

**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): 35910712

VAT Registration Number: SK 202 193 1175

(hereinafter referred to as "**EUS**")

on one side

and

.....

with a 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

WHEREAS, EUS as a transmission system operator is providing for shippers transmission of Natural gas through the EUS transmission system from entry points to exit points.

WHEREAS EUS and GAZ SYSTEM (Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. (Gas Transmission Operator GAZ-SYSTEM S.A.) having its registered office in Warsaw, at 4 Mszczonowska Street, 02-337, Republic of Poland, registered by the District Court for the Capital City of Warsaw, 12th Commercial Department of the National Court Register, entered into the register of entrepreneurs of the National Court Register under entry No. KRS 0000264771, tax identification number (NIP) 527-243-20-41) (hereinafter referred to as "**GAZ-SYSTEM**") plan to construct an interconnection between the Slovak and Polish Gas Transmission Systems, which is, however, subject to adoption of a positive joint final investment decision by both EUS and GAZ-SYSTEM (hereinafter referred to as "**Positive FID**").

WHEREAS EUS AND GAZ-SYSTEM S.A. launched on [\*\*\*] the Binding Open Season Procedure in order to offer the transmission capacity for the Gas Interconnection Poland - Slovakia (hereinafter referred to as "**Binding Open Season Procedure**"). Binding bids were submitted and allocation of the transmission capacities was carried out according to the conditions defined by the Rules of the Binding Open Season Procedure at the entry/exit point Poland-Slovakia (hereinafter referred to as "**Rules**"). The Rules form an integral part of this Contract as Annex 4. The terms and conditions of the Rules shall apply also to this Contract; in case of discrepancy between the Rules and the wording of this Contract, the wording of this Contract shall prevail.

WHEREAS, the Shipper has submitted a Binding bid pursuant to the Rules and has acknowledged and accepted all terms and conditions of the Binding Open Season Procedure defined by the Rules;

NOW THEREFORE, the Parties have agreed that they will enter into a 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 is the applicable Operational order (as defined below). The terms defined therein shall have the same meaning in this Contract. Further, the terms defined in the Rules shall apply also to this Contract; in case of discrepancy between the definitions contained in the Rules and in this Contract, the definitions contained in this Contract shall prevail.

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

- 1.1. **"Booked daily transmission capacity"**: the individual entry or exit capacities at the Entry/Exit Point Poland-Slovakia, as specified in Article 3.1. of the Contract, which were allocated to the Shipper on the basis of a Binding bid for the transmission capacity submitted by the Shipper and notified by EUS to the Shipper according to the Rules.
- 1.2. **"Confirmation on capacity granting"**: confirmation on granting of transmission capacity by EUS to the Shipper pursuant to the Operational order. Confirmation on capacity granting forms an integral part of this Contract as Annex 3.
- 1.3. **"Day"**: a Gas day as defined in the Operational order.
- 1.4. **"Entry points"**: the entry points to the EUS transmission system.
- 1.5. **"Exit points"**: the exit points of the EUS transmission system.
- 1.6. **"Gas" or "Natural gas"**: mixture of hydrocarbons comprising mainly of methane in a gaseous state and non-combustible gases in a gaseous state prepared for transmission through a 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 the procedures determined under Interconnection agreements and/or 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 the measuring of quantity and/or determining the quality of delivered Natural gas relevant for the Interconnection point.
- 1.10. **"Month"**: period of time beginning at 6:00 of 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. The applicable Operational order is published on the official website of the Regulatory Office for Network Industries of the Slovak Republic and on the EUS website. The Operational order forms an integral part of this Contract as Annex 1.
- 1.12. **"Price decision"**: applicable price decision issued by the Regulatory Office for Network Industries on the basis of generally binding legal regulations which determines the tariffs applicable to the respective capacities in the Entry/Exit Point Poland-Slovakia and procedures for their application.

- 1.13. **"Request for transmission"**: the Binding bid submitted by the Shipper according to the Rules, specifying the requested transmission capacity, which forms an integral part of this Contract as Annex 2.
- 1.14. **"Shipper code"**: a distinctive alphanumerical identifier used for identifying individual shippers at the upstream and/or the downstream side of the Interconnection points.
- 1.15. **"Transmission fee"**: respective payment for access to the transmission network and Gas transmission from Entry points to Exit points.
- 1.16. **"Upstream-Downstream pair"**: pair pertinent to upstream/downstream shipper that delivers/takes over Gas with specified quantity at the Interconnection point.
- 1.17. **"Year"**: period of time beginning at 6:00 of the first day of a calendar year till 6:00 of the first day of the next calendar year.

