

Translation from the Slovak language

Operating regulations of the operator of the Registry of renewable gases

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1 Introductory provisions

The company SPP – distribúcia, a.s., with registered office Mlynské nivy 44/b, 825 11 Bratislava, Slovak Republic, ID number: 35 910 739, registered in the Business Register maintained by the City Court Bratislava III, Section: Sa, Insert No.: 3481/B (hereinafter referred to as the “Distribution System Operator” or “DSO”) is authorized to carry out gas distribution based on the permit of the Regulatory Office for Network Industries (hereinafter referred to as the “Office”) no. 2006P 0070 – 6th amendment dated 13.6.2022.

These operating regulations of the operator of the Registry of renewable gases (hereinafter referred to as the “Operating Regulations”) incorporate the specific operating conditions of the Registry of renewable gases into the model operating regulations in accordance with Section 45 para. 5 of the Act No. 250/2012 Coll. on regulation in network industries as amended (hereinafter referred to as the “Regulation Act”).

The provisions of these Operating Regulations are binding on account holders in the Registry of renewable gases and are an integral part of the contractual relations of the DSO on activities connected with the issuance and use of guarantees of origin of renewable gas and account holders in the Registry of renewable gases.

The basic obligation of account holders in the Registry of renewable gases is to provide and send complete and correct data to the DSO, wherein they must act with professional care, and properly check the outputs that are sent to the Registry of renewable gases.

These Operating Regulations elaborate in more detail the provisions of the Act No. 309/2009 Coll. on support for renewable energy sources and highly efficient combined production and on the amendment of certain acts as amended (hereinafter referred to as “Act No. 309/2009 Coll.”) in connection with the operation of the Registry of renewable gases.

1.1 Definition of terms

1.1.1 Terms defined for the gas industry in the Act No. 251/2012 Coll. on energy and on amendment of certain acts as amended (hereinafter referred to as the “Energy Act”), Act No. 309/2009 Coll. and in the Market Rules, have the same meaning in these Operating Regulations, unless expressly stated otherwise in these Operating Regulations. In addition to them, for the purposes of these Operating Regulations, the following terms shall mean:

“**Distribution Network**” means the distribution network operated by the DSO,

“**EU ETS**” the European Union Greenhouse Gas Emissions Trading System,

“**ERGaR Hub (ExtraVert Platform)**” clearing centre for the transfer of guarantees of origin of renewable gases between national registries connected to this centre,

“**G-REX**” information system of the Registry of guarantees of origin of renewable gas,

“**MEcon SR**” Ministry of Economy of the Slovak Republic,

“**MEnv SR**” Ministry of the Environment of the Slovak Republic,

“**Downstream Network**” the network of another network operator connected to the Distribution Network on the exit from the Distribution Network,

“**Renewable Gas**” means renewable hydrogen, gaseous fuel produced from biomass, which is biomethane, gaseous fuel produced from biomass, which is biogas, landfill gas, gas from sewage treatment plants, renewable synthetic gas,

“**OKTE, a.s.**” Organizer of the short-term electricity market,

“**RES**” renewable energy source,

“**certificate of biomethane quantity**” a document proving the volume of produced biomethane injected into the Distribution Network,

“**SHMÚ**” the Slovak Hydrometeorological Institute,

“**Technical Conditions**” the technical conditions issued by the DSO according to Section 19 of the Energy Act; the Technical Conditions are published on the DSO website,

“**High-Efficiency Cogeneration**” highly efficient combined generation of electricity and heat (CHP),

“**guarantee of origin**” a document proving that the gas was produced from a renewable energy source,

“**G-REX Contract**” the contract on activities connected with the issuance and use of guarantees of origin of renewable gas.

2. **Contract on activities connected with the issuance and use of guarantees of origin of renewable gas**

- 2.1 The contract on activities connected with the issuance and use of guarantees of origin of renewable gas (also simply the “G-REX contract”) is concluded on the one hand by the DSO and a gas market participant, namely a renewable gas producer or a gas supplier, or a gas consumer who wants to be registered in the Registry of renewable gases G-REX (hereinafter referred to as an “account holder”) on the other side. The subject of the contract is the negotiation of conditions for the creation and maintenance of an account for the account holder and the conditions for provision of services associated with the issuance, transfer, application, recognition, cancellation, auction, and withdrawal of guarantees of origin by the founder and operator of the G-REX Registry, which is the DSO. With the G-REX contract, the account holder undertakes to comply with the conditions specified in this part of the Operating Regulations.

