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**CONTRACT ON ACCESS TO THE STORAGE FACILITY AND INVERSE  
GAS STORAGE WITH GAS LOAN  
REFERENCE NUMBER [FILL IN]**

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concluded between

**[FILL IN]**

as Customer

**and**

**POZAGAS a.s.**

as Storage Operator

on [FILL IN]

## CONTRACT ON ACCESS TO THE STORAGE FACILITY AND INVERSE GAS STORAGE WITH GAS LOAN

- (1) **POZAGAS a.s.**, with a registered office at Malé námestie 1, 901 01 Malacky, Slovak Republic, registered in the Commercial Register, Municipal 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 SK111100000002620003092, Represented by: [FILL IN] (hereinafter the “**Storage 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 the “**Customer**” and jointly with the Storage 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 the Act No. 251/2012 Coll. on the energy sector and on amendments to certain acts as amended (hereinafter the “**Energy Act**”) 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 Inverse Storage Capacity with Gas Loan (hereinafter the “**Gas Storage Contract**”).

### PREAMBLE

*WHEREAS* under Tender for Access to Storage and Allocation of Inverse Storage Capacity with Gas Loan No. [FILL IN], the Customer has expressed an interest in the allocation of Inverse Storage Capacity with Gas Loan by submitting the Application;

*WHEREAS* Storage Operator allows access to the Storage Facility and allocates the Inverse Storage Capacity with Gas Loan to Customer in the extent as defined in 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 **“Storage Period”** – period commencing at 6:00 a.m. CET on [FILL IN] and ending at 6:00 a.m. CET on [FILL IN].
- 1.2 **“Cross-border utilization of the Storage Facility”** – the way of Storage Facility utilization during which the sum of Gas volume injected through Entry/Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria does not equal sum of Gas volume withdrawn through Entry/Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria, according to its definition in E-control decree about Gas system usage charges “Gas-Systemnutzungsentgelte-Verordnung 2013”, as amended.
- 1.3 **“Time”** – any reference to time in this Gas Storage Contract shall be a reference to the current time used in the Slovak Republic.
- 1.4 **“Working Days”** – days except for Saturday, Sunday, public holiday or other non-working day stipulated by the relevant legal regulations 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 by the Storage Operator to the Customer of the storage service Inverse Storage Capacity with Gas Loan whereby the Storage Operator grants to the Customer access to the Storage Facility, allocates to the Customer Inverse Storage Capacity, which is provided as Fixed Storage Capacity, in the extent specified in Article 3 of this Gas Storage Contract and the Customer shall be entitled to borrow from the Storage Operator Gas in the quantity and under the conditions specified in Article 4 of this Gas Storage Contract (hereinafter the **“Inverse Storage Capacity with Gas Loan”**);
  - (ii) Provision by the Storage Operator to the Customer of related services under the terms and conditions provided for under this Gas Storage Contract;
  - (iii) Obligation of the Customer to pay the Storage Operator in respect of the Inverse Storage Capacity with Gas Loan and related services the agreed Price according to Article 7 of this Gas Storage Contract and to return the loaned Gas in accordance with Article 4 of this Gas Storage Contract.

**ARTICLE 3  
STORAGE CAPACITY AND ITS USAGE**

3.1 The Storage Operator shall, during the Storage Period and subject to the provisions of this Gas Storage Contract, provide the Customer with Fixed Storage Capacity as set forth below:

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

The Customer undertakes to withdraw quantity of Gas equal to the Working Gas Volume from the Storage Facility during the Withdrawal Period and inject the same quantity of Gas into the Storage Facility during the Injection Period in accordance with the agreed maximum Daily Injection Flow Rate and the maximum Daily Withdrawal Flow Rate specified in this section 3.1 that shall be determined by the Withdrawal Curve and/or Injection Curve as provided for in Annex 3 of this Gas Storage Contract. If at any point during the Storage Period the Customer (due to reasons on the Customer's side) fails to withdraw and/or inject such quantities of Gas that it becomes impossible to withdraw a quantity of Gas equal to the Working Gas Volume during the Withdrawal Period and/or inject a quantity of Gas equal to the Working Gas Volume during the Injection Period using the agreed maximum Daily Injection Flow Rate and the maximum Daily Withdrawal Flow Rate specified in this section 3.1, it shall constitute a material breach of this Gas Storage Contract and shall be considered as Event of Default pursuant to section 14.1 and the Storage Operator shall have the right to suspend the provision of the storage services.

