

AGREEMENT FOR THE PROVISION OF THE SERVICE OF DAY-AHEAD FLOWRATES

made on _____ by and between the following parties:

- (1) **[FILL IN]**, with its seat at: [FILL IN], registered in [FILL IN], BIN: [FILL IN], VAT Reg. No.: [FILL IN], bank connection: [FILL IN], represented by: [FILL IN] (hereinafter only the “**Customer**”)
- and
- (2) **POZAGAS a.s.**, with its seat at: Malé námestie 1, Malacky, 901 01, Slovak Republic, registered in the Commercial Register of the District Court Bratislava I, Section Sa, Insertion No. 1271/B, BIN: 31 435 688, VAT Reg. No.: SK2020357372, Bank connection: Tatrabanka, akciová spoločnosť, account number: 262 000 3092 / 1100, SWIFT: TATR Sk BX, IBAN SK111100000002620003092, (hereinafter also only the “**Storage System Operator**” and, together with the Customer also the “**Parties**”).

Provisions of the Rules of Operation of POZAGAS a.s., which stipulate general business conditions for access to the storage UNGSF Láb 4 and for the provision of services in the storage (hereinafter also only the “**Rules of Operation**”) and the Technical Terms and Conditions of Access and Connection to Underground Natural Gas Storage Facility Láb 4 and Rules of Operation Thereof (hereinafter also only the “**Technical Terms and Conditions**”) form an integral part of this Agreement for the Provision of the Service of Day-Ahead Flowrates (hereinafter only the “**Agreement**”) and stipulate basic rules for the provision of an individual service of injection / withdrawal flow rate on an interruptible basis.

1. Definitions

The terms defined in the Rules of Operation, in the Technical Terms and Conditions and applied in this Agreement shall have the same meaning, unless this Agreement provides for otherwise.

2. Subject-matter of the Agreement

The subject-matter of this Agreement is the provision of an individual service of injection / withdrawal flow rate on an interruptible basis (hereinafter only the “**DAS**”). The Customer shall be entitled to request, based on this Agreement, for the provision of injection/withdrawal flow rate on an interruptible basis in excess of the maximum output reserved in the Gas Storage Contract. Such right applies to each effective Gas Storage Contract executed between the Parties for a period of the provision of gas storage service on its basis. The availability of the DAS for a given Gas Day is determined by the publication of available flow rate at www.pozagas.sk. The Customer shall be entitled to request the Storage System Operator for the DAS

Storage System Operator
POZAGAS a.s

In Malacky, on _____

.....
.....

on a day-ahead basis, i.e., in the nomination of output on the day immediately preceding a day of the performance of the output. The allocation of the DAS to the Customer shall be effectuated by the acknowledgement of nomination of the Customer.

3. Price DAS, Payment and Invoicing Terms

The Customer shall be obliged to pay the price for the provision of the DAS in accordance with the applicable Price List published by the Storage System Operator at www.pozagas.sk. Payment and invoicing terms are defined in the Price List.

4. Dispute Resolution

Dispute resolution shall be governed by the relevant provisions of the effective Gas Storage Contract executed between the Parties.

5. Final Provisions

The contractual relationship established by this Agreement shall be governed in any matters expressly not provided for by this Agreement by the provisions of Act No. 513/1991 Coll., Commercial Code, as amended, and by the relevant legal regulations.

This Agreement has been prepared in 4 counterparts and each Party shall receive two counterparts. This Agreement shall become valid and effective upon its execution by the authorized representatives of both Parties.

The Parties represent they have read this Agreement, have understood its contents, and, expressing their free and serious will, in witness whereof, they have signed it.

Customer
[FILL IN]

In _____ , on _____

.....
.....