FRAMEWORK CONTRACT
ON PROVISION OF INVERSE STORAGE WITH GAS LOAN
S.T.A.C. SERVICE
REFERENCE NUMBER [FILLIN]

concluded between

[FILLIN]

as Customer

and

POZAGAS a.s.

as Storage Operator

on [FILLIN]

(1) **POZAGAS a.s.**, with a registered office at Malé námestie 1, 901 01 Malacky, the Slovak Republic, registered in the Commercial Register of Municipal Court Bratislava III, section Sa, file No. 1271/B; Company ID: 31 435 688, VAT ID: SK2020357372, Tax ID: 2020357372, Slovak ID for excise tax on natural gas (as tax payer): SK52000800068, Banker details: Tatra banka, a.s., SWIFT/BIC: TATRSKBX, IBAN: SK1111000000002620003092, represented on a basis of power of attorney by: Marián Krška, General Director, Martin Beňa, Sales and Marketing Director (hereinafter "**Storage Operator**");

and

(2) **[FILLIN]**, with a registered office at: [FILLIN], registered in the Commercial Register of [FILLIN], Company ID: [FILLIN], VAT ID: [FILLIN], Tax ID: [FILLIN], Slovak ID for excise tax on natural gas (as tax payer): [FILLIN], Banker details: [FILLIN], SWIFT/BIC: [FILLIN], IBAN: [FILLIN], represented by: [FILLIN] (hereinafter "**Customer**" and jointly with Storage Operator may be referred to as the "**Parties**" and individually may be referred to as the "**Party**")

conclude on [FILLIN] (hereinafter the "**Effective Date**"), pursuant to the Rules of Operation of POZAGAS a.s. stipulating general commercial terms and conditions for access to the storage facility UNGSF Láb 4 and its utilization (hereinafter the "**Rules of Operation**"), and the Technical Terms and Conditions of Access and Connection to Underground Natural Gas Storage Facility Láb 4 and the Rules of Operation Thereof (hereinafter the "**Technical Terms and Conditions**") this Framework Contract on Provision of Inverse Storage with Gas Loan S.T.A.C. SERVICE (hereinafter the "**Framework Contract**").

PREAMBLE

a) *Storage Operator as a holder of the license for the undertaking in natural gas storage business pursuant to the Act No. 251/2012 Coll. on Energy as amended (hereinafter referred to as the "**Energy Act**"), operates the Storage Facility. Storage Operator holds amounts of cushion gas within the Storage Facility and for the purpose of enhancing effectiveness thereof, Storage Operator holds that higher effectiveness may be achieved by allocating a Storage Capacity together with lending the part of the cushion gas to the Customer;*

b) *As a part of Contract as defined below, Storage Operator at first shall reserve for the Customer and then, upon the Customer´s nominations made in accordance with Compulsory Flows agreed in the Contract, lend to the Customer Gas and the Customer shall return the borrowed Gas at the time and in the amount corresponding to Compulsory Flows agreed in the Contract;*

c) *Both Parties understand that the service provided under the Contract as defined below is Other Service (pilot product) (Inverse Storage with Gas Loan);*

d) *Both Parties acknowledge the complexity of the VAT limitations associated with the Contract as defined below. Therefore, both Parties agree that specific guidelines as well as provisions stipulating the VAT regime applicable to the Contract are included in Annex No. 3 to this Framework Contract.*

ARTICLE 1
RELATION TO THE RULES OF OPERATION AND TECHNICAL TERMS AND CONDITIONS

1.1 The Customer accepts and agrees with the Rules of Operation, Technical Terms and Conditions and Pricelist by signing this Framework Contract; these documents shall constitute the commercial and technical terms and conditions under which Storage Operator shall provide the service under the Contract as defined below and shall be published on the web site www.pozagas.sk and shall be binding on the Parties.

1.2 All rights and obligations of the Parties not explicitly provided for in this Framework Contract and/or an Individual Contract shall be governed by the valid and effective Rules of Operation and Technical Terms and Conditions and possible operating agreements, with the exception of Articles regarding the Gas Stored Account which shall not apply to the Contract as defined below. If provisions of this Framework Contract and/or Individual Contract(s) 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 Framework Contract and/or Individual Contract(s) 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. For the avoidance of doubt, this Framework Contract means the Framework Gas Storage Contract as defined in the Rules of Operation.

1.3 The terms stipulated in the Rules of Operation and Technical Terms and Conditions, Pricelist and the terms used in this Framework Contract and the Individual Contract(s) shall have the same meaning unless this Framework Contract and/or the Individual Contract(s) provides otherwise.

1.4 "**Gas Month**" means a time period commencing at 6:00 CET on the first calendar day of the respective calendar month and ending at 6:00 CET on the first calendar day of the following calendar month.

1.5 "**Working Day**" means a day which does not include a Saturday, Sunday, a public holiday or a day of rest in the Slovak Republic.

ARTICLE 2
SUBJECT MATTER OF THE FRAMEWORK CONTRACT AND PRIMARY OBLIGATIONS REGARDING THE INVERSE STORAGE WITH GAS LOAN

2.1 This Framework Contract sets up the rules for conclusion of the Individual Contracts between the Parties and determines the terms and conditions which shall apply to the Individual Contracts the Parties shall enter into explicitly under this Framework Contract. The Parties enter into this Framework Contract and into Individual Contracts on the understanding that each Individual Contract and this Framework Contract shall form a single separate Contract (within the meaning of definition of term "Contract" stipulated in the Rules of Operation) between the Parties (collectively referred to as the "**Contract**") and that the Parties would not enter into Individual Contracts if this was not the case. The rights and obligations of the Parties under each Individual Contract shall be construed independently from the other Individual Contracts. The provisions of this Framework Contract constitute an integral part of, but may be supplemented by the terms of, each Individual Contract.

2.2 Pursuant to each Individual Contract and pursuant to this Framework Contract, for the agreed period specified in the respective Individual Contract ("**Storage Period**"), the Storage Operator undertakes to provide the Customer with a combined service – Inverse Storage with Gas Loan (hereinafter "**Inverse Storage with Gas Loan**") consisting of:

a) the Storage Capacity as specified in and to the extent as stipulated in the Individual Contract and in accordance with Article 4 of this Framework Contract; and

b) the right and, at the same time, the obligation of the Customer to borrow Gas from the Storage Operator in the agreed amount of Gas and the obligation of the Customer to return the borrowed amount of Gas, in accordance with Article 5 of this Framework Contract (hereinafter referred to as the "**Gas Loan**").