The numbering convention used in this Contract is that a comma is used to indicate multiples of a thousand and a full stop is used to indicate a decimal point. Any reference to time shall be construed as CET (Central European Time). Any Time information is written in 24-hour format.

## Article 2 Subject-matter of the Contract

The subject-matter of this Contract is the provision of access to the transmission network and transmission of Natural gas from the Entry points to the Exit points.

## Article 3 Transmission capacity

- 3.1. EUS shall provide to the Shipper the Booked daily transmission capacities at the Entry/Exit Point Poland-Slovakia during the periods specified as follows:

Point	Booked daily transmission capacity $C_i$ [MWh/day]	Capacity type	Duration	* Tariff rate $T_i$ <sup>2016</sup> (for Transmission fee) [EUR/(MWh/d)/y]	**Tariff rate $FT_i$ (for GfON) [%]	***Neutrality charge $Nch_i$ <sup>2016</sup> [EUR/(MWh)]
Entry point [***]	$C_1 =$	firm	Starting date:  End date:			

\*- Tariff at the Entry/Exit Point Poland-Slovakia (indicative)

\*\*- Gas for operational needs (indicative)

\*\*\*- Neutrality charge (indicative)

The Tariff rates for Transmission fee and for Gas for operational needs, as well as the Neutrality charge, as specified above are envisaged (indicative) tariffs.

The Tariff rates for Transmission fee are calculated on the basis of the initial tariff rates as indicated in the Rules and the methodology as described in the price decision RONI No. 0103/2014/P.

As soon as the respective Price decision specifies the initial tariffs for the Entry/Exit Point Poland-Slovakia, EUS shall inform the Shipper about the tariffs applicable to the Booked daily transmission capacity stipulated above (hereinafter referred to as “**Actual tariffs**”). For the avoidance of doubt, the Parties shall in each case apply the Price decision.

EUS herewith declares that the Actual tariffs applicable to the Booked daily transmission capacity allocated in the Binding Open Season Procedure and specified in this Article shall not exceed the above envisaged tariffs (taking into account escalation as defined in current price decision RONI No. 0103/2014/P) at the time when the Price decision specifying the initial tariffs for the Entry/Exit Point Poland-Slovakia will be published.

Shall the Actual tariffs exceed the envisaged tariffs stipulated above then the Shipper shall have a right to rescind from this Contract within 4 weeks after the Shipper was notified by EUS about the Actual tariffs whereas EUS shall notify the Shipper about the Actual tariffs by means of a proposal of an amendment to this Contract; such notification shall be submitted by EUS to the Shipper not later than 4 weeks after the Price decision specifying the initial tariffs for the Entry/Exit Point Poland-Slovakia is published.

- 3.2. The quantity of Gas for covering operational needs specified in Article 8 of this Contract if provided in kind is excluded from the Booked daily transmission capacity.
- 3.3. The 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 to the events of Force Majeure.

#### **Article 4**

##### **Entering into force and validity of the Contract**

- 4.1. This Contract shall become valid and effective upon signing by the Parties, except for the provisions regulating the obligation of EUS to provide gas transmission services in the Entry/Exit Point Poland-Slovakia - in particular provisions of Article 3, Articles 5 - 10, and Article 14 (hereinafter referred to as “**Conditional provisions**”) which shall become effective upon cumulative fulfillment of the following conditions precedent:
  - (a) adoption of a Positive FID by 1 July 2019,
  - (b) completion of the construction works on both sides of the border and commissioning of the Gas Interconnection Poland - Slovakia (hereinafter referred to as “**Commissioning**”) by 1 January 2021.
- 4.2. In each case, EUS shall notify the Shipper without undue delay on the adoption of a Positive FID (“**Notification on Positive FID**”) and on the Commissioning (hereinafter referred to as “**Notification on Commissioning**”).

