Service is used, including when the Service has been interrupted or limited by the Storage Operator pursuant to the Rules of Operation and/or the relevant Contract.

55. "**Technical Capacity of the Storage Facility**" – maximum Working Gas Volume, maximum Injection Flow Rate and maximum Withdrawal Flow Rate that POZAGAS can provide on a fixed basis for the purposes of Gas storage taking into consideration the infrastructure and operational conditions of the POZAGAS Storage Facility as determined by its physical characteristics.

56. "**Technical Terms and Conditions**" – a document "Technical Terms and Conditions of Access and Connection to the Láb 4 Underground Storage Facility of Natural Gas and Rules of its Operation" as provided for in relevant laws and regulations and as it may be amended, which has been published on the Website. Technical Terms and Conditions currently valid are deemed those published in given moment on the Website.

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57. "**Union goods**" means goods which, in accordance with Regulation (EU) No 952/2013 of the European Parliament and of the Council laying down the Union Customs Code, as amended, fall into any of the following categories:

    a) goods wholly obtained in the customs territory of the Union without the addition of goods imported from countries or territories outside the customs territory of the Union;
    b) goods which have entered the customs territory of the Union from countries or territories outside that territory and have been released for free circulation;
    c) goods obtained or produced in the customs territory of the Union exclusively from goods referred to in point (b) or from goods referred to in points (a) and (b).

58. "**Withdrawal Curve**" – the curve expressing maximum Withdrawal Flow Rate available to the Customer on a given Gas Day under the conditions of Gas Storage Contract; while this maximum Withdrawal Flow Rate shall depend on the current volume of Gas stored for the Customer (on Customer's Stored Gas Account balance).

59. "**Withdrawal Flow Rate**" – the Gas quantity that can be withdrawn from the Storage Facility in a time unit; the Withdrawal Flow Rate may change primarily based on the Gas volume stored in the Storage Facility by the Customers, on Gas pressure in the Storage Facility and on the technical and geological characteristics of the Storage Facility and connected Gas installation.

60. "**Storage Capacity**" – the capacity of the Storage Facility represented by the Working Gas Volume expressed in MWh/day, Injection Flow Rate expressed in MWh/day and Withdrawal Flow Rate expressed in MWh/day.

61. "**Gas Stored Account**" – the account held by the Storage Operator which records the balance and movements of Gas, including any sub-accounts thereof created for the purpose of providing Additional Services or Customer's gas stored accounts held by the Operator of the Interconnected Storage Facility, if gas is to be transferred between the Storage Facility and the Interconnected Storage Facility pursuant to the Article 6.

62. "**Virtual Storage Trading Point**" – a point located in the Storage Facility and/or Interconnected Storage Facility between their physical points of connection to the Connected Networks at which a change of gas ownership is possible.

63. "**Non-allocated Working Gas Volume**" – a Working Gas Volume that is not subject to Gas Storage Contracts for a given period.

64. "**Non-allocated Withdrawal Flow Rate**" – the Withdrawal Flow Rate that is not subject to Gas Storage Contracts for a given period.

65. "**Non-allocated Injection Flow Rate**" – the Injection Flow Rate that is not subject to Gas Storage Contracts for a given period.

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66. "**Entry-Exit (Handing-over and Acceptance) Point**" – the Entry-Exit (Handing-over and Acceptance) Point Transmission Network Slovak Republic, Exit (Handing-over and Acceptance) Point Distribution Network Slovak Republic, Entry-Exit (Handing-over and Acceptance) Point of the Virtual Trading Point Austria.

67. "**Injection Flow Rate**" – the Gas quantity that can be injected into the Storage Facility in a time unit by the Storage Operator; the Injection Flow Rate may change primarily based on the Gas volume stored in the Storage Facility by the Customers, on Gas pressure in the Storage Facility and on the technical and geological characteristics of the Storage Facility and connected gas installation.

68. "**Injection Curve**" – 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; while this maximum Withdrawal Flow Rate shall depend on the current volume of Gas stored for the Customer in the Storage Facility (on Customer's Gas Stored Account balance).

69. "**Implementing Regulation**" – the 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, as amended.

70. "**Force Majeure**" – the term defined in Article 24.

71. "**Website**" – the Storage Operator's website (www.pozagas.sk) or such other website of the Storage Operator as may be used by the Storage Operator for the provision of its Services.

72. "**Customer**" – a natural person and/or legal entity that has concluded the Gas Storage Contract with the Storage Operator.

73. "**Parent Company Guarantee**" – the term as defined in Section 22.1.

74. "**Storage Facility**" – the POZAGAS Storage Facility and the Related Gas Installations, which POZAGAS use in order to provide Services, 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.

75. "**POZAGAS Storage Facility**" – the Láb 4 Underground Natural Gas Storage Facility, which is operated by POZAGAS on the basis of a gas storage permit issued under the Act on Energy as well as on the basis of a permit for special intervention into the Earth's surface under the Act on Mining Activities and other permits issued under the relevant legislation.

76. "**Contract**" – an agreement between Parties concluded pursuant to or in connection with the Rules of Operation.

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77. "**Party**" – POZAGAS and/or the Customer and/or any other person who is a party to the Contract with the Storage Operator entered into under or in connection with the Rules of Operation.

78. "**Gas Storage Contract**" – a contract for 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 eventually other Services as defined in the Rules of Operation.

79. "**Applicant**" – a natural person or legal entity requesting POZAGAS to enable access to the Storage Facility, to provide Services and the Registration.

80. "**Application**" – the Applicant's request for the Service made using the relevant form available for download or online on the Website or, if the relevant form is not available, in the manner provided for in the Rules of Operation or the Framework Contract.

81. "**Application for Service of Storage Capacity**" – 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 of Storage Capacity based on these Rules of Operation.

82. "**Application for Individual Service**" – an application for the provision of Individual Services on the basis of the Rules of Operation.

83. "**Application for Additional Service**" – an application for the provision of Additional Services on the basis of the Rules of Operation.

84. "**Security Contract**" – a contract or other instrument used to secure the Customer's obligations to the Storage Operator.

(2.2) Reference to a noun in the singular form shall include a reference to the plural form and vice versa.

(2.3) Reference to a third person/party shall mean any natural person or legal entity.

(2.4) A reference to an Article or Section is a reference to the Article or Section of the Rules of Operation.

Article 3
Services provided in Storage Facility

(3.1) POZAGAS offers following Services in accordance with the Rules of Operation and, where applicable, the published Tender Terms and Conditions, taking into account the technical parameters of the Storage Facility:

a) Services of Storage Capacity

1) Standard Storage Capacity

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2) Inverse Storage Capacity

b) Individual Services

1) Individual Service Working Gas Volume
2) Individual Service Injection Flow Rate
3) Individual Service Withdrawal Flow Rate

c) Additional Services

1) Another Entry-Exit (Handing-over and Acceptance) Point
2) Transfer of Gas between Gas Stored Accounts
3) Transfer of rights and obligations from the Gas Storage Contract
4) Surrender of rights and obligations from Gas Storage Contract
5) Administrative support of financing of the Customer's Gas Storage
6) Reporting of Customer's fundamental data to the Agency
7) Operational merger of Customer's Gas Stored Accounts

d) Other Services

1) Gas Transport Service to/from the Interconnected Storage Facility
2) Other Services (pilot product)

(3.2) POZAGAS shall provide Services on the basis of the respective Contracts, including amendments and modifications thereto, concluded by the Parties (i) pursuant to the Section 29.2, or (ii) on the basis of the Customer's Application for Individual Service or Application for Additional Service and its confirmation by the Storage Operator, or on the basis of the Nomination in the nature of the Application for the Individual Service by dispatching a confirmation of such Nomination or part thereof by the Storage Operator pursuant to Section 29.3.

(3.3) POZAGAS provides the Services to the Customer at the price agreed in the relevant Contract or set out in the Pricelist or based on the Pricelist.

(3.4) POZAGAS allocates the Services on a non-discriminatory manner based on the Tender in accordance with the Tender Terms and Conditions or, in particular due to their nature, in the manner of FCFS or Pro Rata.

(3.5) POZAGAS prepares standard documents for access to the Services (in particular Contracts and Applications) and publishes them on the Website.

(3.6) If the Gas Storage Contract concluded with the Customer prior to the entry into force of the Rules of Operation contains different characteristics of the Services provided than those set out in the Rules of Operation, then the provisions of the Gas Storage Contract shall prevail over the Rules of Operation.

Article 4

odstránil: <#>Storage Capacity with the right of use¶ Storage Capacity with compulsory use (with compulsory flows)¶

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Service of Storage Capacity

(4.1) POZAGAS offers Storage Capacity in the form of a Bundled Unit consisting of Working Gas Volume, Injection Flow Rate and Withdrawal Flow Rate with a defined Entry-Exit (Handing-over and Acceptance) Point and Storage Period based on a concluded Gas Storage Contract.

(4.2) POZAGAS shall provide two (2) fundamental Services of Storage Capacity specified in points (a) and (b) of this Section 4.2, which may be provided in the form of Storage Capacity with the right to use or Storage Capacity with compulsory use (capacity with compulsory flows), as Fixed Storage Capacity or Interruptible Storage Capacity and as Long-Term Service or Short-Term Service, to the extent and under the conditions set out in the Rules of Operation and the Gas Storage Contract:

a) Standard Storage Capacity, within which the Customer injects into the Storage Facility Gas which it owns via the contracted Entry-Exit (Handing-over and Acceptance) Point and subsequently withdraws such Gas from the Storage Facility via the contracted Entry-Exit (Handing-over and Acceptance) Point;

b) Inverse Storage Capacity, within which the Storage Operator provides the Customer with Storage Capacity together with Gas available from the beginning of the Storage Period under the terms agreed in the Gas Storage Contract, whereby the Customer is entitled and/or obliged to withdraw the agreed quantity of Gas from the Storage Facility and/or to inject it into the Storage Facility during the Storage Period in accordance with the Gas Storage Contract. At the same time, the Customer is obliged to ensure the return of a quantity of Gas corresponding to the quantity of Gas provided to it, no later than by the end of the Storage Period, under the terms agreed in the Gas Storage Contract.

(4.3) Storage Capacity with the right to use enables the Customer to inject or withdraw Gas during the Storage Period up to the volume and flow rate parameters defined by the Injection Curve or the Withdrawal Curve in the Gas Storage Contract, in the form of the Seasonal Storage Capacity or Flexible Storage Capacity.

(4.4) Storage Capacity with compulsory use (capacity with compulsory flows) obliges the Customer to use the Service during the Storage Period in accordance with the established schedule of injection or withdrawal of Gas as defined by the volume and flow rate parameters in the Gas Storage Contract.

(4.5) POZAGAS particularly offers Fixed Storage Capacity in the form of a Bundled Unit if Non-allocated Working Gas Volume, Non-allocated Injection Flow Rate and Non-allocated Withdrawal Flow Rate are available at the same time on the basis of the Tender.

