

# AGREEMENT ON REPORTING OF FUNDAMENTAL DATA OF THE CUSTOMER TO ACER NO. [MISSING DATA TO BE INSERTED]

(hereinafter referred to as the “Agreement”)

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is concluded between the following parties:

## 1) NAFTA Speicher Inzenham GmbH

with registered office: Moos 7, 83135 Schechen, Germany, registered with the Commercial Register of the Local Court (Amtsgericht) of Traunstein

### Represented by:

Juraj Papcun, Managing Director  
Michal Balák, Managing Director

Company Reg. No.: HRB 27687  
VAT Reg. No.: DE 279562925  
Tax Reg. No.: 156/116/02577  
Bank: Deutsche Bank  
SWIFT/BIC/: DEUTDEHHXXX  
IBAN: DE65 2007 0000 0061 4172 00

(hereinafter referred to as “NAFTA” or the “SSO”)

and

## 2) [MISSING DATA TO BE INSERTED]

with registered office: [MISSING DATA TO BE INSERTED], registered with the Commercial Register [MISSING DATA TO BE INSERTED]

### Represented by:

[MISSING DATA TO BE INSERTED]  
[MISSING DATA TO BE INSERTED]

Company Reg. No.: [MISSING DATA TO BE INSERTED]  
VAT Reg. No.: [MISSING DATA TO BE INSERTED]  
Tax Reg. No.: [MISSING DATA TO BE INSERTED]  
Bank: [MISSING DATA TO BE INSERTED]  
SWIFT/BIC/: [MISSING DATA TO BE INSERTED]  
IBAN: [MISSING DATA TO BE INSERTED]

(hereinafter referred to as “[MISSING DATA TO BE INSERTED]” or the “Customer”)

Hereinafter the SSO and the Customer may be referred to individually as the “Party” or together as the “Parties”.

## PREAMBLE

- (a) In accordance with the Regulation (Eu) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (hereinafter referred to as the “**REMIT**”) as amended and Implementing Regulation (EU) No. 1348/2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (hereinafter referred to as the “**Implementing Regulation**”), market participants or Storage System Operators on their behalf are obliged to report fundamental data on the storage usage (hereinafter referred to as the “**Fundamental Data**”) to the Agency for the Cooperation of Energy Regulators (hereinafter referred to as the “**ACER**”).
- (b) ACER has defined the technical and organizational requirements to be fulfilled by third parties reporting on behalf of market participants or Storage System Operators.
- (c) Gas Infrastructure Europe (GIE) AISBL (hereinafter referred to as the “**GIE**”) as Registered Reporting Mechanism fulfils the technical and organizational requirements and SSO has concluded an Agreement for the provision of fundamental data reporting services under REMIT with GIE (hereinafter referred to as the “**Contracted RRM**”) in order to report the Fundamental Data on behalf of the SSO and the SSO’s customers.
- (d) The Parties have concluded Gas Storage Agreement and the Customer wishes the SSO reports the Fundamental Data on his behalf to ACER via Contracted RRM.
- (e) By this agreement, the SSO undertakes to fulfil the above-mentioned Customer’s reporting obligations.

Therefore, the Parties agree on this Agreement:

## 1 SUBJECT OF THE AGREEMENT

- 1.1** Pursuant to this Agreement, the SSO shall provide to its Customer the Service of Reporting of Fundamental Data of the Customer to ACER, based on which The Parties agree that in accordance with the Implementing Regulation, the SSO shall on behalf of the Customer report to ACER the amount of Gas that the Customer as the market participant has stored at the end of the Gas Day in the Storage Facility based on the Gas Storage Agreement (hereinafter referred to as the “**Stored Gas Amount**”).
- 1.2** The Parties agree that the SSO shall also report as the Stored Gas Amount the sum of quantities of Gas held at the end of the Gas Day in all Customer’s Storage Accounts associated with all valid Gas Storage Agreements, i.e. the SSO shall report also Stored Gas Amount from the all Gas Storage Agreements which shall be concluded between the SSO and the Customer in the future, if Parties shall not agree otherwise.
- 1.3** The obligation of the SSO under this point 1 shall be considered as fulfilled by transferring the Stored Gas Amount to Contracted RRM providing the Fundamental Data reporting services to the SSO in accordance with this Agreement. The Customer hereby explicitly appoints the SSO to report the Stored Gas Amount on behalf of the Customer to ACER via Contracted RRM in accordance with this Agreement.
- 1.4** The Parties agree that the fee for services under this Agreement is included in the storage fees under the Gas Storage Agreement(s) concluded between the Parties.

## 2 OBLIGATIONS OF THE SSO AND THE CUSTOMER

- 2.1** The Customer shall deliver the market participant identifier (e.g. ACER code or EIC-X code) to SSO and shall update the information without delay in case of any changes.
- 2.2** The SSO shall inform the Customer by email (including .xml form) of all reports sent to Contracted RRM on behalf of the Customer. The SSO shall forward to the Customer all validation reports received from the Contracted RRM concerning the Customer Stored Gas Amount report.
- 2.3** If the Customer becomes aware of an error in the data, it will notify the SSO and the SSO shall subsequently notify the Contracted RRM without undue delay and Parties will use reasonable efforts to rectify such error and re-submit the relevant correct data.
- 2.4** The SSO shall not be liable for any information directly sent by the Customer to ACER.

