

**FRAMEWORK AGREEMENT on
BALANCING PLATFORM ACCESS**

(hereinafter referred to as the “Framework on Balancing”)

made by and between

eustream, a.s.

with its registered office at: Votrubova 11/A, 821 09 Bratislava, Slovak Republic registered in a
company register of District Court Bratislava I, Section: Sa, insertion No.:3480/B Entity

Identification Number (IČO): 35 910 712

VAT Registration Number: SK 202 193 1175

(hereinafter referred to as “**BP Operator**”)

on one side

and

Balancing platform user:

with a registered office at:

Business registration number:

VAT registration number:

EIC code:

IBAN:

SWIFT (BIC):

(hereinafter referred to as “**BP User**”)

on the other side,

hereinafter alternatively referred to individually as “**Party**” and collectively as

“**Contractual Parties**”

Article 1

Subject-matter of the Agreement

- 1.1. This Agreement regulates general terms and conditions and rights and obligations of the BP Operator and BP User in connection with the operation and use of a balancing platform (“BP”) for the execution of transactions to purchase and sell gas for the duration of this Agreement’s validity.
- 1.2. The balancing platform is an electronic system operated and managed by the BP Operator affording external access through an online interface. The balancing platform allows the Contractual Parties to undertake legal acts pertaining to business transactions in the meaning of the General Business Terms and Conditions and the Procedures and Rules for Trading on Balancing Platform.
- 1.3. Under this Agreement, the BP Operator operates a balancing platform in compliance with the requirements of Commission Regulation (EU) No. 312/2014 establishing a network code on gas balancing of transmission networks and enables BP Users free of charge access to this balancing platform.
- 1.4. Under this Agreement, the BP User is authorized to use the balancing platform at no charge in accordance with this Agreement, the General Business Terms and Conditions and Procedures and Rules for Trading on Balancing Platform by BP User employees having authorized access to the Balancing Platform pursuant to Customer Onboarding Form.
- 1.5. Under this Agreement, the BP User accedes to and undertakes to respect the General Business Terms and Conditions of the BP Operator and Procedures and Rules for Trading on Balancing Platform and Customer Onboarding Form published on the website of the BP Operator.
- 1.6. The legal relationship between the Contractual Parties shall be governed by the Operational Order of the BP Operator upon its entry into force on the day a decision by the RONI on Operational Order approval comes into a force.
- 1.7. The General Business Terms and Conditions and Procedures and Rules for Trading on Balancing Platform and Customer Onboarding Form comprise an integral part of this Agreement.

Article 2

Agreement Duration and Termination

- 2.1. A condition for the inception of this Agreement is acceptance of a draft hereof by the second Contractual Party without qualifications, addendums, deviations or restrictions and its execution in writing; the signatures of the authorized representatives of the Contractual Parties must for this purpose be effected on a single page. These conditions apply analogously to the execution of addendums of this Agreement.