2.3 In respect of each Individual Contract the Customer shall be obliged to fulfil all obligations stipulated in this Framework Contract, the Individual Contract, the valid Rules of Operation and the valid Technical Terms and Conditions. If not stipulated otherwise in the Individual Contract, the Customer shall pay to the Storage Operator in respect of each Individual Contract the Price for the Inverse Storage with Gas Loan in accordance with the Contract and other prices, fees or payments stipulated in this Framework Contract and/or the Individual Contract and/or the Rules of Operation and/or the Pricelist and/or other fees or payments arising from generally binding regulations and/or operational orders of any other gas network operators.

2.4 This Framework Contract does not apply to agreements for the provision of Inverse Storage with Gas Loan entered into before the effectiveness of this Framework Contract or concluded outside the scope of this Framework Contract.

2.5 For avoidance of any doubt Parties agree that the Storage Operator shall provide Inverse Storage with Gas Loan only after conclusion of an Individual Contract and only in the amount and time specified in such Individual Contract.

ARTICLE 3
CONCLUSION OF INDIVIDUAL CONTRACTS

3.1 Storage Operator and Customer may agree on the provision of Inverse Storage with Gas Loan (as mentioned in section 2.2 of this Framework Contract) through an Individual Contract. Individual Contract(s) shall be concluded either in written form signed by manuscript signature or electronically signed by 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 (hereinafter the "**Advanced Electronic Signature**"), and shall be legally binding and enforceable from the time the Individual Contract(s) is(are) duly signed by both Parties. The Parties may also conclude Individual Contract(s) by e-mail, in which case the Individual Contract(s) shall be legally binding and enforceable from the time the terms of such Individual Contract(s) is(are) concluded.

3.2 In the event that an Individual Contract is concluded by e-mail, the Parties shall, within ten (10) calendar days, confirm the conclusion of the Individual Contract in written form signed by manuscript signature or electronically with Advanced Electronic Signature. Such confirmation shall not constitute a requirement for a legally valid Individual Contract.

3.3 Each Individual Contract shall contain the information stipulated in, and shall be substantially in the form of template Individual Contract attached to this Framework Contract as Annex No. 1.

3.4 Individual Contracts may be concluded on behalf of each Party exclusively by the persons listed for such purposes in the Annex No. 2 attached to this Framework Contract. Each Party may at any time unilaterally amend and supplement in writing the list of persons currently authorized to negotiate and sign Individual Contracts.

3.5 In the event of inconsistency between the terms of an Individual Contract and the Framework Contract, the terms of the Individual Contract shall prevail for the purpose of that Individual Contract.

ARTICLE 4
SPECIFIC PROVISIONS IN RELATION TO THE STORAGE CAPACITY AS PART OF THE INVERSE STORAGE WITH GAS LOAN

4.1 By the Contract the Storage Operator shall allow the Customer the access to the Storage Facility and allocate to the Customer the Storage Capacity with Compulsory Flows as defined below (hereinafter the "**Storage Capacity with Compulsory Flows**") with the parameters of mainly Working Gas Volume, Withdrawal Flow Rate, Injection Flow Rate, Withdrawal Period, Injection Period and at Entry-Exit (Handing-over and Acceptance) Point(s) as specified in the Individual Contract.

4.2 The Customer shall be obliged to withdraw and/or inject Gas from/into the Storage Facility only in accordance with the schedule agreed in the Contract in accordance with the allocated Withdrawal Flow Rate and/or Injection Flow Rate during the Gas Days/periods specified in the Contract. The established schedule of withdrawal/injection agreed in the Contract is in the Contract referred to as "**Compulsory Flows**". If the Customer fails to comply with the Compulsory Flows, the Storage Operator shall have the right to suspend the provision of the Inverse Storage with Gas Loan. For the avoidance of doubt, failure by the Customer to comply with the Compulsory Flows shall constitute an Event of Default in accordance with Article 13 of this Framework Contract.

4.3 If the Customer is not able to maintain Compulsory Flows due to any maintenance on the Storage Facility or adjoining infrastructure or other unforeseen reasons on the Storage Operator's side, the relevant Withdrawal and/or Injection Flow Rates for the Gas Month affected by above mentioned reasons shall be adjusted by the Storage Operator with the make-up Withdrawal Flow Rates and/or Injection Flow Rates (as applicable). Such make-up Withdrawal Flow Rates and/or Injection Flow Rates are included in the Price for the Inverse Storage with Gas Loan and shall be provided by the Storage Operator in the form of Withdrawal Flow Rates and/or Injection Flow Rates which will, during reasonable period of time, enable the Customer to withdraw and/or inject the same amount of Gas as agreed under Compulsory Flows.

4.4 The Customer shall ensure that all Gas injected into the Storage Facility under this Framework Contract and the Individual Contract is custom duty cleared for European Union. The Customer shall be obligated to indemnify the Storage Operator for all damages, costs and/or expenses resulting from or related to injection of Gas which is not custom duty cleared for European Union.

4.5 The Storage Operator shall not be liable for any breach of conditions of transmission, distribution, storage and other contracts concluded between the Customer and the Connected Network Operator, irrespective of the fact whether the breach of contract is caused by the Customer and/or the Connected Network Operator.

ARTICLE 5
SPECIFIC PROVISIONS IN RELATION TO THE GAS LOAN AS PART OF THE INVERSE STORAGE WITH GAS LOAN

5.1. At the beginning of the Storage Period agreed in the Individual Contract, the Storage Operator shall make available on a separate account of the Customer Gas in the amount (MWh) equal to allocated Working Gas Volume specified in the Individual Contract (hereinafter the "**Reserved Gas Quantity**"). For the avoidance of doubt, the Reserved Gas Quantity is an amount measured at the beginning of the Storage Period (in MWh) before the Customer withdraws or injects any Gas. The Customer has not injected, and does not own, this Reserved Gas Quantity. Further, the Gas amount (MWh) available to the Customer during the Storage Period represents the difference between the Reserved Gas Quantity and borrowed Gas amount and is shown on separate account of the Customer associated with the respective Individual Contract (hereinafter the "**Available Gas**

Quantity"). The Storage Operator shall make accessible this Available Gas Quantity to the Customer by way of asset loan pursuant to section 657 of Act No. 40/1964 Coll. Civil Code as amended. The Customer shall borrow the Gas from the Storage Operator by way of asset loan pursuant to section 657 of Act No. 40/1964 Coll. Civil Code as amended at the time and in the amount corresponding to Compulsory Flows agreed in the Individual Contract.

