

FRAMEWORK CONTRACT ON ACCESS TO THE TRANSMISSION NETWORK AND GAS TRANSMISSION

made by and between

eustream, a.s.

with its registered office at: Votrubova 11/A, 821 09 Bratislava, Slovak Republic
registered in the Commercial register of the District court Bratislava I, Section: Sa, Insert No.:
3480/B

Entity Identification Number (IČO): 35 910 712

VAT Registration Number: SK 202 193 1175

(hereinafter referred to as **“EUS”**)

on one side

and

Shipper’s company name:

with its registered office at:

Entity Identification Number:

VAT Registration Number:

(hereinafter referred to as **“Shipper”**)

on the other side,

hereinafter also individually referred to as **“Party”** and collectively as
“Parties”

Preamble

EUS as a transmission system operator is providing for shippers the transmission of Natural gas through the EUS transmission system from entry points to exit points. Now, both Parties have agreed that they will enter into a framework contract on access to the transmission network and gas transmission (hereinafter referred to as the "**Contract**"), as follows:

Article 1

Definitions

An integral part of this Contract and the Individual Contract is the applicable Operational order as defined below. The terms defined therein shall have the same meaning in this Contract.

Further, the below terms used in this Contract shall have the following meaning:

- 1.1. **"Booked daily transmission capacity"**: the individual within-day, daily, monthly or annual capacities at the Entry points and the Exit points requested within the validity of this Contract by the Shipper. The Booked daily transmission capacity shall be requested in the particular individual Request for transmission and granted by EUS to the Shipper in the particular individual Confirmation on capacity granting.
- 1.2. **"Confirmation on capacity granting"**: confirmation of transmission capacity granting by EUS to the Shipper as defined by the Operational order. For the purpose of this Contract, Confirmation on capacity granting shall contain at least following parameters: Entry/Exit point(s), the date of transmission commencement and the date of transmission termination, Booked daily firm/interruptible transmission capacity at the respective Entry/Exit point(s), the respective tariff rate(s) and the rate(s) of Gas for operational needs.
- 1.3. **"Day"**: a Gas Day as defined by the Operational Order.
- 1.4. **"Entry point(s)"**: the entry point(s) to the EUS transmission system as defined by Article 3.1.1. of the Operational order, requested by the Shipper in the particular individual Request for transmission and confirmed by EUS in the particular individual Confirmation on capacity granting.
- 1.5. **"Exit point(s)"**: the exit point(s) of the EUS transmission system as defined by Article 3.1.2. of the Operational order, requested by the Shipper in the particular individual Request for transmission and confirmed by EUS in the particular individual Confirmation on capacity granting.
- 1.6. **"Gas" or "Natural gas"**: mixture of hydrocarbons comprising mainly of methane in gaseous state and non-combustible gases in gaseous state prepared for transmission by pipeline.
- 1.7. **"Gas market rules"**: the applicable decree of the Regulatory Office for Network Industries of the Slovak Republic which lays down the rules for functioning of the internal electricity market and rules for functioning of the internal gas market (at present the Decree of the Regulatory Office for Network Industries of the Slovak Republic No. 24/2013 Coll.).

- 1.8. **"Interconnection point"**: any of the Entry or the Exit points. The measuring and/or determining of quantity and quality of delivered Gas at the Interconnection point shall be carried out at the Metering stations in compliance with procedures determined under Interconnection agreements and/or technical and operational agreements concluded between EUS and the adjacent system operator at the Interconnection point.
- 1.9. **"Metering station"**: the metering station owned by relevant system operator. The Metering station shall be used for measuring the quantity and/or for determining the quality of delivered Natural gas relevant for the Interconnection point.
- 1.10. **"Month"**: period of time beginning at 6:00 on the first day of a calendar month till 6:00 of the first day of the next calendar month.
- 1.11. **"Operational order"**: the applicable Operational order of the regulated entity EUS as the transmission system operator, approved by the Office for Regulation of Network Industries of the Slovak Republic and published on the official EUS website. The Operational order represents an integral part of this Contract as Annex 1.
- 1.12. **"Price decision"**: EUS price list approved and issued by the Office for Regulation of Network Industries of the Slovak Republic valid for the respective capacity booking process.
- 1.13. **"Request for transmission"**: a binding Request as defined by the Operational order.
- 1.14. **"Shipper code"**: a distinctive alphanumeric identifier used for identifying individual shippers at upstream and/or downstream side of Interconnection points.
- 1.15. **"Time"**: any reference to time shall be construed as CET (Central European Time). Any Time information is written in 24-hour format.
- 1.16. **"Transmission fee"**: respective payment for access to the transmission network and gas transmission from Entry points to Exit points.
- 1.17. **"Upstream-Downstream pair"**: pair pertinent to upstream/downstream shipper that delivers/takes over Gas with specified quantity at an Interconnection point.