4.3. In case the Commissioning is delayed EUS shall have the right to postpone the respective Starting date of providing the transmission services pursuant to Article 3.1. (if relevant, considering the respective Starting date) without being liable and without paying any compensation for any consequence arising from such a delay. EUS shall inform the Shipper in due time and keep the Shipper informed on the new estimated date of Commissioning or any change thereof. Such a postponement shall have no impact on tariffs for the access to the transmission network and natural gas transmission agreed in this Contract, with the exception of annual escalation, if applicable. For the avoidance of doubt, the postponement shall not affect the End date of providing the transmission services pursuant to Article 3.1.

The postponement of the respective Starting date does not give the Shipper the right to terminate this Contract. For the avoidance of doubt, for the period of such postponement of providing the transmission services, the Shipper shall not be obliged to pay any fees according to this Contract.

The Conditional provisions shall become effective upon delivery of the Notification on Commissioning to the Shipper; however in case the Conditional provisions become effective later than on the day specified as the Starting date in Article 3.1. then such Starting date of providing the transmission services shall be postponed to the first Day of the Month following the Month of delivery of the Notification on Commissioning.

4.4. If, despite the delay of Commissioning, the technical status of the Gas Interconnection Poland – Slovakia will allow for providing gas transmission services in the Entry/Exit Point Poland-Slovakia on an interruptible basis, then for the respective period the firm capacity (i.e. the Booked daily transmission capacity specified in Article 3.1.) shall be transformed into corresponding interruptible capacity.

In such a case the Conditional provisions shall become effective on the first Day of the Month following the Month of delivery of a respective notification on the possibility to provide gas transmission services on an interruptible basis to the Shipper and from this date the transmission services shall be provided on the interruptible basis.

For the avoidance of doubt, the respective provisions of the applicable Price Decision regarding interruptible capacity shall apply.

4.5. In case that due to the delay of the Commissioning the Conditional provisions do not become effective on or before 1 January 2023 (the “**Long stop date**”) or in case that by 1 July 2019 the Positive FID is not adopted (in which case the Conditional provisions do not become effective) then the Conditional provisions shall not enter into force and both the Shipper and EUS shall have the right to terminate this Contract with no liabilities and with no possibility of the Shipper to claim against EUS for damages or to seek another form of legal compensation. In such a case any security (if collected) shall be fully released to the Shipper.

**Article 5**  
**Gas delivery**

- 5.1. EUS shall 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 remain with the Shipper. For the avoidance of doubt, EUS shall under no circumstances be responsible for the delivery of the Gas at the Entry point and/or take-over of the Gas at the Exit point by a third party (parties).
- 5.2. 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.
- 5.3. The Shipper shall ensure that the Natural gas quality at the Entry points shall correspond to the parameters as defined in the Technical Conditions:
- 5.4. The Shipper shall ensure that the 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	5.3
Veľké Kapušany	4.9
Budince	5.25
Entry Point Poland-Slovakia	

\*MPa - difference between absolute Gas pressure and atmospheric pressure

- 5.5. 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
Exit Point Poland-Slovakia	

only provided that the pressure at the Entry points, stated in Article 5.4. of this Contract, is preserved.

\*MPa - difference between absolute Gas pressure and atmospheric pressure

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

## **Article 6**

### **Repairs and maintenance works**

- 6.1. EUS shall notify the Shipper about the scope and duration of relevant repair and / or maintenance works on the EUS's transmission system by means of a letter or via e-mail at least forty-two (42) Days prior to the commencement of such repair and / or maintenance works.
- 6.2. In case the previously notified date of repair / maintenance needs to be changed, EUS shall communicate such a change to the Shipper as soon as possible.
- 6.3. As soon as EUS becomes aware of necessary unforeseen repair and / or maintenance works on a transmission network which might limit or interrupt the transmission for the Shipper, EUS shall notify the Shipper without any delay about the scope and duration of such works by means of a letter or via e-mail.

## **Article 7**

### **Transmission fee**

- 7.1. The Shipper shall pay to EUS the Transmission fee. This Transmission fee shall be calculated from tariff rates for the Booked daily transmission capacities  $C_i$  at the Entry points and at the Exit points as specified in Article 3.1. of this Contract.
- 7.2. Total annual Transmission fee ( $P_t$ ) for transmission from the Entry points to the Exit points is a sum which shall be calculated in a following manner:

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

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 Article 3.1.