3.2 At any time during the Withdrawal Period with the exception of Shutdowns, the Storage Operator shall, in accordance with the terms and conditions of this Gas Storage Contract, hand-over to the Customer Gas quantities that the 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 Withdrawal Period on each Gas Day except Shutdowns, the Storage Operator shall withdraw and hand-over to the Customer, if the Customer requests so, such Gas quantities that shall not in total exceed the Daily Withdrawal Flow Rate or respective Hourly Withdrawal Flow Rate applicable on the given Gas Day based on the confirmed Customer's Nomination/Renomination by the Storage 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.

3.3 At any time during the Injection Period with the exception of Shutdowns, the Storage Operator shall, in accordance with the terms and conditions of this Gas Storage Contract, take over from the Customer Gas quantities delivered by the Customer for storage under the condition that at any time balance of the Customer's account associated with this Gas Storage Contract shall not exceed Working Gas Volume pursuant to section 3.1 of this Gas Storage Contract.

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

- 3.4 If the Customer is not able to withdraw and/or inject Gas quantities, which are necessary to withdraw a quantity of Gas equal to the Working Gas Volume during the Withdrawal Period and/or inject a quantity of Gas equal to the Working Gas Volume during the Injection Period, 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 month affected by maintenance shall be adjusted by the Storage Operator with the make-up Daily Injection Flow Rates and/or Daily Withdrawal Flow Rates (as applicable). Such make-up Daily Injection Flow Rates and/or Daily Withdrawal Flow Rates are included in the Price 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 Gas quantities, which are necessary to withdraw a quantity of Gas equal to the Working Gas Volume during the Withdrawal Period and/or inject a quantity of Gas equal to the Working Gas Volume during the Injection Period.
- 3.5 The Customer shall ensure that all Gas injected into the Storage Facility under this Gas Storage 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.
- 3.6 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.
- 3.7 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 gas storage service provision by the number of Working Days respective to Customer's time delay.

#### **ARTICLE 4 LOAN OF NATURAL GAS**

- 4.1 At the beginning of the Storage Period, the Storage Operator shall make available on a separate account of the Customer Gas quantity equal to the Working Gas Volume specified

in section 3.1 of this Gas Storage Contract (hereinafter the “**Loan Quantity**”). For the avoidance of doubt, the Loan Quantity is a volume allocated at the beginning of the Storage Period before the Customer withdraws or injects any Gas. The Customer has not injected and does not own the Loan Quantity. The Gas quantity available to the Customer during the Storage Period shall be the difference between the Loan Quantity and the Gas quantity borrowed by the Customer from the Storage Operator (hereinafter “**Borrowed Quantity**”) and is shown on separate account of the Customer associated with this Gas Storage Contract (hereinafter the “**Available Quantity**”). The Storage Operator makes accessible the Available Quantity to the Customer by way of asset loan pursuant to section 657 of Act No. 40/1964 Coll. Civil Code as amended and the Customer shall borrow this natural gas from the Storage Operator at the time and in the amount agreed in Article 3.