(4.6) POZAGAS offers Interruptible Storage Capacity if there is no Fixed Storage Capacity available at the time or if, after evaluating its technical and operational capabilities, POZAGAS decides that it is possible to allocate Interruptible Storage Capacity.

odstránil: Services of

odstránil: three (3

odstránil: Sections 4.2

odstránil: through 4.2(c) below

odstránil: in the form of

odstránil: , within which the Customer has the right

odstránil: , within which the Customer is obliged

odstránil: <#>Inverse Storage Capacity, where the Customer has a specific volume of the Gas allocated to the Gas Storage Account at the beginning of the Storage Period, as defined in the Gas Storage Contract, and the use of the Service begins with the withdrawal of the Gas from the Storage Facility, and where the Customer is obliged to maintain the same Gas balance in the Gas Storage Account at the end of the Storage Period. The Inverse Storage Capacity Service may be offered by POZAGAS on a limited basis based on the current geological capabilities of the Storage Facility.¶

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(4.7) Unless otherwise expressly stated in the Rules of Operation, the Pricelist or the Gas Storage Contract, the Service shall be priced on a Take-or-pay basis.

Article 5
Individual Services

(5.1) POZAGAS offers Individual Services to the valid Gas Storage Contract and allocates them based on the Contract, based on the confirmation of the request or on the basis of the confirmation of the sent Nomination in the nature of the Application for the Individual Service.

(5.2) If the Applicant for the Individual Service at the time of filling an Application is not a Customer, then POZAGAS, in the case of allocation of the Individual Service, shall enter into a Gas Storage Contract with the Applicant upon fulfilment of the conditions under the Rules of Operation.

(5.3) Individual Services are provided by POZAGAS at prices according to the Gas Storage Contract and/or valid Pricelist.

(5.4) POZAGAS provides information on the current Non-allocated Injection Flow Rate and/or Non-allocated Withdrawal Flow Rate and/or Non-allocated Working Gas Volume for a specified period, including the conditions for their use, through its Website and the Tender Terms and Conditions.

(5.5) The provision of the Individual Service Working Gas Volume, Individual Service Injection Capacity or Individual Service Withdrawal Capacity to the Customer shall increase the Working Gas Volume or the Injection Capacity or Withdrawal Capacity agreed in the Gas Storage Contract for the agreed period of time. Unless otherwise specified, the Customer may request the allocation of the Individual Service Working Gas Volume, Individual Service Injection Flow Rate or Individual Service Withdrawal Flow Rate in accordance with the Tender Terms and Conditions or by submitting an Application for Individual Service no later than three (3) full Gas Days prior to the intended effective date of the request.

(5.6) The allocated Individual Service Working Gas Volume, Individual Service Injection Flow Rate or Individual Service Withdrawal Flow Rate will be invoiced for the calendar month in which the Service was allocated.

(5.7) Individual Services, with the exception of the Individual Service referred to in Section 5.8, are offered by POZAGAS as the Long-Term Service or Short-Term Service and equally as the Fixed Service or Interruptible Service.

(5.8) POZAGAS may also provide the Individual Service Injection Flow Rate and/or the Individual Service Withdrawal Flow Rate in the form of "*day-ahead*" or "*within-day*".

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This form of Service is provided as Short-Term Service and Interruptible Service, within which particularly any unnominated Injection Flow Rate or Withdrawal Flow Rate of other Customers is provided, the amount of which shall be determined by POZAGAS from time to time, upon considering in particular geological and technical needs of the Storage Facility and the economic efficiency of the operation of the Storage Facility.

(5.9) Customer shall request for an allocation of Individual Service Injection Flow Rate and/or Individual Service Withdrawal Flow Rate in form of "*day-ahead*" based on the Nomination in the nature of the Application for the Individual Service received on the Gas Day immediately preceding the Gas Day to which the Nomination in the nature of the Application for the Individual Service relates. If the Nomination in the nature of the Application for the Individual Service received until 14.00 CET for the Entry-Exit (Handing-over and Acceptance) Point of the Virtual Trading Point Austria, or until 15.00 CET for the Entry-Exit (Handing-over and Acceptance) Point of the Transmission Network Slovak republic, and for the Exit (Handing-over and Acceptance) Point of the Distribution Network of Slovak Republic, cannot be confirmed to the Customer in the total requested scope (e.g. due to lack of Injection Flow Rate and/or Withdrawal Flow Rate), POZAGAS shall allocate the available Injection Flow Rate and/or Withdrawal Flow Rate in the Pro Rata manner to all Customers requesting the respective Service. The Individual Service Injection Flow Rate in the form of "*day-ahead*" or the Individual Service Withdrawal Flow Rate in the form of "*day-ahead*" requested by the Customer in the Nomination in the nature of the Application for the Individual Service received as of 14.00 CET onwards or as of 15.00 CET to 4.00 CET on the Gas Day immediately preceding the Gas Day to which the Nomination, with the nature of the Application for Individual Service, relates, shall be allocated by POZAGAS in the manner of FCFS.

(5.10) Customer shall request for an allocation of the Individual Service Injection Flow Rate or an Individual Service Withdrawal Flow Rate in form of "*within-day*" on the basis of the Nomination in the nature of the Application for the Individual Service received as of 4.00 CET of the Gas Day immediately preceding the Gas Day on which the Nomination in the nature of the Application for the Individual Service is effective to 3.00 CET of the Gas Day on which the Nomination in the nature of the Application for the Individual Service is effective, with a minimum of two (2) full hours' advance notice of the requested effectivity of the Nomination in the nature of the Application for the Individual Service. The Individual Service Injection Flow Rate or Individual Service Withdrawal Flow Rate in the form of a "*within-day*" shall be allocated by POZAGAS in the manner of the FCFS.

Article 6
Additional Services

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(6.1) POZAGAS shall provide support for the use of the Storage Capacity or part thereof, in particular through the Additional Services.

a) Another Entry-Exit (Handing-over and Acceptance) Point

(6.2) POZAGAS shall provide the Additional Service Another Entry-Exit (Handing-over and Acceptance) Point, to the Customer within the Injection Flow Rate, the Withdrawal Flow Rate and Working Gas Volume agreed in the Gas Storage Contract, if the operational conditions of the Storage Facility permit, upon an Application submitted no later than two (2) full Gas Days prior to the requested start of the provision of the Service in question and at the price as set out in the valid Pricelist, whereby POZAGAS shall confirm the allocation of the Service and without undue delay.

b) Transfer of the Gas between Gas Stored Accounts

(6.3) Service Transfer of Gas between Gas Stored Accounts allows the transfer of Gas between the Gas Stored Accounts of two Customers, between the Gas Stored Accounts of the same Customer, or between the Gas Stored Account of a Customer and a customer of the Interconnected Storage Facility. The transfer shall reduce the Gas Stored Account balance by the transferred volume of Gas in the Gas Stored Account from which the Gas is transferred and increase the Gas Stored Account balance by the same volume of Gas in the Gas Stored Account that receives the transferred Gas. Unless otherwise agreed, the provision of the Service shall be subject to the following conditions being met at the same time:

1) Customer transferring the Gas shall have title and right of disposition to the Gas transferred and the Gas shall not be encumbered by rights of third-parties that conflict with the rights of the Storage Operator,
2) the Gas Stored Account from which the Gas is being transferred has Gas stored at the time of the transfer in an amount at least equal to the volume of Gas being transferred and the volume of Gas being transferred shall be deemed to be Gas withdrawn; and
3) the Gas Stored Account from which the Gas is received has a Working Gas Volume available at the time of transfer in an amount at least equal to the volume of Gas received, with the volume of Gas received being deemed to be injected Gas.

(6.4) Customers (both transferring and receiving Gas) may request allocation of Gas transfer service between Gas Stored Accounts by a joint Application submitted no later than two (2) full Gas Days prior to the intended effective date of the request. Customers shall use the appropriate Application for this purpose. The allocation of this Additional Service shall be made by POZAGAS by approving the Customer's Application. The Additional Service is provided at a price according to the Pricelist.

(6.5) If the Customer's Application involves the transfer of Gas between the Gas Stored Accounts held by the Storage Facility and the Interconnected Storage Facility, POZAGAS shall only approve the Application if such transfer is permitted by the current geological and technical capabilities of the Storage Facility and in agreement with the Operator of the Interconnected Storage Facility, who shall confirm the feasibility of the transfer of Gas by the Interconnected Storage Facility. The provisions of Sections 6.3 and 6.4 shall apply accordingly.

c) Transfer of rights and obligations from the Gas Storage Contract

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(6.6) The Customer shall be entitled to transfer the Storage Capacity agreed in the Gas Storage Contract or part thereof to a third-party under the terms and conditions set out in the Rules of Operation or the relevant Contract. The transfer of rights and obligations from the Gas Storage Contract shall take place on the basis of a joint Application for transfer of the rights and obligations of the Customer and the third-party with precisely defined parameters of the subject of the transfer of rights and obligations. The Application signed by the Customer and the third-party must be received at least two (2) weeks before the date from which the transfer is to be effective, unless otherwise agreed by the parties.

(6.7) If the third-party and POZAGAS do not have a Gas Storage Contract, the approval of the Application pursuant to the Section 6.6 is subject to the execution of the Registration and the fulfilment of the KYC requirements. In such case, the third-party shall be obliged to submit all documents for KYC assessment together with the Application and at the same time request for Registration pursuant to Article 8.

(6.8) The Customer shall ensure that if for the purpose of the transfer of rights and obligations it is necessary to disclose confidential information to a third-party, the third-party shall maintain the confidentiality of the information and the duty of confidentiality towards the Storage Operator at least to the extent required by the relevant Gas Storage Contract of the Customer and shall not use the disclosed information for any other purpose. The Customer shall indemnify the Storage Operator (i) if the third-party breaches the confidentiality and non-disclosure obligations, or (ii) uses the information for another purpose, or (iii) if the disclosure of the confidential information results into a breach of public law.

(6.9) POZAGAS shall notify its opinion on the Application in writing as soon as possible, if practicable, but no later than one (1) week before the start of the day from which the transfer is to be effective, after the third-party Registration, fulfilment of the KYC requirements and assessment of the joint Application.

(6.10) In case of a positive opinion, POZAGAS shall submit to this third-party a draft Gas Storage Contract within the scope of the rights and obligations transferred from the Customer to the third-party within the parameters of the joint Application. With the Customer who has made a transfer of rights and obligations from the Gas Storage Contract that he has concluded with the Storage Operator, an amendment to the Gas Storage Contract shall be agreed by way of an amendment to the Gas Storage Contract with respect to the rights and obligations that have been transferred to the third-party, with effect from the date on which the third-party enters into these rights and obligations.

(6.11) The transfer of rights and obligations from the Customer to a third-party shall only become effective if the Gas Storage Contract between the Storage Operator and the third-party as a new Customer is signed at the same time and an amendment to the Gas Storage Contract between the Storage Operator and the Customer is signed prior to the required effective date of the transfer of rights and obligations to the third-party. If these conditions are not cumulatively fulfilled, the transfer of rights and obligations shall not be legally effective, the original legal status shall remain unchanged and any legal act performed in this respect shall not take effect.