$P_i$  - 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 Article 3.1. and expressed in MWh/day;

$T_i$  - respective tariff rate at the relevant Entry or Exit point as specified in Article 3.1. and expressed in EUR/(MWh/d)/y;

$Nch_i$  – neutrality charge as specified in Article 3.1. in €/MWh



$n_i$  – number of days of the respective Booked transmission capacity

- 7.3. Starting 1<sup>st</sup> January of the Year 2017, the tariff rate  $T_i$  shall be adjusted by the following formula:

$$T_{(t)} = T_{(t-1)} * (1 + 0.5 * IR_{(t-2)}/100)$$

where:

$T_{(t)}$  – adjusted figure of the tariff rate to be applied in the relevant calendar Year (t);  
 $T_{(t-1)}$  – Tariff rate which was valid in the immediately preceding calendar Year (t-1) for the relevant daily transmission capacity;  $IR_{(t-2)}$  – annual inflation index in the European Union published by the office of Eurostat at the official website, as „HICP - inflation rate“ (Harmonized Indices of Consumer Prices), item “European Union” valid in the calendar Year (t-2) preceding the respective Year of the Natural gas transmission under this Contract. Annual inflation index IR used for the calculation is used in a form that reflects inter-annual increase or decrease (i.e. increase between two consecutive Years of 1% is expressed as  $IR=1$ ).

- 7.4. All the calculations for identification of the Transmission fee pursuant to this Article 7 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 8

### Gas for operational needs

- 8.1. In addition to the Transmission fee specified in Article 7 the Shipper shall provide EUS with the quantity of Natural gas for operational needs (hereinafter referred to as “**Gas for operational needs**”).
- 8.2. The Shipper shall provide the Gas for operational needs in the following form:
- in kind
  - in monetary form
- 8.3. The tariff rate(s) for the Gas for operational needs at the Entry points and at the Exit points as defined in the Price decision are specified in Article 3.1. of this Contract.
- 8.4. 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:

$$G_i = \sum_{j=1}^n GfON_j * R_i$$

n - number of respective Entry points and Exit points defined in Article 3.1. 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) specified in Article 3.1. on respective Day and multiplied by tariff for the Gas for operational needs  $FT_i$  stipulated in Article 3.1.

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

- 8.5. 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 9

### Imbalance charge

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

## Article 10

### Billing and Payment

- 10.1. The Shipper shall pay to EUS for access to the transmission network and Gas transmission the Transmission fee as stipulated in Article 7 regardless of whether the Booked daily transmission capacity has been used (totally or partially) 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 8 and the Imbalance charge in accordance with Article 9, as may be applicable.
- 10.2. 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.

- 10.3. The fee for the Gas for operational needs as set forth in Article 8 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 10<sup>th</sup> calendar day and shall become due on the first working day following the 25<sup>th</sup> 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.
- 10.4. The Shipper shall submit 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.
- 10.5. In case the Shipper is in delay with its payment, 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.
- 10.6. 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.
- 10.7. Any complaints concerning the invoices must be submitted immediately, not later than five (5) calendar days after the date of delivery of an invoice.

## **Article 11**

### **Financial security**

- 11.1. Pursuant to point 3.2.2 of the Rules, EUS performed the creditworthiness assessment of the Shipper on the basis of which the Shipper was awarded Category A/B/C rating. Taking into consideration the above rating, the security for the proper fulfilment of this Contract (pursuant to point 3.2.3 of the Rules) was calculated in the amount of [\*\*\*] EUR (in words [\*\*\*] euro). For the avoidance of doubt the EUS has the right to re-calculate the financial guarantee at any time upon change of the Shipper's rating; in such a case the Parties shall adjust the financial security accordingly, in particular (i) the Shipper shall provide additional bank guarantee or amend the provided bank guarantee or adjust the amount of the deposited cash collateral or (ii) EUS shall return the respective part of the deposited cash collateral to the Shipper. This is without prejudice to the right of Eustream to re-calculate the financial guarantee after the publication of the applicable Price decision introducing the tariffs for the planned Gas Interconnection Poland - Slovakia and the obligation of the Shipper to adjust the financial guarantee upon EUS 's notification thereof.
- 11.2. 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 (i) an irrevocable, unconditional bank guarantee in favour of EUS payable on first demand and/or (ii) as a cash collateral, upon

call of EUS issued before the delivery of EUS's notification on adoption of the Positive FID. The deadline for the provision of the financial guarantee is one (1) month after the call is accomplished.

