



Technical Terms and Conditions of Access and Connection to Underground Natural Gas Storage Facility Láb 4 and Rules of Operation Thereof

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Slovenská republika
Organisation Identification Code (IČO): 31 435 688
entered in Commercial Registry of District Court Bratislava III, section Sa, Insert No. 1271/B**

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PART 1 GENERAL PROVISIONS

Article 1 General Provisions

- (1.1) POZAGAS is the owner and operator of POZAGAS Storage Facility.
- (1.2) POZAGAS provides reliable, safe and efficient operation of the POZAGAS Storage Facility with due consideration of development of the storage facility and equally transparent and non-discrimination access of gas market participants to the services provided by POZAGAS in line with the conditions set for in the Rules of Operation
- (1.3) POZAGAS has elaborated this document Technical Terms and Conditions because applicable laws impose such obligation on POZAGAS.
- (1.4) The Technical Terms and Conditions constitute conditions under which POZAGAS enables access to POZAGAS Storage Facility, technical rules of operation of POZAGAS Storage Facility, connection to POZAGAS Storage Facility, grids interconnection with POZAGAS Storage Facility and their interoperability.
- (1.5) Provisions of these Technical Terms and Conditions shall be binding upon POZAGAS and all of the Gas market participants.

Article 2 Definition of Terms

- (2.1) Terms with capital letters used in these Technical Terms and Conditions, application for connection, application for interconnection, Connection Agreement, Interconnection Agreement, in correspondence and during communication with a Customer and a Connected Network Operator, Interconnected Network Operator, Interconnected Facility Operator and with an applicant which were not defined in the Rules of Operation shall have the meaning assigned to them herein below:

1. Dispatching Centre of the Storage Operator –

Ensures the continuous operation of the POZAGAS dispatching service, including responding to Customer's requests for the Gas injection to or withdrawal from the POZAGAS Storage Facility, the transportation of Gas to or from the Connected Storage, and activities related thereof. The Dispatching Centre of the Storage Operator utilises technical and communication means to ensure dispatching services in compliance with the Technical Conditions as well as the Gas Storage Agreements and Interconnection Agreements.

2. Dispatching Centre of the Connected Facility Operator – Ensures the continuous operation of the dispatching service of the Connected Facility Operator. The Dispatching Centre of the

- Connected Facility Operator utilises technical and communication means, primarily to manage the Connected Gas Facility and exchange data as necessary.
3. **Edig@s** - refers to the electronic data exchange solution recommended by the EASEE-gas/Edig@s working group for the exchange of information between partners in the gas sector.
 4. **Measurement Point** – the point, where the measurements of specified Gas parameters (in particular the flow rate, pressure, temperature, composition, dew points) are carried out for purposes of commercial reconciliation between POZAGAS, Customers and/or the relevant Interconnected Facility Operators, which use such measurement point.
 5. **Point of Connection** – the point, where the Interconnected Facility Operator’s equipment is physically connected to the POZAGAS Storage Facility equipment. For avoidance of any doubts, term “Point of Connection” and “Point of Interconnection” used in these Technical Terms and Conditions shall have identical meaning.
 6. **MPa** – a multiple of basic pressure unit, i.e. 1,000,000 Pa. Such designated pressure shall mean overpressure, i.e. absolute pressure reduced by barometric pressure.
 7. **MPa abs.** – a multiple of basic pressure unit, i.e. 1,000,000 Pa. Such designated pressure shall mean absolute pressure, i.e. overpressure increased by barometric pressure.
 8. **Sm³** – the quantity of gas that occupies a volume of one cubic metre at a temperature of 15°C (288.15K), an absolute pressure of 101.325 kPa, and zero relative humidity $\phi=0$.
 9. **Connected Network** – the Transmission Network in the Slovak Republic, the Distribution Network in the Slovak Republic and the WAG Transmission Network in the Republic of Austria, the interface of which with the Storage Facility is the relevant Entry-Exit (Handing-over and Acceptance) Point.
 10. **OBA** – the balancing account (operational balancing account) maintained between POZAGAS and the relevant Interconnected Network Operator, which records imbalances of the quantity of Gas confirmed by the Customer, which is considered to be injected or withdrawn into or from the POZAGAS Storage Facility from the actual measured quantity of Gas.
 11. **Gas Equipment** – a facility intended for gas transmission, distribution, and storage, including equipment necessary for providing ancillary services, equipment necessary for providing access to and operation of the network, including the main gas shut-off valve and direct gas pipeline.
 12. **Interconnected Network** – the Interconnected Storage Facility, MAB System and Distribution Network, with which the POZAGAS Storage Facility is physically interconnected.
 13. **Connected Gas Equipment** – Gas equipment physically connected with POZAGAS Storage Facility.
 14. **Connected Network Operator** – the operator operating the Connected Network.

15. **Interconnected Network Operator** – the operator operating the Interconnected Network.
16. **Interconnected Facility Operator** – the operator operating the Interconnected Gas Facility.
17. **Interconnected Storage Facility Operator** – NAFTA a.s., with its registered office at Votrubova 1, 821 09 Bratislava, Slovak Republic, ID No.: 36 286 192, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sa, Insert No.: 4837/B, authorized to store Gas according to the relevant legislation, which operates an underground natural gas storage facility immediately physically connected to the POZAGAS Storage Facility.
18. **Storage Operator or POZAGAS** – POZAGAS a.s., with its registered office at Malé námestie 1, 901 01 Malacky, Slovak Republic, Company ID: 31 435 688, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sa, Insert No.: 1271/B (or its successor company), which operates the POZAGAS Storage Facility and provides the Services
19. **Rules of Operation** – shall mean the valid document “Rules of Operation of POZAGAS” stipulating general commercial terms and conditions for access to the storage facility UNGSF Láb 4 and its utilization”.
20. **POZAGAS Storage Facility** – the Láb 4 Underground Natural Gas Storage Facility, which is operated by POZAGAS on the basis of a gas storage permit issued under the Act on Energy as well as on the basis of a permit for special intervention into the Earth’s surface under the Act on Mining Activities and other permits issued under the relevant legislation.
21. **Interconnection Agreement** – an agreement concluded between POZAGAS and the Operator of the interconnected facility to which the POZAGAS Storage Facility is physically connected. The Interconnection Agreement is concluded after the Gas Equipment has been connected to the POZAGAS Storage Facility.
22. **Connection Agreement** – an agreement concluded between POZAGAS, and the Interconnected Facility Operator based on a request for connection to the POZAGAS Storage Facility.