- 2.2. This Agreement is executed for an indefinite period and enters into force on the day it is signed by both Contractual Parties. In case this Agreement is executed between Contractual Parties which are parts of the Vertically Integrated Company this Agreement enters into force on the day a decision by the RONI on Agreement approval comes into a force.
- 2.3. The BP Operator has the right to withdraw from this Agreement if the BP User is in gross breach of a contractual obligation ensuing from this Agreement or is in repeated breach of another contractual obligation ensuing herefrom and fails despite a written notification to perform such obligation(s) within a deadline stipulated in this notification or fails to remedy an irregular situation within a deadline stipulated in a written notification, unless agreed otherwise in this Agreement.
- 2.4. The BP User has the right to withdraw from this Agreement if the BP Operator is in gross breach of a contractual obligation ensuing from this Agreement and despite a written notification, no remedy is effected within a deadline stipulated in this notification. Such deadline shall be no less than thirty (30) business days. For purpose of this Agreement business day shall represent all calendar days except of non-working day bank holiday or public holiday in Slovak Republic.
- 2.5. The BP User has the right to withdraw from this Agreement if the BP Operator changes the General Business Terms and Conditions of the BP Operator and/or Procedures and Rules for Trading on Balancing Platform. In such a case, the BP User is entitled to exercise its right to withdraw from this Agreement within seven (7) business days of the day on which it was notified of the change in the General Business Terms and Conditions of the BP Operator pursuant to the preceding sentence. The BP Operator is obliged to effect notifications pursuant to the preceding sentence at least seven (7) business days before publication of the updated wording of the General Business Terms and Conditions of the BP Operator and Procedures and Rules for Trading on Balancing Platform on its website.
- 2.6. Withdrawal shall be effected in writing and is effective upon receipt of the written notification of withdrawal by the second Contractual Party.
- 2.7. Either Contractual Party may terminate this Agreement. The notice period is one (1) calendar month and begins to run on the first day of the month following the month in which written notice of termination is delivered to the second Contractual Party.
- 2.8. This Agreement may be terminated upon the mutual Agreement of both Contractual Parties. A Termination Agreement shall be executed in writing.
- 2.9. At the date of termination of this Agreement, all rights and obligations of the Contractual Parties ensuing herefrom expire with the exception of those rights and obligations which by their nature shall continue to obtain. The provisions concerning the protection of information, compensation of damage, contractual fines and dispute resolution shall continue to be valid

even after this Agreement is no longer in effect.

Article 3

Final Provisions

- 3.1. The legal relationship between the Contractual Parties is governed by Slovak law. Rights and obligations of the Contractual Parties not expressly addressed in this Agreement or its annexes or in the General Business Terms and Conditions of the BP Operator or Procedures and Rules for Trading on Balancing Platform are stipulated by the generally binding legal regulations.
- 3.2. The Contractual Parties represent that if in the future any provision of this Agreement or its addendums shall be found to be invalid, this shall have not prejudice the validity of the other arrangements in the Agreement. In assessing the invalid provision of the Agreement, the provision in law that is closest in nature to the invalid provision shall be applied.
- 3.3. This Agreement may only be amended and supplemented by written addendums numbered sequentially in ascending order; the signatures of the authorized representatives of the Contractual Parties must for this purpose be effected on a single page.
- 3.4. The BP User acknowledges that the BP Operator is authorized to amend the General Business Terms and Conditions of the BP Operator and Procedures and Rules for Trading on Balancing Platform, in particular where the need for such a change arises from legislation or practices of the Contractual Parties. The General Business Terms and Conditions of the BP Operator and Procedures and Rules for Trading on Balancing Platform are valid and binding for both Contractual Parties on the day they are published on the website of the BP Operator.
- 3.5. The BP Operator acknowledges that the BP User is authorized to Set up/Edit/Cancel access of authorized employees of the BP User to the Balancing Platform by amending the Customer Onboarding Form.
- 3.6. The Operational Order is valid and binding for both Contractual Parties upon its entry into force on the day a decision by the RONI on Operational Order approval comes into a force. Divergent provisions of the Operational Order shall prevail over the wording of this Agreement.
- 3.7. Divergent provisions of the General Business Terms and Conditions of the BP Operator or divergent provisions of Procedures and Rules for Trading on Balancing Platform shall prevail over the wording of this Agreement.
- 3.8. Should any provision of this Agreement be superseded by new legislation, the Contractual Parties shall replace the affected provision of this Agreement with a new provision ensuing from the new legislation or shall agree on a provision that comes closest to meeting the objective that the Contractual Parties had in mind when formulating this Agreement. The other provisions of this Agreement shall remain unchanged.
- 3.9. This Agreement is prepared in 2 counterparts, of which each Contractual Party shall receive

one. The Contractual Parties represent they have familiarized themselves in detail with the content of the Agreement, have understood its content and are aware of no obstacles, third-party claims or other legal defects that would prevent its execution or render it invalid. In proof of the foregoing, the authorized representatives of the Contractual Parties attach their signatures hereto.

Bratislava, on

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For BP Operator

For BP User

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