The bank guarantee shall not expire sooner than two (2) 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 Baa3 or equivalent from Standard & Poor's or Fitch. The language of the document is English or Slovak.

Financial guarantee in the form of cash 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 cash collateral shall not be considered as a down payment for transmission services.

- 11.3. EUS is entitled to use the relevant financial guarantee only for the purposes of satisfying its claims towards the Shipper under this Contract. EUS is allowed to use the financial guarantee when Shipper is in delay with any payment under this Contract for at least three (3) calendar days. 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 the performance of the payment to EUS under the financial guarantee according to this Contract.
- EUS shall return the unspent financial resources of the cash collateral without any bank interests to the Shipper not later than two (2) months after the termination of (including withdrawal from) this Contract.

## **Article 12**

### **Dispatching centres**

Dispatching is performed for EUS by:

eustream, a.s., Commercial Dispatching – [com.dispatching@eustream.sk](mailto:com.dispatching@eustream.sk)

Dispatching is performed for the Shipper by:

[\*\*\*]

The Parties will exchange relevant contact details, addresses and responsible persons of Dispatch centres.

## **Article 13**

### **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 14 Balancing**

- 14.1. The provisions on Balancing as defined in the Operational order shall be applied.
- 14.2. At the Interconnection points where it is not possible to allocate the Gas quantities according to the confirmed nominations, the Shipper balancing account shall be agreed between the Parties.

#### **Article 15 Arbitration clause**

- 15.1. 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.
- 15.2. The Parties shall do their best to solve amicably any disagreement or dispute arising between them in connection with this Contract through negotiations.
- 15.3. 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.
- 15.4. 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.
- 15.5. The award shall be final and binding for the Parties.

#### **Article 16 Assignment of Contract, Cession of claims**

- 16.1. Neither Party may assign this Contract, either in whole or partially, to the third party, without prior written consent of the other Party which cannot be unreasonably withheld. A partial assignment of this Contract shall not be permissible in case the resulting contract on access to the Gas transmission network and Gas transmission is not in full compliance with the laws of the Slovak Republic. EUS shall have a right to withdraw consent with the assignment if the creditworthiness of the third party does not match the level of

creditworthiness of the Shipper. Before the assignment is in force, the third party (assignee) shall always be obliged to provide a financial guarantee at the amount and quality equivalent to that of the Shipper.

- 16.2. Neither Party may cede its claims from this Contract to a third party without the other Party's prior written consent.
- 16.3. Written notice/agreement as defined hereinabove must be signed by the authorized representative(s) of the Parties.

## **Article 17**

### **Confidentiality**

- 17.1. All information shared between EUS and the Shipper concerning this Contract is considered as confidential and no Party may reveal such information to third parties without a prior written consent of the other Party. The Party, which was requested to provide a consent to disclosure of confidential information, shall provide the consent in case the reason for disclosure is reasonable and does not, taking into account all relevant circumstances, cause any risk to the requested Party.
- 17.2. The Shipper and EUS are allowed to disclose confidential information concerning this 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.
- 17.3. 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 18**

### **Final stipulations**

- 18.1. 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.
- 18.2. Modifications and amendments of this Contract, if necessary, shall be made in a written form as an amendment. Such amendment must be signed by the Parties under the same procedure as this Contract.
- 18.3. 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 any ineffective or void provision with a new and effective provision achieving the economic results as close as possible to those of the ineffective or void provision.

- 18.4. This Contract was executed in two counterparts in the English language of which each Party receives one counterpart. All counterparts are equally valid in law.
- 18.5. In case of conflict between this Contract and the Operational order, the provisions of the Operational order shall prevail. For the purposes of this Contract it is understood that any change in the wording of the Operational order during the term of validity of this Contract shall be automatically applied to the Contract. The following documents form an integral part of this Contract:
- Annex 1: Operational order of EUS
  - Annex 2: Request for transmission
  - Annex 3: Confirmation on capacity granting
  - Annex 4: Rules of the Binding Open Season Procedure at the Entry/Exit Point Poland-Slovakia
- 18.6. The Shipper hereby confirms that it has become acquainted with the respective provisions of this Contract and the documents pursuant to the above section 18.5 and agrees therewith.

In Bratislava, on \_\_\_\_\_

In \_\_\_\_\_, on \_\_\_\_\_

EUS

Shipper

.....

.....

.....

.....