
**FRAMEWORK CONTRACT
ON ACCESS TO THE STORAGE FACILITY AND GAS STORAGE
S.T.A.C. SERVICE
REFERENCE NUMBER [FILL IN]**

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: Ivan Vaškor, General Director, Martin Beňa, Sales and Marketing Director (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 business conditions for access to storage and provision of services in the storage (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 amendments to certain acts as amended 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 Framework Contract on Access to the Storage Facility and Gas Storage S.T.A.C. SERVICE (hereinafter the “**Framework Gas Storage Contract**”).

PREAMBLE

WHEREAS Storage Facility Operator and Customer have concluded Contract(s) on Access to Storage Facility and Gas Storage (hereinafter “**Underlying Gas Storage Contract(s)**”);

WHEREAS Storage Facility Operator, aiming to maximize Storage Capacity utilization and to support Gas market liquidity, offers short-term intra-seasonal storage services, mainly unbundled storage services as defined in section 4.1(b) of the Rules of Operation (hereinafter “**Storage Services**”);

WHEREAS Customer expressed the interest to utilize Storage Services;

The Parties have AGREED on the following Framework Gas Storage Contract based on 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 Framework Gas Storage Contract shall have the same meaning unless this Framework Gas Storage Contract provides otherwise.

ARTICLE 2 SUBJECT MATTER OF FRAMEWORK GAS STORAGE CONTRACT

- 2.1 The subject matter of this Framework Gas Storage Contract shall be:
- (i) Definition of contractual framework for provision of Storage Services by Storage Facility Operator to Customer;
 - (ii) Definition of Storage Services allocations aiming to capturing the short-term storage value (hereinafter “**Transactions**”);
 - (iii) Definition of methodology to determine the Price for Storage Services.

ARTICLE 3 STORAGE SERVICES ALLOCATION

- 3.1 Customer shall be entitled, anytime throughout the effectiveness of this Framework Gas Storage Contract, to request for Transaction execution by Storage Facility Operator. Storage Facility Operator shall evaluate geological-technical and economic feasibility of such Transaction and shall decide on allocation of requested Storage Services.
- 3.2 Each Transaction shall be confirmed by exchange of Transaction request and confirmation notice via email between the Customer and the Storage Facility Operator using front desk email addresses as specified in Article 8 of this Framework Gas Storage Contract. Transaction request and confirmation notice shall contain following data:
- (i) amount of requested/allocated Storage Services,
 - (ii) period of Storage Services allocation,
 - (iii) Entry-exit (handing-over and Acceptance) Point(s),
 - (iv) Price for Storage Services allocation,
 - (v) amount of the Security Deposit requested by the Storage Facility Operator (if any).
- 3.3 Transaction confirmation notice shall be sent by Storage Facility Operator to Customer at the latest on the day immediately preceding the first Gas Day of utilization of Storage Services within each individual Transaction by 4:00 p.m. CET.

- 3.4 For avoidance of any doubt Parties agree that the Customer is entitled to use Storage services only in case that Storage Facility Operator confirms it by Transaction request and confirmation notice and only in amount and time allocated there.

**ARTICLE 4
NOMINATIONS AND RE-NOMINATIONS**

- 4.1 Customer shall submit Nominations and/or Re-nominations to the dispatching center of Storage Facility in format using the communication means indicated in the Technical Terms and Conditions not earlier than one (1) hour after Transaction request and confirmation notice exchange between Parties.
- 4.2 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.
- 4.3 Customer shall be entitled to authorize the third party to submit Nominations and/or Re-nominations to Storage Facility Operator. Customer shall notify Storage Facility Operator in writing that such authorization has been granted, amended and/or revoked and describe the scope of the authorization without undue delay but no later than three (3) days before such authorization becomes effective, is amended or revoked.

**ARTICLE 5
PRICE AND INVOICING**

- 5.1 Each Transaction execution is subject to agreement of both Parties on Price for Storage Services allocated within individual Transaction.
- 5.2 Total price F for Storage Services allocated within individual Transaction shall be calculated according to following formula:

$$F = P_L \times C$$

, whereas

P_L - Unit price for the Storage Services allocated within individual Transaction determined as stipulated in section 5.1 of this Framework Gas Storage Agreement,

C - Working Gas Volume in MWh which shall be dedicated to Storage Services within individual Transaction as stipulated in section 3.2 of this Framework Gas Storage Agreement.