The numbering convention used in the Contract and or Individual Contract is that in which the comma (,) is used to indicate multiples of a thousand and the full stop (.) is used to indicate a decimal point.

Article 2

Subject-matter of the Contract and Individual Contract

- 2.1. The subject-matter of this Contract is (i) the determination of the terms and conditions which shall apply to the transmission of Natural gas performed on the basis of individual contracts (hereinafter referred to as "**Individual Contract**") and (ii) the rules for conclusion of such Individual Contracts.
- 2.2. The subject-matter of an Individual Contract is the provision of access to the transmission network and transmission of Natural gas from the Entry points to the Exit points.
- 2.3. Each Individual Contract consists of particular individual Request for transmission and particular individual Confirmation on capacity granting. The Individual Contract is concluded

between the Parties upon delivery of the individual Confirmation on capacity granting to the Shipper.

- 2.4. The rights and obligations of the Parties arising from and/or related to the Individual Contract are governed by and construed in accordance with this Contract, the applicable Operational order, the Technical conditions, the Price decision, the Gas market rules and other applicable generally binding legal regulations.
- 2.5. The respective provisions of the Operational order, the Technical conditions, the Price decision, the Gas market rules and other applicable generally binding legal regulations shall apply to the rights and obligations of the Parties arising from and/or related to this Contract.

Article 3

Transmission quantity

- 3.1. EUS shall provide to the Shipper the Booked daily transmission capacities at the Entry points and at the Exit points as specified in the particular Individual Contract.
- 3.2. Both Parties shall immediately inform each other about all events which might cause necessary unforeseen changes of the daily quantities or temporary interruption/limitation of the transmission. This applies also for the events of Force Majeure.

Article 4

Allocation of the transmission capacity

4.1. Allocation of transmission capacity at the EU Interconnection points

- 4.1.1. The Shipper may request the transmission capacity by means of standard capacity products in electronic form via auctioning platform applied at the particular Interconnection point.
- 4.1.2. The successful bid submitted in the auction shall be considered as individual Request for transmission and notification on allocation of the transmission capacity to the Shipper by the auctioning platform provider shall be considered as Confirmation on capacity granting. Only the Confirmation on capacity granting delivered by EUS to the Shipper shall be considered binding.
- 4.1.3. In case of failure of the auctioning platform, EUS may offer the standard capacity products using the procedure of allocation of the transmission capacities applied at the Interconnection points to/from third countries and entry/exit domestic point.
- 4.1.4. The above does not prejudice the application of other respective provisions of the Operational order dealing with the allocation of transmission capacity at the EU Interconnection points.

4.2. Allocation of the transmission capacities at the Interconnection points to/from third countries and entry/exit domestic point

- 4.2.1. Allocation of transmission capacities at the Interconnection points to/from third countries and entry/exit domestic point is performed based on the first-come-first-served principle.
- 4.2.2. The Shipper may request the transmission capacity using the form - request for transmission (request for access to the transmission network and gas transmission) published on the EUS webpage.
- 4.2.3. The Shipper may use also electronic capacity booking provided by EUS on its web page using its online booking system as an alternative. Thereto EUS will provide to the Shipper's authorized representative(s) login(s) and password(s) for access to the EUS online booking system.
- 4.2.4. Electronic request shall mean Request for transmission and electronic confirmation shall mean Confirmation on capacity granting.
- 4.2.5. In case of failure of EUS online booking system the Shipper shall use the form - request for transmission published on the EUS webpage.
- 4.2.6. The above does not prejudice the application of other respective provisions of the Operational order dealing with the allocation of transmission capacities at the Interconnection points to/from third countries and entry/exit domestic point.