PART 2

TECHNICAL TERMS OF ACCESS TO STORAGE

Article 3

Gas Quality Parameters, Gas Pressure and Measurement

- (3.1) The qualitative parameters, pressure levels, and rules for Gas measurement at the entry to or exit from the POZAGAS Storage Facility at the respective Interconnection Points accepted by the Interconnected Facility Operator, are subject to the relevant Interconnection

Agreement. The qualitative gas parameters agreed upon in the relevant Interconnection Agreement must comply with the qualitative gas parameters specified in Annex 1 of the Technical Conditions.

- (3.2) Measurement of Gas volume including measurements of Gas temperature, measurement of Gas quality, measurement of the dew point of water in Gas and the dew point of hydrocarbons in Gas and Gas pressure shall meet metrological regulations applicable in the Slovak Republic. Meters shall be subject to examination and certification by the state metrology service, namely the Slovak Institute of Metrology (SMÚ). Measurement method of Gas volume and quality and checks of measurement facilities is defined in relevant Interconnection Agreement.
- (3.3) POZAGAS shall accept for storage Gas from the Interconnected Gas Facility, provided that its qualitative parameters, as determined at the Measuring Points, comply with the values agreed in the Interconnection Agreement. The Interconnected Facility Operator that has transmitted the Gas to the POZAGAS Storage Facility, shall be responsible for ensuring the Gas quality.
- (3.4) POZAGAS has the right to refuse Gas entering the POZAGAS Storage Facility from the Interconnected Gas Facility if the Gas does not meet the qualitative parameters or pressure levels agreed in the Interconnection Agreement. In such a case, the rules for the interruption or limitation of Gas storage, as set out in the Rules of Operation, shall apply accordingly.
- (3.5) If POZAGAS decides to accept Gas whose qualitative parameters do not comply with the provisions of Article (3.3), it shall proceed in accordance with the conditions agreed in the Interconnection Agreement.
- (3.6) POZAGAS shall deliver to the Interconnected Gas Facility Gas whose qualitative parameters, as determined at the Measuring Points, comply with the values agreed in the Interconnection Agreement.
- (3.7) If the Interconnected Facility Operator decides to accept Gas from the POZAGAS Storage Facility whose qualitative parameters do not comply with Article (3.6), it shall proceed in accordance with the conditions agreed in the Interconnection Agreement.
- (3.8) POZAGAS shall be responsible for the qualitative parameters of the Gas until the moment of its physical transfer from the POZAGAS Storage Facility to the Interconnected Gas Facility.

Article 4

Technical and Communication Criteria

- (4.1) Interconnected Facility Operator shall provide for the following functional means of technical and communication nature in continuous operation, intended for communication with the Dispatching of Storage Operator, related in particular to management of a Gas physical flow:

- a) access to the Internet with an active and secure email box (preferred system of written communication),
 - b) devices intended for telephone connection by having minimum of two (2) independent lines, where one shall be the main line, the other ones the reserve ones.
- (4.2) Communication between the Storage Facility Operator's Dispatching Centre and the Interconnected Facility Operator's Dispatching Centre is primarily conducted via email or the Edig@s communication protocol. In the event of an internet connection failure, the Storage Facility Operator's Dispatching Centre and the Interconnected Facility Operator's Dispatching Centre shall use telephone communication, and as soon as the internet connection is recovered, the telephone message shall be confirmed in writing via email or the Edig@s communication protocol.
- (4.3) POZAGAS reserves the right to change technical-communication means if technical development requires so. However, reasonable data transfer security must be ensured.

Article 5 **Technical and Operational Limitations of POZAGAS Storage Facility**

- (5.1) The minimum operating pressures, maximum operating pressures, and Gas quantities for individual facilities are determined by POZAGAS based on the relevant technical capabilities specified by the authorised equipment manufacturer, the applicable regulations and standards in the Slovak Republic, and the geological and operational capacities of the POZAGAS Storage Facility.
- (5.2) Pressure of Gas coming from connected networks at the Points of Connection shall not exceed the lower of the values of maximum operating pressure of interconnected networks' equipment specified in the relevant Interconnection Agreement.
- (5.3) At the relevant points of the POZAGAS Storage Facility, minimum pressure values are set to ensure the functionality of the equipment. The technical minimum of the POZAGAS Storage Facility equipment at the respective Connection Points is defined based on the minimum pressure values at the relevant points of the POZAGAS Storage Facility.
- (5.4) Further limiting conditions, if any, shall be agreed between contractual partners in the Interconnection Agreement.
- (5.5) Technical and operational limitations for the POZAGAS Storage Facility include gas storage restrictions or interruptions due to planned reconstructions, modernisations, repairs, and maintenance, as well as restrictions or interruptions caused by a crisis situation or activities carried out to prevent a crisis situation, or resulting from an accident or malfunction of Gas Facilities or the elimination of consequences thereof.

PART 3
TECHNICAL CONDITIONS FOR THE TECHNICAL COORDINATION
OF THE STORAGE FACILITY AND NETWORKS

Article 6
Existing connections and connection points

- (6.1) The POZAGAS Storage Facility is connected to:
- a) The storage facility of the Interconnected Storage Operator – connected at Connection Points geographically located in the cadastral area of the municipality of Plavecký Štvrtok.
 - b) The distribution network of the Slovak Republic – connected at a Connection Point geographically located in the cadastral area of the municipality of Malacky.
 - c) The MAB system – connected at a Connection Point geographically located in the cadastral area of the municipality of Vysoká pri Morave.

