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**CONTRACT ON ACCESS TO THE STORAGE FACILITY AND GAS  
STORAGE**

**FLEXIBLE SERVICE**

**REFERENCE NUMBER [FILL IN]**

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concluded between

**[FILL IN]**

as Customer

**and**

**POZAGAS a.s.**

as Storage Facility Operator

on [FILL IN]

## CONTRACT ON ACCESS TO THE STORAGE FACILITY AND GAS STORAGE

- (1) **POZAGAS a.s.**, with a registered office at Malé námestie 1, 901 01 Malacky, Slovak Republic, registered in the Commercial Register, City Court Bratislava III, section Sa, file No. 1271/B; Company ID: 31 435 688, VAT ID: SK2020357372, Banker details: Tatra bank a.s., Bank Account No 262 000 3092 / 1100, SWIFT: TATR Sk BX, IBAN SK1111000000002620003092, Represented by: [FILL IN] (hereinafter “**Storage Facility Operator**”);

and

- (2) [FILL IN], with a registered office at: [FILL IN], registered in [FILL IN], Company ID: [FILL IN], VAT ID: [FILL IN], Banker details: [FILL IN], Represented by: [FILL IN] (hereinafter “**Customer**” and jointly with Storage Facility Operator referred to as the “**Parties**” and individually referred to as a “**Party**”)

conclude on [FILL IN], pursuant to the Rules of Operation of POZAGAS a.s. stipulating general business conditions for access to storage and provision of services in the storage (hereinafter the “**Rules of Operation**”), in accordance with Section 47 (6), Section 67 (6, d) and Section 67 (6, f) of Act No. 251/2012 Coll. on the energy sector and on amendments to certain acts as amended and pursuant to the Technical Terms and Conditions of Access and Connection to the Láb 4 Underground Natural Gas Storage Facility and the Rules of Operation thereof (hereinafter the “**Technical Terms and Conditions**”) this Contract on Access to the Storage Facility and Gas Storage (hereinafter the “**Gas Storage Contract**”).

### PREAMBLE

*WHEREAS* under Tender for Access to Storage and Allocation of Fixed Storage Capacity No. T/1/2024 Customer has submitted to Storage Facility Operator an Application for Access to the Storage Facility and Gas Storage (hereinafter the “**Application**”) and has expressed an interest in the Fixed Storage Capacity in the Underground Natural Gas Storage Facility Láb 4 (hereinafter the “**Storage Facility**”);

*WHEREAS* Storage Facility Operator allows access to the Storage Facility and allocates the Fixed Storage Capacity to Customer in the extent as defined in the section 3.1 of this Gas Storage Contract;

The Parties have AGREED on the following Gas Storage Contract based on the Application, the Rules of Operation, the Technical Terms and Conditions and the Pricelist.

## ARTICLE 1 DEFINITIONS

The terms stipulated in the Rules of Operation and Technical Terms and Conditions and the terms used in this Gas Storage Contract shall have the same meaning unless this Gas Storage Contract provides otherwise. Other terms used in this Gas Storage Contract beginning with capital letter shall be defined as follows:

- 1.1 **“Contract Year”** – period commencing [FILL IN], 6.00 CET and ending at 6:00 CET on 1 April 2026.
- 1.2 **“Time”** – any reference to time in this Gas Storage Contract shall be a reference to the current time used in the Slovak Republic.

## ARTICLE 2 SUBJECT MATTER OF GAS STORAGE CONTRACT

- 2.1 The subject matter of this Gas Storage Contract shall be:
  - (i) Provision of access to the Storage Facility to Customer on the basis of Customer’s Application and allocation of Fixed Storage Capacity to Customer in the extent defined in Article 3 of this Gas Storage Contract;
  - (ii) Creation of contractual framework for providing the unbundled service of Injection Flow Rate and/or Withdrawal Flow Rate on interruptible basis;
  - (iii) Commitment of Storage Facility Operator to take over, store and redeliver to Customer the agreed Gas quantity and render related services (hereinafter **“Related services”**) under the terms and conditions provided for under this Gas Storage Contract;
  - (iv) Right of Customer to utilize Fixed Storage Capacity in the extent defined in Article 3 of this Gas Storage Contract under the terms and conditions provided for under this Gas Storage Contract and his commitment to pay in respect of the Fixed Storage Capacity and Related services the agreed Price according to Article 6 of this Gas Storage Contract.