5.2. The ownership title to any Gas withdrawn based on the Individual Contract by, or on behalf of, the Customer from the Storage Facility shall be transferred to the Customer after the withdrawal at the Entry-Exit (Handing-over and Acceptance) Point specified in the Individual Contract. The ownership title to any Gas injected based on the Individual Contract by, or on behalf of, the Customer into the Storage Facility shall be transferred to the Storage Operator at the Entry-Exit (Handing-over and Acceptance) Point specified in the Individual Contract before the injection to the Storage Facility. Accordingly, the Customer will not have any ownership rights to the Gas stored in the Storage Facility before its withdrawal according to this Article. After the withdrawal at the Entry-Exit (Handing-over and Acceptance) Point, the Customer shall have ownership rights to the withdrawn Gas. The Customer warrants that the Gas injected by, or on behalf of, the Customer into the Storage Facility shall be free from any liens, charges, taxes, claims or encumbrances.

5.3. The Customer shall be obliged to return the Gas at the time and in the amount corresponding to Compulsory Flows agreed in the Individual Contract. For the avoidance of doubt, the Customer shall be obliged to ensure that at the end of the Storage Period agreed in the Individual Contract, it has returned the amount of Gas that has been withdrawn in accordance with the Contract from the Storage Facility to the Storage Operator. Thus, the Available Gas Quantity shown in the Customer's account associated with the Individual Contract at the end of the Storage Period agreed in the Individual Contract shall be the same as the Available Gas Quantity made available to the Customer at the beginning of the Storage Period agreed in the Individual Contract (i.e. Reserved Gas Quantity) in accordance with section 5.1 of this Framework Contract.

5.4. The Parties shall sign a statement in order to evaluate and confirm the amounts of Gas which have been lent to the Customer and returned back by the Customer during the respective Gas Month by the fifth (5^{th}) Working Day of the month following the end of the respective Gas Month. Such statement shall represent only a proof of the withdrawals and injections of Gas during a specific Gas Month within the boundaries and limits stipulated in the Contract. This statement is not considered a VAT invoice.

5.5. If the Customer fails to fulfil its obligation to return the Gas to the Storage Operator in accordance with section 5.3 of this Framework Contract, the Storage Operator shall be entitled to charge to the Customer the reasonable and verifiable costs required for procuring the shortfall quantity (hereinafter referred to as the "**Procurement Costs**"), plus a contractual penalty. Any other statutory rights of the Storage Operator (e.g. claim for damages) remain unaffected. The Procurement Costs shall include, in particular, the purchase costs for procurement of the shortfall quantity realized in a commercially reasonable manner, transportation and any other costs required for the injection of the shortfall quantity into the Storage Facility and non-recoverable taxes and duties payable/paid by the Storage Operator in connection to procuring the shortfall quantity. The contractual penalty shall be five (5) percent of the Procurement Costs. The Storage Operator shall calculate the amount to be paid by the Customer in such case. The Storage Operator has no obligation to provide evidence for the actual Procurement Costs. The Customer shall pay to the Storage Operator the Procurement Costs and contractual penalty within fifteen (15) calendar days from the delivery of Storage Operator's written notice to the Customer.

ARTICLE 6
NOMINATIONS AND RE-NOMINATIONS

6.1. Customer shall submit Nominations and/or Re-nominations to the dispatching center of Storage Facility in format using the communication means indicated in the Rules of Operation.

6.2. Storage Operator shall confirm and/or modify Nominations and/or Re-nominations in format and using the communication means indicated in the Rules of Operation by using the contact data provided by Customer.

6.3. Customer shall be entitled to authorize the third party to submit Nominations and/or Re-nominations to Storage Operator. Customer shall notify Storage 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) calendar days before such authorization becomes effective, is amended or revoked.

6.4. In the case of a Nomination by which the Customer fulfils its obligations arising from several Individual Contracts using a single shipper code on an aggregated basis, the Storage Operator shall allocate the Gas volumes withdrawn/injected by the Customer among the relevant Individual Contracts on a pro rata basis, i.e. in proportion to the withdrawal/injection rights and obligations arising from the relevant Individual Contracts.

6.5. The Customer shall submit to the Storage Operator a shipper code allocated by the Connected Network Operator three (3) Working Days before submitting the Nomination at the latest. Should the Customer fail to submit the shipper code in compliance with preceding sentence, the Storage Operator is entitled to postpone the commencement of the Inverse Storage with Gas Loan provision by the number of Working Days respective to Customer's time delay.

ARTICLE 7
PRICE

7.1. Each Individual Contract execution is subject to agreement of both Parties on Price for provision of the Inverse Storage with Gas Loan for the entire Storage Period.

7.2. Unless otherwise agreed in the Individual Contract, Price for the Inverse Storage with Gas Loan provided under the Individual Contract in EUR for the entire Storage Period shall be calculated according to following formula:

$$\boxed{F = P \times C}$$

, whereas

F - is the Price for the Inverse Storage with Gas Loan in EUR for the entire Storage Period,

P - is the Price for the Inverse Storage with Gas Loan in EUR/MWh as agreed in the Individual Contract for the entire Storage Period,

C - is the Working Gas Volume in MWh as agreed in the Individual Contract.

ARTICLE 8
INVOICING, PAYMENT TERMS AND VAT TREATMENT

8.1. The Storage Operator shall issue invoices for each calendar month of the provision of services, specifically in the amount calculated based on the following formula:

$$\boxed{FM = \frac{F}{M} + \Sigma F_S}$$

where:

FM - is the total amount excluding VAT in EUR, which shall be invoiced for services provided in given calendar month of the Storage Period,

F - is the Price of the Inverse Storage with Gas Loan in EUR for the entire Storage Period, as defined in section 7.2 of this Framework Contract,

M - is the Number of Gas Months of Inverse Storage with Gas Loan provision in the Storage Period,

ΣFs - is the sum of prices for related services provided in and/or related fees in EUR for given calendar month of the Storage Period applied according to the Pricelist.

8.2. All prices, fees and their components agreed/applied on the basis of Contract are exclusive of value added tax (VAT), excise taxes, customs duties and other similar payments (charges) stipulated by valid generally binding legal regulations, whereas these shall be invoiced/applied in accordance with valid generally binding legal regulations.

8.3. With respect to provision of service Storage Operator shall issue and send to the Customer an invoice no later than the fifteenth (15th) day of a calendar month immediately following the calendar month of a repeated provision of a service. In case of related services and/or fees Storage Operator shall issue one cumulative invoice.

8.4. For VAT purposes, provision of the Inverse Storage with Gas Loan represents recurring supply of services subject to VAT with payment agreed for the services to occur on a monthly basis.

8.5. The Price (F) stated in section 7.2 of this Framework Contract plus VAT, if applicable, constitutes for VAT purposes a consideration payable for provision of the services of Inverse Storage with Gas Loan. The place of supply of these services shall be determined in accordance with Article 15 (1) of the Act No. 222/2004 Coll. on Value Added Tax as amended (hereinafter referred to as the "**Slovak VAT Act**") and Article 44 of the Council Directive 2006/112/EC on the Common System of Value Added Tax (hereinafter referred to as the "**EU VAT Directive**"). If Slovakia is determined as a place of supply of these services, consideration payable shall constitute the Price (F) stated in section 7.2 of this Framework Contract plus Slovak VAT applied at appropriate VAT rate.