Article 7
Technical Conditions of Interoperability of Storage Facility and Networks
at Points of Interconnection and Connection

- (7.1) Pre-condition for interoperability of interconnected networks and their equipment is co-operation while following the set rules for handling the equipment at Points of Connection of interconnected networks.
- (7.2) Any handling operations and interventions at interconnected equipment shall be performed in each and every case by the respective Interconnected Network Operator.
- (7.3) Co-ordination of any steps related to servicing and/or handling of equipment, affecting operation of interconnected networks, shall be provided for by and between the Storage Operator Dispatching Centre and Dispatching Centre of Interconnected equipment Operator following the procedures laid down in the Interconnection Agreement.
- (7.4) To provide for communication with POZAGAS, the Interconnected Network Operator shall maintain an uninterrupted dispatching service and shall have available appropriate technical communication means defined in the point 4.1.
- (7.5) Any reconstruction works carried out by the respective Interconnected Network Operator on Gas Equipment at any Point of Interconnection of networks to the POZAGAS Storage Facility, shall be carried out in adherence with any applicable regulations currently in effect in the Slovak Republic (in particular the Energy Sector Law) and their technical conditions, while following these Technical Terms and Conditions. The scope of relevant documents required for reconstruction, the dates of submission for approval to the other party and the procedures to be followed in carrying out the reconstruction works shall be stipulated in Interconnection Agreement.

PART 4

TECHNICAL TERMS FOR GAS STORAGE INTERRUPTION

Article 8

Procedural principles of planning and implementation of gas equipment reconstruction and repair

- (8.1) During planned repairs and reconstructions of the POZAGAS Storage Facility equipment POZAGAS shall proceed in a fashion, where the works, which would have, as a consequence, limitation or interruption of storage, if possible, at the time of scheduled Shutdowns.
- (8.2) If POZAGAS plans to perform reconstruction or repair at a Point of Connection, it shall send to the Interconnected Network Operator concerned an appropriate part of documents describing project design and technological procedure, based on which the reconstruction or repair is to be carried out not later than thirty (30) calendar days prior to planned commencement of works.
- (8.3) POZAGAS shall include in project collection documents or in technological procedure of reconstruction or repairs the measures aimed at elimination or reduction of risk, if requested to do so by the Interconnected Network Operator concerned.
- (8.4) POZAGAS shall allow the Interconnected Network Operator concerned to perform technical supervision at this Interconnected Network Operator's own cost, at the Point of Connection during preparation and implementation of reconstruction or repairs, if the Interconnected Network Operator concerned assesses the works as posing risk for its equipment and if asks to have the possibility of performing technical supervision.
- (8.5) If the reconstruction or repair at the Point of Connection cannot be implemented according to the documents describing project design or technological procedure, and if it is not possible to interrupt the reconstruction or repair until these documents are modified, POZAGAS shall propose to the Interconnected Network Operator concerned an alternative procedure, which shall not be refused by technical supervision staff of the Interconnected Network Operator concerned or by its authorized representative, without any reasons.
- (8.6) POZAGAS shall notify the Interconnected Network Operators concerned of the commencement and completion of reconstruction works or repairs at the Point of Connection.
- (8.7) If reconstruction works, repairs or maintenance works (e.g. gas pipeline cleaning, internal pipeline inspection), which may affect the continuity of Gas injection and/or withdrawal into the Storage Facility, must be performed on the Storage Facility equipment in the period off the Shutdowns, POZAGAS must notify the Customers concerned of such works and exert maximum efforts to minimize such influence.

Article 9
**Procedural principles during accidents, breakdowns,
and elimination of consequences thereof**

- (9.1) While identifying and eliminating any breakdowns, POZAGAS shall proceed in accordance with internal bylaws and the applicable legislation in effect in the Slovak Republic. Elimination of breakdowns shall be implemented, as a matter of priority, in a way not limiting and/or interrupting the services provided to customers.
- (9.2) In case the elimination of a breakdown would require limitation or interruption of storage, POZAGAS shall proceed pursuant to these Technical Terms and Conditions and the Rules of Operation.
- (9.3) During accidents and elimination of consequences thereof POZAGAS shall proceed in line with its emergency plans and other applicable legal regulations in effect in the Slovak Republic. If the situation requires limitation or interruption of storage, POZAGAS shall proceed pursuant to these Technical Terms and Conditions and the Rules of Operation.
- (9.4) If the emergency situation might endanger any of the Points of Connection, POZAGAS shall separate forthwith the POZAGAS Storage Facility equipment from the equipment of the Interconnected Network Operators concerned.
- (9.5) If any handling is necessary with equipment at the Points of Connection, the Storage Facility Dispatching Centre shall invite the Dispatching Centre of Interconnected Facility Operator to provide the necessary assistance.
- (9.6) If such assistance cannot be provided and if the situation requires, POZAGAS shall be entitled to close its shutdown valves and to report this fact to the Interconnected Network Operator concerned.
- (9.7) In case any breakdown or emergency occurs on equipment of the Interconnected Network Operator, POZAGAS shall provide the necessary assistance, in the range of its possibilities, to the operator concerned. After such an event is reported, the Storage Facility Dispatching Centre shall provide for implementation of the steps necessary, as a matter of rule for separation of a part of equipment of the Interconnected Network Operator concerned from the POZAGAS Storage Facility equipment, re-routing of Gas flows, adjustment of the flow rate or pressure, provided the POZAGAS Storage Facility equipment allows to do so.
- (9.8) If the operator concerned has closed its shut down valves at the Point of Connection or Interconnection without assistance of POZAGAS, such operator shall notify the Storage Facility Dispatching Centre of this fact.

