

## **General Terms and Conditions for access to Short Term Additional Capacity**

### **1. Initial provision**

All notions referred to in these General Terms and Conditions (hereinafter “GTC”) for access to Short Term Additional Capacity (hereinafter “S.T.A.C.”) that commence with a capital letter shall have the same meaning as in [Rules of Operation](#) and [Technical Terms and Conditions](#) of POZAGAS a.s. (hereinafter “POZAGAS”) unless provided for otherwise hereunder or in [Framework Contract on Access to the Storage Facility and Gas Storage S.T.A.C. Service](#) (hereinafter the “S.T.A.C. Agreement”).

### **2. Storage Capacity offered within GTC for S.T.A.C.**

On the basis of these GTC and S.T.A.C Agreement, POZAGAS allocates to Customer short term intra-seasonal Storage Capacity products in accordance with sections 4.2 of the Rules of Operation. Particular parameters of the Storage Capacity product shall be defined in the Individual Contract concluded on the basis of S.T.A.C. Agreement. Storage Capacity provided on the basis of these GTC may also have specific parameters in accordance with the Rules of Operation and Technical Terms and Conditions. POZAGAS may allocate to Customer following types of Storage Capacity:

#### **2.1 Storage Capacity with the right to use**

Storage Capacity products where utilization of the Storage Capacity results from the Customer’s exercise the contractual rights for gas injection, gas storage and/or gas withdrawal and/or other potential contractual rights according to the scope defined by Individual Contract and S.T.A.C. Agreement.

#### **2.2 Storage Capacity with compulsory use (capacity with compulsory flows)**

Storage Capacity products where utilization of the Storage Capacity is governed by a mandatory predefined schedule for gas injection, gas storage and/or gas withdrawal according to the scope defined by Individual Contract and S.T.A.C. Agreement.

#### **2.3 Inverse Storage Capacity**

Storage Capacity products, where the Customer has a specific volume of the Gas allocated to the specific 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 specific gas storage account at the end of the Storage Period.

#### **2.4 Other Storage Capacity products**

Ad hoc capacity products according to the Rules of Operation and Technical Terms and Conditions or according to current geological/technical possibilities of POZAGAS and subject to an agreement between Customer and POZAGAS.

### **3. Entry/Exit (Handing over/Acceptance points)**

POZAGAS offers to the Applicants within marketed Storage Capacity access to three independent gas infrastructure systems:

<b>Entry-Exit (Handing-over and Acceptance) Point</b>	<b>Market area</b>	<b>Mode of gas processing</b>
Virtual Trading Point Austria	AT	Injection and withdrawal
Transmission Network Slovak Republic	SK	Injection and withdrawal
Distribution Network Slovak Republic	SK	Withdrawal

POZAGAS is included into market area Slovakia as well as market area Austria (Market Area East). POZAGAS procures respective capacities to and from Austrian transmission network and it allocates them to its customers along with Storage Capacity.

Possibility to utilize Entry/Exit (Handing over/Acceptance points) and their potential combination is subject to mutual agreement based on each Individual Contract and S.T.A.C. Agreement.

Depending on method of agreed Entry-Exit points' utilization, storage capacity utilization may be subject to additional fees according to current [Pricelist](#).

#### 4. Registration of Applicants, conclusion of S.T.A.C. Agreement

In order to participate on S.T.A.C. transactions, all Applicants are obliged to register in accordance with rules as stipulated in document "[Registration of counterparty](#)" posted on [www.pozagas.sk](http://www.pozagas.sk) under "Capacity sale".

As a result of successful registration, POZAGAS and Applicant shall conclude S.T.A.C. Agreement, which is a framework agreement that allows the parties to conclude Individual Contracts upon allocation of Storage Capacity.

#### 5. Method of Storage Capacity allocation

POZAGAS can allocate, i.e. confirm the Storage Capacity request (hereinafter the "Capacity Request") by any of the following procedures:

1. Auction:
  - a. Auction processed via email
  - b. Electronic auction processed via auctioning platform of the 3<sup>rd</sup> party
2. First Come First Served mechanism following the Offer to submit Capacity Request sent to Customer(s).