## ARTICLE 3 STORAGE CAPACITY AND ITS USAGE

- 3.1 Storage Facility Operator shall, commencing on [FILL IN] and for the duration of one (1) Contract Year, undertake to provide Customer with Fixed Storage as set forth below:

Working Gas Volume:	[FILL IN] MWh,
maximum Daily Injection Flow Rate:	[FILL IN] MWh/Gas Day,
maximum Daily Withdrawal Flow Rate:	[FILL IN] MWh/Gas Day.

On any Gas Day of the Contract Year the availability of the maximum Daily Injection Flow Rate and/or maximum Daily Withdrawal Flow Rate shall be determined by the Injection Curve and/or Withdrawal Curve as provided for in Annex 1 of this Gas Storage Contract.

- 3.2 At any time during the Contract Year with the exception of Shutdowns, Storage Facility Operator shall undertake, in accordance with the terms and conditions of this Gas Storage Contract, to take over from Customer Gas quantities delivered by Customer for storage under the condition that at any time balance of the Gas Stored Account shall not exceed Working Gas Volume pursuant to section 3.1 of this Gas Storage Contract.

During the Contract Year on each Gas Day except Shutdowns, Storage Facility Operator shall undertake to take over from Customer and to store, if Customer requests so, such Gas quantities that shall not in total exceed the maximum Daily Injection Flow Rate or maximum respective Hourly Injection Flow Rate applicable on the given Gas Day based on the confirmed Customer's Nomination/Renomination by the Storage Facility Operator according to this Gas Storage Contract under the condition that stored Gas volume is equal to the Working Gas Volume according to this Gas Storage Contract.

- 3.3 At any time during the Contract Year with the exception of Shutdowns, Storage Facility Operator shall undertake, in accordance with the terms and conditions of this Gas Storage Contract, to redeliver to Customer Gas quantities that Customer requests provided that after the withdrawal of those Gas quantities the energy of the Gas stored in the Storage Facility expressed in MWh is not less than zero (0) MWh.

During the Contract Year on each Gas Day except Shutdowns, Storage Facility Operator shall undertake to withdraw and redeliver to Customer, if Customer requests so, such Gas quantities that shall not in total exceed the maximum Daily Withdrawal Flow Rate or maximum respective Hourly Withdrawal Flow Rate applicable on the given Gas Day based on the confirmed Customer's Nomination/Renomination by the Storage Facility Operator according to this Gas Storage Contract, that after the withdrawal of those Gas quantities the energy of the Gas stored in the Storage Facility expressed in MWh is not less than zero (0) MWh.

- 3.4 The Customer is entitled to request the allocation of the Unbundled interruptible Service in a form of Injection and/or Withdrawal Flow Rate (hereinafter "DAS") which exceeds the flow rate defined in Article 3.1 of this Gas Storage Contract by Nomination/Renomination of respective flow rates as of the day immediately preceding to the Gas Day of the fulfilment of the respective flow rates. Allocation of DAS to the Customer is realized by the confirmation of Customer's Nomination/Renomination.

- 3.5 If Storage Facility Operator does not enable the Customer Fixed Storage Capacity utilization to the extent requested by Customer for reasons other than those stipulated in the Rules of Operations and/or the Technical Terms and Conditions, Storage Facility Operator shall propose an alternative date and manner of Fixed Storage Capacity utilization with a reference to the originally requested extent (hereinafter "Substitute schedule").