Article 10
Gas Storage interruption or limitation due to technical reasons

- (10.1) If, for technical reasons on the part of the Operators of interconnected networks, the operation of these facilities is restricted or interrupted at the Entry-Exit (handover-takeover) Points, POZAGAS shall have the right to interrupt or limit gas storage to the necessary extent.
- (10.2) If conditions for the mutual operability of facilities at the Entry-Exit (handover-takeover) Points are not met, POZAGAS has the right to interrupt or limit injection or withdrawal at the given point to the necessary extent.

PART 5
TECHNICAL TERMS FOR STORAGE CONTROL

Article 11
Duties of Dispatching Control

- (11.1) The Storage Facility Dispatching Centre shall fulfil, in particular, the following duties:
- a) provision for continuous supervision of the POZAGAS Storage Facility operation,
 - b) management of Gas flows, including proposing an alternative program of fulfilment of Customers' requirements, in case of need,
 - c) reception of Nominations and Renominations,
 - d) check of compliance of Nominations and Renominations with provisions of Gas Storage Contracts, the Rules of Operation, Technical Terms and Conditions and Interconnection Agreement,
 - e) communication with the Dispatching Centre of Interconnected Facility Operator and with Customers, for the purpose of safe operation of interconnected and connected network and fulfilment of requirements from Customers,
 - f) operational management of any situations, including non-standard situations within the POZAGAS Storage Facility, either directly or through a contractual partner, each time in co-operation with Dispatching Centres of Interconnected Networks (e.g. gas pipeline cleaning, internal gas pipeline inspection),
 - g) reports on breakdowns of the Storage Facility equipment,
 - h) alerting operational personnel at the workplaces of POZAGAS on the announced regulation levels of Gas or electric power consumption,

- i) duties following from internal safety regulations and guidelines of POZAGAS,
 - j) calling up for help and employees concerned, as stated in emergency plan of POZAGAS.
- (11.2) The purpose of the POZAGAS Storage Facility management is to provide for distribution of Gas flows taking into consideration geological and reservoir characteristics of the POZAGAS Storage Facility in such a way that Gas is stored in required gas volume at given time up to the sum of all required Working Gas Volumes, allocated by POZAGAS to individual Customers according to the Rules of Operation and the Gas Storage Contracts.
- (11.3) Dispatching control of the POZAGAS Storage Facility shall be implemented by communication between the Storage Operator Dispatching Centre and dispatching centre of provider of servicing activities at the POZAGAS Storage Facility as well as by dispatching centres of individual gas centres of the Storage Facility. Dispatching centre of a gas centre shall manage operation of the POZAGAS Storage Facility using a control system in automated or manual mode.
- (11.4) The Storage Operator Dispatching Centre shall manage Gas flows in accordance with internal guidelines in a manner, facilitating recovery after accidents and minimizing the limitation of storage services.
- (11.5) If necessary, the Storage Operator Dispatching Centre shall call for co-operation from the Interconnected Network Operator.
- (11.6) Only those units of equipment shall be left in operational state which could be shut down in any manner in case of threat of emergency situation on the unit of equipment concerned.
- (11.7) If the state of emergency in the gas sector is declared by relevant state authority, POZAGAS shall proceed in line with the instructions given by the Slovak gas dispatching and in line with valid and effective regulation in Slovak republic during the state of emergency was declared and lasts.
- (11.8) During recovery efforts during an emergency situation on equipment of connected network, which is directly related to operation of the POZAGAS Storage Facility, the Storage Operator Dispatching Centre shall follow the instructions issued by the Dispatching Centre of Interconnected Facility Operator and manage the POZAGAS Storage Facility in a manner preventing any risk to operation safety of both the POZAGAS Storage Facility equipment and the equipment of interconnected network.

Article 12

Principles of Co-operation between POZAGAS and Interconnected Network Operators

- (12.1) POZAGAS and the Interconnected Network Operators shall co-operate, in particular within the following range:
- a) sharing information on Nominations and Renominations and the scope of approval thereof,

- b) sharing information for operation purposes in Interconnected networks,
- c) physical management of flows and utilization of OBA,
- d) co-ordination of reconstruction works, repairs and maintenance at the Points of Connection,
- e) management of Interconnected networks during emergency situations and accidents, aimed at minimization of the threat to safety of operation and to persons,
- f) communication in cases of limitation or interruption of contractually agreed services.

(12.2) Cooperation principles and mutual rights and obligations of POZAGAS and relevant Interconnected Network Operator are included in the Interconnection Agreement.

PART 6

TECHNICAL CONDITIONS OF CONNECTION AND DISCONNECTION TO/FROM STORAGE FACILITY

Article 13

Connection of Gas equipment to POZAGAS Storage Facility

- (13.1) Connection to the POZAGAS Storage Facility is possible only provided the applicant for connection submits an application for connection, fulfils the Technical Terms and Conditions, and enters with POZAGAS into a Connection agreement.
- (13.2) An application for connection of the Gas equipment to the POZAGAS Storage Facility shall include, in particular, the following:
- a) applicant's identification details (name and surname/business name, address/registered office, organization identification code, tax identification code, contact persons, phone, e-mail),
 - b) definition of the Gas equipment, which is to be connected to the POZAGAS Storage Facility based on given application, out of the following types:
 - ba) transportation network,
 - bb) distribution network,
 - bc) storage facility,
 - bd) withdrawal network,
 - be) direct gas pipeline,
 - bf) other Gas equipment.
 - c) the purpose, for which connected Gas equipment shall be used,
 - d) technical data of the connected Gas equipment, in particular the required values of Gas flow rate, expressed in v Sm³ per time unit, which shall be transported through the connected gas equipment to and from the POZAGAS Storage Facility,
 - e) date of implementation of connection of the Gas equipment,

- f) commencement date of use of connected Gas equipment,
- g) termination date of use of connected Gas equipment,
- h) maximum operating pressure PN of connected Gas equipment,
- i) proposal on measurement method of parameters of Gas, which will be flowing from the connected Gas equipment into the POZAGAS Storage Facility, and/or in the opposite direction, namely the following:
 - ia) parameters to be measured using Measurement Points of Storage operator or
 - ib) parameters to be measured on the connected Gas equipment, stating the Measurement Points and description of technical specifications of measuring equipment.