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(6.12) Customer shall be entitled to surrender the exercise of rights and obligations to the Storage Capacity agreed in the Gas Storage Contract or part thereof to a third-party. The Customer's rights and obligations towards the Storage Operator under the concluded contractual relationship shall not be altered thereby and the third-party shall not thereby acquire any legal entitlement to the rights and obligations that the Customer has under the Gas Storage Contract. The Storage Operator shall record the Gas injected/withdrawn to the extent of the surrender of rights and obligations under the Gas Storage Contract in the sub-account of the Gas Storage Account. The transfer of rights and obligations under the Gas Storage Contract from the Customer to a third-party is subject to the approval of the Application by the Storage Operator.

(6.13) Surrender of rights and obligations under the Gas Storage Contract shall be made on the basis of a joint Application for surrender of rights and obligations of the Customer and a third-party. Application must be received no later than two (2) weeks prior to the date from which the surrender is to take effective, unless otherwise agreed by the parties, and must contain the precise parameters of the subject matter of surrender of rights and obligations.

(6.14) If the third-party and POZAGAS do not have a Gas Storage Contract, the approval of the Application is subject to the execution of the Registration and the fulfilment of the KYC requirements. The third-party is obliged to submit with the Application all documents for KYC verification and at the same time apply for Registration pursuant to Article 8.

(6.15) The Customer shall ensure that if for the purpose of surrender of rights and obligations it is necessary to disclose confidential information to a third-party, the third-party shall maintain the confidentiality of the information and the duty of confidentiality towards the Storage Operator at least to the extent, that is required by the relevant Gas Storage Contract of the Customer and shall not use the disclosed information for any other purpose. The Customer shall indemnify the Storage Operator (i) if the third-party breaches the confidentiality and non-disclosure obligations, or (ii) uses the information for another purpose, or (iii) if the disclosure of the confidential information results in a breach of public law.

(6.16) POZAGAS shall notify its opinion on the Application in writing as soon as possible, if practicable, but no later than one (1) week before the start of the day from which the transfer is to be effective, after the third-party Registration, fulfilment of the KYC requirements and assessment of the joint Application.

(6.17) Surrender of exercise of rights and obligations shall not affect the right of the Storage Operator to assert security or other rights against the Customer, including a retention right on the stored Gas and the right to sell the Gas pursuant to Section 23.2.

(6.18) Surrender of exercise of rights and obligations under the Gas Storage Contract shall terminate no later than the expiry of the period for which the surrender was agreed or if the third-party entitled to exercise the rights and obligations under the Gas Storage Contract ceases to comply with the conditions of the Registration or the expiry of the duration of the Gas Storage Contract to which the surrender of rights and obligations relates.

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c) Administrative support of financing of the Customer's Gas Storage

(6.19) In particular, but not exclusively, the Service Administrative support of financing of the Customer's Gas Storage enables the optimization of the Customer's capital costs tied up in stored Gas. Service is provided on the basis of a three-party contract between POZAGAS, the Customer and the Customer's financing partner, which allows the Customer's financing partner's rights to the Gas stored by the Customer to arise. The Customer's financing partner is subject to Registration under the Rules of Operation. Parties may agree that the right of the Storage Operator to withhold Gas to secure its claims shall be subordinate to the right of the financing partner to dispose of the Gas.

(6.20) The Customer shall ensure that if for the purposes of Administrative support for the financing of the Customer's Gas storage it becomes necessary to disclose confidential information to a third-party, the third-party shall maintain the confidentiality of the information and the duty of confidentiality towards the Storage Operator at least to the extent required by the relevant Gas Storage Contract from the Customer and shall not use the disclosed information for any other purpose. The Customer shall indemnify the Storage Operator (i) if the third-party breaches the confidentiality and non-disclosure obligations or uses the information for another purpose, or (ii) if the disclosure of the confidential information results in a breach of public law.

(6.21) If the third-party and POZAGAS do not have a Gas Storage Contract, the approval of the Application is subject to the execution of the Registration and the fulfilment of the KYC requirements. The third-party is required to submit all documents for KYC verification together with the Application and request for Registration pursuant to Article 8.

d) Reporting of Customer's fundamental data to the Agency

(6.22) Pursuant to the Implementing Regulation, gas market participants are required to report to the Agency the volume of Gas stored in Storage Facility at the end of the Gas Day. POZAGAS provides Individual Service Reporting of Customer's fundamental data to the Agency on behalf of the Customer under a separate Contract.

e) Operational merger of Customer's Gas Stored Accounts

(6.23) POZAGAS' Service Operational merger of Customer's Gas Stored Accounts allows Customers, who have at the same time concluded several Gas Storage Contracts, to operationally merge the Gas Stored Accounts from the subject Gas Storage Contracts into a single account and thus simplify the use of the contracted capacities. The Service shall be implemented on the basis of a separate Contract.

Article 7
Other Services

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a) Service of Gas transport to/from Interconnected Storage Facility

(7.1) POZAGAS provides the Storage Operator of the Interconnected Storage Facility with the Service of Gas transport to/from the Interconnected Storage Facility via the Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria for its Customers, i.e. for those who have a contract with the Storage Operator of the Interconnected Storage Facility for access to the Interconnected Storage Facility and storage of Gas and who meet the conditions set out in the relevant document of the Storage Operator of the Interconnected Storage Facility for access to this Service. Storage Operator of the Interconnected Storage Facility shall be entitled to grant its Customers access to the Storage Facility for the use of Service of Gas transport to/from Interconnected Storage Facility under the terms and conditions set out in the Rules of Operation and the Technical Terms and Conditions.

b) Other Services (pilot product)

(7.2) POZAGAS may, on the basis of an initiative from the Customer, prepare Other Service related to the use of the Storage Capacity, which is not defined in the Rules of Operation. Service must be within the scope of the technical and commercial possibilities of the Storage Facility. In case of successful testing of the Service, POZAGAS shall offer this new Service, including the conditions of its use, to all its Customers for use.

Article 8
Registration and reviewing of financial capacity

(8.1) POZAGAS complies with the rules on protection against money laundering and on the amendment to certain acts and other public law requirements imposed on trading with third-parties. The allocation of the Services as well as the entry into a commercial contractual relationship related to the Rules of Operation (e.g. the conclusion of a Security Contract or a contract with the Customer's financing partner) is therefore preceded by the verification of the identity of the third-party and the assessment of the fulfilment of the requirements by the Storage Operator from a KYC perspective; the appropriate fulfilment of these requirements is an essential condition for the provision of the Services and POZAGAS shall be entitled to interrupt the provision of the Services if, in its sole discretion, the Customer ceases to comply with these requirements. Registration also includes an assessment of the financial capacity of the Applicant in order to verify the need for the provision of a Financial Security.

(8.2) In connection with the Registration, the Applicant shall provide the Storage Operator with all necessary cooperation and submit complete, true and up-to-date information and documents.

(8.3) For the purpose of Registration, the Applicant shall complete the registration form available on the Website. POZAGAS shall verify, on the basis of the information provided in the registration form and publicly available information, the identity of the Applicant and whether the Applicant (or a person controlled by or controlling it or its end-user of the benefits or a person who is its statutory body) is listed (whether expressly

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or otherwise) on the Sanction List disqualifying it from entering into a business relationship with the Storage Operator.

(8.4) In the event of unavailability of the necessary information, or at its sole discretion, POZAGAS may, in connection with the Registration, require the Applicant to submit (i) information, e.g. by completing the KYC Questionnaire, which is published on the Website, and (ii) related documents, which include, in particular, an extract from the Commercial Register, annual reports, financial statements, a document proving the Applicant's credit rating, ownership structure, etc.

(8.5) If, during the term of the contractual relationship, there is a material change in the information for the assessment of KYC or financial capability provided under the Registration (e.g. if a person controlled by it or its controlling person or its end-user of the benefits or a person who is its statutory body is placed on the Sanction List), the Party shall immediately inform the Storage Operator of this fact. POZAGAS is also entitled to request the Customer to submit information and documents related to the Registration at any time during the contractual relationship, including, but not limited to, when there is a change in the ownership or corporate structure of the Customer.

(8.6) The evaluation of financial eligibility shall be carried out in accordance with the internal rules of the Storage Operator. In this context, the Storage Operator may request in particular financial statements and information on the assets or ownership structure from the Applicant. If, in the course of the assessment of the Applicant's financial standing, it appears that a Financial Security is required for the purpose of concluding the relevant Contract, the Applicant may do so by lodging a Financial Security in accordance with Article 22 of the Rules of Operation and/or in accordance with the rules of the relevant model Contract, unless the parties agree otherwise, this also applies mutatis mutandis to the assessment of financial capability under Section 8.5.

(8.7) POZAGAS will inform the Applicant of the result of the Applicant's Registration, including the result of the assessment of its financial capacity, immediately after receipt of all documents. The result of the Registration shall apply to all processes leading to the entry into the business relationship between the Applicant and the Storage Operator, until changed on the basis of any new facts concerning the Applicant or the request of the Storage Operator to renew the Registration.

(8.8) POZAGAS may refuse to provide a Service, enter into a Framework Gas Storage Contract (including an Individual Contract), Security Contract or other relationship with an Applicant, Customer or third-party if that person does not, in the good faith discretion of the Storage Operator, meet the requirements of the Registration (or has ceased to comply with them), as well as to refuse to provide the Service and/or to withdraw from the Framework Gas Storage Contract (including the Individual Contract), the Security Contract or any other relationship with the Applicant, the Customer or a third party if such person, in the good faith discretion of the Storage Operator, has ceased to comply with the requirements of the Registration or the Registration has been made on the basis of false information.

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Article 9
Application for Service

a) Application for Service of Storage Capacity

(9.1) The conclusion of the Gas Storage Contract shall be preceded by the allocation of the Available Storage Capacity or part thereof on the basis of an Application for Service of Storage Capacity in accordance with the Tender Terms and Conditions.

(9.2) Applicant shall request for the Gas Storage Contract if it meets the following conditions:

1) has complied with the conditions of Registration,
2) is able to ensure uninterrupted operational contact with the Storage Operator during the life of the Gas Storage Contract,
3) its Application shall comply with the technical possibilities of Storage Facility and Tender Terms and Conditions which POZAGAS published on its Website,
4) it is not more than fourteen (14) days in delay with respect to its outstanding financial obligations to the Storage Operator.

(9.3) Storage Operator primarily offers access to the Gas Storage Facility by way of a Tender, the terms of which are set out in the Tender Terms and Conditions. The Storage Operator may offer part of the Available Storage Capacity to gas market participants in the manner of the FCFS. The Storage Operator publishes a model Application for Service of Storage Capacity on its Website.

(9.4) Application for Service of Storage Capacity shall be delivered by the Applicant in pursuant to the rules set out in the Tender Terms and Conditions. If the Application for Service of Storage Capacity does not contain all the specified elements and/or the information provided in the Application for Service of Storage Capacity is incomplete to properly assess the Application for Service of Storage Capacity, the Storage Operator shall have the right to invite the Applicant to complete the Application for Service of Storage Capacity during the period of assessment of the Application for Service of Storage Capacity. The Storage Operator shall not consider the Application for a service of Storage Capacity until the relevant information has been completed by the Applicant or the missing documents have been provided. If the Applicant fails to complete the Application for Service of Storage Capacity within the time limit set by the Storage Operator, the Storage Operator shall reject such Application for Service of Storage Capacity. Applicant shall be entitled to complete the missing data or documents at the latest by the expiry of the time limit set by the Storage Operator.