- 3.6 Storage Facility Operator shall not be liable for any breach of conditions of transmission, distribution, storage and other contracts concluded between Customer and the Connected Network Operator, irrespective of the fact whether the breach of contract is caused by Customer and/or the Connected Network Operator.
- 3.7 Customer shall undertake to submit to the Storage Facility Operator a shipper code allocated by the Connected Network Operator three (3) working days before the submitting the Nomination as the latest or within time period agreed between Parties. Should the Customer fail to submit the shipper code in compliance with preceding sentence, Storage Facility Operator is entitled to postpone the commencement of the gas storage service provision by the number of working days respective to Customer's time delay.

#### **ARTICLE 4**

##### **ENTRY-EXIT (HANDING-OVER AND ACCEPTANCE) POINTS**

In processing the Fixed Storage Capacity in accordance with section 3.1 of this Gas Storage Contract, Customer shall use the following Entry-Exit (Handing-over and Acceptance) Point(s):

- i. On injecting Gas into Storage Facility – the Entry-Exit (Handing-over and Acceptance) Point(s) [FILL IN],
- ii. On withdrawing Gas from Storage Facility - Entry-Exit (Handing-over and Acceptance) Point(s) [FILL IN] and/or Exit (Handing-over - Acceptance) Point Distribution Network Slovak Republic.

#### **ARTICLE 5**

##### **NOMINATIONS AND RE-NOMINATIONS**

- 5.1 Customer shall submit Nominations and/or Re-nominations to the dispatching center of Storage Facility in format using the communication means indicated in the Technical Terms and Conditions.
- 5.2 Storage Facility Operator shall confirm and/or modify Nominations and/or Re-nominations in format and using the communication means indicated in the Technical Terms and Conditions by using the contact data provided by Customer.
- 5.3 Customer shall be entitled to authorize the third party to submit Nominations and/or Re-nominations to Storage Facility Operator. Customer shall notify Storage Facility Operator in writing that such authorization has been granted, amended and/or revoked and describe the scope of the authorization without undue delay but no later than three (3) days before such authorization becomes effective, is amended or revoked or within time period agreed between Parties.

#### **ARTICLE 6**

## PRICE

- 6.1 Storage Facility Operator and Customer have agreed on Price for Fixed Storage Capacity pursuant to section 3.1 of this Gas Storage Contract, which shall be calculated using the following formula:

$$F = P \times C$$

, where

- F** - Price for Fixed Storage Capacity in Contract Year,  
**P** - [FILL IN] EUR/MWh - unit price of 1 MWh of Working Gas Volume in Contract Year,  
**C** - Working Gas Volume in MWh.

- 6.2 Unit prices for Related service and conditions for their application are defined in valid Pricelist published by Storage Facility Operator on [www.pozagas.sk](http://www.pozagas.sk) (hereinafter "Pricelist"). Total price for Related services shall be calculated according to the calculation method and conditions defined in Pricelist.

- 6.3 In case of limitation of Daily Injection Flow Rate or Daily Withdrawal Flow Rate nominated in accordance with article 3 of this Gas Storage Contract (except for cases of limitation defined in Rules of Operation and the rights of Storage Facility Operator for limitations due to reasons, that Storage Facility Operator is not responsible for, defined by Technical Terms and Conditions or by this Gas Storage Contract) and if the Substitute schedule has not been provided by the Storage Facility Operator in accordance with section 3.6 of this Gas Storage Contract, Storage Facility Operator applies to Customer for given Gas Day in which the limitation occurred, the discount from Price for Fixed Storage Capacity calculated by following formula:

$$F_{NZ} = (P \times C) / N \times (1 - R_I) \times 1.2$$

, where:

- F<sub>NZ</sub>** - discount from Price for Fixed Storage Capacity for given Gas Day,  
**P** - unit price for 1 MWh of Working Gas Volume in Contract Year in accordance with section 6.1 of this Gas Storage Contract,  
**C** - Working Gas Volume in accordance with section 3.1 of this Gas Storage Contract,  
**R<sub>I</sub>** - coefficient of limitation determined by ratio between physically provided Daily Injection Flow Rate or Daily Withdrawal Flow Rate in relevant Gas Day and Daily Injection Flow Rate or Daily Withdrawal Flow Rate nominated by Customer for given Gas Day in accordance with this Gas Storage Contract.  
**N** - number of service provision days in Contract Year

Discount from Price for Fixed Storage Capacity in given Gas Day shall be stated as a separate item in invoice for calendar month, in which the event leading to application of discount from Price for Fixed Storage Capacity described in this section of this Gas Storage Contract occurred.

Discount from Price for Fixed Storage Capacity shall in no calendar month exceed the Price for Fixed Storage Capacity invoiced for the respective month of Contract Year, i.e. should the resulting Discount from Price for Fixed Storage Capacity for calendar month of Contract Year calculated according to the formula above in this Gas Storage Contract be higher than Price for Fixed Storage Capacity invoiced for the respective month of the Contract Year, Discount from Price for Fixed Storage Capacity shall equal to Price for Fixed Storage Capacity.

- 6.4 The Parties acknowledge that if, during the term of the Gas Storage Contract, the Regulatory Office for Network Industries issues a pricing decision in which the maximum price for storage capacity is determined to be lower than the unit price for storage capacity specified in clause 6.1 of the Gas Storage Contract, the price determined by that pricing decision shall apply for the term of the pricing decision.

## ARTICLE 7 INVOICING AND INVOICE PAYMENT

- 7.1 Storage Facility Operator shall issue invoices for the services provision for each calendar month of a repeated provision of a service, specifically in the amount calculated based on the following formula:

$$FM = \frac{F}{M} - \Sigma F_z + \Sigma F_s$$

where,

- FM** - Price for services provided in given month of the Contract Year, as defined in section 6.1 of this Gas Storage Contract for calendar month for repeated service provision,
- F** - Price of Fixed Storage Capacity in the Contract Year as defined in section 6.1 of the Gas Storage Contract,
- M** - Number of months of Gas storage service provision in given calendar month of the Contract Year, while  $\Sigma F_z \leq F/M$ ,
- $\Sigma F_z$**  - Sum of daily Discounts from Price for Fixed Storage Capacity for given Gas Day(s),
- $\Sigma F_s$**  - Sum of prices for Related services provided in given month of the Contract Year applied according to the Pricelist.

- 7.2 VAT due under applicable laws of the Slovak Republic shall be charged to the price for rendered services. Invoice issued by Storage Facility Operator must contain all essentials stipulated by generally binding laws.
- 7.3 Storage Facility Operator shall issue and send to the Customer an invoice no later than the fifteenth (15<sup>th</sup>) day of a calendar month immediately following the calendar month of a repeated provision of a service. In case of related services Storage Facility Operator shall issue one cumulative invoice.
- 7.4 If the Customer delays in payment of an invoiced amount or its portion when due, Storage Facility Operator shall apply toward the Customer 0.03 % default interest on the amount due for each day of delay. Default interest shall be payable within fourteen (14) days of the date of invoice delivery (charging default interest) to the Customer that delays in payment of financial obligations.
- 7.5 Invoices issued by Storage Facility Operator shall be delivered via email (electronic mail), or registered mail. In case of invoice delivery by electronic mail Storage Facility Operator and Customer shall use contact details stated in the Annex 2. Invoices shall be considered to have been delivered upon expiration of the earliest of the following:
- receipt of electronic confirmation of email (electronic mail) acceptance (a delivery receipt) from the Customer's server by Storage Facility Operator, or
  - three (3) days of the day of sending mail to the Customer's address.