- 4.2 The ownership title to any Borrowed Quantity withdrawn by the Customer from the Storage shall be transferred to the Customer after the withdrawal at the Entry-Exit (Handing-over and Acceptance) Point specified in Article 5. The ownership title to any returned Gas injected by the Customer into the Storage Facility shall be transferred to the Storage Operator at the Entry-Exit (Handing-over and Acceptance) Point specified in Article 5 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 specified in Article 5, the Customer will have ownership rights to the withdrawn Gas.
- 4.3 The Customer shall return to the Storage Operator the Borrowed Quantity that has been withdrawn in accordance with Article 3 of this Gas Storage Contract from the Storage Facility by ensuring that such quantity of Gas solely owned by the Customer and free of any liens, encumbrances and third-party claims is injected in the Storage Facility before the end of the Storage Period.
- 4.4 The Parties shall sign a statement in order to evaluate and confirm the Borrowed Quantity and returned back by the Customer during the respective calendar month by the fifth (5th) Working Day of the immediately following calendar month. Such statement shall represent only a proof of the withdrawals and injections of Gas during a specific calendar month within the boundaries and limits stipulated in this Gas Storage Contract. This statement does not determine or refer to the occurrence of tax point (or of several tax points) for value added tax (hereinafter “**VAT**”) purposes, nor shall it constitute an invoice for VAT or other purposes.
- 4.5 If the Customer fails to fulfil its obligation to return the Borrowed Quantity in accordance with section 4.3 of this Gas Storage Contract at the end of the Storage Period, the Customer shall pay to the Storage Operator a contractual penalty, which shall be calculated using the following formula:

$$CP = (DQ \times P + TC) \times k$$

where

**CP** is the contractual penalty in EUR,

- DQ** is the quantity of Gas in MWh that the Customer failed to return to the Storage Operator pursuant to section 4.3 of this Gas Storage Contract (hereinafter the “**Default Quantity**”),
- P** is the price in EUR/MWh, at which the Storage Operator acting in a commercially reasonable manner is or would be able to contract to purchase or otherwise acquire from a third party (which may include a network operator) an equivalent quantity of Gas to replace the Default Quantity,
- TC** is the amount in EUR of any transportation costs, charges, non-recoverable taxes and duties payable/paid by the Storage Operator and other reasonable and verifiable costs or expenses incurred by the Storage Operator in respect of the Default Quantity,
- k** is a coefficient equal to 1.05.

The contractual penalty shall be payable within fifteen (15) Working Days from receipt by the Customer of a request for payment from the Storage Operator. Payment of the contractual penalty does not affect any claim for compensation of damage incurred by the Storage Operator, the obligation of the Customer to pay damages incurred by the Storage Operator in the amount exceeding the contractual penalty, any right of the Storage Operator for indemnification or other contractual or statutory rights of the Storage Operator.

## **ARTICLE 5 ENTRY-EXIT (HANDING-OVER AND ACCEPTANCE) POINTS**

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

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

## **ARTICLE 6 NOMINATIONS AND RE-NOMINATIONS**

- 6.1 The Customer shall submit Nominations and/or Re-nominations to the dispatching center of the Storage Facility in the form and manner specified in the Rules of Operation.

## **ARTICLE 7 PRICE**

- 7.1 The Storage Operator and Customer have agreed on Price for the Inverse Storage Capacity with Gas Loan, which shall be calculated using the following formula:

$$F = P \times C$$

where

- F** is the Price for Inverse Storage Capacity with Gas Loan during the Storage Period,
- P** is [FILL IN] EUR/MWh,
- C** is the Working Gas Volume in MWh, as specified in section 3.1 of this Gas Storage Contract.

- 7.2 Daily price for Cross-border utilization of the Storage Facility provided by the Storage Operator to the Customer based on this Gas Storage Contract, shall be calculated in accordance with the Pricelist. For the avoidance of doubt (i) Loan Quantity withdrawal by the Customer at Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria and (ii) Return Quantity handover by the Customer to the Storage Operator constitutes Cross-border utilization of the Storage Facility and the Customer shall pay the daily price for such Cross-border utilization of the Storage Facility in accordance with the Pricelist. Unit prices for other related service and conditions for their application are defined in the Pricelist. Total price for related services shall be calculated according to the calculation method and conditions defined in the Pricelist.