(9.5) Application for Service of Storage Capacity must be received by the deadline specified in the Tender Terms and Conditions.

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b) Application for Other Services

(9.6) The Customer is entitled at any time during the term of the Gas Storage Contract to request POZAGAS for the allocation of Individual Services or the provision of Additional Services.

(9.7) POZAGAS reserves the right to announce the Tender and to set the Terms and Conditions for the allocation of Individual Services, including the initial and final deadline for the receipt of Applications for their allocation.

(9.8) The provision of Individual Services shall be preceded by the allocation of the relevant Service on the basis of the Application for Individual Service or the Nomination in the nature of the Application for the Individual Service.

(9.9) The provisions of this Article shall apply accordingly to Application for Individual Service and Application for Additional Service and to the procedure for their evaluation.

Article 10
Reviewing the Applications

(10.1) POZAGAS will review the Application after receiving all the information necessary for its proper reviewing within the time limits specified in the Rules of Operation, or specified in the published Tender Terms and Conditions.

(10.2) POZAGAS can decline an Application primarily for the following reasons:

a) a lack of non-allocated capacity of the Storage Facility,

b) if the access to the Storage Facility or the provision of the Services would prevent Storage Operator from discharging its responsibilities in the general economic interest,

c) if Storage Operator 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,

e) if POZAGAS does not provide or offer requested Service,

f) if the relevant Application fails to meet the requirement of Rules of Operation or Technical Terms and Conditions or Tender Terms and Conditions or the content of the Application has not been completed by the Applicant within a reasonable period of time set by the Storage Operator or is submitted outside the Tender,

g) for reasons provided in or resulting from relevant laws and regulations or decisions of a competent public authority, including reasons of state of crisis, state of emergency, security of supply, extraordinary regulation, or decisions of national or supranational authorities and persons entrusted with the execution of measures resulting from such legislation or decisions.

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(10.3) After receiving the Application, POZAGAS shall allocate the Storage Capacity to the Applicants according to a ranking taking into account primarily the following criteria:

a) economic efficiency characteristics of the Applicant's offer,

b) purpose for which the Storage Capacity shall be used under the following criteria: (1) the Application for Service of Storage Capacity to ensure Gas supply and network balancing, (2) other Applications for Access to the Storage Facility, including Applications for Access to the Storage Facility to ensure the security and reliability,

c) requested manner of the utilization of Storage Capacity,

d) if price regulation of access to the relevant Service is applied, then also the specifics of the manner or method of applied price regulation applies.

(10.4) In case of Applications for allocation of the Storage Capacity in the manner of the FCFS, POZAGAS shall allocate the Available Storage Capacity to the Applicants according to the order of receipt of Applications and meets the conditions for allocation of the Service.

(10.5) Application submitted by the Applicant shall be valid and binding until the results of the price Tender or the consideration of the Application by the manner of the FCFS have been evaluated and announced. If the Storage Operator evaluates the Application as successful or at least partially successful, the Application shall be valid and binding until the relevant Contract or an amendment to the relevant Contract is entered into. After evaluating the Application for Service of Storage Capacity according to the Rules of Operation as well as according to the published Tender Terms and Conditions, POZAGAS shall allocate the Available Storage Capacity or a part thereof to the selected Applicant by means of a notification together with a draft Gas Storage Contract or a draft amendment to the Gas Storage Contract. If the Gas Storage Contract or an amendment to such Contract is not concluded within the time limit set by the Storage Operator for receipt of the proposal, the Storage Operator shall be entitled to cancel the results of the Tender and to launch a new Tender; the successful Applicant who fails to conclude the Storage Contract or the amendment to the Contract in time shall be liable to pay to the Storage Operator a contractual penalty equal to 25% of the total price of the Service with which the Applicant was successful (or partially successful) and shall also be liable for any damages incurred by the Storage Operator in excess of such contractual penalty.

(10.6) POZAGAS shall allocate the requested Individual Service to the Applicant as an Interruptible Service if (i) such Service is not available in the form of the Fixed Service and (ii) the Applicant is interested in such form of Service and (iii) at the same time POZAGAS, after evaluating its technical and operational capabilities, determines that it is possible to allocate the requested Individual Service as an Interruptible Service.

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Article 11
Contracts and amendments

(11.1) Customer shall provide the Storage Operator upon the execution of the Gas Storage Contract (or other Contract) with all information and data required for the purpose of fulfilling the contractual obligations of the Storage Operator (e.g. Y-EIC balance group code, shipper code of the Connected Network and other). Customer shall grant credentials to the Storage Operator if required for the purpose of fulfilling the contractual obligations of the Storage Operator. If Customer fails to meet its obligations in time or ceases to meet these obligations, POZAGAS shall not be held liable for a failure to meet its contractual obligations until the performance of the above obligations.

(11.2) Except as expressly provided in the Rules of Operation (Sections 3.2, 29.2 and 29.3), an amendment to an existing Gas Storage Contract (or any other Contract) shall apply only with the consent of both Parties by the signing of an amendment to the Contract by authorized representatives of both Parties or in the manner agreed in the Contract.

Article 12
Claims

(12.1) Customer shall have the right to claim inadequacies of Service provided by Storage Operator in a way described in Article 30 hereof without undue delay, or within the period listed in the relevant laws. 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 the receipt of the claim and inform the Customer about the claim settlement within a relevant period, or within the period listed in the relevant laws.

(12.2) 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 these Rules of Operation.

Article 13
Rights and obligations of Customer and Storage Operator

(13.1) The Customer shall primarily have the right to:

a) use Services provided by Storage Operator in accordance with the provisions of the Gas Storage Contract,
b) non-discriminating and transparent access to the Services,
c) offer not used Storage Capacity or its part to another Gas market participant on the secondary market in accordance with these Rules of Operation,
d) use the platform to reserve secondary Storage Capacity,
e) submit to Storage Operator a proposal for new Service,

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f) give position to a proposal of commercial terms and conditions of the Storage Operator and on the proposal amendments thereto,
g) file the claim according to the Article 12 of the Rules of Operation.

(13.2) 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 the Article 3 of the Rules of Operation,
b) comply with the Gas Storage Capacity contracted in the Gas Storage Contract,
c) pay to the Storage Operator price and related fees of the Service based on the concluded Gas Storage Contract and/or the currently valid Pricelist,
d) provide Storage Operator 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 the Storage Operator an authorization or power of attorney if required for the purpose to meet contractual obligations of Storage Operator.
e) declare their legal title and right of disposal to the Gas to be stored,
f) maintain uninterrupted contact (including the relevant technological equipment necessary for communication) with the Storage Operator during the life of the Contract,
g) in the event of a crisis situation, to comply with the instructions of the Storage Operator and Connected Network Operator dispatching issued for the relevant Entry-Exit (Handing-over and Acceptance) Point or with instructions of the relevant ministry or other state authority, in particular in the case of fulfilling the general economic interest or ensuring safety standards,
h) provide cooperation to the Storage Operator in case of flow rate change or Gas flow direction change necessity.

(13.3) The Storage Operator shall primarily have the right to:

a) receive price for the Services and related fees pursuant to the Contract and/or valid Pricelist,
b) define Tender Terms and Conditions for selected Services,
c) require information and cooperation from the Customer necessary for the proper provision of Services,
d) require a Financial Security pursuant to Article 22 of these Rules of Operation,
e) refuse an Application or access to the Storage Facility for the reasons provided relevant laws and regulations or Rules of Operation (including the reason for the Applicant's failure to comply with Section 9.2),
f) 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 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 Contract by Storage Operator,
g) adjust and modify the Pricelist,
h) unilaterally adjust the price in accordance with the Section 20.4 of these Rules of Operation

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(13.4) The Storage Operator shall be primarily obliged to:

a) stipulate commercial and technical terms and conditions of the Services and if necessary, modify them accordingly,
b) take off the Gas volumes delivered by the Customer at the 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, the Technical Terms and Conditions or in Gas Storage Contract,
c) ensure the measurements pursuant to the Technical Terms and Conditions,
d) notify Customers about the scope and dates of,
e) maintain Customer's Gas Stored Account,
f) provide gas market participants with information necessary to gain access to the Storage Facility,
g) ensure a long-term and efficient development of the POZAGAS Storage Facility with a view to environment protection requirements,
h) provide the Connected Network Operator with information and cooperation at Entry-Exit (Handing-over and Acceptance) Points to ensure interoperability of the Connected Network,
i) comply with quality standards for gas storage, regularly assess the same, to publish such assessment and all this in 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 14
Limitation or interruption of storage Services

(14.1) Storage Operator shall from time to time carry out the necessary reconstructions, upgrades, repairs, maintenance and inspections of the POZAGAS Storage Facility according to the precedently prepared Shutdown Plan and for these purposes, as well as for the purposes of Scheduled Shutdowns on Connected Networks or Interconnected Networks, the Storage Operator shall be entitled to limit or interrupt the provision of Services (including Fixed Services and Interruptible Services) in accordance with the Rules of Operation to the extend and for the time necessary.

(14.2) In a situation where the Gas Storage Services are limited or interrupted under Shutdown Plan, POZAGAS shall be obliged to notify Customers on the Website about the planned commencement and termination of the limitation or interruption of the Gas Storage Services at least fifteen (15) days in advance, which period may be reasonably shorter in justified cases. If the limitation or interruption of the storage Services according to the precedent sentence is caused by Shutdown Plan on Connected Networks or Interconnected Networks, POZAGAS shall be obliged to notify its Customers on its Website about the commencement and termination of the limitation or interruption of Services without undue delay after POZAGAS gets notified about of such limitation or interruption from Interconnected Networks or Connected Networks.

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(14.3) POZAGAS has the right to limit or interrupt the provision of the Services (including Fixed Services and Interruptible Services) to extent and for a period deemed necessary in the following cases:

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 and eliminating the state of crisis in the gas sector,
c) in case of state of emergency and preventing and eliminating the state of emergency and issuance of a decision under Section 67 (8) Act No. 251/2012 Coll. on Energy,
d) in case of accidents or breakdowns at the Gas Installation and in the elimination of their consequences (including Stabilization Shutdowns),
e) under Force Majeure circumstances,
f) in the event of reasons on the part of the Interconnected Networks or Connected Networks or their operators, such as limitations/interruptions in the provision of their services or loss of their operability,
g) if it results from relevant laws and regulations or individual decision of administrative authorities, including New Legislation.

(14.4) POZAGAS shall have the right to limit or interrupt the provision of Services (including Fixed Services and Interruptible Services) also if the Customer is in breach of the Rules of Operation or any Contract and has not eliminated such breach even within an additional period of time after the request of the Storage Operator or has not complied with the conditions set out in the Rules of Operation which are mandatory for the proper provision of Services (e.g. in cases pursuant to Section 11.1 or Section 16.13) or in the relevant Contract.

