
**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: Martin Jarábek, 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] (hereinafter the “**Effective Date**”), 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**”), and 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, aiming to maximize Storage Capacity utilization and to support Gas market liquidity, offers short-term intra-seasonal storage services (hereinafter the “**Storage Services**”) in accordance with the General Terms and Conditions for allocation of Short Term Additional Capacity (hereinafter the “**General Terms and Conditions**”);

WHEREAS Customer expressed the interest to utilize Storage Services;

The Parties have **AGREED** 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 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 This Framework Gas Storage Contract governs all transactions the Parties shall enter into for the provision of Storage Services allocated in accordance with the General Terms and Conditions (each such transaction being an “**Individual Contract**”). The Parties enter into this Framework Gas Storage Contract and into Individual Contracts on the understanding that each Individual Contract and this Framework Gas Storage Contract shall form a single separate agreement between the Parties and that the Parties would not enter into Individual Contracts if this was not the case. The rights and obligations of the Parties under each Individual Contract shall be construed independently from the other Individual Contracts unless otherwise agreed by the Parties in writing. The provisions of this Framework Gas Storage Contract constitute an integral part of, but may be supplemented by the terms of, each Individual Contract.
- 2.2 The Storage Facility Operator shall provide to the Customer and the Customer shall be entitled to utilize the Storage Services in accordance with the Individual Contract, the Framework Gas Storage Contract, the Rules of Operation, the General Terms and Conditions, the Technical Terms and Conditions and the Pricelist. If not stipulated otherwise in the Individual Contract, the Customer shall pay to the Storage Facility Operator the price for the Storage Services.
- 2.3 This Framework Gas Storage Contract does not apply to agreements for the provision of Storage Services entered into before the Effective Date.

ARTICLE 3 CONCLUSION OF INDIVIDUAL CONTRACTS

- 3.1 Individual Contracts shall be concluded either in paper form signed by manuscript signature or electronically signed by advanced electronic signature, as defined in Article 3(11) of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (hereinafter the “**Advanced Electronic Signature**”), and shall be legally binding and enforceable from the time the Individual Contract is duly signed by both Parties. The Parties may also conclude Individual Contracts by email, in which case the Individual Contract shall be legally binding and enforceable from the time the terms of such Individual Contract are concluded.

- 3.2 In the event that an Individual Contract is concluded by email, the Parties shall, within ten (10) calendar days, confirm the conclusion of the Individual Contract in paper form signed by manuscript signature or electronically with Advanced Electronic Signature. Such confirmation shall not constitute a requirement for a legally valid Individual Contract.
- 3.3 Each Individual Contract shall contain the information stipulated in, and shall be substantially in the form of template Individual Contract attached to this Framework Gas Storage Contract as Annex No. 1.
- 3.4 Individual Contracts may be concluded on behalf of each Party exclusively by the persons listed for such purposes in the Annex No. 2 attached to this Framework Gas Storage Contract. Each Party may at any time unilaterally amend and supplement in writing the list of persons currently authorized to negotiate and sign Individual Contracts.
- 3.5 In the event of inconsistency between the terms of an Individual Contract and the Framework Gas Storage Contract, the terms of the Individual Contract shall prevail for the purpose of that Individual Contract.

ARTICLE 4 STORAGE SERVICES

- 4.1 The Storage Facility Operates allocates Storage Services in accordance with the General Terms and Conditions.
- 4.2 If an Individual Contract provides for Storage Capacity with contractual flexibility (hereinafter the “**Storage Capacity with Contractual Flexibility**”), the Storage Facility Operator shall grant the Customer the Storage Capacity with Contractual Flexibility with parameters agreed in the Individual Contract during the agreed period (hereinafter the “**Storage Period**”) specified in the Individual Contract. The Storage Facility Operator allows the Customer the access to the Storage Facility and the Customer shall be entitled to utilize the Storage Capacity with Contractual Flexibility in accordance with the parameters of Working Gas Volume, maximum Daily Injection Flow Rate, maximum Daily Withdrawal Flow Rate, and at Entry-Exit (Handing-over and Acceptance) Point(s) as specified in the Individual Contract. The Customer is entitled to request the allocation of the Unbundled interruptible Service in respect of an Individual Contract for Storage Capacity with Contractual Flexibility in a form of Injection and/or Withdrawal Flow Rate (hereinafter “**DAS**”) which exceeds the flow rate defined by Nomination/Renomination of respective flow rates as of the day immediately preceding to the Gas Day of the fulfilment of the respective flow rates. Allocation of DAS to the Customer is realized by the confirmation of Customer’s Nomination/Renomination.
- 4.3 If an Individual Contract provides for Storage Capacity with compulsory flows (hereinafter the “**Storage Capacity with Compulsory Flows**”), the Storage Facility Operator allows the Customer the access to the Storage Facility and the Customer undertakes to inject Gas quantity into the Storage Facility during the Injection Period and withdraw Gas quantity from the Storage Facility during the Withdrawal Period strictly in accordance with the