## ARTICLE 8 INVOICING AND INVOICE PAYMENT

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

$$FM = \frac{F}{M} + \Sigma Fs$$

where:

- FM** - is the Price for services provided in given month of the Storage Period, as defined in article 7 of this Gas Storage Contract for calendar month for repeated service provision,
- F** - is the Price of Inverse Storage Capacity with Gas Loan in the Storage Period as defined in section 7.1 of the Gas Storage Contract,
- M** - is the Number of months of Inverse Storage Capacity with Gas Loan provision in the Storage Period,
- ΣFs** - is the Sum of prices for related services provided in given month of the Storage Period applied according to the Pricelist.

- 8.2 VAT due under applicable laws of the Slovak Republic shall be charged to the price for rendered services. Invoice issued by Storage Operator must contain all essentials stipulated by generally binding laws.
- 8.3 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 Storage Operator shall issue one cumulative invoice.
- 8.4 For VAT purposes, provision of the Inverse Storage Capacity 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 mentioned in the section 7.1 of the Gas Storage Contract plus VAT if applicable constitutes for VAT purposes a consideration payable for provision of the services of Inverse Storage Capacity 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**”).
- 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. 1 – Specific VAT treatment in connection to the Inverse Storage Capacity with Gas Loan, attached to this Gas Storage Contract. Respective Annex No. 1 forms an integral and inseparable part of this Gas Storage Contract. For the avoidance of doubt, notwithstanding the arrangements of the Annex No. 1 of this Gas Storage Contract, the Parties explicitly agree that their mutual contractual relationship is the Inverse Storage Capacity with Gas Loan.
- 8.7 Invoices issued by the Storage Operator shall be delivered via email (electronic mail), or registered mail. In case of invoice delivery by electronic mail Storage Operator and Customer shall use contact details stated in the Annex No. 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 Operator, or
  - three (3) days of the day of sending mail to the Customer’s address.

## **ARTICLE 9 RISK OF LOSS OF GAS**

- 9.1 The Storage Operator warrants that it is entitled to dispose of the Loan Quantity and that the Loan 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 Facility Operator's warranties in this section 9.1.

- 9.2 The Customer declares warrants it is entitled to dispose of the Gas designated for storage in the Storage Facility pursuant to the Gas Storage 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 Borrowed 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 to the Storage Operator.

## **ARTICLE 10 FINANCIAL SECURITY**

- 10.1 The Customer shall be obligated to provide the Storage Operator within fourteen (14) days after execution of this Gas Storage Contract with a financial security at least in the amount of [FILL IN] EUR to secure all Customer's payment obligations under this Gas Storage Contract (hereinafter the "**Financial Security**") in the form of:
- (i) a bank guarantee, or
  - (ii) a monetary security.
- 10.2 The Financial Security according to section 10.1(i) shall:
- (i) become valid no later than fourteen (14) days after execution of this Gas Storage Contract and effective as of the first (1st) date of the Storage Period;
  - (ii) remain until at least the end of the second (2<sup>nd</sup>) month following the end of the Storage Period;
  - (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 13;
  - (vii) be issued by a bank 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".

- 10.3 Conditions of the monetary security pursuant to section 10.1(ii) hereof are as follows:
- (i) the monetary security shall serve in its entirety to secure the Customer's payment obligations under the Gas Storage Contract;
  - (ii) the monetary security shall be deemed provided on the day when the full amount thereof is credited with the Storage Operator's bank account;
  - (iii) the Storage Operator shall inform the Customer in writing of the use of the monetary security for the payment of the Customer's unfulfilled obligations in accordance with Article 10;
  - (iv) the monetary security shall not be subject to any form of interest or interest payment;
  - (v) the Storage Operator shall return the monetary security no later than five (5) Working Days after the Customer has fulfilled all of its obligations in the event that the monetary security has not been used for the payment of Customer's obligations.
- 10.4 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 Gas Storage Contract.
- 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 the Financial Security up to the amount specified in section 10.1 or section 10.6 of this Gas Storage Contract, as the case may be. The Financial Security shall be replenished within fifteen (15) days after the Storage Operator has made the request for replenishment of the Financial Security. If the Customer fails to replenish the Financial Security up to the amount pursuant to section 10.1 or section 10.6 of this Gas Storage Contract, as the case may be, the Storage Operator shall have the right to suspend the provision of the storage services.
- 10.6 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 Gas Storage 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 commodity price on the gas market.