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(14.5) POZAGAS has the right to limit or interrupt the provision of Interruptible Services also in accordance with the interruption conditions agreed with the Customer.

(14.6) In the cases defined in Section 14.3 of the Rules of Operation, POZAGAS shall be obliged to notify the limitation or interruptions in the provision of the Services to the Customer without undue delay.

(14.7) After the causes of the limitation or interruption of the provision of the Services have been eliminated, POZAGAS shall immediately resume the provision of the Services. POZAGAS shall make adequate efforts to minimize the duration of provision of the Services limitation or interruption.

(14.8) Limitation or interruption of the Services pursuant to Section 14.1 shall be without claims for damages of the Customer except where the Storage Operator has failed to comply with the notification obligation pursuant to the Section 14.2. Limitation or interruption of the Services pursuant to the Section 14.3 may give rise to a claim for indemnification of damages by the Customer, only if the damage was caused by the fault of the Storage Operator and to no more than the extent of such fault.

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(14.9) The Storage Operator shall apply the following procedures and principles for limiting or interrupting the provision of Injection Flow Rate and/or Withdrawal Flow Rate during the limitation or interruption of the provision of Services:

a) the Storage Operator shall limit and, if insufficient, interrupt the provision of Individual Service Injection Flow Rate in the form of "*day-ahead*" or "*within-day*" and/or Individual Services Withdrawal Flow Rate in the form of "*day-ahead*" or "*within-day*" allocated on the basis of the FCFS in the reverse order i.e. the last allocated Individual Service Injection Flow Rate "*day-ahead*" or "*within-day*" and/or Individual Service Withdrawal Flow Rate "*day-ahead*" or "*within-day*" shall be limited or interrupted first,

b) the Storage Operator shall limit and, if this is not sufficient, interrupt the provision of Individual Service Injection Flow Rate in the form of "*day-ahead*" and/or Individual Service Withdrawal Flow Rate in the form of "*day-ahead*" allocated on a Pro Rata basis, also on a Pro Rata basis, taking into account the ratio between the extent of their allocation and the extent of the limitation of the technical capabilities of the Storage Facility,

c) the Storage Operator shall limit and, if insufficient, interrupt the provision of the Interruptible Service allocated under the Contract by reducing the maximum Injection Flow Rate or the maximum Withdrawal Flow Rate of the Interruptible Service, taking into account the ratio between the original and the limited technical capabilities of the Storage Facility,

d) the Storage Operator shall limit and, if insufficient, interrupt the provision of the Fixed Service allocated under the Contract by reducing the maximum Injection Flow Rate or the maximum Withdrawal Flow Rate of the Fixed Service, taking into account the ratio between the original and the limited technical capabilities of the Storage Facility.

(14.10) If the reasons for limitation or interruption apply only to any of the Entry-Exit (Handing-over and Acceptance) Points, then the Storage Operator shall limit or interrupt the provision of Services only to those Customers who use the affected Entry-Exit (Handing-over and Acceptance) Point for the injection/withdrawal of Gas to/from the Storage Facility, applying the procedures and principles of limitation or interruption under Section 14.9 as appropriate.

Article 15
Information and documents to be published

(15.1) POZAGAS shall publish on its Website information, in particular, on:

a) Technical Capacity of the Storage Facility broken down into its individual elements,
b) Available Storage Capacity of the Storage Facility broken down into its individual elements,
c) Tender Terms and Conditions in the case of the Storage Capacity or Individual Service,

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d) secondary market (i.e. trading of the Storage Capacity) and the method of reservation of secondary capacity,
e) Available Individual Service for specified period,
f) Shutdown Plan,
g) Tender terms and conditions in case of Storage Capacity offer or offer of Individual Service,
h) Planned modifications of the amount of the Storage Capacity,
i) Application for regulated access to the Storage Facility or negotiated access to the Storage Facility.

(15.2) 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 Individual Service,
f) the model Application for the Additional Service,
g) the model Application Requesting the Transfer of Rights and Obligations,
h) the model Application for Surrender of Rights and Obligations,
i) the model Application for Transfer of Gas between Gas Stored Accounts,
j) the model Application for Transfer of Gas between Storage Facility and Interconnected Network,
k) the model Gas Storage Contract,
l) the Entry-Exit (Handing-over and Acceptance) Points - layout,
m) the model Bank Guarantee,
n) the aggregated data on the use of the Storage Facility on a daily basis,
o) the Pricelist,
p) the Evaluation of Gas Storage quality standards for the preceding year
q) the model Registration Form,
r) KYC Questionnaire,
s) the model Contract for Reporting of Customer's fundamental data to the Agency,
t) the model Contract for specific use of the Storage Capacity.

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Article 16
Nominations and Renominations

(16.1) Customer shall provide the Storage Operator information about the anticipated use of the Storage Capacity as agreed under the Gas Storage Contract during the given Storage Period, by calendar month for each year of the Storage Period, always prior to the commencement of the relevant year of the Storage Period or, at the written request of the Storage Operator.

(16.2) For the purpose of exchanging the necessary information, documents and instructions in connection with injection or withdrawal, the Storage Operator shall assign to the Customer a code designation usually specific to the Gas Storage Contract (*shipper code*).

(16.3) During the life of the Gas Storage Contract, the Customer shall notify the Storage Operator by mean of Nominations or Renominations of their requirements regarding the injection or withdrawal of the Gas in the form and manner specified in the Rules of Operation. Based on the 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.

(16.4) The Customer nominates the injection and/or withdrawal of Gas in energy units - MWh per time unit of Gas Day or hour within a Gas Day, as the case may be.

(16.5) The Customer shall send to the Dispatching of the Storage Operator its Nomination in the form of a daily Nomination for injection or withdrawal of Gas on Gas Day, no later than:

a) 15.00 CET of the preceding Gas Day for the Entry-Exit (Handing-over and Acceptance) Point of the Transmission Network of the Slovak Republic and the Exit (Handing-over and Acceptance) Point of the Distribution Network of the Slovak Republic,
b) 14.00 p.m. CET of the preceding Gas Day for the Entry-Exit (Handing-over and Acceptance) Point of the Virtual Trading Point Austria.

(16.6) Nominations shall be sent by the Customer with a breakdown of the hourly rate and an indication of whether it is Fixed Service or Interruptible Service. If the Customer does not provide an hourly rate breakdown in the Nomination, the Storage Operator shall allocate an hourly rate to the Nomination, which is determined by the ratio "*Daily Rate/24 hours*" (the sum of the nominated hourly rates represents the nominated daily rate). The Customer shall be entitled to nominate variable hourly rate during a Gas Day, provided that such hourly rate shall not exceed the maximum hourly rate for that Gas Day determined as the maximum daily rate for that Gas Day/24 hours, unless otherwise provided in the Gas Storage Contract.

(16.7) The Nomination of Customers refers to the required amount of Injection Flow Rate or Extraction Flow Rate and the determination of the Entry-Exit (Handing-over and Acceptance) Point.

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(16.8) The Customer is entitled, unless otherwise provided in the Gas Storage Contract, to change its Nominations for Gas Day based on Renominations sent to the Dispatching of the Storage Operator as follows:

a) from 15.00 CET of the immediately preceding Gas Day until 15.00 CET of the given Gas Day in case of use of the Entry-Exit (Handing-over and Acceptance) Point of the Transport Network of the Slovak Republic and the Exit (Handing-over and Acceptance) Point of the Distribution Network of the Slovak Republic,

b) from 14.00 CET of the immediately preceding Gas Day until 15.00 CET of the given Gas Day in case of using the Entry-Exit (Handing-over and Acceptance) Point of the Virtual Trading Point Austria.

(16.9) Customer's Renominations sent to the Dispatching of the Storage Operator at 4.00 CET of the immediately preceding Gas Day until 3.00 CET of that Gas Day must meet the requirement of being delivered a minimum of two (2) full hours in advance of their requested effective time. Renominations that do not meet this requirement may be accepted by the Storage Operator in exceptional circumstances.

(16.10) The provisions of Sections 16.6 and 16.7 shall also apply to Renomination.

(16.11) Nominations or Renominations shall comply with terms and conditions specified in these Rules of Operation. Nomination or Renomination, non-compliant Nominations or Renominations will not be confirmed by Storage Operator, excluding the cases under Section 16.9. The Customer shall nominate an Injection Flow Rate or Withdrawal Flow Rate consistent with the Nominations or Renominations communicated to the Connected Network Operator under the relevant Contract. Failing that, Storage Operator shall modify the Customer's Nomination or Renomination base on rule of acceptation of lower nominated value ("lesser rule").

(16.12) The Dispatching of the Storage Operator, after checking the compliance of the Nomination/Renomination with the Gas Storage Contract, the Rules of Operation and after the matching procedure with the Connected Network Operator, shall send the Customer a confirmation of the Nomination/Renomination. In case of non-compliance, the Dispatching of the Storage Operator shall adjust the Nomination/Renomination to be in compliance with the aforementioned documents, indicating the reason for the adjustment. Confirmation of the Nomination/Renomination or modification of the Nomination/Renomination shall be sent by the Dispatching of the Storage Operator, unless otherwise specified in the Gas Storage Contract, within the following timeframes:

a) confirmation of the Nomination received in accordance with Section 16.5 shall be sent by the Dispatching of the Storage Operator by 18.00 CET of that Gas Day for the following Gas Day,

b) confirmation of Renomination received by 20.00 CET of the preceding Gas Day shall be sent by the Dispatching of the Storage Operator by 22.00 CET; the Storage Operator shall start to execute these Renominations from 6.00 CET of the Gas Day to which they apply,

c) confirmation of Renomination received from 20.00 CET to 4.00 CET of the preceding Gas Day shall be sent by the Dispatching of the Storage Operator within 2 hours from the end of the whole hour within which the Renomination was

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received; the Storage Operator shall start to execute these Renominations from 6.00 to 18.00 CET of the Gas Day to which they relate,

d) Confirmation of Renomination received from 4.00 CET of the previous Gas Day until 3.00 CET of that Gas Day shall be sent by the Dispatching of the Storage Operator within 2 hours of the end of the full hour within which the Renomination was received; the Storage Operator shall start to execute such Renominations after the end of 2 hours after the end of the full hour within which the Renomination was received (except as provided in the last sentence of Section 16.9).

(16.13) Templates for the Nomination and Renomination forms are posted on the Website. The Customer is entitled to choose, in agreement with the Storage Operator, a different format of the forms than the one published on the Website, but is obliged to comply with the content of the documents, which is binding for all Customers.

(16.14) After the end of the Gas Day, the Storage Operator sends the Customer a daily report on the quantities of Gas injected or withdrawn from the Storage Facility, on the initial and final balance of Gas stored in the Storage Facility for the respective Gas Day.

(16.15) The Storage Operator accepts and returns to the Customer the required quantities of Gas that the Storage Operator has confirmed for acceptance or delivery, i.e. the nominated and confirmed quantity is deemed to have been injected or withdrawn and any imbalance from the actual measured quantity of Gas is resolved between the Storage Operator and the relevant Interconnected Network Operator through the OBA.