Article 5

Entering into force and validity of the Contract

- 5.1. This Contract shall become valid and enter into force after the signing by both Parties. This Contract shall be concluded for definite period till .
For the avoidance of doubt, the end of the validity/termination of this Contract shall not affect any rights related to services provided by EUS under this Contract and/or Individual Contracts before such date, including the rights with regard to payment.
- 5.2. Pursuant to this Contract the Parties are entitled to conclude particular Individual Contracts for transmission of Natural gas within the period of validity of this Contract. In each case the transmission shall end on the last day of the validity of this Contract at the latest.

Article 6

Gas delivery

- 6.1. EUS shall be obliged to take quantities of Natural gas from the Shipper delivered at the Entry points up to the corresponding Booked daily transmission capacity and shall simultaneously deliver to the Shipper quantities of Natural gas with the same quality at the Exit Points. EUS takes full responsibility for the transmission of Natural gas from the Entry points to the Exit points where the Natural gas is delivered to the Shipper or its authorized representative. The

ownership of quantities of Natural gas shall stay with the Shipper. For the avoidance of doubt, EUS is not liable at any circumstances for the delivery of the Gas at the Entry point and/or take-over of the Gas at the Exit point by the third party (parties).

- 6.2. Quality and quantity of Natural gas delivered to EUS at the Entry points shall be ascertained at the Metering station at the Entry points together with Natural gas of other shippers.
- 6.3. The Shipper shall assure that Natural gas quality at the Entry points shall correspond to the parameters as defined in the Technical Conditions.
- 6.4. The Shipper shall assure that Natural gas is delivered at the respective Entry point at the following pressure:

| Entry point | Minimal pressure (MPa*) |
|----------------|-------------------------|
| Lanžhot | 5.67 |
| Baumgarten | 4.9 |
| Veľké Zlievce | 6.7 |
| Veľké Kapušany | 4.9 |
| Budince | 5.25 |

*MPa - difference between absolute Gas pressure and atmospheric pressure

- 6.5. EUS shall deliver Natural gas at the respective Exit point at the following pressure

| Exit point | Minimal pressure (MPa*) |
|----------------|-------------------------|
| Lanžhot | 5.67 |
| Baumgarten | 4.9 |
| Veľké Zlievce | 5.3 |
| Veľké Kapušany | 4.9 |
| Budince | 4.705 |

only provided that the pressure at the Entry points, stated in Article 6.4 of this Contract, is preserved.

*MPa - difference between absolute Gas pressure and atmospheric pressure

- 6.6. In case of difference between Gas pressure values as defined above and the Gas pressure values defined in the Technical conditions, the Gas pressure values stipulated in the Technical conditions shall prevail.

Article 7

Repairs and maintenance works

- 7.1. EUS shall inform the Shipper about relevant repair and maintenance works on the transmission system of EUS in writing by letter or e-mail at the latest forty-two (42) Days before the beginning of such repair works.
- 7.2. If a previously defined and planned repair period has to be changed, then such a modification must be communicated to the Shipper as soon as possible.

- 7.3. As soon as EUS is aware of necessary but unforeseen repair works on a transmission network, which might limit or interrupt transmission for the Shipper, EUS is obliged to inform without any delay the Shipper on the duration of such works by a letter, email or a fax as well as to inform about the scope of such works.

Article 8

Transmission fee

- 8.1. The Shipper shall pay to EUS the Transmission fee. This Transmission fee shall be calculated in accordance with the Price decision for each Individual Contract upon tariff rates for the Booked daily transmission capacities, including neutrality charge, at the Entry points and at the Exit points as requested by the Shipper in the particular individual Request for transmission and confirmed by EUS in the particular individual Confirmation on capacity granting.