(13.3) The applicant for connection shall enclose to the application for connection the following documents:

- a) a certified copy of a trade certificate or an excerpt from commercial registry not older than thirty calendar days. Any legal person with registered office outside the territory of the Slovak Republic shall enclose a document equivalent to a trade certificate or to an excerpt from commercial registry, stating the persons authorized to act on behalf of the applicant for connection,
- b) in the case where the applicant acts through a third party, original powers of attorney for each person, authorized by the applicant for connection to maintain communication with POZAGAS, stating his/her name, surname, position, e-mail address, facsimile number and phone line numbers to be used for communication with the given person,
- c) a proof showing that:
 - ca) the applicant for connection is not being wound up,
 - cb) the applicant for connection is not declared bankrupt,
 - cc) no bankruptcy and/or composition proceedings were initiated against the property of the applicant for connection,
 - cd) a proposal for bankruptcy proceedings against the property of the applicant for connection was not dismissed due to lack of property,
 - ce) the applicant for connection has no tax arrears registered.
- d) a layout in cadastral map, showing in colour the location of the required Point of Connection, including marked borders of the relevant land plot of public area.

(13.4) The applicant for connection shall specify required data for each Point of Connection separately.

(13.5) The application for connection shall be delivered in written form, however not in electronic format.

- (13.6) POZAGAS shall be entitled to require from the applicant for connection supplementary or additional information or documents, for the purpose of due and reliable assessment of the application for connection.
- (13.7) The application for connection and all the documents enclosed to it shall be in Slovak language or English language.
- (13.8) The application for connection represents a binding offer of the applicant for connection to enter into the Connection Agreement.
- (13.9) The application for connection, which shall be submitted by the applicant for connection to POZAGAS and all the documents submitted shall be duly and legibly completed and signed by authorized representatives of the applicant for connection.
- (13.10) The Storage Facility Operator shall assess applications for connection in the order in which they are received. When assessing applications submitted within the same calendar week, the Storage Facility Operator shall prioritise connection applications according to the following criteria:
- a) Applications in which the applicant states that the purpose of access to the POZAGAS Storage Facility is to maintain or enhance the operational safety or balance the connected Gas equipment and provides supporting documentation.
 - b) Applications in which the applicant states that the purpose of access to the POZAGAS Storage Facility is to ensure the security of gas supply for protected customers and provides supporting documentation.
 - c) Applications in which the applicant states that the purpose of access to the POZAGAS Storage Facility is to ensure the security of gas supply for customers other than protected customers and provides supporting documentation.
 - d) All other applications.
- (13.11) In case the application for connection does not include all the required requisites and if information provided in the application for connection is incomplete in view of due appraisal of the application, POZAGAS shall invite the applicant to complement those. The application for connection will not be taken into consideration by POZAGAS until the necessary data and/or missing documents are provided. If the applicant fails to complement the application within an appropriate period specified by POZAGAS, POZAGAS shall reject this application.
- (13.12) POZAGAS shall be entitled to reject the application for connection if the latter fails to meet all the requisites pursuant to these Technical Terms and Conditions. Rejected applications for connection shall not be assessed further by POZAGAS.
- (13.13) Storage Operator will assess the submitted connection application and will send to the Applicant the response to the Application within 90 (ninety) calendar days of the receipt where one connection is concerned, and within 120 (one hundred and twenty) calendar days

of the receipt, if the Applicant has filed simultaneously a number of Application for Connections or the Application contains more than one suggested Connection Point.

- (13.14) If the Storage Operator rejects the application for connection of a Gas equipment, the reasons for rejecting will be included in the response.
- (13.15) Storage Operator is entitled to refuse the Application for Connection in particular if:
- a) the application for connection does not comply with these Technical Conditions,
 - b) Storage Operator finds that the information and documents submitted by the Applicant for Connection are not true or are not true or if they are not supplemented or corrected within the period specified in point 15.11,
 - c) free capacity of the Storage Facility to which the Applicant's facility is to be connected in the requested location is lower than the capacity requested in the Application for Connection,
 - d) in the Application for Connection, the Applicant asked for the use of Storage Operator's Measuring Points and the Storage Operator has no Measuring Points built in the requested location, or there is insufficient free capacity to measure the parameters in accordance with the details of the Application for Connection,
 - e) the meeting of the requirements specified in the Application for Connection would not provide for economical use of the POZAGAS Storage Facility or would limit the POZAGAS Storage Facility's operability or safety.
- (13.16) In an affirmative response, the Storage Operator will detail the main conditions of connection to the Storage Facility, in particular:
- a) the allocation of the Connection Point(s),
 - b) the allocation of the Measuring Point(s),
 - c) the pressure level of the POZAGAS Storage Facility at the Connection Point(s),
 - d) determine quality parameters of gas that will flow between the POZAGAS Storage Facility and the connected Gas equipment.
- (13.17) The Point of Connection of the Gas equipment shall be specified by POZAGAS based on technical data included in an application for connection, in particular the maximum operating pressure, maximum injection flow rate, and maximum withdrawal flow rate, the purpose of the connected gas equipment, in a manner, which would allow POZAGAS to provide for safe operation and safe processes of Gas injection and withdrawal for all the Customers.
- (13.18) The Measurement Point shall be specified in the Connection Agreement in a manner, guaranteeing that the quantity of Gas and required measurement parameters of Gas are representative and unambiguous for purposes of compliance with commercial terms and

conditions, and customary, to rule out any possibility of carrying out double measurements of the same quantity, or of its part only.