agreed Daily Injection Flow Rates and the Daily Withdrawal Flow Rates, as specified in the Individual Contract (hereinafter the “**Compulsory Flows**”). Injection Period represents Gas Days specified in the Individual Contract for which Daily Injection Flow Rates are allocated as stipulated in the Individual Contract (hereinafter the “**Injection Period**”). Withdrawal Period represents Gas Days specified in the Individual Contract for which Daily Withdrawal Flow Rates are allocated as stipulated in the Individual Contract (hereinafter the “**Withdrawal Period**”). If due to any maintenance on the Storage Facility or adjoining infrastructure the Customer is not able to maintain Compulsory Flows, the relevant Compulsory Flow for the month affected by maintenance shall be adjusted by Storage Facility Operator with the make-up Daily Injection Flow Rates and/or Daily Withdrawal Flow Rates (as applicable). Such make-up Daily Injection Flow Rates and/or Daily Withdrawal Flow Rates are included in the Price.

- 4.4 If the Customer breaches its obligation to comply with the Compulsory Flows pursuant to section 4.3 of this Framework Gas Storage Contract in respect of an Individual Contract, the Storage Facility Operator shall be entitled to:
- (i) immediately suspend providing the Storage Services to the Customer and shall not be obligated to continue providing the Storage Services to the Customer;
 - (ii) terminate the Individual Contract and/or the Framework Gas Storage Contract with a notice period of five (5) calendar days;
 - (iii) demand from the Customer payment of a contractual penalty in the amount of one-month payment obligation of the Customer vis-à-vis the Storage Facility Operator in respect of the Individual Contract; and
 - (iv) exercise the retention right in respect of the Customer’s stored Gas.
- 4.5 The contractual penalty shall be payable within five (5) calendar days upon the delivery of a demand for the payment thereof to the Customer. The claim to the compensation of damages or the duty of the Customer to compensate the Storage Facility Operator for damages in the amount exceeding a contractual penalty shall not be affected by the payment of the contractual penalty.
- 4.6 For avoidance of any doubt Parties agree that the Customer is entitled to use Storage Services only after conclusion of an Individual Contract and only in the amount and time specified in such Individual Contract.

ARTICLE 5 NOMINATIONS AND RE-NOMINATIONS

- 5.1 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.
- 5.2 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.

- 5.3 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) calendar days before such authorization becomes effective, is amended or revoked.

ARTICLE 6 PRICE AND INVOICING

- 6.1 Each Individual Contract execution is subject to agreement of both Parties on Price for the allocated Storage Services.
- 6.2 Unless otherwise agreed in the Individual Contract, total price F for Storage Services under the Individual Contract shall be calculated according to following formula:

$$\mathbf{F = P_L \times C}$$

, whereas

P_L - Unit price for the Storage Services under the Individual Contract determined as stipulated in section 6.1 of this Framework Gas Storage Contract,

C - Working Gas Volume in MWh which shall be dedicated to Storage Services under the Individual Contract.

- 6.3 Unit price for DAS is defined in valid Pricelist published by Storage Facility Operator on www.pozagas.sk.
- 6.4 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 under the Individual Contracts during specific calendar month.
- 6.5 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.
- 6.6 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.
- 6.7 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) calendar days of the date of invoice delivery (charging default interest) to the Customer that delays in payment of financial obligations.