- 8.2. The Transmission fee (P_t) for transmission from the Entry points to the Exit points is a sum that shall be calculated in the following way:

$$P_t = \sum_{i=1}^n P_i$$

where:

P_t – Transmission fee based on the Booked daily transmission capacities for the relevant period (t), expressed in EUR;

n – number of Booked transmission capacities specified in the particular individual Confirmation on capacity granting;

P_i - payment for individual Booked daily transmission capacity C_i , calculated as:

$$P_i = C_i * T_i + C_i * Nch_i * n_i$$

C_i – respective Booked transmission capacity as specified in the particular individual Confirmation on capacity granting expressed in MWh/day;

T_i - respective tariff rate at the relevant Entry or Exit point as specified in the particular individual Confirmation on capacity granting and expressed in EUR/(MWh/d)/y;

Nch_i – neutrality charge as specified in Price decision in €/MWh

n_i – number of days of the respective Booked transmission capacity

- 8.3. All the calculations for identification of the Transmission fee pursuant to this Article 8 shall be rounded to 2 decimal places. Should the digit on the third decimal place be equal to or lower than 4, the figure on the second decimal place shall not be changed; and should the digit on the third decimal place be equal to or higher than 5, the figure on the second decimal place shall be increased by adding the digit 1.

Article 9

Gas for operational needs

- 9.1. Additionally to the Transmission fee specified in Article 8 the Shipper shall provide EUS with the quantity of Natural gas for operational needs (hereinafter referred to as “**Gas for operational needs**”)
- 9.2. The Shipper shall provide the Gas for operational needs in the following form:
- in kind
 - in monetary form
- 9.3. The tariff rate(s) for the Gas for operational needs for the Booked daily transmission capacities at the Entry points and at the Exit points as requested by the Shipper in the particular individual Request(s) for transmission shall be specified in the particular individual Confirmation(s) on capacity granting in accordance with the Price decision.
- 9.4. In case the Parties agree that the Gas for operational needs shall be provided by the Shipper in monetary form then the fee for Gas for operational needs shall be calculated as follows:

$$G_t = \sum_{i=1}^n G_i$$

where:

G_t – fee for the Gas for operational needs based on the daily transmission quantities for the relevant period (t), expressed in EUR;

n – number of Days for the respective transmission period;

G_i - payment for Gas for operational needs in respective Day of transmission, calculated as:

$$G_i = \sum_{i=1}^n GfON_i * R_i$$

n - number of respective Entry points and Exit points defined in particular Individual Contract(s) in respective Day of transmission.

$GfON_i$ - respective quantity of the Gas for operational needs expressed in MWh/d and calculated as: allocated quantity of transmitted Gas for the respective Entry point(s) and Exit point(s) as booked in particular Individual Contract(s) on respective Day and multiplied by the Gas for operational needs tariff rate stipulated in particular individual Confirmation(s) on capacity granting.

R_i – respective Reference Gas price relevant for the respective Day of transmission expressed in €/MWh;

- 9.5. The fee for the Gas for operational needs shall be rounded to 2 decimal places. Should the digit on the third decimal place be equal to or lower than 4, the figure on the second decimal place shall not be changed; and should the digit on the third decimal place be equal to or higher than 5, the figure on the second decimal place shall be increased by adding the digit 1.

Article 10
Imbalance charge

In addition to the Transmission fee and the provision of Gas for operational needs, the Shipper shall be charged / paid for its imbalance according to the respective provisions of the Operational order and the Price decision (hereinafter referred to as “**Imbalance charge**”).