## **ARTICLE 8 TITLE, RISK OF LOSS OF GAS**

Customer declares that he is entitled to dispose of Gas designated for storage in the Storage Facility pursuant to the Gas Storage Contract and that the Gas is free of any liens, encumbrances and third-party claims. The Customer shall be obliged to indemnify the Storage Facility Operator for any costs, lawsuits and claims raised by third parties.

## **ARTICLE 9 NOTIFICATIONS**

All notifications between Storage Facility Operator and Customer shall be delivered by registered letters and/or courier service established and operating in the Slovak Republic or by e-mail using the contact details according to Annex 2.

or any other address or fax number notified to the other Party in writing.

## **ARTICLE 10 DISPUTE RESOLUTION**



- 10.1 All disputes between the Parties due to failure to comply with the terms and conditions agreed by the Parties in this Gas Storage Contract and related documents (hereinafter “**Dispute**”) shall Parties attempt to settle in good faith by amicable agreement.
- 10.2 Disputes that are not settled by an amicable agreement within sixty (60) days from the delivery of the written notice of Dispute to other Party, which shall contain the description of the Dispute and proposal for its resolution shall be resolved, in case that Parties shall not agree in written form otherwise, by means of arbitration conducted in the English language and decided by three arbitrators.
- 10.3 The Parties shall nominate one arbitrator each. The two arbitrators nominated in this way shall appoint a third arbitrator, who shall act as chairman of the Court of Arbitration.
- 10.4 Arbitration proceedings shall be governed by the rules of the Court of Arbitration of the International Chamber of Commerce. The venue of arbitration proceedings shall be in Zürich.
- 10.5 The ruling resulting from arbitration proceedings shall be final and binding on both Parties.

## **ARTICLE 11**

### **VALIDITY AND EFFECTIVENESS**

- 11.1 This Gas Storage Contract shall become valid and effective on the day it is signed by the authorized representatives of both Parties.
- 11.2 Any amendments to this Gas Storage Contract shall be legally binding and effective subject to the written consent of both Parties drawn up in the form of an addendum to this Gas Storage Contract that must be signed by legitimately appointed representatives of both Parties.
- 11.3 Storage Facility Operator shall have the right but not the obligation to offer storage capacity according to section 3.1 of this Gas Storage Contract for the period between 1 April 2026 and 1 April 2027 (“**Extension No. 1**”):

Extension No. 1 shall be effected by the delivery of the written notice in accordance with the Annex No. 2 of this Gas Storage Contract to the Customer by 20 March 2026 at the latest, and its written acceptance by the Customer by seven (7) calendar days following to the delivery of the written notice mentioned above in this section at the latest. Based on the delivery and acceptance of this written notice, the storage capacity according to section 3.1 of this Gas Storage Contract shall be provided also in the period between 1 April 2026 and 1 April 2027 and all rights and obligations of the Parties arising from this Gas Storage Contract shall remain in this period valid.

Shall the Storage Facility Operator not offer to make the Extension No. 1 according to above mentioned, or in the case where the Customer shall deliver to Storage Facility Operator

written notice in accordance with Annex No.3 of this Gas Storage Contract in which Customer does not accept the offer to make Extension No. 1, the storage capacity in accordance with section 3.1 of this Gas Storage Contract shall not be provided in period between 1 April 2026 and 1 April 2027.

- 11.4 The Storage Facility Operator shall have the right but not the obligation to offer storage capacity according to section 3.1 of this Gas Storage Contract for the period between 1 April 2027 and 1 April 2028 (**“Extension No. 2”**):

Extension No. 2 shall be effected by the delivery of the written notice in accordance with the Annex No. 3 of this Gas Storage Contract to the Customer by 19 March 2027 at the latest, and its written acceptance by the Customer by seven (7) calendar days following to the delivery of the written notice mentioned above in this section at the latest. Based on the delivery and acceptance of this written notice, the storage capacity according to section 3.1 of this Gas Storage Contract shall be provided also in the period between 1 April 2027 and 1 April 2028 and all rights and obligations of the Parties arising from this Gas Storage Contract shall remain in this period valid.