- (13.19) Storage Operator will attach to the affirmative response to the Application for Connection the draft Connection Agreement to be entered into with the Applicant. The draft Connection Agreement contains, without limitation, the connection rate, determined while taking into consideration the costs to arise to the SSO in relation to connecting the Applicant's facility, and detailed conditions concerning connection to the Storage Facility, and is valid for a period of 60 (sixty) calendar days from the delivery to the Applicant.
- (13.20) Draft Connection Agreement will also contain provisions committing the Applicant for Connection:
- a) to build the connecting facility in accordance with the project documentation provided by the Applicant and approved by the SSO before starting connection to the POZAGAS Storage Facility,
 - b) to submit to Storage Operator together with the project documentation also records documenting the Applicant's legal relationship to the property on which the connection to the Storage Facility is to be made (title deed or other record authorising the Applicant to use the respective property for own purposes),
 - c) to allow Storage Operator's representatives to supervise the connecting process to the POZAGAS Storage Facility,
 - d) to consider all valid objections raised by the SSO during the process of connection to the POZAGAS Storage Facility
 - e) to request Storage Operator's consent with each change to the project documentation or connecting facility before making such change.
- (13.21) If requested by the Storage Facility Operator, upon signing the Connection Agreement, the applicant shall establish a pre-emptive right in favour of the Storage Facility Operator for the Gas equipment that the applicant will connect to the POZAGAS Storage Facility. The extent of the pre-emptive right will be specified in the Connection Agreement.
- (13.22) The connected gas facility shall be connected to the POZAGAS Storage Facility's equipment in accordance with the Connection Agreement and the design documents elaborated by an authorised organisation and approved by the applicant and POZAGAS. The design documents shall be provided by the applicant at their own expense.
- (13.23) The period during which the applicant is required to carry out work at their own expense shall be determined by POZAGAS in such a way that it does not limit the fulfilment of or cause disruption to existing obligations of POZAGAS. The details regarding the deadlines and implementation methods shall be specified in the Connection Agreement. POZAGAS has the right to be reimbursed for any external costs incurred by POZAGAS in connection with connecting the applicant's Gas Equipment, and the reimbursement of such costs by the applicant shall be addressed in the relevant Connection Agreement.

- (13.24) Production, installation, and operation conditions of the Connected Gas Equipment shall comply with relevant standards and regulations.
- (13.25) The applicant shall be obliged to secure all necessary permits for the construction and operation at the Connection Point in cooperation with POZAGAS.
- (13.26) After completing the connection to the POZAGAS Storage Facility and meeting all conditions of the Connection Agreement, the commissioning of the connected Gas Equipment must be carried out by interconnection of the constructed Gas Equipment and the POZAGAS Storage Facility.
- (13.27) If, due to the failure to conclude the Connection Agreement and/or failure to comply with the conditions specified therein for reasons on the part of the applicant, the Storage Facility Operator incurs damage, compensation for the damage shall be provided in accordance with the relevant legal regulations applicable and in force in the territory of the Slovak Republic.

Article 14 **Interconnection of Gas equipment with POZAGAS Storage Facility**

- (14.1) Gas Equipment connected to the POZAGAS Storage Facility can be interconnected with the POZAGAS Storage Facility based on an application for Interconnection and the subsequent conclusion of an Interconnection Agreement. With the Interconnection Agreement, the interconnection of the POZAGAS Storage Facility with the connected Gas equipment will be commissioned.
- (14.2) An application for Interconnection may be submitted by the operator of Gas Equipment that is physically connected to the POZAGAS Storage Facility and has obtained all necessary permits required by relevant regulations.
- (14.3) The application for Interconnection shall include:
- a) The applicant's identification details (name and surname/company name, address/registered office, company ID, tax ID, contact persons, phone number, email) and correspondence address.
 - b) Information on the intended purpose of the Gas Equipment to be connected to the POZAGAS Storage Facility (if the purpose has changed compared to what was stated in the relevant Connection Agreement).
 - c) basic information about technical characteristics of the connecting gas equipment mainly:
 - ca) required Gas flowrate expressed in $v \text{ Sm}^3$ per day, which will be transported via connected Gas equipment from/to POZAGAS Storage Facility,
 - cb) maximum pressure that the applicant's facility must withstand after interconnection with the POZAGAS Storage Facility, i.e. information about the pressure level of Applicant's facilities
 - cc) minimum and maximum temperature permissible for the interconnecting facility,

- cd) minimum and maximum operating pressure,
- ce) minimum and maximum operating temperature,
- cf) basic parameters of measuring devices, where the Applicant for Interconnection will operate the Measuring Point.
- d) basic information about the extent and time of using the facility to be interconnected with the POZAGAS Storage Facility:
 - da) envisaged date of the beginning and end of operation of the interconnected Gas equipment,
 - db) envisaged dates (or periods) of the use of interconnecting Gas equipment,
 - dc) duration of interconnection of the Gas equipment with the POZAGAS Storage Facility.

(14.4) The Applicant for Interconnection will attach to the Application for Interconnection:

- a) The original or a certified copy of the trade licence or an extract from the commercial register not older than thirty (30) calendar days. If the legal entity has its registered office outside the territory of the Slovak Republic, it must attach an equivalent document to the trade licence or extract from the commercial register, indicating the persons authorised to act on behalf of the interconnection applicant.
- b) In the event that the applicant acts through a third party, the original power of attorney for each person authorised by the interconnection applicant to communicate with POZAGAS, indicating the person's name, surname, position, email address, fax number, and telephone contact details for communication with the designated person.
- c) record proving applicant's ownership or other legal relationship to the Gas equipment to be interconnected with the POZAGAS Storage Facility,
- d) originals or certified copies of all authorisations authorising the Applicant or other authorised person to operate the interconnected facility, which are required under legal regulations valid and effective in the SR,
- e) a proof showing that:
 - ea) the applicant for connection is not being wound up,
 - eb) the applicant for connection is not declared bankrupt,
 - ec) no bankruptcy and/or composition proceedings were initiated against the property of the applicant for connection,
 - ed) a proposal for bankruptcy proceedings against the property of the applicant for connection was not dismissed due to lack of property,
 - ee) the applicant for connection has no tax arrears registered.

