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

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concluded between

**[FILL IN]**

as Customer

**and**

**POZAGAS a.s.**

as Storage Facility Operator

on [FILL IN]

(1) **POZAGAS a. s.**, with a registered office at Malé námestie 1, 901 01 Malacky, Slovak Republic, registered in the Commercial Register, District Court Bratislava I, 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 “**Storage Facility Operator**”);

**and**

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

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

## **PREAMBLE**

*WHEREAS* Customer has submitted to Storage Facility Operator an Application for Access to the Storage Facility and Gas Storage (hereinafter the “**Application**”) under Tender for Access to Storage and Allocation of Fixed Storage Capacity No. MVP/2/2013 and has expressed an interest in the Fixed Storage Capacity in the Underground Natural Gas Storage Facility Láb 4 (hereinafter the “**Storage Facility**”);

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

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

## **ARTICLE 1 DEFINITIONS**

The terms stipulated in the Rules of Operation, 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 **“Time”** – any reference to time in this Gas Storage Contract shall be a reference to the current time used in the Slovak Republic.
- 1.2 **“Contract Year”** – period commencing on 1 April at 6:00 a.m. CET and ending on 1 April at 6:00 a.m. CET of immediately following calendar year.

**ARTICLE 2**  
**SUBJECT MATTER OF GAS STORAGE CONTRACT**

- 2.1 The subject matter of this Gas Storage Contract shall be:
  - (i) Provision of access to the Storage Facility to Customer on the basis of Customer’s Application and allocation of Fixed Storage Capacity to Customer in the extent defined in Article 3 of this Gas Storage Contract;
  - (ii) Definition of the contractual framework for the provision of the Unbundled interruptible Service in a form of Injection and/or Withdrawal Flow Rate;
  - (iii) Commitment of Storage Facility Operator to take over, store and redeliver to Customer the agreed Gas quantity and render related services under the terms and conditions provided for under this Gas Storage Contract;
  - (iv) Commitment of Customer to utilize Fixed Storage Capacity in the extent defined in Article 3 of this Gas Storage Contract under this Gas Storage Contract and to pay in respect of the Fixed Storage Capacity and related services the agreed Price according to Article 7 of this Gas Storage Contract.

**ARTICLE 3**  
**STORAGE CAPACITY AND ITS USAGE**

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

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

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

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

During the Contract Year on each Gas Day except Shutdowns, Storage Facility Operator shall undertake to take over from Customer abiding by the Injection Curve and store, if Customer requests so, such Gas quantities that shall not in total exceed the Gas quantities injected by maximal Daily Injection Flow Rate applicable on the given Gas Day pursuant to section 3.1 of this Gas Storage Contract, based on the valid allocation mechanism.

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

During the Contract Year on each Gas Day except Shutdowns, Storage Facility Operator shall undertake to withdraw and redeliver to Customer abiding by the Withdrawal Curve, if Customer requests so, such Gas quantities that shall not in total exceed the Gas quantities withdrawn by maximal Daily Withdrawal Flow Rate applicable on the given Gas Day pursuant to section 3.1 of this Gas Storage Contract, based on the valid allocation mechanism, as long as the stored Gas volume of Customer remains not less than zero 0 MWh.

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

3.5 To ensure proper compliance with this Gas Storage Contract Customer shall undertake to notify Storage Facility Operator of the customs status of the stored Gas and to do so no later than one (1) day before the commencement of injection and/or before changing the customs status of the stored Gas at least three (3) days before storing such Gas.

3.6 Should the Storage Facility Operator not enable the Customer to utilize the Fixed Storage Capacity to the extent requested by Customer for reasons other than those stipulated in Rules of Operations and/or Technical Terms and Conditions, Storage Facility Operator shall propose an alternative date and manner of Fixed Storage Capacity utilization in originally requested extent.

3.7 Storage Facility Operator shall not be liable for any breach of conditions of transmission, distribution, storage and other contracts concluded between Customer and the Connected

Network Operator, irrespective of the fact whether the breach of contract is caused by Customer and/or the Connected Network Operator.

- 3.8 Customer shall undertake to submit to the Storage Facility Operator a shipper code allocated by the Connected Network Operator three (3) working days before the submitting the Nomination as the latest. Should the Customer fail to submit the shipper code in compliance with preceding sentence, Storage Facility Operator is entitled to postpone the commencement of the gas storage service provision by the number of working days respective to Customer's time delay.

#### **ARTICLE 4 ENTRY-EXIT (HANDING-OVER AND ACCEPTANCE) POINTS**

- 4.1 While processing the Fixed Storage Capacity in accordance with section 3.1 of this Gas Storage Contract, Customer shall use the following Entry-Exit (Handing-over and Acceptance) Point(s):
- (i) During injecting Gas into Storage Facility – the Entry-Exit (Handing-over and Acceptance) Point(s) [FILL IN],
  - (i) During withdrawing Gas from Storage Facility - Entry-Exit (Handing-over and Acceptance) Point(s) [FILL IN] *and/or Exit (Handing-over - Acceptance) Point Distribution Network of Slovak Republic.*

#### **ARTICLE 5 GAS QUALITY AND PRESSURE**

- 5.1 If the qualitative parameters of withdrawn Gas are not compliant with those defined in the Technical Terms and Conditions, the Storage Facility Operator shall immediately notify Customer about the discrepancy and Customer shall be entitled to decline to accept such Gas.