- 5.3 Storage Facility Operator shall issue invoice for the Storage Services provision for each calendar month in the amount calculated as a sum of all Total prices F for Storage Services allocated within individual Transactions during specific calendar month.
- 5.4 VAT due under applicable laws of the Slovak Republic shall be charged to the price for rendered Storage Services. Invoice issued by Storage Facility Operator must contain all essentials stipulated by generally binding laws.
- 5.5 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 Storage Services. In case of related services Storage Facility Operator shall issue one cumulative invoice for all services provided to the Customer in relevant calendar month.
- 5.6 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.
- 5.7 Invoices issued by Storage Facility Operator shall be delivered via facsimile or email (electronic mail), and registered mail. In case of invoice delivery by electronic mail Storage Facility Operator shall deliver the electronic invoices from email address: invoice@pozagas.sk to the email address of Customer: [FILLIN]. 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 Facility Operator, or
 - three (3) days of the day of sending mail to the Customer's address, or
 - facsimile transmission report generated by Storage Facility Operator's facsimile machine.

ARTICLE 6 SECURITY DEPOSIT

- 6.1 The Storage Facility Operator shall be entitled to request payment of a security deposit (hereinafter the "**Security Deposit**") from the Customer in respect of each Transaction entered into between the Parties. The amount of the Security Deposit in respect of a Transaction shall be equal to a one-month payment obligation of the Customer vis-à-vis the Storage Facility Operator in respect of such Transaction, including value added tax (VAT). The Security Deposit shall be used in its full amount to secure the Customer's payment obligations towards the Storage Facility Operator under this Framework Gas Storage Contract. If the Customer fails to meet its financial obligations under this Framework Gas Storage Contract duly and on time, the Storage Facility Operator shall be immediately entitled to satisfy its receivable from the Security Deposit.

- 6.2 The Customer shall pay the Security Deposit to the bank account of the Storage Facility Operator within ten (10) days after delivery of the Transaction confirmation notice pursuant to section 3.3 of this Framework Gas Storage Contract. If at least a part of the Security Deposit is used, the Storage Facility Operator shall have the right to request the Customer to replenish the Security Deposit up to the amount requested pursuant to section 6.1 of this Framework Gas Storage Contract and suspend the provision of Storage Services. The Customer shall replenish the Security Deposit within five (5) days after the Storage Facility Operator has made the request for replenishment of the Security Deposit. If the Customer fails to replenish the Security Deposit up to the requested amount within such period, the Storage Facility Operator shall be entitled to terminate the Gas Storage Contract with a notice period of five (5) days. The notice period shall commence on the day following the day on which the written termination notice is served on the Customer.
- 6.3 The Storage Facility Operator shall return the Security Deposit (or any remainder thereof) paid by the Customer in respect of a Transaction to the bank account designated by the Customer within five (5) days of the satisfaction of all of the Customer's obligations and liabilities related to such Transaction. No interest rate or interest payment shall apply in connection with the Security Deposit.
- 6.4 Sections 24.1 to 24.7 of the Rules of Operation shall not apply to this Framework Storage Contract.

ARTICLE 7
TITLE, RISK OF LOSS OF GAS

Customer declares that he is entitled to dispose of Gas designated for storage in the Storage Facility pursuant to this Framework 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 8
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 to the address:

[FILL IN]
[FILL IN]
[FILL IN]

Front desk:

Fax: [FILL IN]

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

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

and for Storage Facility Operator to the address:

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

Front desk:
Fax: +421 34/ 772 2406
Attention: Martin Beňa
E-mail: [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 9 DISPUTE RESOLUTION

- 9.1 All disputes between the Parties due to failure to comply with the terms and conditions agreed by the Parties in this Framework Gas Storage Contract and related documents (hereinafter “**Dispute**”) shall Parties attempt to settle in good faith by amicable agreement.
- 9.2 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.
- 9.3 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.

- 9.4 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.
- 9.5 The ruling resulting from arbitration proceedings shall be final and binding on both Parties.

ARTICLE 10 VALIDITY AND EFFECTIVENESS

- 10.1 This Framework Gas Storage Contract shall become valid and effective on the day it is signed by the authorized representatives of both Parties and shall remain in force until [FILLIN].
- 10.2 Any amendments to this Framework 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 Framework Gas Storage Contract that must be signed by legitimately appointed representatives of both Parties.

ARTICLE 11 FINAL PROVISIONS

- 11.1 Customer accepts and agrees with the Rules of Operation, Technical Terms and Conditions and Pricelist by signing of this Framework 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 published on the web site www.pozagas.sk and shall be binding on the Parties.
- 11.2 All rights and obligations of the Parties not explicitly provided for in this Framework 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 Framework 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 Framework 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.
- 11.3 Storage Facility Operator shall be entitled to unilaterally amend any provisions of this Framework Gas Storage Contract in case the amendment is required following changes in applicable regulations, or any acts of regulatory authorities having impact on Storage Facility Operator.
- 11.4 Regarding the matters not specified by Framework Gas Storage Contract herein, the contractual relationship set out by Gas Storage Contract herein 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.

11.5 This Framework Gas Storage Contract was made out in two (2) originals in the English language, with the Parties receiving one (1) original each.

11.6 The Parties declare that they have read this Framework Gas Storage Contract, comprehended the content and do agree with it and in evidence thereof have signed the Framework 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 FACILITY 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]