- 2.2 DSO shall establish secure access to the G-REX Registry for the applicant based on the G-REX contract.
- 3. Conditions for concluding a contract on activities connected with the issuance and use of guarantees of origin of renewable gas**
- 3.1 A precondition for the account holder's access to the G-REX Registry is the conclusion of a written G-REX contract and the expression of agreement with the rules of the account holder's user manual in the G-REX Registry.
- 3.2 A specimen model of the G-REX contract is published on the DSO website and contains all mandatory data and a list of annexes that are required in concluding a G-REX contract.
- 3.3 In the case of a new applicant, the applicant is to submit an application for concluding a G-REX contract no later than 30 working days prior to the requested effective date of access to the G-REX Registry.
- 3.4 After receiving an application to conclude the G-REX contract, the DSO shall check the completeness and correctness of the data. In the case of incomplete or incorrect data, the DSO shall return the application to conclude the G-REX contract back to the applicant and call on the applicant to remove the shortcomings. The time from the time of sending the call to supplement the application up to the time of delivery of the amended application to conclude the G-REX contract is not included in the period set in point 3.3.
- 3.5 In the case of a complete application to conclude the G-REX contract, the DSO shall confirm the proposal to conclude the G-REX contract to the applicant no later than 15 working days from the date of receipt of the application and deliver the draft G-REX contract to the applicant in electronic form in PDF format by e-mail to the address indicated in the application to conclude the G-REX contract. The applicant's statutory body, natural person, or authorized person(s), who shall attach a verified power of attorney authorizing him to sign the G-REX contract, shall sign the G-REX contract and send it back to the address of the DSO registered office in quadruplicate. The person authorized to act on behalf of the DSO shall sign the contract and send it back to the applicant in duplicate to the applicant's address.
- 3.6 In the event of a change in the data of an existing account holder that is a legal entity, the account holder shall immediately notify the requested change by e-mail to the DSO address. In the case of a change in the account number in IBAN form, an account holder that is a legal entity shall notify the required change in writing with the signature of the statutory authority of the account holder to the address of the DSO registered office. In the event of a change in the data of an existing account holder that is a natural person, the account holder shall notify each required change in writing with the signature of an authorized natural person to the address of the DSO registered office.
- 3.7 The conditions established in the following part of these operating regulations, as amended, form an integral part of the G-REX contract.
- 3.8 The G-REX contract must be in writing.

4 Basic information on the operation of the Registry of renewable gases

- 4.1 The DSO is the operator of the Registry of renewable gases¹.
- 4.2 The issuance of a guarantee of origin, its transfer, application, or auction are possible only after opening an account in the G-REX Registry. In the case of recognition and transfer of a guarantee of origin from a member state whose registry of renewable gases is not connected to the ERGaR Hub (ExtraVert Platform), the DSO shall establish a special account in the G-REX Registry, from which it will transfer the recognized guarantees of origin to the holder's account.
- 4.3 The renewable gas producer, whose production plant is located in the territory of the Slovak Republic, is obliged, when accessing the G-REX Registry for the first time, to check and verify the data registered by the DSO in the G-REX Registry:
- a) data for multi-factor login to the account (name and surname, e-mail, mobile phone with international area code),
 - b) the name of the manufacturer or the name and surname of a natural person,
 - c) ID number / other identifier or date of birth of a natural person,
 - d) contact details according to the application for the conclusion of the G-REX contract,
 - e) bank connection.
- 4.4 When accessing the G-REX Registry for the first time, the gas supplier, gas customer, or other account holder is obliged to check and verify the data registered by the DSO in the G-REX Registry:
- a) data for multi-factor login to the account (name and surname, e-mail, mobile phone with international area code),
 - b) the name of the organization or the name and surname of a natural person,
 - c) ID number / other identifier or date of birth of a natural person,
 - d) contact details according to the application for the conclusion of the G-REX contract,
 - e) bank connection.
- 4.5 DSO will set up an account in the G-REX Registry for the account holder and assign him a unique identification code.
- 4.6 DSO will set up an account in the G-REX Registry free of charge with the possibility of passive browsing of the Registry by other account holders, in particular the Office, the SHMÚ, the Ministry of Environment of the Slovak Republic, the Ministry of Economy of the Slovak Republic, without the need to conclude a written G-REX contract.
- 4.7 DSO will set up an account free of charge in the G-REX Registry in the biomethane quantity confirmation section with the functionality of cancelling the biomethane quantity