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

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

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(16.18) Customer shall be entitled to entrust a third person to send Nomination or Renomination to the Storage Operator. Customer shall be obliged to notify the Storage Operator 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.

(16.19) The Storage Operator shall be entitled to delegate performance of a certain dispatching activities to the Operator of Interconnected Storage Facility, including receipt and processing of the Nominations and/or Renominations of Customers in the name and on behalf of Storage Operator.

Article 17
Storage and risk of loss of Gas

(17.1) The Customer shall only be entitled to store Gas (i) in respect of which it has title and the right to dispose of it under the Gas Storage Contract for the duration of this contractual relationship, and (ii) which is not subject to any third-party right that conflicts with the rights of the Storage Operator and (iii) which has the customs status of Union Goods, unless otherwise agreed with the Storage Operator. The Customer shall indemnify the Storage Operator against all its direct or indirect costs, including court or arbitration costs and the costs of settling third-party claims or penalties, incurred or payable by it in connection with the Customer's breach of this obligation.

(17.2) The risk of loss of Gas (including liability for damage to Gas) delivered by the Customer to the Storage Operator shall pass to the Storage Operator at the Entry-Exit (Handing-over and Acceptance) Point at which the Gas is handed over to it by the Customer.

(17.3) The risk of loss of Gas (including liability for damage to Gas) redelivered by the Storage Operator to the Customer shall pass to the Customer at the Entry-Exit (Handing-over and Acceptance) Point at which the Gas is redelivered to the Customer by the Storage Operator.

(17.4) POZAGAS shall provide the executor with assistance in the execution on the Gas owned by the Customer in the Storage Facility to the extent and in a manner that does not jeopardize the safe operation of the Storage Operator. Gas in execution may be listed with the Storage Operator in the inventory of items subject to execution only if it is in the Storage Facility and the executor has demonstrably secured its future safekeeping under contract with the Storage Operator or a third-party. The Customer is obliged to inform POZAGAS of the commencement of execution proceedings on its property and, from time to time, of the status of such proceedings. For the avoidance of doubt, the Storage Operator cannot be fairly required to hand over to the executor conducting the execution proceedings on the Customer's property the Gas on which the Storage Operator has claimed a retention right or the withdrawal of which could cause technical problems for the Storage Operator and/or give rise to additional costs for the Storage Operator.

(17.5) POZAGAS shall not become the owner of Gas delivered by Customer for storage.

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(17.6) 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 18
Entry-Exit (Handing-over and Acceptance) Points

(18.1) Entry-Exit (Handing-over and Acceptance) Point of Storage Facility shall mean a point at which Gas is delivered or redelivered between Storage Operator and the Customer or vice versa. Entry-Exit (Handing-over and Acceptance) Point of the Storage Facility shall mean at which Gas is delivered and redelivered specifically from Storage Operator to the Customer.

(18.2) 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 Storage Operator. 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 Storage Operator of the Transmission Network Slovak Republic shall be deemed the place of physical Handing-over and Acceptance of the Gas.

(18.3) 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 Storage Operator of the Distribution Network Slovak Republic shall be deemed the place of physical hand-over/acceptance of the Gas.

(18.4) Via Entry-Exit (Handing-over and Acceptance) Point of the 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 Storage Operator with the place of physical hand-over/acceptance of Gas at the WAG/MAB connection point in the territory of Austria.

(18.5) The responsibility of the Storage Operator 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.

(18.6) 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.

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Article 19
Gas Stored Account, allocated quantities of Gas

(19.1) The Storage Operator shall maintain a Gas Stored Account for the needs of the Customer. The Gas Stored Account shall be maintained in energy units (MWh).

(19.2) The quantity of Gas accepted by Storage Operator from the Customer at Entry-Exit (Handing-over and Acceptance) Points or transferred quantities according to the Section 6.3 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.

(19.3) The quantity of Gas redelivered by Storage Operator to the Customer at Entry-Exit (Handing-over and Acceptance) Points or transferred quantities according to the Section 6.3 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.

(19.4) POZAGAS shall submit to the Customer, no later than by the eighth (8^{th}) 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 and other summaries of the use of the Storage Capacity for the purpose of invoicing for Individual Services and Additional Services and related charges, as applicable. 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 the Storage Operator, the consent of the Customer with the monthly overview shall be deemed granted.

(19.5) The quantities of Gas allocated to the Customer for injection or withdrawal shall be deemed to be the quantities of Gas as most recently confirmed to the Customer for injection or withdrawal, except in cases where there has been a retrospective modification of the allocated quantities by the Connected Network Operator. Allocated quantities of Gas for injection and/or withdrawal shall be allocated by the Storage Operator to the Gas Stored Account or debited from the Customer's Gas Stored Account associated with the Gas Storage Contract under which the injection and/or withdrawal was requested.

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Article 20
Price

(20.1) The prices of Services (including related fees) provided by the Storage Operator and/or their computation method shall be as specified in the currently valid Pricelist and/or in the relevant Contract.

(20.2) The costs of the Gas, electricity or emission allowances used for the own consumption of Storage Facility, required for the injection or withdrawal of Gas associated with the provision of the Services, shall be included in the price of the Service except Gas Storage Contract stipulates otherwise.

(20.3) In line with applicable Slovak law or the relevant Gas Storage Contract, value-added tax (VAT) shall be added to the price (including related fees) provided for in the Pricelist.

(20.4) If, in period after the Gas Storage Contract is entered into, new taxes, duties and charges are introduced or existing taxes, duties and fees are increased under New Legislation and/or new or increased fees are introduced by the Connected Network Operator and/or the Interconnected Network Operator, which POZAGAS is entitled to unilaterally increase the price agreed in Gas Storage Contract in the explicit extent respective to such new taxes, duties and fees, or respective to the difference between the original amount of taxes, duties and fees and the new one. Such right shall accrue to it from the moment such change takes effect. 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 21
Invoicing and payment terms

(21.1) The invoicing period of the Services shall be one calendar month.

(21.2) Payments by the Customer to the Storage Operator shall be made based on invoices issued by the Storage Operator and delivered to the Customer.

(21.3) Value Added Tax (VAT) will be added to the price for the Services in accordance with applicable law. The invoices issued by the Storage Operator shall also contain all the particulars provided for by relevant laws and regulations.

(21.4) The Storage Operator shall issue and send the Customer an invoice no later than on the fifteenth (15^{th}) day of the calendar month for the preceding calendar month, in which the Services was provided.

(21.5) The Price of the Services, or related fees, applied on an As-used basis in accordance with the Pricelist, shall be invoiced in accordance with the monthly statement issued in

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accordance with Section 19.4, which shall also form an attachment to the invoice issued for the preceding calendar month.

(21.6) In the case of the provision of several interrelated Services in the previous month, the Storage Operator may also issue a single aggregate invoice for these Services.

(21.7) The invoice, including the invoice by which POZAGAS invoices the contractual penalty or claim for compensation, shall be payable by fourteen (14) calendar days after the invoice has been drawn. If the fourteenth (14^{th}) 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.

(21.8) Payment of the invoice will be made by transfer order to the account of the Storage Operator. 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.

(21.9) The Storage Operator and the Customer shall issue and deliver all invoices exclusively in electronic form, as follows:

a) If the Storage Operator or the Customer is required under applicable generally binding legal regulations to issue an invoice exclusively in the form of an electronic document that enables automated and electronic processing (xml), in a data structure compliant with the European standard for electronic invoicing and the list of its syntaxes pursuant to the relevant European Union law, the Party issuing the invoice shall issue and deliver such invoice to the other Party in accordance with the procedure set out in Section 21.9 (c) of the Rules of Operation.

b) If the Storage Operator or the Customer is not required to issue an invoice in accordance with point (a) of this Section, the Party issuing the invoice shall issue and deliver the invoice to the other Party in accordance with either point (i) or point (ii) below, at the discretion of the Party issuing the invoice:

(i) The Party issuing the invoice shall issue such invoice in xml format in accordance with point (a) of this Section and deliver it to the other Party in the manner specified in point (c) of this Section, provided that this method may only be selected if the other Party is able to receive the invoice by such means of delivery;

(ii) The Party issuing the invoice shall issue such invoice in pdf format and deliver it to the other Party in accordance with point (d) of this Section.

c) If the Party issues an invoice in xml format in accordance with point (a) of this Section, it shall send such invoice to the other Party via an electronic invoicing delivery service (or via the Peppol network access point of the relevant Party), through a certified provider of an electronic invoicing delivery service (or a Peppol network access point provider for the relevant Party) facilitating the exchange of electronic invoices via the Peppol network. All annexes required under the Rules of

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Operation or the Contract shall be attached to the invoice sent in accordance with this point, exclusively in formats supported by the Peppol network and the relevant Peppol BIS (Business Interoperability Specifications) applicable on the date of sending the invoice.

d) If the Party issues an invoice in pdf format, it shall send such invoice to the other Party by email using the email addresses agreed in the Contract. The invoice shall be delivered to the other Party in a separate email, together with all annexes required under the Rules of Operation or the Contract, in pdf format. Neither Party shall be entitled to make any amendments to or otherwise modify the invoice once it has been issued and delivered in this manner.

(21.10) The invoice shall be deemed to have been delivered as follows:

a) An invoice issued in xml format in accordance with Section 21.9 (a) of the Rules of Operation shall be deemed to have been delivered on the date of its successful delivery to the Peppol network access point addressed to the other Party's Peppol ID (Identifier). If the invoice is not successfully delivered in accordance with the preceding sentence due to a failure on the part of the Party to which the invoice is being delivered, the invoice shall be deemed to have been delivered on the date on which it is sent via an electronic invoicing delivery service (or via the Peppol network access point of the relevant Party), through a certified provider of an electronic invoicing delivery service (or a Peppol network access point provider for the relevant Party) facilitating the exchange of electronic invoices via the Peppol network.

b) An invoice issued in pdf format shall be deemed to have been delivered on the date on which it is sent from the email address of the Party issuing the invoice to the email address of the other Party to which the invoice is being delivered.

(21.11) 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 Storage Operator 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. Storage Operator 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 Storage Operator reviews the complaint and concludes that it is justified, Storage Operator shall issue a restated invoice. If the incorrectly invoiced amount is greater than the actual price of Services provided to the Customer, Storage Operator 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; Storage Operator shall issue an additional invoice (debit note) in respect of the difference between the actual price of Services and the invoiced amount. The provisions of this Article hereof shall apply accordingly to the additional invoice.

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(21.12) If the Customer fails to pay the invoiced amount or its part when the invoice is due, POZAGAS shall charge the Customer an interest on the overdue amount at the rate of 0.03% of the overdue amount for each day of delay. 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.

(21.13) If the Financial Security has been agreed in the form of a monetary security or advance payment pursuant to Section 22.1(b), the Customer shall pay the monetary security or advance payment in accordance with the Gas Storage Contract and in accordance with Section 22.2.