Article 11
Billing and Payment

- 11.1. The Shipper shall pay to EUS for the access to the transmission network and Gas transmission the Transmission fee as stipulated in Article 8 regardless of whether the Booked daily transmission capacity has been totally used or not. In addition, the Shipper shall pay to EUS the fee for Gas for operational needs if provided in monetary form in accordance with Article 9 and the Imbalance charge in accordance with Article 10 as may be applicable.
- 11.2. The provisions on billing and payment pursuant to the Operational order with respect to the Transmission fee (including neutrality charge) and the Imbalance charge shall be applied.
- 11.3. The fee for the Gas for operational needs as set forth in Article 9 if provided in monetary form shall be paid on the basis of monthly settlement invoices, issued by EUS in EUR at the latest on the first Working day following the 10th calendar day and shall become due on the first Working day following the 25th calendar day of the Month following the Month for which the fee for the Gas for operational needs is paid. The monthly fee shall be rounded to 2 decimal places. If EUS is in delay with the delivery of the invoice, due date shall be postponed by same number of days as is the duration of such delay.
- 11.4. The Shipper shall assign payments for amounts due to the account of EUS, IBAN SK78 1100 0000 0029 3570 0511 with the bank Tatra banka a.s., Bratislava branch, SWIFT code: TATRSKBX, or any other bank account duly notified by EUS to the Shipper.
- 11.5. If the Shipper is in delay with its payment then the Shipper shall pay to EUS the late charges at a rate of 3 % above the 3-months Euribor interest rate starting from the date when the invoice was due.
- 11.6. The invoicing shall be performed in accordance with all the requirements as prescribed by the applicable Slovak legislation on value added tax (at present the Act No. 222/2004 Coll.). The Parties are governed in tax issues by the legal framework valid in Slovak Republic excluding the possibility to take over the tax obligation to the other Party.
- 11.7. Any complaints concerning the invoices must be submitted immediately, not later than five (5) calendar days after the date of delivery of an invoice.
- 11.8. The Shipper declares that the natural gas transmitted by EUS’s gas transmission network under this Contract is placed under the European Union transit procedure when entering the territory of the Slovak Republic and therefore is of “non-Union goods” status as defined in

Regulation (EU) No. 952/2013 of the European Parliament and of the Council, of 9 October 2013, laying down the Union Customs Code.

The Shipper undertakes to inform EUS within 30 days if the declaration given above have failed or ceased to be true and accurate at any time during the validity of this Contract. In the event that the Shipper fails to inform EUS pursuant to this paragraph, the Shipper shall indemnify, defend and hold EUS harmless and indemnified in respect of any and all VAT, penalties and interest incurred by the Shipper as a result of its failure to comply with the above undertaking.

Article 12

Financial guarantee

12.1. In order to secure any potential claims of EUS under this Contract, the Shipper shall provide EUS with a financial guarantee in the form of:

- an irrevocable, unconditional bank guarantee in favour of EUS payable on first demand
- a cash collateral.

The bank guarantee shall not expire sooner than two months after the expiration of the last Booked daily transmission capacity. Partial drawings should be allowed. All costs related to this bank guarantee shall be covered by the Shipper. The bank guarantee must be issued, and if relevant confirmed, by a bank with Moody's long term credit rating of not less than Baa2 or Standard & Poor's BBB. The language of the document is English or Slovak.

Financial guarantee in the form of collateral is payable to the following collateral bank account of EUS: IBAN SK59 0200 0000 0000 0012 5858 with the bank VÚB, a.s., Bratislava branch, SWIFT: SUBASKBX. Financial guarantee in the form of collateral shall not be considered as a down payment for transmission services.

12.2. EUS is entitled to use the relevant financial guarantee only in order to satisfy its claims towards the Shipper under this Contract. EUS is allowed to use financial guarantee when Shipper is in delay with the payment under this Contract for minimum three (3) calendar days. Obligation to pay to EUS delay interest under Article 11.6. shall remain unaffected. The Shipper shall maintain the financial guarantee, including its amendments, in the agreed amount valid and effective during the effectiveness of the Booked daily transmission capacity. The Shipper shall update the financial guarantee immediately (not later than three (3) calendar days) following performance of the payment to EUS under the financial guarantee according to this Contract.

EUS shall return unspent financial resources of the cash collateral without any bank interests to the Shipper not later than two months after the termination of this Contract.

12.3. The Shipper shall maintain a sufficient level of the financial guarantee in favour of EUS. A sufficient level of the financial guarantee shall be considered the amount which is at least equal to two forecasted average monthly payments of the Transmission fee (including

neutrality charge), the fee for Gas for operational needs if provided in monetary form and potential Imbalance charges. In case of Booked daily transmission capacity for less than 2 months, the amount of financial guarantee shall represent the total payment for Transmission fee (including neutrality charge), the fee for Gas for operational needs if provided in monetary form and potential Imbalance charges. EUS has the right to ask the Shipper to increase the financial guarantee in advance if the additional requested capacity should not be covered by existing financial guarantee. EUS shall not accept individual Requests for transmission and shall not provide individual Confirmation for capacity granting in case that financial guarantee of the Shipper is lower than required financial guarantee under this Article taking into account already booked as well newly requested Booked daily transmission capacities. EUS is not obliged to grant the additional capacity if such increase of financial guarantee is refused by the Shipper.