10.7 The Storage Operator shall be entitled to require the Customer to prove at any time during the term of this Gas Storage Contract that it has professional, technical, personnel and financial capacity to fulfil the obligations under this Gas Storage 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 Gas Storage 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 Gas Storage Contract.

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 of this Gas Storage Contract pursuant to section 14.1(vi).

## **ARTICLE 11 WARRANTIES AND OBLIGATIONS**

11.1 The Customer warrants to the Storage Operator that:

- (i) it does not have a fixed establishment for VAT purposes in Slovakia;
- (ii) it is registered for VAT;
- (iii) 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 the “**Excise Tax Act**”).

*Provision of section 11.1 shall, in the case of entity with its seat in the Slovak Republic, read as follows:*

*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 Agreement 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.*

*11.2 The Parties hereby declare that they are taxable persons acting in capacity of a taxable person when fulfilling their obligations stipulated by this Framework Gas Storage Contract.*

11.3 The Customer undertakes to the Storage Operator that:

- (i) it shall not form a fixed establishment for VAT purposes in Slovakia during the Storage Period;

*Provision of section 11.3 (i) shall not be applicable for entity with its seat in the Slovak Republic.*

- (ii) it shall remain registered for VAT during the Storage Period;
- (iii) it shall not become an excise tax payer for natural gas registered in Slovakia according to the Excise Tax Act during the Storage Period;

*Provision of section 11.3 (iii) shall, in the case of entity with its seat in the Slovak Republic, read as follows:*

- (iii) it shall remain an excise tax payer for natural gas registered in Slovakia according to the Excise Tax Act during the Storage Period;*
- (iv) it shall not use the Loan Quantity borrowed from the Storage Operator for purpose of its own consumption, security of gas supplies, network balancing or security and reliability of a Storage Facility, but for trading purposes only;
- (v) it shall not depreciate the Loan Quantity borrowed from the Storage Operator for tax purposes during the Storage Period;
- (vi) it shall bear the loss, including the obligation to bear the costs, resulting from or related to the tax administrator 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 warranties or obligations contained in this Gas Storage Contract or carried out on the basis of this Gas Storage Contract.

- 11.4 If the Customer breaches his undertakings set out in section 11.2, it shall be deemed as a breach of material obligation of this Gas Storage Contract pursuant to section 14.1(vi).
- 11.5 The Customer acknowledges that the Storage Operator has entered into this Gas Storage Contract in reliance on these warranties and undertakings.

## **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 or by e-mail using the contact details according to Annex No. 2.

## **ARTICLE 13 APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- 13.1 This Gas Storage Contract shall be governed by Slovak law.
- 13.2 All disputes (including disputes over non-contractual claims) between the Parties under or in connection with the Gas Storage Contract (“**Dispute**”) shall Parties attempt to settle out of court in good faith by amicable agreement.
- 13.3 Disputes that are not settled by an amicable agreement within sixty (60) days from the delivery of the written notice of Dispute to other Party, which shall contain the description of the Dispute and proposal for its resolution, shall be resolved, in case that Parties shall not agree in written form otherwise, by means of arbitration.
- 13.4 The arbitration shall be governed by the Rules of Arbitration of the International Chamber of Commerce/International Chamber of Commerce (“**ICC**”), provided that (i) the place of arbitration shall be Zurich, (ii) the arbitration shall be conducted in the English language before three (3) arbitrators, while the Parties shall nominate one (1) arbitrator each and the two (2) arbitrators nominated in this way shall appoint a third arbitrator, who shall act as chairman of the Court of Arbitration, and (iii) no arbitral award or procedural order rendered in the arbitration shall be made public. The arbitral award resulting from the arbitration shall be final and binding on the parties to the arbitration.
- 13.5 For Disputes between the Storage Operator and the Customer, the emergency arbitrator and expedited procedure provisions of the ICC Rules shall not apply.