8.6. Specific treatment of asset loans for the VAT purposes applies in Slovakia, where due to particularities of VAT legislation, the asset loans also follow the VAT rules applicable to a VAT regime used for supplies of goods, which occurs besides provision of services. The Parties therefore agree that any other VAT obligations (including invoicing) arising from such specific VAT treatment, will be governed by stipulations of the Annex No. 3 – Specific VAT treatment in connection to the Inverse Storage with Gas Loan, attached to this Framework Contract. Respective Annex No. 3 forms an integral and inseparable part of this Framework Contract. For the avoidance of doubt, notwithstanding the arrangements of the Annex No. 3 of this Framework Contract, the Parties explicitly agree that their mutual contractual relationship is the Inverse Storage with Gas Loan.

8.7. For invoicing purposes, a Gas Month is considered a calendar month and a Gas Day is considered a calendar day.

8.8. Each invoice issued by the Storage Operator or the Customer shall be delivered via e-mail. For delivery of invoices Storage Operator and Customer shall use contact details stated in the Annex No. 2 of this Framework Contract. Each invoice shall be issued in pdf format. The invoice shall be deemed delivered on the day the invoice is sent from the sender's e-mail address (the party that issued the invoice) designated for sending invoices as specified in Annex No. 2 to this Framework Contract to the recipient's e-mail address (the party to whom the invoice was issued) designated for receiving invoices as specified in Annex No. 2 to this Framework Contract.

8.9. The invoices shall, apart from other particulars, contain all particulars that are required for the invoice in accordance with provisions of the Slovak VAT Act or EU VAT Directive.

8.10. Unless the Contract stipulates otherwise, other invoicing and payment terms with respect to the Contract shall be applied pursuant to Article 21 of the Rules of Operation. For the avoidance of doubt, unless the Contract stipulates otherwise, other invoicing and payment terms of Article 21 of the Rules of Operation shall be also applied, mutatis mutandis, to the invoices issued by the Customer.

ARTICLE 9
RISK OF LOSS OF GAS

9.1. The Storage Operator warrants that it is entitled to dispose of the Reserved Gas Quantity and that the Reserved Gas Quantity is free of any liens, encumbrances and third-party claims. The Storage Operator shall be obligated to indemnify the Customer for any damages, costs and/or expenses suffered by the Customer as a result of breach of the Storage Operator's warranties in this section 9.1.

9.2. The Customer declares and warrants it is entitled to dispose of the Gas designated for return to the Storage Operator pursuant to the Framework Contract and Individual Contract and that such Gas is free of any liens, encumbrances and third-party claims. The Customer shall be obligated to indemnify the Storage Operator for any damages, costs and/or expenses suffered by the Storage Operator as a result of breach of the Customer's warranties in this section 9.2.

9.3. The risk of loss of Gas quantity (including liability for damage to Gas) withdrawn from the Storage Facility shall pass to the Customer at the Entry-Exit (Handing-over and Acceptance) Point at which the Gas is handed over to the Customer. The risk of loss of Gas (including liability for damage to Gas) returned by the Customer shall pass to the Storage Operator at the Entry-Exit (Handing-over and Acceptance) Point at which the Gas is handed over to the Storage Operator.

ARTICLE 10
FINANCIAL SECURITY

10.1. The Storage Operator shall be entitled to request a financial security from the Customer to secure its payment obligations under the Framework Contract and Individual Contracts (hereinafter the "**Financial Security**"), to determine the amount of such Financial Security and to determine the deadline within which the Customer shall be obliged to deliver such Financial Security in accordance with this Article 10. The Customer shall provide financial security in the form of:

(i) a bank guarantee (hereinafter the "**Bank Guarantee**"), or
(ii) a Parent Company Guarantee (hereinafter the "**Parent Company Guarantee**").

The Customer may replace the Financial Security originally provided to the Storage Operator in respect of an Individual Contract by providing the Storage Operator with a Financial Security in the other form permitted by this section 10.1.

10.2. The Financial Security provided by the Customer shall become effective no later than on the first day of the Storage Period under the relevant Individual Contract and shall be in the amount specified by the Storage Operator. If the Customer fails to provide the Financial Security which meets the requirements stipulated in the previous sentence, the Storage Operator shall be entitled to:

(i) immediately suspend providing the Inverse Storage with Gas Loan to the Customer and shall not be obligated to continue providing the Inverse Storage with Gas Loan to the Customer;
(ii) terminate the Individual Contract and/or the Framework Contract.

10.3. Where the Financial Security is provided in respect of an Individual Contract after its execution, such Financial Security shall, unless Parties agree in the Individual Contract otherwise:
(i) become valid no later than fourteen (14) days after execution of the relevant Individual Contract and effective no later than on the first day of the Storage Period under the relevant Individual Contract;
(ii) remain until at least the end of the second (2nd) month following the end of the Storage Period under the relevant Individual Contract;
(iii) be issued with the Storage Operator as the beneficiary;
(iv) be payable to the bank account of the Storage Operator without any objection within five (5) Working Days of the demand from the Storage Operator being received and without any preceding demand by the Storage Operator requesting that the Customer fulfil their obligations;
(v) be irrevocable;
(vi) 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 14 of this Framework Contract;
(vii) be issued by a bank/Parent Company with a minimum rating of BBB- (Triple B minus) pursuant to the standards of the rating agency "Standard & Poor's" respectively or an equivalent minimum rating given by the rating agencies "Moody's" or "Fitch".

10.4. Where the Financial Security is provided prior to the execution of Individual Contracts, such Financial Security shall, unless Parties agree in the Individual Contract otherwise:
(i) become effective no later than on the first day of the Storage Period under each Individual Contract, with the effectiveness applying individually to each Individual Contract;
(ii) remain until at least the end of the second (2nd) month following the end of the Storage Period under each Individual Contract, counted separately for each Individual Contract;
(iii) be issued with the Storage Operator as the beneficiary;
(iv) be payable to the bank account of the Storage Operator without any objection within five (5) Working Days of the notice from the Storage Operator being received and without any preceding notice by the Storage Operator requesting that the Customer fulfil their obligations;
(v) be irrevocable;
(vi) 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 14 of this Framework Contract;
(vii) be issued by a bank/Parent Company with a minimum rating of BBB- (Triple B minus) pursuant to the standards of the rating agency "Standard & Poor's"

respectively or an equivalent minimum rating given by the rating agencies “Moody’s” or “Fitch”.

