

Podzemno skladište plina d.o.o., Veslačka 2-4, 10000 Zagreb, personal identification number: 82292688592, EIC: 31X-PSP-OSS-HR-D, as storage system operator on one side (hereinafter: Operator)

and

company, \_\_\_\_\_, personal identification number: \_\_\_\_\_ EIC code \_\_\_\_\_, as storage system user on the primary market (hereinafter: User)

have concluded this:

AGREEMENT ON ACCESS TO THE STORAGE SYSTEM  
OPERATOR'S INFORMATION PLATFORM, number \_\_\_\_\_

(hereinafter: Agreement)

The Operator and User jointly hereinafter: Contracting parties.

Agreement on access to the storage system operator's information platform  
Number \_\_\_\_\_

#### Article 1

This Agreement establishes the access rights to the Operator's information platform through which the Contracting parties exchange information required for the provision/use of Operator's services, in accordance with the provisions of the Storage Code (hereinafter: Code).

#### Article 2

- (1) By signing this Agreement, the User confirms that he is familiar with the Code and accepts all of its provisions as well as other applicable laws and acts.
- (2) Before signing this Agreement, the User is obliged to obtain the Operator's approval for trading with Operator's services on the secondary market, which is preceded by a recordation of capacity sale through the IT platform by the service seller who is a user of storage services on the primary market.

#### Article 3

The Operator uses the information system to manage the capacity of the gas storage system (hereinafter: IT platform) which allows the delivery of nominations/renominations of Operator's services, reporting and trading on the secondary market.

#### Article 4

The Operator will ensure access to the IT platform for the User through the website <https://tip.psp.hr/> with the previously allocated user rights on the basis of this Agreement.

#### Article 5

Within two business days after this Agreement is mutually signed, the Operator will award user rights to a natural person (worker/agent) of the User (hereinafter: IT platform user), in accordance with the information stated in Addendum 1 which is an integral part of this Agreement. The Operator, within the aforementioned deadline, will deliver to the "IT platform user" account and password and allow access to the IT platform..

#### Article 6

- 1) The User agrees that the Operator, as part of the non-standard service, reports to ACER about the daily stored gas quantities of the User, according to the provisions of REMIT.
- (2) Non-standard services of accessing the information platform and opening a balance account and maintaining a balance account for a buyer of storage capacity on the secondary market, who does not have a valid gas storage contract, the Operator, as well as the non-standard service from paragraph 1 of this article, will calculate in accordance with the valid Price list of the Operator's non-standard services.

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#### Article 7

In order to access the IT platform, the User is obliged to ensure internet access as well as install a web browser (Mozilla Firefox, Microsoft Edge, Chrome) on the computer used for access.

#### Article 8

In accordance with the Article 17 of the Code the IT platform user is authorized to give a request/approval to the Operator to change the storage operating cycle.

#### Article 9

(1) The user account and password which the Operator assigns to the IT platform user are intended for the sole use by the IT platform user to whom they were assigned, and the IT platform user cannot give them out to third parties nor use them for any other purpose aside from the one for which the user account and password were awarded for on the basis of the provisions of this Agreement. The User is obliged to undertake all necessary actions in order to ensure the use of the IT platform in accordance with its purpose and this Agreement.

(2) Depending on the authorisation from the Addendum 1 of this Agreement the IT platform user has the right to access the IT platform in order to conduct the following activities:

- entry and overview of nominations/renominations of the gas storage system usage,
- overview of available reports,
- advertising supply and demand for stored gas and/or capacities of the gas storage; system on the secondary market,
- trading with stored gas and capacities of the gas storage system on the secondary market,
- e-mail correspondence on behalf of the User.

(3) The User is financially responsible to the Operator for the data which the IT platform user enters through the IT platform.

(4) The Operator bears no responsibility nor is responsible for the damages which can occur to the User by entering data through the IT platform.

#### Article 10

If the User subsequently demands access rights to the IT platform for new IT platform users or requests for the access rights to be revoked from an existing IT platform user, he is obliged to deliver a written request to the Operator.

The User delivers the request with the information about the new IT platform user to the Operator on the form from Addendum 1 of this Agreement.

#### Article 11

In case of fulfilment of the conditions from article 54, paragraph 6 of the Code, this Agreement is automatically terminated, and the IT platform Users lose the right to access the IT platform.

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Article 12

The Operator is obligated to inform the User about any changes to the IT platform which relate to the part used by the IT platform users from this Agreement and if necessary, conduct additional education.

Article 13

The User and IT platform user are jointly and severally liable for unauthorized use of the user account and password, their transfer to third parties or unauthorized provision of data to third parties, which has the consequence of damaging the reputation or causing damage to the Operator or third party who is a participant in the gas market.

Article 14

In order to ensure the payment of obligations under this Agreement, the User will pay a deposit in the amount of \_\_\_\_\_ EUR to the account of the Operator:\_\_\_\_\_

Article 15

The Contracting parties list the following contacts for questions regarding access and use of the IT platform:

**1) Operator's contact person for questions regarding IT platform access:**

\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Mobile phone: \_\_\_\_\_  
Telefax: \_\_\_\_\_  
E-mail: [prodaja@psp.hr](mailto:prodaja@psp.hr)

\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Mobile phone: \_\_\_\_\_  
Telefax: \_\_\_\_\_  
E-mail: [prodaja@psp.hr](mailto:prodaja@psp.hr)

**2) User's contact person for questions regarding IT platform use are defined in the Addendum 1 of the Agreement on access to the storage system operator's information platform \_\_\_\_\_.**

Article 13

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This Agreement shall enter into force on the date of mutual signing of the Contracting Parties and will be in force until the expiry of the gas storage Agreement.

Article 14

This Agreement is drawn up in two (2) originals, of whom each Contracting party receives one (1) copy.

Place and date \_\_\_\_\_ .

Authorized person of the Operator

xxxxxxxxx

\_\_\_\_\_

Authorized person of the User

xxxxxxxxxxx

\_\_\_\_\_