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

- 6.1 Customer shall notify Nominations and/or Re-nominations to the dispatching center of Storage Facility in format using the communication means indicated in the Technical Terms and Conditions.
- 6.2 Storage Facility Operator shall confirm and/or modify Nominations and/or Re-nominations in format and using the communication means indicated in the Technical Terms and Conditions by using the contact data provided by Customer.

- 6.3 Customer shall be entitled to authorise the third person to submit Nominations and/or Renominations to Storage Facility Operator. Customer shall notify Storage Facility Operator in writing that such authorisation has been granted, amended and/or revoked and describe the scope of the authorisation without undue delay but no later than three (3) days before such authorisation becomes effective, is amended or revoked.

## **ARTICLE 7 PRICE**

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

$$F_N = P_N \times C$$

, where

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

*The following sections 7.2 to 7.6 shall only be invoked in case of the conclusion of Gas Storage Contract for period of more than 1 Contract Year, in this case the subsequent paragraphs of this article shall be renumbered accordingly:*

- 7.2 *The unit price for 1 MWh of Working Gas Volume referred to in section 7.1 of this Gas Storage Contract shall be in the following Contract Years escalated using the following formula:*

$$P_{N+1} = P_N * [ 0.6 + 0.4 * \frac{Y_N}{100} ]$$

, where

- P<sub>N+1</sub>** - unit price of 1 MWh of Working Gas Volume in Contract Year N+1,  
**P<sub>N</sub>** - unit price of 1 MWh of Working Gas Volume in Contract Year N,  
**Y<sub>N</sub>** - arithmetic average of values "Index of consumer prices" for precedent calendar year published by the Statistical Office of the Slovak Republic in the part "Indices of consumer prices in comparison with corresponding period of previous year".

- 7.3 *The adjustment of unit price referred to in section 7.1 of this Gas Storage Contract shall be executed always as of [FILL IN] of each Contract Year during the Gas Storage Contract duration using index of the preceding calendar year. The unit price according to section 7.1 of this Gas Storage Contract shall be first time adjusted as of [FILL IN].*
- 7.4 *If at any time during this Gas Storage Contract duration an Index of consumer prices necessary to calculate the unit price is not published, the index values last published shall be used. Any discrepancy shall be settled as soon as the appropriate index value is officially published.*
- 7.5 *If at any time during this Gas Storage Contract duration it is indicated that the Index of consumer prices necessary to calculate the unit price shall not be published in the foreseeable future or if it is indicated that the relevant numbers pertaining to the index were published in error, the Parties shall amend the index or shall agree within period of sixty (60) days on a substitute index that shall to the maximum extent possible serve the objectives of the original index.*
- 7.6 *In the subsequent Contract Years the Price referred to in section 7.1 and index  $Y_N$  referred to in section 7.2 shall be calculated to 6 decimal places and rounded to 4 decimal places. The fifth decimal shall be the rounding basis; if the fifth decimal is between 0 and 4, the amount shall be rounded by leaving the fourth decimal intact; if the fifth decimal is between 5 and 9, the fourth decimal shall be increased by 1.*
- 7.2. In case of limitation of Daily Injection Flow Rate or Daily Withdrawal Flow Rate nominated in accordance with article 3 of this Gas Storage Contract (except for cases defined in section 17.1 of Rules of Operation and the rights of Storage Facility Operator for limitations due to reasons, that Storage Facility Operator is not responsible for, defined by Technical Terms and Conditions or by this Gas Storage Contract), Storage Facility Operator applies to Customer for given Gas Day in which the limitation occurred, the discount from Price for Fixed Storage Capacity calculated by following formula:

$$F_{NZ} = (P_N * C) / 365 * (1 - R_I) * 1.2$$

, where

- $F_{NZ}$**  - discount from Price for Fixed Storage Capacity for given Gas Day,  
 **$P_N$**  - unit price for 1 MWh of Working Gas Volume in Contract Year N in accordance with section 7.1 of this Gas Storage Contract,  
 **$C$**  - Working Gas Volume in accordance with section 3.1 of this Gas Storage Contract,  
 **$R_I$**  - coefficient of limitation determined by ratio between physically provided Daily Injection Flow Rate or Daily Withdrawal Flow Rate in relevant Gas Day and Daily Injection Flow Rate or Daily Withdrawal Flow Rate nominated by Customer for given Gas Day in accordance with this Gas Storage Contract.

Discount from Price for Fixed Storage Capacity in given Gas Day shall be stated as a separate item in invoice for calendar Month, in which the event leading to application of discount from Price for Fixed Storage Capacity described in section 7.2 of this Gas Storage Contract occurred.