10.5. If at least a part of the Financial Security amount is spent, the Storage Operator shall have the right to request the Customer to replenish or increase the Financial Security up to an amount sufficient to secure all present obligations of the Customer under each Individual Contract and the Framework Contract, or up to the amount specified in the Individual Contract or section 10.7. of this Framework Contract, as the case may be. The Financial Security shall be replenished or increased within fifteen (15) days after the Storage Operator has made the request for replenishment or increase of the Financial Security. If the Customer fails to replenish or increase the Financial Security up to the required amount pursuant to the Individual Contract, section 10.7. of this Framework Contract, and/or to secure all obligations under the Framework Contract and/or Individual Contract, as applicable, the Storage Operator shall have the right to suspend the provision of the Inverse Storage with Gas Loan.

10.6. The Storage Operator shall be entitled to use the Financial Security if (i) any Event of Default (as defined below) occurs, or (ii) the Customer fails to make any payment due under this Framework Contract and/or Individual Contract.

10.7. The Storage Operator shall be entitled to demand and the Customer shall be obligated to deliver to the Storage Operator within ten (10) days from the receipt of written notice a replacement of the Financial Security and/or a Financial Security in an increased amount to the satisfaction of the Storage Operator in case material adverse change occurs, which means the occurrence of any of the following events:

(i) the Financial Security has expired, has been revoked, has been modified, has ceased to be valid and/or effective, has been called into question or is inadequate;

(ii) 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 Framework Contract and/or Individual Contract is materially impaired;

(iii) 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;

(iv) a fundamental change in the market.

10.8. The Storage Operator shall be entitled to require the Customer to prove at any time during the term of this Framework Contract that it has professional, technical, personnel and financial capacity to fulfil the obligations under this Framework Contract and Individual Contract. For the purposes of the foregoing, the Storage Operator may request the Customer to provide the following information and documents:

i. financial statements and other information about the Customer's assets and its financial situation which the Storage Operator will deem necessary;

ii. information on the structure of equity holding of the Customer as well as on persons controlling the Customer and controlled by the Customer according to and on any change in the Customer's control;

iii. details of any existing or impending dispute or proceeding (including judicial, arbitration and administrative proceedings), which could have adverse impact on the fulfilment of the Customer's duties under this Framework Contract and Individual Contract should they result in negative outcome for the Customer;

iv. information on the Customer's permits, authorizations, and licenses necessary for the fulfilment of the duties under this Framework Contract and Individual Contract.

10.9. The Customer shall be obligated to furnish the Storage Operator with the above information or documents in the form required by the Storage Operator no later than ten (10) Working Days after delivery of the Storage Operator's request. Should the Customer breaches this duty, it shall be deemed as a breach of material obligation pursuant to section 13.1(vi) of this Framework Contract.

10.10. Sections 22.1 to 22.9 of the Rules of Operation shall not apply to this Framework Contract.

ARTICLE 11
WARRANTIES AND DECLARATIONS

11.1. The Parties declare that they are registered as an excise tax payers for natural gas pursuant to Article 35 of Act No. 609/2007 Coll. on excise tax on electricity, coal and natural gas and the amendment to Act No. 98/2004 Coll. on excise tax on mineral oil, as amended (the "Excise Tax Act"). The copies of confirmations (certificates) on such registrations are attached to this Framework Contract as Annex No. 4 and Annex No. 5. Should there be any change to the Party's Slovak registration on excise tax on natural gas, including invalidation, cancellation or change, the respective Party is obliged to notify the other Party immediately, and no later than two (2) calendar days after any such change.

Alternative
*The Customer declares that it is not registered as an excise tax payer for natural gas pursuant to Article 35 of Act No. 609/2007 Coll. on excise tax on electricity, coal and natural gas and the amendment to Act No. 98/2004 Coll. on excise tax on mineral oil, as amended (hereinafter referred to as the "**Excise Tax Act**"). In case that the Customer*

becomes excise tax payer for natural gas registered in Slovakia according to the Excise Tax Act, the Customer shall be obliged to notify the Storage Operator thereof and deliver the copy of confirmation (certificate) of respective registration to the Storage Operator immediately on the day of issuance of such confirmation (certificate) by the Slovak Customs Authorities.

The Storage Operator declares that it is registered in Slovakia as an excise taxpayer for natural gas pursuant to Article 35 of the Excise Tax Act. The copy of confirmation (certificate) on such registration is attached to this Framework Contract as Annex No. 4.

11.2. The Parties declare that they are taxable persons acting in capacity of a taxable person when fulfilling their obligations stipulated by the Contract.

11.3. The Customer declares that it does not have a seat, a place of business and a fixed establishment for VAT purposes in Slovakia. If the seat, place of business and/or fixed establishment of the Customer for VAT purposes is formed in Slovakia, the Customer shall be obliged to notify the Storage Operator thereof immediately, and no later than two (2) calendar days after the formation of the seat, place of business and/or fixed establishment.

Alternative
Otherwise, this section will be removed

11.4. The Customer declares that it is registered for VAT purposes as a VAT payer according to the legislation of [FILL IN] and for the purposes of the Contract and for VAT purposes the Customer acts (i.e. the Customer will receive or perform supplies under the Contract) as a [FILL IN] VAT payer with seat or fixed establishment in [FILL IN] upon [FILL IN] VAT number stated on the second page of this Framework Contract. Should there be any change to the Customer's declaration above and/or [FILL IN] VAT registration, including invalidation, cancellation, or change, the Customer is obliged to notify the Storage Operator immediately, and no later than two (2) calendar days after any such change.

11.5. The Customer declares that it acts for VAT purposes in capacity of a taxable dealer in accordance with Article 38 para. 2 of EU VAT Directive.

11.6. The Customer declares that the Gas borrowed from the Storage Operator shall not be used for Customer's own consumption, but for the trading purposes.

11.7. The Customer declares that the Gas borrowed from the Storage Operator shall not be depreciated for tax purposes on the side of the Customer over the Storage Period agreed in the Individual Contract.

11.8. The Customer declares that it is a tax resident in the country in which it does have its registered office whose address is also stated on the second page of this Framework Contract. The Customer declares that it is the final recipient (beneficial owner) of income which may be accruing to the Customer based on the Contract/in relation to the Contract (hereinafter referred to as "**Final recipient of income**"). In the event of a change in the Customer's tax residency and/or a change of the Final recipient of income, the Customer shall be obliged to notify the Storage Operator within two (2) calendar days from the date the respective change occurs.