Shall the Storage Facility Operator not offer to make the Extension No. 2 according to above mentioned, or shall not inform Customer about this fact in accordance with Annex No.3, or in case where the Customer does deliver to Storage Facility Operator written notice in accordance with Annex No.3 of this Gas Storage Contract in which Customer does not accept the offer to make Extension No. 2, the storage capacity in accordance with section 3.1 of this Gas Storage Contract shall not be provided in period between 1 April 2027 and 1 April 2028.

For the purpose of sections 11.3 and 11.4, the effects of the notice shall take place by the delivery of the electronic version of the written notice according to the Annex No. 2.

*Following provision of section 11.5 shall apply only in case of Customer’s obligation to provide the financial security to the Storage Facility Operator:*

- 11.5 *Storage Facility Operator has a right to withdraw from this Gas Storage Contract in case that Customer fails to provide the financial security to the Storage Facility Operator in accordance with the Rules of Operation and Tender Terms and Conditions for Tender for Access to Storage and Allocation of Fixed Storage Capacity No T/1/2024 within one (1) month from the conclusion of this Gas Storage Contract with the validity of the financial security set as of the date of its submitting as the latest.*

## **ARTICLE 12 FINAL PROVISIONS**

- 12.1 Customer accepts and agrees with the Rules of Operation, Technical Terms and Conditions and Pricelist by signing of this Gas Storage Contract; these documents shall constitute the commercial and technical terms and conditions under which Storage Facility Operator shall

provide the access to the Storage Facility and render Gas storage services and shall be published on the web site [www.pozagas.sk](http://www.pozagas.sk) and shall be binding on the Parties.

- 12.2 All rights and obligations of the Parties not explicitly provided for in this Gas Storage Contract shall be governed by the valid and effective Rules of Operation and Technical Terms and Conditions and possible operating agreements. If provisions of this Gas Storage Contract regulate the mutual rights and obligations in a manner other than the one provided for in the Rules of Operation or Technical Terms and Conditions, the provisions of this Gas Storage Contract regulating the mutual rights and obligations shall prevail over stipulations of the Rules of Operation or Technical Terms and Conditions, unless it is impossible to divert from them.
- 12.3 Storage Facility Operator shall be entitled to unilaterally amend any provisions of this Gas Storage Contract in case the amendment is required following changes in applicable regulations, or any acts of regulatory authorities having impact on Storage Facility Operator.
- 12.4 Regarding the matters not specified by Gas Storage Contract herein, the contractual relationship set out by Gas Storage Contract herein shall be governed by stipulations of the Act No. 513/1991 Coll., Commercial Code, as amended and relevant legal regulations. Application of rules and regulations governing the conflict of laws, referring to the applicability of other than Slovak law, shall be ruled out.
- 12.5 The Parties agreed that this Gas Storage Contract, as well as amendments to this Gas Storage Contract and any actions or announcements related to this Gas Storage Contract, both Parties are authorized to sign with a manuscript signature or an advanced electronic signature in accordance with the EP Regulation and Council (EU) no. 910/2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (hereinafter only "**Regulation No. 910/2014**") or another regulation, which will be this Regulation No. 910/2014 replaced in the future. The same form of signature will be carried out by both Parties.
- 12.6 If the Parties sign the Gas Storage Contract with manuscript signatures, the Gas Storage Contract shall be drawn up in two (2) copies of the same legal force in the English language, of which each of the Parties will receive one (1) copy.
- 12.7 If the Parties sign the Gas Storage Contract with an advanced electronic signature in accordance with Regulation no. 910/2014, so the exchange of the Gas Storage Contract signed by the Parties in PDF format or another similar format is sufficient for the validity and effectiveness of the Gas Storage Contract, while the physical exchange of copies of the Gas Storage Contract is not necessary for validity and effectiveness. The above also applies to amendments to the Gas Storage Contract and any actions or announcements made in connection with the Gas Storage Contract.
- 12.6 The Parties declare that they have read this Gas Storage Contract, comprehended the content and do agree with it and in evidence thereof have signed the Gas Storage Contract of their own free will.

