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Essen, 4 December 2025

Consultation based on Article 26 (1) of NC TAR regarding the proposed methodology for determining reference prices for access to the transmission network and gas transmission

Dear Mr. Krivda,

We thank you for the opportunity to provide comments on the published Final Consultation Document ("Consultation") of eustream, a.s. ("eustream") regarding the proposed methodology for determining reference prices for access to the transmission network and gas transmission ("Reference Price Methodology") and the related document "Methodology for setting the tariffs for the access to the transmission network and natural gas transmission" ("Methodology Document").

First of all, we would stress that we fail to find any exceptional circumstances which would justify an adjustment of tariffs in an ongoing tariff period based on Art. 12 (3)(b) of NC TAR. At the time of the last consultation for the current tariff period in March 2024, it was already clear to all market participants that the transit from Russia through the territory of Ukraine had significantly decreased, and already at that time eustream quoted the same reason for the extreme price increases which were proposed at that time (increase by 80 –1600 % for entries and by 30 – 220 % for exits). For example on page 9 of the Final Consultation Document dated March 2024, eustream argues that there was an "extreme decline in the utilization of Eustream's transmission system, caused by the military conflict in Ukraine".

We rather believe that the next extreme tariff increase eustream is proposing now just within approximately 1.5 years (increase by 70 – 80 % for both entries and exits) is [REDACTED]

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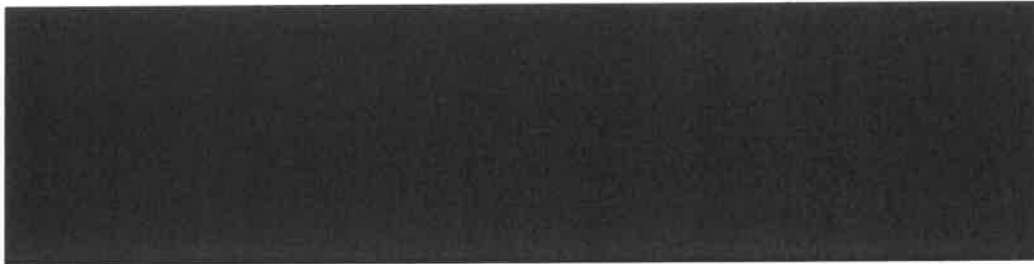
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In addition, we would like to highlight that the proposed application of the Reference Price Methodology as set out in the Methodology Document leads to a primary retroactive effect already as of 1 January 2026 for any adjustments of the already agreed price and tariffs.

We clearly point out that such primary retroactive effect is fully incompatible with the Slovak and European law:

1. We propose to adjust the Reference Price Methodology in a way to remove the primary retroactive effect for such changes and to allow the Shippers to rely on the once agreed commercial and legal terms and conditions. Every Shipper who has booked transport capacities with eustream before such an adjustment of the Reference Price Methodology would come into force, is relying on the already concluded commercial and legal conditions. If now a primary retroactivity effect would be implemented, those Shippers will be harmed and suffer damages as a result of the implementation of illegal primary retroactivity effect, which it would be forced to recover.
2. As we do not see a legal reasoning for a distinction, the Reference Price Methodology will need to apply in a non-discriminatory manner to all contracts concluded, even those concluded before 30 September 2015. There does not exist objective and non-discriminatory reasoning for excluding applicable price tariffs also for older contracts. It would lead to a conclusion that some network users are favoured over the other network users. It should be valid especially for those Shippers which entered into the framework agreement with eustream even shortly after this deadline.
3. The principle of floating operating order (i.e., the principle according to which changes to operating rules also apply to existing contractual relationships) contained in Section 11.6.4 of the operating order valid as of 24 July 2025 has been included in the operating rules of eustream since 2015 (introduced by URSO Decision No. 0002/2015/P-PP of March 25, 2015). However, no other operating orders of energy market operators, whether from distribution network operators, distribution system operators, or even the operator of the Slovak electricity transmission system, which also has a monopoly position on the Slovak energy market, contain such a provision. Not only does eustream have a monopoly position in the gas market, but this shows that it also enjoys

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illegal advantages in the gas market, to the detriment of its customers. Moreover, the principle of floating operating order is discriminatory, violates competition rules, and is contrary to the principle of legality, the principle of protection of legitimate expectations and the principle of equality of parties, the principle of legal certainty, as well as the principle of material truth in administrative proceedings.

4. In case a price adjustment based on the proposed Reference Price Methodology leads to a price increase of existing capacity contracts, a Shipper needs to be able to do a recalculation of its business case and in case the increase is not reasonable and appropriate, the Shipper should have an extraordinary termination right for such capacities. This is already possible in all other jurisdictions and has been implemented in the underlying regulation there. If a network user does not agree with the new terms and conditions of the adjusted operating order, the network user should also at least have a right to withdraw from any framework agreement and existing individual agreements should expire at the end of originally agreed time under the originally agreed terms and conditions, including original operating order. Only in this way can the principle of equality between the parties be ensured.
5. Moreover, we want to make the point that based on the existing and applicable forms of framework agreements, concluded between eustream and any Shipper, any modification or amendment to such framework agreement usually requires a written amendment to be agreed and signed by both parties. As the operating order in place at a time of conclusion of such framework agreement was an essential part of this underlying agreement, as well changes in the operating order would require an agreed and signed amendment to this framework agreement. However, given the principle of floating operating order, no written amendments to the contract are necessary. Here, eustream enjoys a monopoly position; the Shipper cannot choose another transmission network operator.

We therefore disagree with the application of new prices valid from 1 January 2026 to contracts concluded in the past, i.e., new prices should not apply to the period for which the relevant transmission capacity is allocated. We request that the prices valid at the time of transmission capacity allocation continue to be applied to already concluded contracts.

Although, this is not a consumer relationship in the true sense of the word, the relationship between eustream, having a monopoly position, and any Shipper who wishes to transport gas through the territory of the Slovak Republic and must unconditionally accept the terms and conditions of eustream, shows signs of contractual inequality between the parties, with the Shipper being in a weaker position. Section 17(14) of the Energy Act expressly states that in such a case, the contract may only be amended with the express consent of both contracting parties.

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Page 4

We remain available for any clarification of the raised issues if necessary.

Yours sincerely,

RWE Supply & Trading GmbH