11.9. The Storage Operator has the right to request, at any time following the signing of this Framework Contract by both Parties and, if necessary, even after its termination, that the Customer provide a relevant certificate on tax residency of the Customer/Final recipient of income confirming the tax residency of the Customer/Final recipient of income for the period specified in the Storage Operator's request. In this case the Customer is obliged to deliver to the Storage Operator the relevant certificate on tax residency of the Customer/Final recipient of income without delay (as soon as possible). As the relevant certificate on tax residency is considered the official form issued by the Tax (Financial) Administration/Authority in the relevant country confirming the residency for tax purposes in this country, provided the Tax (Financial) Administration/Authority issues such certificate. If the Tax (Financial) Administration/Authority does not issue such a certificate, as the relevant certificate on tax residency is considered an affidavit of tax residency from the Customer/Final recipient of income.

11.10. The Customer declares that it does not have a permanent establishment in the territory of the Slovak Republic pursuant to the Slovak legislation and the Treaty on Avoidance of Double Taxation between the Slovak Republic and the country where the Customer is the tax resident. The Customer also declares that it has not entered into any Contract (including this Framework Contract), that, under applicable legal regulations, could result in the formation of a permanent establishment of the Customer in the territory of the Slovak Republic and/or the tax liability in the Slovak Republic of employees or persons working for the Customer in the Slovak Republic. If, during the validity of this Framework Contract, in the territory of the Slovak Republic pursuant to valid legal regulations a permanent establishment of the Customer is formed and/or the tax liability of employees or persons working for the Customer in the Slovak Republic arises or if the Customer enters into any Contract (including any Individual Contract) that could give rise to such a permanent establishment or tax liability, the Customer is obliged to notify the Storage Operator thereof immediately, but no later than two (2) calendar days from the date when the given fact occurs.

Alternative
Otherwise, this section will be removed

11.11. The Customer shall bear the loss, including the obligation to bear the costs related to the tax administrator potentially assessing additional tax, including sanctions, which the Storage Operator has incurred due to the Customer having provided incorrect or incomplete information or where the Customer has failed to immediately notify the Storage Operator of any change concerning the Customer or its declarations or obligations contained in this Framework Contract or the Individual Contract or carried out on the basis of the Contract.

ARTICLE 12
NOTIFICATIONS

All notifications between Storage Operator and Customer shall be delivered by registered letters and/or courier service established and operating in the Slovak Republic, and/or by e-mail (if listed below).

For Customer to the address:

[FILL IN]

Front desk:
Attention: [FILL IN]
E-mail: [FILL IN]

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

and for Storage Operator to the address:

POZAGAS a.s.
Malé námestie 1
901 01 Malacky
Slovak Republic

Front desk:
Attention: [FILLIN]
E-mail: [FILLIN]

Dispatching:
Telephone: [FILLIN]
E-mail: [FILLIN]

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

ARTICLE 13
EVENTS OF DEFAULT

13.1. The following shall be deemed Events of Default of the Customer under this Framework Contract and/or Individual Contract:

i. the Customer fails to pay any monetary obligation (payment obligation) or other obligation to the Storage Operator within ten (10) Working Days of its due date;

ii. the Customer fails to return the Gas provided by the Storage Operator in accordance with this Framework Contract and Individual Contract; and/or

iii. the Customer fails to comply with the Compulsory Flows agreed in the Contract; and/or

iv. the Customer fails to timely provide the Financial Security required by the Storage Operator in accordance with the Contract, or fails to timely replenish or increase such Financial Security at the request of the Storage Operator; and/or

v. the Customer has provided false or misleading information and/or documents to the Storage Operator; and/or

vi. the Customer otherwise materially breaches the Framework Contract, an Individual Contract or any other contract concluded with the Storage Operator or the Rules of Operation, e.g. by breaching confidentiality of information; and/or

vii. the Customer is in breach of another contract concluded 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 withdrawal (cross-default).

ARTICLE 14
DISPUTE RESOLUTION

14.1. All disputes between the Parties due to failure to comply with the terms and conditions agreed by the Parties in this Framework Contract and related documents (hereinafter "**Dispute**") shall Parties attempt to settle in good faith by amicable agreement.

14.2. Disputes that are not settled by an amicable agreement within sixty (60) calendar 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.

14.3. 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.

14.4. 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.

14.5. The ruling resulting from arbitration proceedings shall be final and binding on both Parties.

ARTICLE 15
TERM AND TERMINATION

15.1. This Framework Contract shall become valid and effective on the day it is signed by the authorized representatives of both Parties and shall remain in force for indefinite term.

15.2. Any amendments to this Framework Contract and/or Individual Contracts shall be legally binding and effective subject to the written consent of both Parties drawn up in the form of an addendum to this Framework Contract and/or Individual Contracts that must be signed by legitimately appointed representatives of both Parties.

15.3. If an Event of Default occurs, the Storage Operator shall be entitled to withdraw from the Framework Contract and/or Individual Contract.

15.4. The Storage Operator shall also have the right to withdraw from the Framework Contract and/or Individual 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 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 the Storage Operator may include by means of an announcement to be published on its website; 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; or

x. the Customer, in the good faith discretion of the Storage Operator, ceased to comply with the requirements of the registration pursuant to the Rules of Operation or the registration has been made on the basis of false information.

15.5. If the Storage Operator withdraws from the Framework Contract and/or Individual Contract due to a breach of the Customer's obligations or an Event of Default, 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 Individual Contract and the price paid by the Customer to the Storage Operator under the Individual Contract on the date of termination of the Individual Contract, without prejudice to the right of the Storage Operator against the Customer for payment of outstanding liabilities, damages and/or compensation.

15.6. If this Framework Contract and/or Individual Contract is terminated, withdrawn or otherwise ends prior to the expiry of the Storage Period for any reason, the Customer shall return all the borrowed amount of Gas (all the amount of Gas that has been withdrawn in accordance with the Contract from the Storage Facility) to the Storage Operator by the day on which the Framework Contract and/or Individual Contract ends by ensuring that such amount of Gas solely owned by the Customer and free of any liens, encumbrances and third-party claims is injected in the Storage Facility (Article 5 of this Framework Contract applies mutatis mutandis).

15.7. Withdrawal from this Framework Contract and/or Individual Contract or any other termination thereof shall not affect provisions, which by their nature are intended to continue after the end of this Framework Contract and/or the Individual Contract.

ARTICLE 16
FINAL PROVISIONS

16.1. Storage Operator shall be entitled to unilaterally amend any provisions of this Framework Contract in case the amendment is required following changes in applicable regulations, or any acts of regulatory authorities having impact on Storage Operator.

16.2. Regarding the matters not specified by Framework Contract herein, the contractual relationship set out by Framework Contract herein shall be governed by stipulations of the Act No. 513/1991 Coll., Commercial Code, as amended and relevant legal regulations. The provisions of this Framework Contract pertaining to the Gas Loan shall be governed by the applicable provision of the Civil Code and by the Commercial Code. Application of rules and regulations governing the conflict of laws, referring to the applicability of other than Slovak law, shall be ruled out.