**ARTICLE 14**  
**EVENTS OF DEFAULT**

- 14.1 The following shall be deemed Events of Default of the Customer under this Gas Storage 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 Gas Storage Contract; and/or
  - (iii) the Customer fails to timely provide the Financial Security required by the Storage Operator in accordance with the Gas Storage Contract, or fails to timely replenish or increase such Financial Security at the request of the Storage Operator; and/or
  - (iv) the Customer has provided false or misleading information and/or documents to the Storage Operator; and/or
  - (v) the Customer otherwise materially breaches the Gas Storage Contract or any other Contract concluded with the Storage Operator, the Rules of Operation, e.g. by breaching confidentiality of information; and/or
  - (vi) the Customer is in breach of another contract with the Storage Operator or the Rules of Operation in connection with such other contract for which the Storage Operator may terminate such other Contract by way of withdrawal (cross-default).

**ARTICLE 15**  
**TERM AND TERMINATION**

- 15.1 This Gas Storage Contract shall become valid and effective on the day it is signed by the authorized representatives of both Parties.
- 15.2 This Gas Storage Contract is concluded for a definite term from the moment of its signature by both Parties until 6:00 a.m. CET on [FILL IN].
- 15.3 If an Event of Default occurs, the Storage Operator shall be entitled to withdraw from the Gas Storage Contract.
- 15.4 The Storage Operator shall also have the right to withdraw from the Gas Storage Contract if:
- (i) the Customer files a motion for bankruptcy or restructuring of the Customer with the court; or

- (ii) the Customer is bankrupt; or
- (iii) the court declares the Customer bankrupt or approves the restructuring of the Customer, or rejects the bankruptcy on the grounds that the Customer's assets are insufficient; or
- (iv) the general meeting of the Customer decides to dissolve the Customer and to liquidate the Customer; or
- (v) the competent court has made a valid decision to dissolve and/or liquidate the Customer on the court's own initiative or on the basis of a petition by a third-party; or
- (vi) there is a pending proceeding in relation to the Customer's assets enforcement or execution proceedings pursuant to a final and enforceable judgment and/or writ of execution; or
- (vii) the Customer's conduct demonstrably endangers or could substantially endanger the security of the Storage Facility; or
- (viii) the Customer (or a person controlled by or controlling the Customer or its end-user of the benefits or a person, who is its statutory body) has been sanctioned under 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), (v) 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 Gas Storage 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 Gas Storage Contract and the price paid by the Customer to the Storage Operator under the Gas Storage Contract on the date of termination of the Gas Storage Contract, without prejudice to the right of the Storage Operator against the Customer for payment of outstanding liabilities, damages and/or compensation.

- 15.6 If this Gas Storage Contract is terminated, withdrawn or otherwise ends prior to the expiry of the Storage Period for any reason, the Customer shall return the Borrowed Quantity to the Storage Operator by the day on which the Gas Storage Contract ends by ensuring that such quantity of Gas solely owned by the Customer and free of any liens, encumbrances and third-party claims is injected in the Storage Facility (Article 4 applies mutatis mutandis). The Storage Operator, may at its option and sole discretion, request that the Customer fulfils its obligation to return the Borrowed Quantity under previous sentence by paying to the Storage Operator costs required for procuring the relevant quantity of Gas (hereinafter the “**Return Payment**”), which shall be calculated using the following formula:

$$\text{RP} = (\text{RQ} \times \text{P} + \text{TC}) \times \text{k}$$

, where

- RP** is the amount of Return Payment in EUR,  
**RQ** is the quantity of Gas in MWh that the Customer is obligated to return to the Storage Operator pursuant to section 15.6 of this Gas Storage Contract (hereinafter the “**Return Quantity**”),  
**P** is the price in EUR/MWh, at which the Storage Operator acting in a commercially reasonable manner is or would be able to contract to purchase or otherwise acquire from a third party (which may include a network operator) an equivalent quantity of Gas to replace the Return Quantity,  
**TC** is the amount in EUR of any transportation costs, charges, non-recoverable taxes and duties payable/paid by the Storage Operator and other reasonable and verifiable costs or expenses incurred by the Storage Operator in respect of the Return Quantity (shall include i.a. variable cost for Gas injection into the Storage Facility in case of Gas Storage Contract early termination for reasons as stipulated in section 15.4 of this Gas Storage Contract,  
**k** is a coefficient equal to 1.05.