- 7.2 Unit price for DAS is defined in Pricelist published by Storage Facility Operator on [www.pozagas.sk](http://www.pozagas.sk). Total price for DAS shall be calculated as multiplication of unit price for DAS and maximum nominated and confirmed value of Injection and/or Withdrawal Flow Rate exceeding the firm flow rate defined in section 3.1 of this Gas Storage Contract. Other conditions of DAS price calculation are defined in Pricelist.

## ARTICLE 8 INVOICING AND INVOICE PAYMENT

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

$$\text{FM} = \frac{\text{F}_N}{\text{M}} - \text{F}_{\text{NZ}} + \text{F}_{\text{DAS}}$$

, where

- FM** - Price for services provided in given month of the Contract Year,
  - F<sub>N</sub>** - Price of Fixed Storage Capacity in the Contract Year as defined in section 7.1 of the Gas Storage Contract,
  - M** - Number of months of Gas storage service provision in given Contract Year,
  - F<sub>NZ</sub>** - Discount from Price for Fixed Storage Capacity for given Gas Day(s),
  - F<sub>DAS</sub>** - Price for DAS provided in given month of the Contract Year.
- 8.2 VAT due under applicable laws of the Slovak Republic shall be charged to the price for rendered services. Invoice issued by Storage Facility Operator must contain all essentials stipulated by generally binding laws.
- 8.3 Storage Facility 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 Facility Operator shall issue one cumulative invoice.
- 8.4 If the Customer delays in payment of an invoiced amount or its portion when due, Storage Facility Operator shall apply toward the Customer 0.03 % default interest on the amount due for each day of delay. Default interest shall be payable within fourteen (14) days of



the date of invoice delivery (charging default interest) to the Customer that delays in payment of financial obligations.

8.5 Invoices issued by Storage Facility Operator shall be delivered via facsimile or email (electronic mail), and registered mail. Invoices shall be considered to have been delivered upon expiration of the earliest of the following:

- facsimile transmission report generated by Storage Facility Operator's facsimile machine, or
- receipt of electronic confirmation of email (electronic mail) acceptance (a delivery receipt) from the Customer's server by Storage Facility Operator, or
- three (3) days of the day of sending mail to the Customer's address.

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

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

## **ARTICLE 9 NOTIFICATIONS**

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

For Customer shall be delivered to the address:

[FILL IN]

[FILL IN]

[FILL IN]

Fax: [FILL IN]

Attention: [FILL IN]

Dispatching:

Telephone: [FILL IN]

Fax: [FILL IN]

E-mail: [FILL IN]

and for Storage Facility Operator shall be delivered to the address:

POZAGAS a.s.

Malé námestie 1

901 01 Malacky

Slovak Republic

Fax: +421 34 / 772 24 06

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

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

## **ARTICLE 11 DISPUTE RESOLUTION**

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

## **ARTICLE 12 VALIDITY AND EFFECTIVENESS**

- 12.1 This Gas Storage Contract shall become valid and effective on the day it is signed by the authorized representatives of both Parties.

*Following provision of section 12.2. shall apply only in case of Customer’s obligation to submit the bank guarantee to the Storage Facility Operator, following provisions of this section of Gas Storage Contract shall be renumbered accordingly:*

- 12.2 *This Gas Storage Contract shall loose its validity and effectiveness in case that Customer fails to submit the bank guarantee to the Storage Facility Operator in accordance with the Rules of Operation within one (1) month from the conclusion of this Gas Storage Contract with the validity of the bank guarantee set as of the date of its submitting as the latest.*

- 12.3 This Gas Storage Contract shall be concluded for a definite period of time from the day it is signed by both of the Parties until [FILL IN].
- 12.4 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.

### **ARTICLE 13 FINAL PROVISIONS**

- 13.1 Customer accepts the Rules of Operation and the Technical Terms and Conditions by signing of this Gas Storage Contract; these documents shall constitute the commercial and technical terms and conditions under which Storage Facility Operator shall provide the access to the Storage Facility and render Gas storage services and shall be posted on the web site [www.pozagas.sk](http://www.pozagas.sk) and shall be binding on the Parties.
- 13.2 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 and if these diverse stipulations are in the scope permitted by the Rules of Operations and the 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.
- 13.3 Regarding the matters not specified by herein Gas Storage Contract, the contractual relationship set out by herein Gas Storage Contract shall be governed by stipulations of the Act No. 513/1991 Coll., Commercial Code, as amended and relevant legal regulations. Application of rules and regulations governing the conflict of laws, referring to the applicability of other than Slovak law, shall be ruled out.
- 13.4 This Gas Storage Contract was made out in 4 originals in the English language, with the Parties receiving two originals each.
- 13.5 The Parties represent that they have read the 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.

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

In Malacky on the day of [FILL IN]

**CUSTOMER**

**STORAGE FACILITY OPERATOR**

[FILL IN]

POZAGAS a.s.

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Name: [FILL IN]  
Function:[FILL IN]

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Name: [FILL IN]  
Function: [FILL IN]

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Name: [FILL IN]  
Function: [FILL IN]

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Name: [FILL IN]  
Function: [FILL IN]

**Injection Curve and Withdrawal Curve**

[FILL IN]