16.3. The Parties agree that manuscript signature and Advanced Electronic Signatures, applied by authorized persons to be sufficient and binding for entering into this Framework Contract and Individual Contracts and any documents related to the Framework Contract and Individual Contracts, including documents for which the Framework Contract and Individual Contract requires written form, or which require to be signed by the Parties.

16.4. If this Framework Contract is entered into in paper form signed by manuscript signature, it shall be executed in two (2) originals in the English language, with the Parties receiving one (1) original each.

16.5. The Parties declare that they have read this Framework Contract, comprehended the content and agree with it and in evidence thereof have signed the Framework Contract of their own free will.

***

In [FILLIN] on the day of [FILLIN]	In Malacky on the day of [FILLIN]
CUSTOMER	**STORAGE OPERATOR**
[FILLIN]	POZAGAS a.s.
Name: [FILL IN]	Name: [FILLIN]
Position: [FILL IN]	Position: [FILLIN]
	Name: [FILLIN]
	Position: [FILLIN]

Annex No. 1

Draft form of Individual Contract

concluded within Framework Contract on provision of Inverse Storage with Gas Loan S.T.A.C. service with reference number [FILL IN]

Service reference: [FILL IN]		
Scope of Inverse Storage with Gas Loan		
1. Type of Storage Capacity:	Storage Capacity with Compulsory Flows	
2. Shipper code:	[FILL IN]	
3. Working Gas Volume (WGV):	[FILL IN]	MWh
4. Withdrawal Flow Rate:	[FILL IN]	MWh/Gas Day
5. Injection Flow Rate:	[FILL IN]	MWh/Gas Day
6. Withdrawal Period:	[FILL IN]	
7. Injection Period:	[FILL IN]	
8. Storage Period:	[FILL IN]	
9. Entry-Exit (Handing-over and Acceptance) Points:	[FILL IN]	
10. Price for the Inverse Storage with Gas Loan:	[FILL IN]	EUR/MWh
11. Other fees (e.g. Commodity tariff):	[FILL IN] or According to Pricelist	
12. Financial Security:	[FILL IN]	
13. Other arrangements:	[FILL IN]	
14. Statute of Gas	[FILL IN]	

……………………………..
Name: [FILL IN]
Position: [FILL IN]

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

Annex No. 2

List of Authorized Persons and e-mails contacts

List of Authorized Persons:

	Storage Operator	**Customer**
Name: E-mail address:	[FILLIN]	[FILLIN]
Name: E-mail address:	[FILLIN]	[FILLIN]
Name: E-mail address:	[FILLIN]	[FILLIN]

List of e-mail contacts:

	Storage Operator	**Customer**
Invoices - sent from:	[FILLIN]	[FILLIN]
Invoices - received to:	[FILLIN]	[FILLIN]

Annex No. 3

Specific VAT treatment in connection to the Inverse Storage with Gas Loan

(hereinafter referred to as the “**Annex 3**”)

Preamble

Specific treatment of asset loans for the VAT purposes applies in Slovakia, where due to particularities of VAT legislation, asset loan arrangements follow in certain aspects also the VAT rules applicable to a VAT regime used for supply of goods. As with respect to the Contract the supply of goods regime occurs alongside the provision of services, the Parties agree that VAT obligations (such as invoicing, VAT point determination, and similar) arising from this specific VAT treatment for goods supplies, are stipulated by this Annex 3.

VAT treatment in connection with the Gas Loan

1. The Parties acknowledge that based on the Contract for the purposes of the Slovak VAT legislation, separate reciprocal transfers of the Gas, which shall represent taxable supply of goods for consideration also occur alongside the provision of taxable supply of services, as stipulated in section 8.4 of the Framework Contract.

   With respect to the characteristics of Storage Capacity with Compulsory Flows, the following two groups of transfers of the Gas (supplies of goods for consideration) are identified for the purposes of the Slovak VAT legislation:

   1.1 The first group being the supplies of goods by the Storage Operator to the Customer, which are represented by the act of borrowing Gas by the Customer from the Storage Operator on the Gas Days of withdrawal of Gas from the Storage Facility.

   1.2 The second group being the reversed supplies of goods by the Customer to the Storage Operator, which are represented by the act of returning Gas by the Customer to the Storage Operator on the Gas Days of injection of Gas into the Storage Facility.

   The Gas in the withdrawn and/or injected amount is in this Annex 3 also referred to as the “goods” for VAT purposes.

2. Consideration agreed between the Parties for the supplies of goods identified above is stipulated as follows:

   2.1 Consideration net of VAT – tax base (EUR) for each supply of goods by the Storage Operator to the Customer (as mentioned in section 1.1 of this Annex 3) occurring upon borrowing Gas by the Customer from the Storage Operator with respect to withdrawal of Gas from the Storage Facility based on the Individual Contract shall be calculated by multiplying the Unit Price (EUR/MWh) mentioned in this section 2.1 below and withdrawn amount of Gas (MWh) based on the Individual Contract.

Unit Price (EUR/MWh) in case of each respective supply of goods by the Storage Operator to the Customer is EUR 5.00.

The consideration payable by the Customer for each respective supply of goods by the Storage Operator to the Customer shall represent the Consideration net of VAT – tax base (EUR) stipulated in this section 2.1 above increased by the Slovak VAT at the appropriate VAT rate (to the extent that the VAT legislation requires so).

2.2 Consideration net of VAT – tax base (EUR) for each reversed supply of goods by the Customer to the Storage Operator (as mentioned in section 1.2 of this Anex 3) occurring upon returning the Gas by the Customer to the Storage Operator with respect to injection of the Gas into the Storage Facility based on the Individual Contract shall be calculated by multiplying the Unit Price (EUR/MWh) mentioned in this section 2.2 below and injected amount of the Gas (MWh) based on the Individual Contract.

Unit Price (EUR/MWh) in case of each respective reversed supply of goods by the Customer to the Storage Operator is EUR 5.00.

The consideration payable by the Storage Operator for each respective reversed supply of goods by the Customer to the Storage Operator shall represent Consideration net of VAT – tax base (EUR) stipulated in this section 2.2 above increased by the Slovak VAT at the appropriate VAT rate (to the extent that the VAT legislation requires so).

For the avoidance of doubt, the Unit Price (EUR/MWh) in case of all respective supplies of goods (by the Storage Operator to the Customer and vice versa) mentioned in sections 1.1 and 1.2 of this Annex 3 is equal (i.e. EUR 5.00).