The Return Payment shall be payable within three (3) days from receipt by the Customer of a request for payment from the Storage Operator. Payment of the Return Payment does not affect any claim for compensation of damage incurred by the Storage Operator, the obligation of the Customer to pay damages incurred by the Storage Operator, any right of the Storage Operator for indemnification or other contractual or statutory rights of the Storage Operator.

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

## ARTICLE 16 FINAL PROVISIONS

- 16.1 The Customer accepts and agrees with the Rules of Operation, Technical Terms and Conditions and Pricelist by signing this Gas Storage Contract; these documents shall constitute the commercial and technical terms and conditions under which the Storage 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.
- 16.2 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 this Gas Storage Contract regulates 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. If these diverse stipulations are not within the scope permitted under the Rules of Operation or Technical Terms and Conditions, the regulation of mutual rights and obligations as provided for in the Rules and Operations and Technical Terms and Conditions shall prevail.
- 16.3 Without prejudice to section 16.4, 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.
- 16.4 The Storage Operator shall be entitled to unilaterally amend any provisions of this Gas Storage Contract in case the amendment is required following changes in the applicable regulations, or any acts of regulatory authorities having impact on the Storage Operator.
- 16.5 Regarding the matters not specified by this Gas Storage Contract, the contractual relationship set out by the Gas Storage Contract herein shall be governed by the Act No. 513/1991 Coll., Commercial Code, as amended (hereinafter the “**Commercial Code**”) and relevant legal regulations. The provisions of this Gas Storage Contract pertaining to the loan of the Loaned Quantity 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.
- 16.6 This Gas Storage Contract was made in two (2) originals in the English language, with the Parties receiving one (1) original each.
- 16.7 The Parties agreed that both Parties are authorized to sign this Gas Storage Contract, as well as amendments to this Gas Storage Contract and any actions or announcements related to this Gas Storage Contract, 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 may replace Regulation No. 910/2014 in the future. The same form of signature will be carried out by both Parties.

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

\*\*\*

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

In Malacky on the day of [FILL IN]

**CUSTOMER**

**STORAGE OPERATOR**

[FILL IN]

POZAGAS a.s.

\_\_\_\_\_  
Name: [FILL IN]  
Position: [FILL IN]

\_\_\_\_\_  
Name: [FILL IN]  
Position: [FILL IN]

\_\_\_\_\_  
Name: [FILL IN]  
Position: [FILL IN]

\_\_\_\_\_  
Name: [FILL IN]  
Position: [FILL IN]

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

(hereinafter referred to as the “Annex 1”)

*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 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 1.

*VAT treatment in connection with the Asset Loan*

1. The Parties acknowledge that for the purposes of the Slovak VAT legislation, two 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 Gas Storage Contract.

The first being the supply of goods by the Storage Operator to the Customer represented by the act of allocating the Loan Quantity by the Storage Operator to the Customer at the Beginning of the Storage Period. The second being the reversed supply of goods by the Customer to the Storage Operator, which is represented by the expiry of accessibility of the Loan Quantity for the Customer at the End of the Storage Period.

The Gas in the volume of Loan Quantity is in this Annex 1 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 the supply of goods by the Storage Operator to the Customer occurring upon allocating of the Loan Quantity at the beginning of the Storage Period shall be calculated by multiplying the Unit Price (EUR/MWh) mentioned in this section below and the Loan Quantity (MWh).