(14.5) The application for Interconnection shall be submitted in written form, but not electronically.

(14.6) Application for Interconnection and all attached documents must be written in Slovak, Czech or English.

(14.7) Application for Interconnection represents Applicant's binding proposal to enter into the Interconnected Agreement.

- (14.8) The application for interconnection submitted by the applicant and all accompanying documents shall be duly completed in a legible manner and signed by the authorised representatives of the applicant.
- (14.9) For the purposes of due consideration of the application for Interconnection (of commercial or technical aspects), the Storage Operator is entitled to request supplementary or additional information and documents. The applicant is obliged to deliver such information or documents within the deadline specified by Storage Operator.
- (14.10) The Storage Operator shall respond to the application for interconnection to the applicant within thirty (30) calendar days from the receipt of all information and documents necessary for the proper assessment of the application. In justified cases, the Storage Operator has the right to extend this period, in which case the applicant shall be informed without delay.
- (14.11) In the negative response to the application for interconnection, in addition to expressing disapproval, the Storage Operator will also explain the reasons for refusing the application for interconnection.
- (14.12) The Storage Operator is entitled to refuse the Application for Interconnection in particular if:
- a) the application for interconnection does not comply with these Technical Conditions,
 - b) Storage Operator finds that the information and documents submitted by the Applicant for Interconnection are untrue or incomplete,
 - c) the submitted documents are not legible or correctly completed and the applicant for interconnection has not removed or corrected these deficiencies even within the additional period,
 - d) the Gas equipment to the interconnected with the Storage Facility was not built in accordance with the Connection Agreement,
 - e) the conditions for the interconnection of the facility disconnected from the Storage Facility before filing the Application for Interconnection have not been met,
 - f) the meeting of the requirements specified in the Application for Interconnection would not ensure economical use of the Storage Facility or would limit the operability or safety of the Storage Facility.
- (14.13) If the Storage Operator sends an affirmative response to the Applicant for Interconnection, the Applicant and the Storage Operator will start discussions of the Interconnected Facility Operation Agreement.
- (14.14) The Interconnected Facility Operation Agreement will contain in particular:

- a) Description of Point of Interconnection between POZAGAS Storage Facility and relevant Interconnected Network.
- b) Data on operational parameters at the Points of Interconnection mainly:
 - ba) minimal required pressure at entry points to the POZAGAS Storage Facility,
 - bb) maximal provided pressure at exit points from the POZAGAS Storage Facility,
 - bc) maximal operational pressure,
 - bd) minimal and maximal accepted temperature,
 - be) minimal and/or maximal Gas flow for each Point of Interconnection,
 - bf) method of protection of POZAGAS and Interconnected Network Operator equipment at the Point of Interconnection, if the scope of operational parameters does not comply.
- c) Principles of equipment operability at Points of Interconnection mainly:
 - ca) monitoring of equipment including technical measures dedicated to the monitoring and information exchange on equipment status between two parties,
 - cb) rules for manipulation with the equipment,
 - cc) rules, time and process of technical status of equipment checks,
 - cd) rules for planning and realization of reconstruction of equipment,
 - ce) rules for provision of service of gas quality and pressure adjustment, if technically feasible.
- d) Rules for Gas quality and volume measurement mainly:
 - da) description of equipment used for Gas volume and quality parameters measurement,
 - db) requirements on measurement equipment for measurement of Gas volume and quality parameters,
 - dc) identification of measured values and intervals of their measurement,
 - dd) setting of accepted Gas quality parameters,
 - de) method of evaluation of measured data,
 - df) scope and method of information exchange of measured data and their evaluation between parties,
 - dg) rules for operation and measurement equipment checks,
 - dh) procedure in case of breakdown or damage of measurement equipment,
 - di) method of Gas volumes settlement, which measured volume and qualitative parameters are out of agreed limits.
- e) Principles of cooperation between POZAGAS and Interconnected Network Operator, mainly:
 - ea) communication rules,
 - eb) mutual exchange of information about Nominations/Renominations of Customers, their confirmation, rejection or adjustment of volumes,
 - ec) rules for flow management and Gas allocation,
 - ed) rules for settlement of differences between allocated and measured Gas volumes,
 - ee) rules for equipment balancing,
 - ef) rules for limitation of services provided at the Point of Interconnection.

(14.15) Where requested by the Storage Operator, upon signing the Interconnected Facility Operation Agreement, the Applicant will establish the pre-emptive right to the Applicant's facility to be interconnected with the Storage Facility in favour of the Storage Operator. The scope of the pre-emptive right of purchase shall be established in the Interconnected Agreement

- (14.16) No later than on the Interconnected Facility Operation Agreement signing date, the Applicant for Interconnection must have available in line with Article 4 of Technical Terms and Conditions the equipment facilitating continuous communication with the Storage Operator.
- (14.17) If the Storage Operator and the applicant fail to conclude the Interconnection Agreement within three months from the receipt of the Storage Operator's approval as per Article 14.10, the Storage Operator has the right to reject the application for interconnection, disregard it in further proceedings, and demand the disconnection of the applicant's equipment from the POZAGAS Storage Facility.
- (14.18) If, as a result of failure to conclude the Interconnected Facility Operation Agreement for reasons attributable to the Applicant the Storage Operator incurred damage, the indemnification will be handled under the provisions of the applicable legal regulations valid and effective in the SR