3. From the legal point of view the title to the Gas is transferred upon individual withdrawals and injections of natural gas during the Storage Period (section 5.2 of the Framework Contract). For purposes of determining the VAT treatment of supply of goods, the transfer of economic ownership (right to dispose of goods as owner) is decisive. In this case the economic ownership for VAT purposes shall be transferred at the same Gas Day when the title to the natural gas from legal point of view is transferred.

4. For the two distinct groups of transfers of economic ownership that are identified for VAT purposes under this Annex 3, the tax points arise as follows:

4.1 For each transfer from the Storage Operator to the Customer (as mentioned in section 1.1 of this Annex 3) the tax point shall occur upon the Gas Day of borrowing Gas by the Customer from the Storage Operator for the amount of the borrowed Gas upon withdrawal. Such date represents decisive event upon which the Customer acquires accessibility to the respective amount of Gas.

4.2 For each transfer from the Customer back to the Storage Operator (as mentioned in section 1.2 of this Annex 3) the tax point shall occur upon the Gas Day of returning Gas by the Customer to the Storage Operator for the amount of the returned Gas upon injection. Such date represents decisive event upon which the Customer ceases to have accessibility to the respective amount of natural gas.

Due to reasons mentioned above, respective Gas Days mentioned above represent tax point dates (and dates of supplies of goods) for VAT purposes.

5. Deadline for issuing and delivering invoices:

5.1 The Storage Operator shall issue invoice for supply of goods by the Storage Operator to the Customer mentioned in section 1.1 of this Annex 3 and deliver it to the Customer no later than on the fourteenth (14th) calendar day of the calendar month following the end of the Gas Month, in which respective supply of goods occurred (i.e. in which relevant tax point occurred).

5.2 The Customer and the Storage Operator agree that the Storage Operator shall issue on behalf of the Customer and for the account of the Customer the invoice for reversed supply of goods by the Customer to the Storage Operator mentioned in section 1.2 of this Annex 3. The Storage Operator is obliged to issue on behalf of the Customer and for the account of the Customer the invoice for respective supply of goods and deliver it to the Customer no later than on the fourteenth (14th) calendar day of the calendar month following the end of the Gas Month, in which respective supply of goods occurred (i.e. in which relevant tax point occurred). Respective invoice shall be accepted by the Customer if it contains all requirements stipulated by the Slovak VAT Act and correct data/information in compliance with the Contract. Respective invoice is considered to be accepted by the Customer if respective invoice was not returned to the Storage Operator for correction within ten (10) calendar days from the day of its delivery by the Storage Operator to the Customer.

6. Maturity:

6.1 Each Consideration net of VAT – tax base (EUR) stipulated in section 2.1 of this Annex 3 shall be due to be paid by the Customer to the Storage Operator within fourteen (14) calendar days following the end of the Storage Period agreed in relevant Individual Contract.

The related VAT (if charged in the invoice) shall be due to be paid by the Customer to the Storage Operator within fourteen (14) calendar days following the date of delivery of the invoice issued by the Storage Operator. Respective payment shall be made by bank transfer.

6.2 Each Consideration net of VAT – tax base (EUR) stipulated in section 2.2 of this Annex 3 shall be due to be paid by the Storage Operator to the Customer within fourteen (14) calendar days following the end of the Storage Period agreed in relevant Individual

Contract.

The related VAT (if charged in the invoice) shall be due to be paid by the Storage Operator to the Customer within fourteen (14) calendar days following the date of delivery of invoice issued by the Storage Operator on behalf of the Customer and for the account of the Customer. Respective payment shall be made by bank transfer.

7. The Parties agree that all receivables of the Storage Operator towards the Customer in the amounts of each Consideration net of VAT – tax base (EUR) under section 2.1 of this Annex 3 in connection to relevant Individual Contract shall be set off against all receivables of the Customer towards the Storage Operator in the amounts of each Consideration net of VAT – tax base (EUR) under section 2.2 of this Annex 3 in connection to the same relevant Individual Contract as of their respective due date pursuant to sections 6.1 and 6.2 of this Annex 3.

8. For the avoidance of doubt, since Annex 3 represents integral and inseparable part of the Framework Contract, if not stipulated otherwise in this Annex 3, all provisions stipulated in the Framework Contract outside Annex 3 shall apply on this Annex 3.

Annex No. 4

Certificate on Slovak registration of the Storage Operator for the payer of excise tax on natural gas

26-05-2008

COLNÝ ÚRAD BRATISLAVA
Miletičova 42, 824 59 Bratislava

Evidenčné číslo: 520080800025

Dátum vydania osvedčenia: 19.5.2008

Zn. č.: 34027/2008-5238

Podľa § 31 ods. 11 zákona č. 511/1992 Zb. o správe daní a poplatkov a o zmenách v sústave územných finančných orgánov v znení neskorších predpisov v spojení s § 47 ods. 2 zákona č. 609/2007 Z. z. o spotrebnej dani z elektriny, uhlia a zemného plynu a o zmene a doplnení zákona č. 98/2004 Z. z. o spotrebnej dani z minerálneho oleja v znení neskorších predpisov vydáva Colný úrad Bratislava

OSVEDČENIE

o registrácii na spotrebnú daň zo zemného plynu

pre daňový subjekt:
obchodné meno: **POZAGAS, a. s.**
adresa sídla: **Malé námestie 1, 901 01 Malacky**
IČO: **31435688**
DIČ: **2020357372**

registrovaný ako

DAŇOVÝ DLŽNÍK

a prideľuje registračné číslo

SK52000800068

Daňový subjekt je povinný plniť povinnosti, ktoré mu vyplývajú zo zákona č. 609/2007 Z. z. o spotrebnej dani z elektriny, uhlia a zemného plynu a o zmene a doplnení zákona č. 98/2004 Z. z. o spotrebnej dani z minerálneho oleja v znení neskorších predpisov, ako aj zo zákona č. 511/1992 Zb. o správe daní a poplatkov a o zmenách v sústave územných finančných orgánov v znení neskorších predpisov, najmä riadne a včas podávať daňové priznania a platiť daň na účet vedený v Štátnej pokladnici príslušného správcu dane, ktorým je:

Colný úrad Bratislava.

Poučenie:
Proti tomuto osvedčeniu podľa § 46 ods. 1 zákona č. 511/1992 Zb. o správe daní a poplatkov a o zmenách v sústave územných finančných orgánov v znení neskorších predpisov nie je prípustné odvolanie.

odtlačok úradnej pečiatky

COLNÝ ÚRAD BRATISLAVA - 136 - SLOVENSKÁ REPUBLIKA

c. r. Mgr. Ing. Richard Mekiňa
riaditeľ Colného úradu Bratislava

Annex No. 5

Certificate on Slovak registration of the Customer for the payer of excise tax on natural gas

[FILLIN]