- 6.8 Invoices issued by Storage Facility Operator shall be delivered via email (electronic mail). Email contacts (addresses) of Parties for sending and receiving invoices are disclosed in Annex 2. Invoices shall be considered to have been delivered upon moment/expiration of the earliest of the following:
- receipt of electronic confirmation of email (electronic mail) acceptance (a delivery receipt), or
 - three (3) calendar days after the day of sending mail to address presented in Annex 2

ARTICLE 7 FINANCIAL SECURITY

- 7.1 The Storage Facility Operator shall be entitled to request a financial security from the Customer to secure its payment obligations under the Framework Gas Storage Contract and Individual Contracts (hereinafter the “**Financial Security**”). The Customer shall provide financial security in the form of:
- (i) a bank guarantee (hereinafter the “**Bank Guarantee**”), or
 - (ii) a security deposit (hereinafter the “**Security Deposit**”).

The Customer may replace the Financial Security originally provided to the Storage Facility Operator in respect of an Individual Contract by providing the Storage Facility Operator with a Financial Security in the other form permitted by this section 7.1. The Storage Facility Operator shall return the originally provided Financial Security to the Customer within five (5) calendar days after receiving the other form of the Financial Security in accordance with this Article 7.

- 7.2 The Customer shall provide the Financial Security in accordance with this Article 7 to the Storage Facility Operator within ten (10) calendar days after conclusion of the Individual Contract. If the Customer fails to provide the Financial Security which meets the requirements stipulated in this Article 7 within ten (10) calendar days after conclusion of the Individual Contract, the Storage Facility Operator shall be entitled to:
- (i) immediately suspend providing the Storage Services to the Customer and shall not be obligated to continue providing the Storage Services to the Customer;
 - (ii) terminate the Individual Contract and/or the Framework Gas Storage Contract with a notice period of five (5) calendar days; and
 - (iii) exercise the retention right in accordance with section 24.8 of Rules of Operation in respect of the Customer’s stored Gas.

- 7.3 A Bank Guarantee provided by the Customer to the Storage Facility Operator in respect of an Individual Contract shall meet the following requirements:

- (i) the Bank Guarantee shall be issued by a bank in the form and with the content acceptable to the Storage Facility Operator and to the Storage Facility Operator as the beneficiary (suggested form of Bank Guarantee is published on www.pozagas.sk);
- (ii) the amount of the Bank Guarantee shall be equal to a one-month payment obligation of the Customer vis-à-vis the Storage Facility Operator in respect of the Individual Contract, including value added tax (VAT);
- (iii) The Bank Guarantee shall be valid and effective as of the date, which is no more than ten (10) calendar days after conclusion the Individual Contract;
- (iv) The Bank Guarantee shall be valid until at least thirty (30) calendar days after the end of the Storage Period agreed in the Individual Contract;
- (v) The Bank Guarantee shall be issued with the Storage Facility Operator as the beneficiary;
- (vi) The Bank Guarantee shall be payable to the bank account of the Storage Facility Operator without any objection within five (5) working days (days except for Saturday, Sunday, public holiday or other non-working day stipulated by the relevant legal regulations in the Slovak Republic) of the notice from the Storage Facility Operator being received and without any preceding notice by the Storage Facility Operator requesting that the Customer fulfil their obligations; and
- (vii) The Bank Guarantee shall be irrevocable.

7.4 The Security Deposit provided by the Customer to the Storage Facility Operator in respect of an Individual Contract shall meet the following requirements:

- (i) the Customer shall pay the Security Deposit to the bank account of the Storage Facility Operator
- (ii) the amount of the Security Deposit shall be equal to a one-month payment obligation of the Customer vis-à-vis the Storage Facility Operator in respect of the Individual Contract, including value added tax (VAT);
- (iii) 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.

7.5 If at least a part of the Financial Security is used, the Storage Facility Operator shall have the right to request the Customer to replenish the Financial Security up to the initial amount and immediately suspend providing the Storage Services to the Customer. The Customer shall replenish the Financial Security within five (5) calendar days after the Storage Facility Operator has made the request for replenishment of the Financial Security. If the Customer fails to replenish the Financial Security up to the requested amount within such period, the Storage Facility Operator shall be entitled to terminate the Individual Contract and/or the Framework Gas Storage Contract with a notice period of five (5) calendar days and to exercise the retention right in accordance with section 24.8. of Rules of Operation in respect of the Customer's stored Gas.