##### 5.1a) Auction processed via email

###### Storage Capacity Offer

- i. The Offer to submit Capacity Request (hereinafter the "Offer") shall be placed by POZAGAS sending a written notice to the Customers with a valid and effective S.T.A.C. Agreement, considering necessary time between Storage Capacity allocation and start of the utilization of Storage Capacity, usually between 9:00 a.m. and 5.00 p.m. CET (during working days in Slovak Republic).
- ii. Offer shall mainly contain information regarding:
  1. Type of Storage Capacity
  2. Amount or extent of offered Storage Capacity product,
  3. Period of Storage Capacity utilization,
  4. Entry-exit (handing-over and Acceptance) Point(s),
  5. Allocation procedure
  6. Submission time
  7. Validity time

###### Capacity Request submission

- iii. Each Customer with valid and effective S.T.A.C. Agreement is entitled to submit within a time specified in the Offer (hereinafter the "Submission time") one Capacity Request in the form specified in S.T.A.C. Agreement.
- iv. In the Capacity Request, the Customer shall fill out the requested parameters of Storage Capacity product along with unit price expressed in EUR/MWh of Working Volume, rounded to maximum of two (2) decimal places. The total

price for the Storage Capacity shall be usually determined by multiplication of the unit price and the allocated Working Gas Volume. Price of Storage Capacity can be also defined in a different manner.

- v. In case that Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria is requested, total price paid shall cover the costs associated with the reserved capacity of MAB system and capacity of exit point to/from transmission network Austria (Speicher MAB).
- vi. By submitting the Capacity Request, the Customer shall implicitly confirm that unless so required under relevant regulations, the price indicated in the Capacity Request has not been, and shall not be, directly or indirectly, deliberately disclosed by the Applicant to another Applicant and that the Applicant has not been engaged in any activity that might limit free competition under this GTC.
- vii. A submitted Capacity Request shall be construed as a binding and irrevocable bid by the Customer to enter into Individual Contract by which the Customer shall be committed from the moment the Capacity Request is submitted until time defined in the Offer according to article 5 of these GTC (hereinafter the "Validity time").
- viii. Customer is entitled to increase the price offered within the Capacity Request during Validity time considering the potential market movement or other circumstances.

**Evaluation of Capacity Requests, confirmation of Capacity Requests and allocation of Storage Capacity**

- ix. POZAGAS shall evaluate the received Capacity Requests and allocate the Storage Capacity in accordance with the Rules of Operation, these GTC and internal rules stipulated by POZAGAS considering economic and/or operational effectiveness.
- x. POZAGAS shall evaluate submitted Capacity Requests after the Submission time elapsed and within the Validity time.
- xi. After evaluating Capacity Requests, POZAGAS shall allocate Storage Capacity to the selected Customer by sending a written notice by e-mail within Validity time.

**5.1b) Electronic auction processed via auctioning platform of 3<sup>rd</sup> parties**

POZAGAS may use auctioning platform of 3<sup>rd</sup> parties in order to collect Capacity Requests for the intended Storage Capacity product. Customer shall be notified about Terms and Conditions of participating on electronic auction before receiving the Offer.

**5.2 First-Come-First-Served mechanism following the Offer sent to the registered Applicant(s)**

POZAGAS may allocate Storage Capacity without definition of Submission time in the Offer. In such case, POZAGAS has a right to allocate the Storage Capacity to the Customer who will first submit its Capacity Request satisfying the minimum requirements defined by POZAGAS. POZAGAS may also allocate Storage if it identifies available short-term Storage Capacity resulting from a unique and particular interplay of its technical, geological and contractual circumstances and contractual rights and obligations of a customer, to the customer concerned.

**6. Rights reserved to POZAGAS**

- a) POZAGAS reserves the right to amend the Offer, cancel the Offer or send multiple Offers within these GTC respecting the Validity time defined in each Offer.
- b) POZAGAS shall not reimburse any expenses of Customers incurred in preparation and submission of Capacity Requests and participation in the procedure to allocate Storage Capacity.

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Underground Gas Storage

ISO 9001, ISO 14001 and ISO 45001

- c) POZAGAS shall be entitled to verify the information concerning Applicants as submitted during their registration and to request additional information. The Applicant shall deliver such information to POZAGAS by the deadline indicated by POZAGAS.
- d) In addition to the reasons listed under section 10.2 of the Rules of Operation, POZAGAS shall reserve the right to reject a Capacity Request where the offered price for Storage Capacity is lower than the minimum unit price for Storage Capacity set by POZAGAS prior to the Validity time.
- e) POZAGAS shall at any time be entitled not to allocate Storage Capacity based on Capacity Request without any impact on already concluded Individual Contracts based on S.T.A.C. Agreement without explaining the reasons to the Customer.

### 8. Contact persons of POZAGAS

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Done in Malacky, 1.12.2025