Article 22
Financial Security

(22.1) Pursuant to the Gas Storage Contract, the Customer shall be obliged to provide Storage Operator with a Financial Security to secure its payment obligations under the Gas Storage Contract ("**Financial Security**"), if Storage Operator requires such Financial Security. The provision of security under this Article shall be provided in accordance with the terms and conditions set out in the Rules of Operation and/or the Gas Storage Contract. The Customer shall provide the Storage Operator with one or more of the following forms of security, at the Storage Operator's option and subject to the terms and conditions specified by the Storage Operator, in the form of:

a) a bank guarantee,
b) a monetary security or an advance payment,
c) a guarantee of a parent company or other company of Customer's group ("**Parent Company Guarantee**").

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

(22.3) Attributes of a Financial Security according to Section 22.1(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 Storage Operator pursuant to the Gas Storage Contract (including VAT),
b) the bank guarantee shall be valid as of the date of signing the Gas Storage Contract or a later date determined by Storage Operator and effective as of the first (1st) 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 (2nd) month following the termination of the Gas Storage Contract effectiveness,
d) the bank guarantee shall be issued with Storage Operator 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 Storage Operator being received and without

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any preceding notice by Storage Operator requesting that the Customer fulfil their obligations,

f) the bank guarantee shall be irrevocable,
g) for Contracts concluded for a multi-year Storage Period, the amount of the Bank Guarantee shall be adjusted in each year according to the escalation formula set out in the Gas Storage Contract,
h) the bank guarantee will be governed by Slovak law and the rules of URDG 758 (ICC Uniform Rules for Demand Guarantees), subject to ICC arbitration with three arbitrators in accordance with Article 27,
i) Only a bank 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" shall be considered eligible to issue a bank guarantee.

(22.4) Conditions of a monetary security (or advance payment) under Section 22.1(b) hereof are as follows:

a) the amount of the monetary security (or advance payment) must be at least equal to three months of the Customer's payment obligation to the Storage Operator under the Gas Storage Contract (including VAT),
b) the monetary security (or advance payment) shall serve in its entirety to secure the Customer's payment obligations under the Gas Storage Contract and/or the Rules of Regulations,
c) the monetary security (or advance payment) may be used to pay the price for the last three (3) calendar months of the term of the Gas Storage Contract, provided that it is equal to three months of the Customer's payment obligation (i.e. it is not exhausted by the Storage Operator as a Financial Security) and provided that the Customer has fulfilled all obligations to the Storage Operator under the Gas Storage Contract,
d) if the monetary security (or advance payment) is used by the Storage Operator as Financial Security pursuant to Article 22 of the Rules of Operation and/or is not duly replenished by the Customer up to the amount pursuant to Section 22.4(a), the Storage Operator shall be entitled to claim (re-invoice) the price to the Customer in the corresponding amount pursuant to the Gas Storage Contract,
e) The Storage Operator shall inform the Customer in writing of the use of the monetary security (or advance payment) for the payment of the Customer's unfulfilled obligations of the Customer in accordance with Article 22 of the Rules of Operation,
f) the monetary security (or advance payment) shall not be subject to any form of interest or interest payment,
g) the Storage Operator shall return the monetary security (or the advance payment) no later than five (5) working days after the Customer has fulfilled all of its obligations in the event that the monetary security (or the advance payment) has not been used for the payment of the Customer's obligations.

(22.5) With Storage Operator's prior consent, the Customer is entitled to provide the Financial Security in the form of a Parent Company Guarantee under Section 22.1(c) hereof whereas POZAGAS shall provide such consent on the basis of financial capacity

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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 22.3 a) through g) hereof shall apply to the Parent Company Guarantee accordingly.

(22.6) 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.

(22.7) If part of the Financial Security is exhausted, POZAGAS has the right to request the Customer to replenish it to the initial amount (if applicable). If a material change of circumstances ("**Material Change**") occurs, POZAGAS shall have the right to request the Customer to replace or increase the Financial Collateral. The Customer shall be obliged to replenish, replace or increase the Financial Collateral within fifteen (15) days from the date on which POZAGAS has invited the Customer. If the Customer fails to replenish, replace or increase the Financial Security in accordance with the request of the Storage Operator within the specified period, POZAGAS shall proceed accordingly in accordance with Section 23.4.

(22.8) A Material Change within the meaning of Section 22.7 means in particular:

a) the Financial Security has expired or has been compromised, i.e. the security provided has expired, has been revoked, has been modified, has ceased to be valid and/or effective, has been called into question or is inadequate;
b) impaired ability to perform, i.e. where, in the reasonable opinion of the Storage Operator, the Customer's ability to perform its obligations under the Gas Storage Contract is materially impaired;
c) a change of control of the Customer, i.e. there has been a change of control of the Customer (whether or not as a result of a merger, reorganization, consolidation or similar transaction, liquidation or dissolution, sale of shares or other interest or sale of the whole or significant assets) whether through one or more related transactions. For the purposes of this Article, control in relation to a legal entity means the power, direct or indirect (through one or more intermediaries), of a person to ensure that the legal entity is managed in accordance with that person's wishes, through the holding of shares or the exercise of voting rights, or by virtue of any powers conferred by the constitutive or corporate documents or by shareholders' or similar agreements; and
d) a fundamental change in the market.

(22.9) To secure claims on the Customer, POZAGAS shall have the retention right in respect of the Customer's stored Gas or Gas declared by the Customer as Gas to which it has a right of ownership and/or disposition.

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Article 23
Termination of contractual relations

(23.1) 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 Storage Operator.

(23.2) If no agreement is reached between Storage Operator and the Customer pursuant to Section 23.1 hereof and the Customer fails to use the option of assigning the ownership of the Gas stored on his Gas Stored Account or on other Customer's Gas Stored Account pursuant to Section 6.3 hereof, Storage Operator shall be obliged the right to sell the Gas not withdrawn on behalf of the Customer shall transfer the proceeds of such sale to the Customer's bank account, net of its allowed claims, without undue delay after such allowed claims have been settled.

(23.3) The rightful claims of the Storage Operator under Section 23.2 shall be in particular (i) the price for the storage of the Gas in the Storage Facility for the period from the end of the Storage Period agreed in the Gas Storage Contract until the date of sale of the Gas, corresponding to the price for the Services agreed in the relevant Gas Storage Contract or set out in the Pricelist, in an aliquot amount depending on the duration of such storage of the Gas, (ii) a contractual penalty equal to twice the price pursuant to the preceding Section (i), but without limiting the damages and other claims of the Storage Operator, (iii) the costs incurred in connection with the sale of the Gas, and (iv) any other claims and/or demands of the Storage Operator against the Customer relating to or arising out of the Gas Storage Contract and any damages or injuries suffered by the Storage Operator as a result of the non-withdrawal of the Gas, as the case may be.

(23.4) The Storage Operator shall be entitled to withdraw from the Gas Storage Contract or any other Contract if the Customer materially breaches this Gas Storage Contract or any other Contract, the Rules of Operation, whereby a material breach shall be deemed to have occurred when:

a) the Customer fails to pay any monetary obligation (payment obligation) or other obligation to the Storage Operator within ten (10) business days of its due date,
b) the Customer fails to return the Gas provided by the Storage Operator in accordance with the relevant Gas Storage Contract or other Contract when the Inverse Storage Capacity Service is provided and/or,
c) the Customer fails to inject into and/or withdraw from the Storage Facility in the event of the provision of the Storage Capacity with compulsory use (with compulsory flows) and/or,
d) the Customer fails to timely provide the Financial Security required by the Storage Operator in accordance with the Rules of Operation and/or the relevant Contract, or fails to timely replenish or increase such Financial Security at the request of the Storage Operator,
e) the Customer has provided false or misleading information and/or documents to the Storage Operator and/or,

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f) the Customer otherwise materially breaches the Gas Storage Contract or any other Contract concluded with the Storage Operator, the Rules of Operation, e.g. by breaching confidentiality of information and/or,
g) the Customer is in breach of another Contract with the Storage Operator or the Rules of Operation in connection with such other Contract for which the Storage Operator may terminate such other Contract by way of cancellation (cross-default).

(23.5) The Storage Operator shall also have the right to terminate the Gas Storage Contract if (i) the Customer files a motion for bankruptcy or restructuring of the Customer with the court, or (ii) the Customer is bankrupt, or (iii) the court declares the Customer bankrupt or approves the restructuring of the Customer, or rejects the bankruptcy on the grounds that the Customer's assets are insufficient; or (iv) the general meeting of the Customer decides to dissolve the Customer and to liquidate the Customer; or (v) the competent court has made a valid decision to dissolve and/or liquidate the Customer on the court's own initiative or on the basis of a petition by a third-party; or (vi) there is a pending proceeding in relation to the Customer's assets enforcement or execution proceedings pursuant to a final and enforceable judgment and/or writ of execution or (vii) the Customer's conduct demonstrably endangers or could substantially endanger the security of the Storage Facility or (viii) the Customer (or a person controlled by or controlling the Customer or its end-user of the benefits or a person, who is its statutory body) has been sanctioned under the Sanction List or (ix) it is a foreign Customer and a similar situation arises; or similar legal effects which are equivalent to the above, under the law of the country in which the Customer has its registered office or place of business, as well as (x) in the cases referred to in Section 8.8.

(23.6) If the Storage Operator withdraws from the Gas Storage Contract due to a breach of the Customer's obligations, the Storage Operator shall be entitled to claim against the Customer, inter alia, a contractual penalty corresponding to the difference between the price, which the Customer would have been obliged to pay to the Storage Operator for the Services during the entire Storage Period originally agreed in the terminated Gas Storage Contract and the price paid by the Customer to the Storage Operator under the Gas Storage Contract on the date of termination of the Gas Storage Contract, without prejudice to the right of the Storage Operator against the Customer for payment of outstanding liabilities, damages and/or compensation.

(23.7) 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 Storage Operator. A failure to meet material contractual obligations from the side of Storage Operator is any situation in which concurrently:

a) in a period of three (3) consecutive months POZAGAS has repeatedly failed to perform duly confirmed requirements for injection or withdrawal unreasonably or for reasons other than the reasons specified in or arising from 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

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c) the reason of a failure to perform requirements from the side of POZAGAS has not even partially been caused by the Customer, Connected Network Operator or Interconnected Network Operator,
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.

(23.8) The Customer shall also have the right to withdraw from the Gas Storage Contract if (i) the Storage Operator files a motion for bankruptcy or restructuring of the Storage Operator with the court, or (ii) the Storage Operator is bankrupt, or (iii) the court declares the Storage Operator bankrupt or approves the restructuring of the Storage Operator, or dismisses the bankruptcy due to the lack of assets of the Storage Operator or (iv) the general meeting of the Storage Operator decides on the dissolution of the Storage Operator and its liquidation or (v) the competent court has passed a final order on the dissolution and/or liquidation of the Storage Operator on the court's own initiative or on the basis of a motion of a third party.

(23.9) Withdrawal shall be effective upon delivery of the notice of withdrawal to the other Party or at such later time as the Storage Operator may specify in the notice of withdrawal. Withdrawal from a Gas Storage Contract or other Contract shall not affect provisions which by their nature are intended to continue after the termination of such Contract. The Parties shall not reimburse each other for the performance of services provided to each other prior to the withdrawal from the Contract and the withdrawal shall not have retroactive effect. Withdrawal from the Contract shall not affect the validity of claims which arose under the Contract prior to the effective date of withdrawal from the Contract.