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In [FILL IN] on the day of [FILL IN]

In Malacky on the day of [FILL IN]

**CUSTOMER**

[FILL IN]

**STORAGE FACILITY OPERATOR**

POZAGAS a.s.

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Name: [FILL IN]  
Position: [FILL IN]

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Name: [FILL IN]  
Position: [FILL IN]

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Name: [FILL IN]  
Position: [FILL IN]

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Name: [FILL IN]  
Position: [FILL IN]

**Injection and withdrawal curve**

**[FILLIN]**

SPECIMEN

**Contact details of Customer:**

**Contractual matters:**

Name: [FILL IN]  
Address: [FILL IN]  
Telephone: [FILL IN]  
E-mail: [FILL IN]

**Logistics/Dispatching:**

Name: [FILL IN]  
Telephone: [FILL IN]  
E-mail: [FILL IN]

**Invoicing:**

Name: [FILL IN]  
Telephone: [FILL IN]  
E-mail: [FILL IN]

**Contact details of Storage Facility Operator:**

**Contractual matters:**

Name: [FILL IN]  
Address: Malé námestie 1, Malacky, 901 01, Slovenská republika  
Telephone: [FILL IN]  
E-mail: [FILL IN]

**Logistics/Dispatching:**

Name: [FILL IN]  
Telephone: [FILL IN]  
E-mail: [FILL IN]

**Invoicing:**

Name: [FILL IN]  
Telephone: [FILL IN]  
E-mail: [invoice@pozagas.sk](mailto:invoice@pozagas.sk)

*Any amendments of the Annex No. 2 must be carried out in the written form!*

**NOTICE ON MAKING/NOT MAKING OFFER OF EXTENSION No. [FILL IN]**  
**ACCORDING TO CONTRACT ON ACCESS TO THE STORAGE FACILITY AND GAS**  
**STORAGE FLEXIBLE SERVICE**

concluded on ..... between

(1) **POZAGAS a. s.**, with a registered office at Malé námestie 1, 901 01 Malacky, Slovak Republic, registered in the Commercial Register, City Court Bratislava III, section Sa, file No. 1271/B; Company ID: 31 435 688, VAT ID: SK2020357372, Banker details: Tatra bank a.s., Bank Account No 262 000 3092 / 1100, SWIFT: TATR Sk BX, IBAN SK1111000000002620003092, Represented by: [FILL IN] (hereinafter “Storage Facility Operator”);

and

(2) [FILL IN], with a registered office at: [FILL IN], registered in [FILL IN], Company ID: [FILL IN], VAT ID: [FILL IN], Banker details: [FILL IN], Represented by: [FILL IN] (hereinafter “**Customer**” and jointly with Storage Facility Operator referred to as the “**Parties**” and individually referred to as a “**Party**”)

(Gas Storage Contract)

**SUBJECT OF NOTICE**

Storage Facility Operator in accordance with article 11 of the Gas Storage Contract hereby

*offers to make / does not offer to make*

the Extension No. [FILL IN] for period between [FILL IN] and [FILL IN].

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Done in Malacky on [FILL IN]

STORAGE FACILITY OPERATOR

POZAGAS a.s.

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Name: [FILL IN]

Position: [FILL IN]

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Name: [FILL IN]

Position: [FILL IN]

Customer in accordance with article 11 of the Gas Storage Contract hereby

*accepts/ does not accept*

the offer to make Extension No. [FILL IN] set out above.

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Done in [FILL IN] on [FILL IN]

Customer

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Name: [FILL IN]

Position: [FILL IN]

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Name: [FILL IN]

Position: [FILL IN]