Article 13

Dispatching centers

Dispatching is performed for EUS by: eustream, a.s., Commercial Dispatching
com.dispatching@eustream.sk

Dispatching is performed for the Shipper by:

The Parties shall exchange relevant contact details, addresses and responsible persons of Dispatch centers.

Article 14

Shipper codes

The Parties shall communicate issues regarding the relationship between the Shipper and the shippers upstream and downstream of the EUS transmission system by using shared Shipper codes. The Shipper code for the Shipper will be designated by Commercial Dispatching. The Shipper shall inform EUS about changes of Shipper's respective Upstream-Downstream pairs at least five (5) days in advance.

Article 15

Balancing

The provisions on Balancing as defined in the Operational order shall be applied.

Article 16
Arbitration clause

- 16.1. This Contract shall be governed by and construed in accordance with the laws of the Slovak Republic with the exclusion of all rules and regulations governing conflict of laws.
- 16.2. The Parties shall do their best to solve amicably any disagreement or dispute arising between them in connection with this Contract through negotiations.
- 16.3. Where no such settlement is reached within thirty (30) Days after receiving a written notice of the affected Party, either Party may, by giving a written notice to the other Party, refer the matter to arbitration as stipulated hereinafter.
- 16.4. All disputes arising out of this Contract or related to its violation, termination or nullity shall be finally settled under the Rules of Arbitration and Conciliation of the Slovak chamber of commerce and industry. The place of arbitration shall be the arbitration court of the Slovak chamber of commerce and industry, Bratislava.
- 16.5. The award shall be final and binding for both Parties.

Article 17
Assignment of Contract, Cession of claims

- 17.1. Neither Party may assign the Individual Contract, either in whole or partially, to the third party, without prior written consent given by the other Party which cannot be unreasonably withheld. The consent with the partial assignment shall be withheld in case that the resulting Individual Contract is not in full compliance with applicable binding legislation of the Slovak Republic. EUS has a right to withhold consent with the assignment if the creditworthiness of the third party does not match the level of the creditworthiness of the Shipper. The third Party (assignee) is always obliged to provide the financial guarantee at the respective amount and quality as the Shipper before the assignment shall enter into force.
- 17.2. Neither Party may cede its claims from Contract to a third party without the other Party's prior written consent.
- 17.3. Written notice/agreement as defined hereinabove must be signed by the authorized representative(s) of the Parties.

Article 18
Confidentiality

- 18.1. All information shared between EUS and the Shipper concerning the Contract and Individual Contract is considered as confidential and no Party may reveal such information to third parties without the previous written consent of the other Party. The Party, which was requested to provide a consent to disclosure of confidential information, must provide the

consent, if the reason for disclosure is reasonable and should not, taking into account all relevant circumstances, cause any risk to the requested Party.

- 18.2. The Shipper and EUS are allowed to disclose confidential information concerning the Contract only to their employees, consultants, counsels or other service providers, as well as to those state authorities who are entitled to request the given information in accordance with the applicable legislation.
- 18.3. The Shipper and EUS shall take all necessary actions so that all persons and state authorities that received the confidential information pursuant to this Article maintain its confidentiality.

Article 19
Final stipulations

- 19.1. Modifications and amendments of this Contract, if necessary, shall be made in written form as an amendment. Such amendment must be signed by the Parties under the same procedure as this Contract.
- 19.2. If any provision of this Contract is or becomes ineffective or void, the effectiveness of the other provisions shall not be affected. The Parties undertake to substitute for any ineffective or void provision a new and effective provision which achieves economic results as close as possible to those of the ineffective or void provision.
- 19.3. This Contract was executed in two copies in English language, of which each Party receives one copy. All copies are equally valid in law.
- 19.4. In case of conflict between this Contract and the Operational order the provisions of the Operational order shall prevail.
- 19.5. The following documents make the integral part of this Contract:
 - Annex 1: Operational order
- 19.6. The Shipper hereby certifies that it has read and understood the respective provisions of the Operational order and agrees therewith.

In Bratislava, on

In _____, on

EUS

Shipper

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