Article 24
Force Majeure

(24.1) 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, landslide, floods, earthquake, landslide, war or situations similar to war, fire, explosions, terrorist attacks, pandemic 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 ("**Force Majeure**"), 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.

(24.2) Force Majeure is not the inclusion of the Customer on any sanction list (including the Sanction List) or the Customer's inability to supply to or trade with its Customers because they have been included on any sanctions lists, or the inability to send payments to or receive payments from the Storage Operator (in the agreed currency and to/from

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Slovak Republic) as a result of the sanctions, or the "freezing" of Gas in the Storage Facility as a result of the application of any sanctions.

(24.3) If an event of Force Majeure lasts for more than three (3) months, the Parties shall, unless agreed otherwise, discuss the dates and terms and conditions of a possible termination of the Gas Storage Contract.

Article 25
Indemnification and liability

(25.1) Where the Rules of Operation provide that the Customer is to indemnify the Storage Operator, such indemnification obligation shall be an innominate contract pursuant to Section 269(2) of the Commercial Code under which the Customer shall indemnify the Storage Operator against all damages (actual damages as well as loss of profit) and costs incurred by it arising out of or in connection with the conduct to which the indemnity obligation relates, provided that the provisions of Sections 373, 374, 375, 379, 385, and 725 through 728 of the Commercial Code shall not apply for purposes of indemnification, and the indemnity obligation shall remain in full force and effect until it is paid in full.

(25.2) The Parties shall be liable to each other for the return of Gas in full, i.e. the Storage Operator shall be liable for the loss of Gas in the Storage Facility and the Customer, in the event that it has been provided with Gas, shall be liable for the return of an equal quantity of the Gas provided in the quality pursuant to the Technical Terms and Conditions and in the manner agreed with the Storage Operator. The Party shall be obliged to return the Gas in accordance with this Article of the Rules of Operation in the event that it fails to return the Gas to the Party at the agreed time, in the relevant quantity and quality pursuant to the Technical Terms and Conditions, it shall be obliged to compensate the Party entitled to do so for actual monetary damages, the amount of the actual damages to be determined on the basis of the price of the Gas for which the relevant quantity of Gas can be procured on the market at the time of the damage, including any costs incurred in procuring the Gas.

(25.3) The Storage Operator shall not be liable for lost profits or any other indirect or non-pecuniary damages, unless otherwise provided in the Rules of Operation or the Gas Storage Contract.

(25.4) The Storage Operator shall be liable for damages for breach of an obligation under the Gas Storage Contract up to a maximum of twice the total storage price agreed in the Gas Storage Contract, but not more than twice the price for storage price per twelve (12) months (annual price for storage). If the sum of the individual Customers' claims for damages against the Storage Operator for a single damage event exceeds the maximum limit of EUR 10,000,000, each Customer's claim for damages shall be reduced proportionately by the ratio of the maximum limit to the sum of the individual Customers' claims. The amount of the Storage Operator's liability to the Customer or a third-party for damages arising from a breach of an obligation other than an obligation under the Storage Contract shall be limited to EUR 100,000 per breach and up to EUR

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500,000 in total. The amount of the Storage Operator's liability for damages in this Section 25.4 corresponds to the maximum damage that could have been foreseen at the time of the creation of the contractual relationship.

Article 26
Confidentiality

(26.1) All contractual terms and conditions as well as the provisions of the Gas Storage Contract, as well as all information exchanged between the Storage Operator and the Customer in connection with the performance of the Gas Storage Contract and all information exchanged between a gas market participant and the Storage Operator for the purpose of concluding the Contract, shall be deemed strictly confidential and it shall be inadmissible to disclose such information to any third-party unless otherwise provided for in the Rules of Operation or the Contract.

(26.2) A Party shall be entitled to pass confidential information to its representatives (in particular in respect to the procedure under Sections 11.1 and 16.8 of these Rules of Operation), authorized/entrusted 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 Sections 6.6 through 6.18. Such representatives, authorized/ entrusted individuals and employees, however, must agree in advance to be bound by confidentiality requirements even after they cease to act as representatives, authorized/entrusted individuals and/or employees of the respective Party. In case of third persons under Sections 11.1 and 16.8 of these Rules of Operation the confidentiality must be ensured also for the event that the intended procedure under Sections 11.1 and 16.8 of these Rules of Operation shall not happen at all.

(26.3) POZAGAS is entitled to make confidential information available to the Operator of the Interconnected Storage Facility in connection with performance of certain dispatching activities under Article 16 hereof. The Operator of the Interconnected Storage Facility 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 Article 16 hereof. POZAGAS shall further be entitled to disclose confidential information to persons providing services to it, to the extent necessary for the purpose of providing the relevant services, provided that such persons shall be bound by an obligation of confidentiality with respect to the confidential information they become aware of, including after the termination of the provision of such services.

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(26.4) The non-disclosure obligation shall remain in force for five (5) years following the termination of the effectiveness of the Gas Storage Contract.

(26.5) The provision of Section 26.1 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

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information to advisors of the Party (e.g. auditors and lawyers, tax advisors) provided that the advisors are bound by confidentiality rules. The content of the provision in Section 26.1 hereof shall not apply to the disclosure of confidential information by the Storage Operator in the assignment of a claim or in the pursuit of claims in arbitration or court proceedings. The Customer or a third-party may not assign its claims against the Storage Operator without the prior written consent of the Storage Operator.

(26.6) The obligations to keep confidentiality of the information under these Rules of Operation or under the Contract shall not apply to the provision of operational information and transfer of data to the Connected Networks Operator or Interconnected Networks Operator to other authorities responsible for the operation of the relevant gas market (e.g. market area manager) in accordance with Section 11.1 of these Rules of Operation.

Article 27
Applicable law and settlement of disputes

(27.1) 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. Slovak law shall also apply to any non-contractual claims.

(27.2) All disputes (including disputes over non-contractual claims) between the Parties under or in connection with the Gas Storage Contract or other Contracts entered into under or in connection with the Rules of Operation ("**Dispute**") shall Parties attempt to settle out of court in good faith by amicable agreement.

(27.3) 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.

(27.4) The arbitration shall be governed by the Rules of Arbitration of the International Chamber of Commerce/International Chamber of Commerce ("**ICC**"), provided that (i) the place of arbitration shall be Zurich, (ii) the arbitration shall be conducted in the English language before three (3) arbitrators, while the Parties shall nominate one (1) arbitrator each and the two (2) arbitrators nominated in this way shall appoint a third arbitrator, who shall act as chairman of the Court of Arbitration, and (iii) no arbitral award or procedural order rendered in the arbitration shall be made public. The arbitral award resulting from the arbitration shall be final and binding on the parties to the arbitration.

(27.5) For Disputes between the Storage Operator and the Customer, the emergency arbitrator and expedited procedure provisions of the ICC Rules shall not apply.

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Article 28
Severability of obligations

(28.1) 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.

(28.2) 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 non-valid or 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 original provision if possible.

Article 29
Form and language

(29.1) Gas Storage Contracts as well as all other Contracts pursuant to these Rules of Operation and/or 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.

(29.2) The conclusion of the Contract and related documents (including amendments and modifications thereto) pursuant to the Rules of Operation shall be executed (i) in paper form and signed by both Parties in their own handwriting or (ii) electronically and signed by an advanced electronic signature (as defined in Article 3(11) of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC) or (iii) by any other means agreed in the Contract.

(29.3) The Contract may also be concluded, supplemented or amended by way of acknowledgement of the submitted Application for Individual Service, Application for Additional Service or Nomination in the nature of the Application for the Individual Service by the Storage Operator in accordance with Section 3.2(ii) electronically (e.g. by email or online on the Website).

(29.4) 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

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Operation in the English language, a wording of the Rules of Operation in the Slovak language shall prevail.

Article 30
Communication

(30.1) Unless otherwise provided in the Rules of Operation, POZAGAS and Customers shall communicate with each other in connection with matters relating to the performance of the Contract through the contact persons designated in the Contract, either in person, by mail, either by telephone or by electronic communication (e.g. e-mail).

(30.2) All correspondence in writing, except correspondence between the Dispatching of the Storage Operator and the Customer pursuant to the Rules of Operation, shall be sent to the registered office address of the other Party or to the address specified in the respective Contract. The Storage Operator accepts correspondence by letter only on working days (in the territory of the Slovak Republic) within its office hours (i.e. as of 8.00 CET to 16.00 CET).

(30.3) For the purpose of securing Nominations and Renominations and for the purpose of securing other operational requisites (in particular regular daily and monthly reporting), the Customer and the Storage Operator shall communicate via e-mail or the Edig@s communication protocol. In the event of a failure of the internet connection, the Storage Operator and the Customer shall use a telephone connection to communicate, and shall confirm the telephone message in writing via email or the Edig@s communication protocol as soon as the internet connection failure has been resolved.

(30.4) The Customer shall notify the Storage Operator in writing without undue delay of any changes to the contact details set out in the Contract.

(30.5) POZAGAS reserves the right to change the means of technical communication if technical developments so require. However, adequate security of the transmitted data must be ensured.

Article 31
Amendments to Rules of Operation of Storage Operator

(31.1) POZAGAS shall be entitled to amend any provisions hereof if:

a) an amendment is required by New Legislation,
b) an amendment is needed in order to harmonize the Rules of Operation with applicable regulations,
c) an amendment is prompted by experience obtained by Storage Operator while operating the Storage Facility and by general business practice of the sector.

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

(31.2) 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.

Article 32
Transitional and final provisions

(32.1) 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. POZAGAS shall publish the information pursuant to Section 15.1(e) of the Rules of Operation by the completion of the internet business portal upon request.

(32.2) 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. Claims which arose before the entry into force of the Rules of Operation shall remain unaffected.

(32.3) Any reference to the rules of operations (or Articles or Sections thereof) 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; provided that if a reference in a Contract entered into while the precedent Rules of Operation of the Storage Operator were in force is not accurate as a result of a change and/or different wording in the Rules of Operation, such reference shall be deemed to be a reference to the provisions of the Rules of Operation which are logically closest to the original meaning of such reference.

(32.4) The term Gas Storage Contract within the meaning of Section 2.1 (78.) includes gas storage contracts entered into under or pursuant to precedent rules of operation of the Storage Operator.

(32.5) On the date of entry into force of the decision of the Regulatory Office for Network Industries on approval of the Rules of Operation, the rules of Operation approved by the decision of the Regulatory Office for Network Industries No. 0003/2013/P-P-PP dated 27 April 2013, as amended by decision No. 0048/2013/P-P-PP dated 20 September 2013, as amended by decision No. 0009/2014/P-P-PP dated 25 November 2014, as

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amended by decision No. 0002/2019/P-P-PP dated 24 April 2019 and as amended by decision No. 0001/2025/P-PP dated 27 February 2025, shall cease to have effect.

(32.6) If any of the provisions hereof is or becomes null and void, this shall be without prejudice to the other provisions hereof.

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