Article 15 **Reasons for disconnection from POZAGAS Storage Facility**

- (15.1) POZAGAS shall be entitled to disconnect the connected Gas equipment from the POZAGAS Storage Facility based on preceding announcement in particular for the following reasons:
- a) service life of the connected Gas equipment or the POZAGAS Storage Facility equipment, specified in project design documents or an appraisal elaborated by an authorized organization, which has established the service life, has expired,
 - b) the Interconnection Network Operator has not been or is not observing these Technical Terms and Conditions and/or safety of operation of the Gas equipment operated by them,
 - c) technical condition or operation of the Gas equipment connected to the POZAGAS Storage Facility reduces safety level of the POZAGAS Storage Facility operation or its technical, operating or economic development,
 - d) the Interconnection agreement was not entered into within two (2) years from completion of the connection to the POZAGAS Storage Facility, pursuant to these Technical Terms and Conditions,
 - e) the Interconnection Network Operator has not fulfilled conditions of the Connection Agreement or Interconnection Agreement.
- (15.2) The Interconnected Network Operator shall be entitled to disconnect its Gas equipment from the POZAGAS Storage Facility only subject to prior consent from POZAGAS, under the following conditions:
- a) availability and safety of the POZAGAS Storage Facility is not endangered,
 - b) disconnection will not have any negative impact on the rights and obligations of POZAGAS and/or its contractual partners.

- c) the disconnection will be carried out in accordance with the approved project documentation prepared for this purpose,
- d) The Operator of interconnected network shall notify its intention at least 1 year before the expected date of disconnection.

Article 16

Technical procedure for disconnection of Gas equipment connected to POZAGAS Storage Facility

- (16.1) The Interconnected Network Operator shall be obliged, following a receipt of a call for disconnection from the POZAGAS Storage Facility delivered by POZAGAS, to provide for, at its own cost:
- a) consents from affected parties to disconnection of Gas equipment from the POZAGAS Storage Facility,
 - b) project design documents or technological procedures for the purpose of efficient and safe disconnection of the connected gas equipment from the POZAGAS Storage Facility, and to deliver them to POZAGAS for approval at least 30 days before the expected implementation date.
- (16.2) POZAGAS shall determine the date when the works for the purpose of disconnection of the connected Gas equipment may be implemented, whereas such works may not limit or discontinue provision of contractually agreed services to other contractual partners.
- (16.3) The Interconnected Network Operator shall provide for disconnection of the connected Gas equipment from the POZAGAS Storage Facility at its own cost (own costs of the Interconnected Network Operator include evoked costs on POZAGAS side) on the date specified by POZAGAS. If the Interconnected Network Operator fails to disconnect such equipment due to reasons on the part of the Interconnected Network Operator by the specified date, POZAGAS shall be then entitled to provide for disconnection of the Gas equipment at the cost of the Interconnected Network Operator, whereas POZAGAS' claims for damages shall remain unaffected.

PART 7

FINAL PROVISIONS

Article 17

Final Provisions

- (17.1) Any changes or amendments to these Technical Terms and Conditions may be implemented solely by POZAGAS. The changes of Technical Terms and Conditions shall POZAGAS

publish on its website to available to all gas market participants at least one (1) month prior becoming effective.

- (17.2) If these Technical Terms and Conditions are published by POZAGAS in both the Slovak and English languages, Slovak version shall prevail.
- (17.3) In the event that Interconnection Agreements concluded before the effective date of the Technical Terms and Conditions contain provisions differing from those in these Technical Terms and Conditions, the provisions of the Interconnection Agreement shall take precedence over the provisions of the Technical Terms and Conditions. Any rights or claims that arose before the effective date of the Technical Terms and Conditions shall remain unaffected.
- (17.4) If any of the provisions of these Technical Terms and Conditions contravenes with the Rules of Operation, the provision from the Rules of Operation shall prevail.
- (17.5) On the effective date of the Technical Terms and Conditions, the Technical Terms and Conditions for Access and Connection to the Underground Gas Storage Facility Láb 4 and related Rules of Operation effective as of May 1, 2019, shall cease to be in force.
- (17.6) These Technical Terms and Conditions shall become effective on 1st April 2025.

QUALITATIVE GAS PARAMETERS

1. In the approval statement for the Application for Connection, submitted after the effective date of these Technical Terms and Conditions, the Storage Operator shall stipulate, or propose in the Agreement for Interconnection the gas quality parameters that correspond to the values specified bellow:

Parameter	Content in the mixture /Permitted value	Reference conditions
Methane	min. 92% mol.	Gas volume at a temperature of 15°C, pressure of 101.325 kPa, and relative humidity of $\varphi=0$
Ethane	max. 7% mol.	
Propane	max. 1.5% mol.	
All butanes combined	max.0.5% mol.	
Higher hydrocarbons	max. 0.05% mol.	
Sum of Nitrogen and carbon dioxide	max. 4% mol.	
Oxygen	max. 0.001% mol.	
Sum of Hydrogen sulphide and carbonyl sulphide	max. 1.5 mg/m ³	
Mercaptans	max. 2.0 mg /m ³	
Total Sulphur	max. 20 mg of sulphur/m ³	
Heating value	10.40 – 11.73 kWh/m ³	Gas volume at a temperature of 15°C, pressure of 101.325 kPa, and relative humidity of $\varphi=0$; combustion temperature of 25°C
Wobbe index	13.22 – 14.66 kWh/m ³	
Hydrocarbon condensation	condensation free	At temperatures higher than 0°C and pressure between 0.1 – 7.0 MPa
Water dew point in gas	$\leq(-)7^{\circ}\text{C}$	At a pressure of 4 MPa
Content of liquid and solid impurities	free of liquid and solid impurities	
Odorization	non-odourised	
Maximum temperature of gas injected into the Storage	+30°C	
Maximum temperature of gas withdrawn from the Storage	+50°C	