- 7.6 The Storage Facility Operator shall return the Security Deposit (or any remainder thereof) paid by the Customer in respect of an Individual Contract to the bank account designated by the Customer within five (5) calendar days of the satisfaction of all of the Customer's obligations and liabilities related to such Individual Contract. The Security Deposit shall be deemed returned to the Customer when debited from the bank account designated by the Storage Operator. No interest rate or interest payment shall apply in connection with the Security Deposit.
- 7.7 Sections 24.1 to 24.7 of the Rules of Operation shall not apply to this Framework Storage Contract.

**ARTICLE 8
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 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 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 10 DISPUTE RESOLUTION

- 10.1 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.
- 10.2 Disputes that are not settled by an amicable agreement within sixty (60) calendar days from the delivery of the written notice of Dispute to other Party, which shall contain the description of the Dispute and proposal for its resolution shall be resolved, in case that Parties shall not agree in written form otherwise, by means of arbitration conducted in the English language and decided by three arbitrators.
- 10.3 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.
- 10.4 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.
- 10.5 The ruling resulting from arbitration proceedings shall be final and binding on both Parties.

ARTICLE 11 VALIDITY AND EFFECTIVENESS

- 11.1 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].
- 11.2 Any amendments to this Framework Gas Storage Contract and/or Individual Contracts shall be legally binding and effective subject to the written consent of both Parties drawn up in the form of an addendum to this Framework Gas Storage Contract and/or Individual Contracts that must be signed by legitimately appointed representatives of both Parties.

ARTICLE 12 FINAL PROVISIONS

- 12.1 Customer accepts and agrees with the Rules of Operation, Technical Terms and Conditions and Pricelist by signing 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.
- 12.2 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 provisions of this Framework Gas Storage Contract and/or Individual Contracts regulate the mutual rights and obligations in a manner other than the one provided for in the Rules of Operation or Technical Terms and Conditions, the provisions of this Framework Gas Storage Contract and/or Individual Contracts regulating the mutual rights and obligations shall prevail over stipulations of the Rules of Operation or Technical Terms and Conditions, unless it is impossible to divert from them.
- 12.3 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.
- 12.4 Regarding the matters not specified by Framework Gas Storage Contract herein, the contractual relationship set out by Framework 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.
- 12.5 The Parties agree that manuscript signature and Advanced Electronic Signatures, applied by authorized persons to be sufficient and binding for entering into this Framework Gas Storage Contract and Individual Contracts and any documents related to the Framework Gas Storage Contract and Individual Contracts, including documents for which the Framework Gas Storage Contract and Individual Contract requires written form, or which require to be signed by the Parties.

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

12.7 The Parties declare that they have read this Framework Gas Storage Contract, comprehended the content and 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]

Draft form of Individual Contract

Scope of Storage Services:		
1. Type of Storage Capacity:	[FILL IN]	
2. Shipper code:	[FILL IN]	
3. Working Gas Volume (WGV):	[FILL IN]	MWh
4. Injection Flow Rate (firm/compulsory):	[FILL IN]	MWh/d
5. Withdrawal Flow Rates (firm/compulsory):	[FILL IN]	MWh/d
6. Entry/Exit (Handing-over and Acceptance) Points:	[FILL IN]	
7. Price for Storage Services allocation:	[FILL IN]	EUR/MWh
8. Period for Storage Services Allocation:	[FILL IN]	
9. Injection period:	[FILL IN]	
10. Withdrawal period:	[FILL IN]	
11. Other fees (e.g. Commodity tariff):	[FILL IN] or According to Pricelist	
12. Financial security:	[FILL IN]	
13. Other arrangements:	[FILL IN]	

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

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

List of Authorized Persons and Emails contacts

List of Authorized Persons:

	Storage Facility Operator	Customer
Name: Email address:	[FILL IN]	[FILL IN]
Name: Email address:	[FILL IN]	[FILL IN]
Name: Email address:	[FILL IN]	[FILL IN]

List of Email contacts:

	Storage Facility Operator	Customer
Invoices - sent from:	invoice@pozagas.sk	[FILL IN]
Invoices - received to:	backoffice@pozagas.sk	[FILL IN]