Unit Price (EUR/MWh)	Xxx
Loan Quantity (MWh)	[MISSING DATA TO BE INSERTED]
Consideration net of VAT – tax base (EUR)	[MISSING DATA TO BE INSERTED]

The consideration payable by the Customer for the 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 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 the reversed supply of goods by the Customer to the Storage Operator occurring upon expiry of accessibility of the Loan Quantity at the end of the Storage Period shall be equal to the amount of the consideration net of VAT – tax base (EUR) determined in accordance with section 2.1 of this Annex 1. Unit Price (EUR/MWh) in case of respective reversed supply of goods by the Customer to the Storage Operator is equal to the Unit Price (EUR/MWh) in case of supply of goods by the Storage Operator to the Customer as stipulated in Section 2.1 of this Annex 1.

For the avoidance of doubt, consideration net of VAT – tax base (EUR) for the reversed supply of goods by the Customer to the Storage Operator shall be calculated by multiplying the Unit Price (EUR/MWh) mentioned in this Section above and the Loan Quantity (MWh).

The consideration payable by the Storage Operator for the 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 increased by the Slovak VAT at the appropriate VAT rate (to the extent that the VAT legislation requires so).

3. From the legal point of view the title to the natural gas is transferred upon individual withdrawals and injections of natural gas during the Storage Period (section 4.2 of the Gas Storage Contract). However, for purposes of determining the VAT treatment of supply of goods, the transfer of economic ownership (right to dispose of goods as owner) shall be decisive.
4. For the two distinct transfers of economic ownership that are identified for VAT purposes under this Annex 1, the tax points arise as follows:
- 4.1 for the transfer from the Storage Operator to the Customer the tax point shall occur upon the date of the beginning of the Storage Period for the entire volume of the Loan Quantity;
- 4.2 for the transfer from the Customer back to the Storage Operator the tax point shall occur upon the date of the end of the Storage Period for the entire volume of the Loan Quantity.

The beginning of the Storage Period represents decisive event upon which the Customer acquires accessibility to the Loan Quantity and the End of the Storage Period represents decisive event upon which the Customer ceases to have accessibility to the Loan Quantity. Therefore, respective dates mentioned above represent tax point dates (and dates of supplies of goods) for VAT purposes.

5. The Storage Operator shall issue invoice for supply of goods to the Customer and deliver it to the Customer within fourteen (14) calendar days from the tax point date.

The Customer shall issue invoice for reversed supply of goods to the Storage Operator and deliver it to the Storage Operator within fourteen (14) calendar days from the tax point date.

6. The invoices shall, apart from other particulars, contain all particulars that are required for the VAT invoice in accordance with provisions of the Slovak VAT Act or EU VAT Directive.
7. The consideration net of VAT – tax base (EUR) stipulated in Section 2.1 of this Annex 1 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.

The related VAT (if charged by the Storage Operator) 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.

8. The consideration net of VAT – tax base (EUR) stipulated in Section 2.2 of this Annex 1 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.

The related VAT (if charged by the Customer) 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 Customer. Respective payment shall be made by bank transfer.

9. The Parties agree that the receivable of the Storage Operator towards the Customer in the amount of the consideration net of VAT – tax base (EUR) under Section 2.1 of this Annex 1 shall be set off against the receivable of the Customer towards the Storage Operator in the amount of consideration net of VAT – tax base (EUR) under Section 2.2 of this Annex 1 as of their respective due date pursuant to Section 7 and Section 8 of this Annex 1.
10. For the avoidance of doubt, since Annex 1 represents integral and inseparable part of the Gas Storage Contract, if not stipulated otherwise in this Annex 1, all provisions stipulated in the Gas Storage Contract outside Annex 1 shall apply on this Annex 1.

**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 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!*

**Injection and withdrawal curve**

**[FILLIN]**

Provision of Annex No. 4 shall, in the case of entity with its seat in the Slovak Republic, read as follows:

Annex No. 4

Certificate on Slovak registration of the SSO for the payer of Excise tax on natural gas

**COLNÝ ÚRAD BRATISLAVA**  
Miletičova 42, 824 59 Bratislava

26-05-2008

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 prideluje 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

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

*Provision of Annex No. 5 shall, in the case of entity with its seat in the Slovak Republic, read as follows:*

***Annex No. 5***

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

***[FILLIN]***