## 3 CONTACT PERSONS OF THE SSO AND THE CUSTOMER

- 3.1** The Customer designates the following person to be the Contact Person in relation to the performance of this Agreement:
  - Contact person: [MISSING DATA TO BE INSERTED]
  - Tel: [MISSING DATA TO BE INSERTED]
  - Email: [MISSING DATA TO BE INSERTED]

Outside of business hours (Monday through Friday between 9 AM and 5 PM Central European Time) and for time-critical issues, the Customer designates the following person to be the "Outside Business Hours" contact person, unless the above Contact Person already fulfils this role:

- Contact person: [MISSING DATA TO BE INSERTED]
- Tel: [MISSING DATA TO BE INSERTED]
- Email: [MISSING DATA TO BE INSERTED]

The Customer may at any time amend its own Contact Person(s) by written notice to the SSO.

- 3.2** The SSO designates the following persons to be the Contact Person in relation to the performance of this Agreement (to be contacted first by email):
  - Contact person: Peter Boychev
  - Tel: +421 2 4024 2561
  - Email: [peter.boychev@nafta.sk](mailto:peter.boychev@nafta.sk)

Commercial dispatchers:

- Tel: +421 34 697 4671 (available between 6:00 AM and 6:00 PM)
- Mobile: +421 917 685 044 (redirected to one of the commercial dispatchers)
- Email: [dispatching.inzenham@nafta.sk](mailto:dispatching.inzenham@nafta.sk)  
[commercial.dispatching@nafta.sk](mailto:commercial.dispatching@nafta.sk)

The SSO may at any time amend its own Contact Persons by written notice to the Customer.

## 4 CONFIDENTIALITY

### 4.1 The Parties shall not consider the following information to be confidential:

All information, to the extent required or permitted under, or made in accordance with, the provisions of REMIT, the Implementing Act, and all documents, which mandate reporting and/or retention of such information, and to the extent required in accordance with the terms of this Agreement to fulfil the Customer's report obligation. The SSO and subsequently the Contracted RRM shall be entitled to use such data as deemed required by SSO and by the Contracted RRM to perform the Customer's report obligation.

### 4.2 This confidential information can be disclosed by a Party without the consent of the other Party if required to be disclosed by law, regulation or a court order. The same applies if the confidential information is disclosed to an affiliated company or a lawyer.

### 4.3 Any data or information provided by one Party to the other pursuant to this Agreement shall be used by the receiving Party only for the intended purposes and in connection with this Agreement and for no other purpose without the prior written consent of the disclosing Party.

## 5 LIABILITY

### 5.1 Parties shall, at all times, perform their obligations under this Agreement with reasonable care.

### 5.2 The liability of the SSO under this Agreement shall be limited to direct and proven damages which result from an intentional fault or gross negligence of the SSO. This liability is limited to maximum of 1,000 EUR (one thousand EUR).

### 5.3 Neither Party shall be liable to the other Party for any loss of profit, loss of business, loss of goodwill, or any other indirect incidental, special or consequential damages of any kind arising from a breach of their obligations under this Agreement.

### 5.4 Neither Party shall be entitled to hold the other Party's group companies, officers, employees or contractors liable for any breach by the other Party of the Agreement.

## 6 CIRCUMSTANCES OF FORCE MAJEURE

### 6.1 Circumstances of force majeure, at the time of their duration or at the time of the duration of their consequences, relieve the Parties from performing their contractual obligations. The Party affected by a circumstance of force majeure shall notify the other Party in writing of this circumstance of force majeure without undue delay, stating the length of the period for which the notifying contracting party expects the respective circumstance of force majeure to last. The party whose performance of an obligation under this Agreement is affected by a circumstance of force majeure shall make reasonable efforts to limit the duration of the circumstance of force majeure to as short time as possible and to minimize any negative effects that such circumstance may have on the affected Party.

### 6.2 Force majeure means any event beyond the control of the affected Party and which the Party could not reasonably have avoided or overcome acting in accordance with prudent operating practice and which make it impossible for the Party to perform or procure performance of its obligation under this Agreement. This includes governmental acts and public bans, natural catastrophes, war, Emergency, acts of terrorism, fires and explosions, epidemics and pandemics, lockouts and strikes.

### 6.3 In the case that the circumstance of force majeure lasts for more than seven (7) days, the Parties shall enter into negotiations with a view to reaching a solution acceptable for both Parties.

## 7 TEMPORARY AND CLOSING PROVISIONS

- 7.1** This Agreement shall be valid from the date of its signature by both Parties and effective from [MISSING DATA TO BE INSERTED].
- 7.2** Both Parties may terminate this Agreement at any time by giving written notice to the other Party at the latest one (1) month prior to the requested termination date.
- 7.3** Termination shall not affect rights or obligations accrued at the time of termination. Any provision of this Agreement which by nature is intended to survive termination shall remain binding until such rights or obligations have been satisfied or released.
- 7.4** This Agreement is subject to German law.
- 7.5** Any provision of this Agreement shall be interpreted to be valid and effective pursuant to the applicable legal regulations. However, if any provision is found to be unenforceable, invalid or ineffective under these regulations, the remaining provisions of this Agreement shall remain unaffected. In such instances, the SSO and the Customer agree to replace the unenforceable, invalid, or ineffective provision with a new provision. This new provision shall, to the greatest extent possible, reflect the original intention and purpose of the replaced provision, in accordance with the current rules.
- 7.6** This Agreement is executed in two original copies in English language, with each Party receiving one original. / The Parties agree to sign this Agreement by DocuSign eSignature, which shall be considered as conclusive evidence of their intention to be bound by this Agreement as a manuscript signature would be.

**On behalf of**  
**NAFTA Speicher Inzenham GmbH**

Bratislava/Schechen

On.....

.....  
Juraj Papcun  
Managing Director

On.....

.....  
Michal Balák  
Managing Director

**On behalf of**  
**[MISSING DATA TO BE INSERTED]**

[MISSING DATA TO BE INSERTED]

On.....

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[MISSING DATA TO BE INSERTED]  
[MISSING DATA TO BE INSERTED]

On.....

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[MISSING DATA TO BE INSERTED]  
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