¹ Section 11b par. 1 of Act no. 309/2009 Coll. on support for renewable energy sources and high-efficiency cogeneration

confirmation for the Office without the need to conclude a written G-REX contract. In the same part of the Registry, DSO will set up an account free of charge in the G-REX Registry with the possibility of passive browsing of the OKTE, a.s. registry, without the need to conclude a written G-REX contract.

4.8 If the transferred data specified in points 4.3 or 4.4 subsequently changes, the account holder is obliged to notify the DSO of this change within 15 working days of the change. Otherwise, the DSO may suspend the account holder's access to the G-REX Registry until the data in question is corrected.

4.9 A renewable gas producer is obliged to register in the G-REX Registry every facility for the production of renewable gas in which renewable gas will be produced, for which the producer intends to apply for the issuance of a guarantee of origin, namely by verifying the data recorded in the G-REX Registry and submitting the DSO additional data, in the following scope:

- a) contact details of the renewable gas producer,
- b) account of the organization in the G-REX Registry, for which guarantees of origin of renewable gas will be issued for the relevant production facility,
- c) name of the renewable gas production facility,
- d) address of facility operation and GPS coordinates of facility operation,
- e) designation of the location of the DSO distribution network to which the biomethane production facility is connected and where biomethane is injected into it,
- f) designation of the point of compression of renewable gas if the renewable gas is not injected into the distribution network or a connected distribution network, but is further distributed in pressure vessels,
- g) designation of the location of the downstream distribution network where renewable gas is injected into the downstream distribution network and where the renewable gas is consumed,
- h) information on the classified measuring device and its designation and on the proof of compliance of the measurement of the quantity and quality of renewable gas with the Technical Conditions or with the technical conditions of gas distribution of the connected distribution network,
- i) information on the specified metering equipment and its designation and on the proof of compliance of the measurement of the quantity and quality of renewable gas with the technical conditions of the equipment for compressing renewable gas into pressure vessels,
- j) the date of putting the renewable gas production facility into operation,
- k) information on whether the facility for the production of renewable gas received support from public budgets or European Union funds,
- l) information on whether the renewable gas producer is also a producer of electricity with the right to support with a supplementary payment or surcharge,
- m) the volume of the installed capacity of the renewable gas production facility in MW,

- n) when applying for the conclusion of a G-REX contract and then at 12-month intervals, to submit a document issued by a professionally qualified person for the purpose of verifying the calculation according to Section 14d of Act no. 309/2009 Coll. confirming the production of renewable gas in the production facility with the specification of a specific type of renewable gas according to Section 2 para. 6 letter m) of Act no. 309/2009 Coll., for which a guarantee of origin of renewable gas is to be issued:
1. renewable hydrogen,
 2. gaseous fuel produced from biomass, which is biogas,
 3. gaseous fuel made from biomass, which is biomethane,
 4. landfill gas,
 5. gas from wastewater treatment plants,
 6. renewable synthetic gas, and

the energy source from which the renewable gas was produced,

o) if the renewable gas producer produces gaseous fuel made from biomass, which is biogas, landfill gas, gas from waste water treatment plants and renewable synthetic gas, submits to the DSO credible evidence of the local purposeful use of such gas, replacing the consumption of natural gas, and the demand for its guarantee of origin,

p) when applying for a G-REX contract and then at 12-month intervals, to submit a document by which the manufacturer proves compliance with the criteria of sustainability and saving of greenhouse gas emissions according to Section 19b para. a) of Act no. 309/2009 Coll., if the renewable gas producer demonstrates (declares) the fulfilment of these criteria on the guarantee of origin.

- 4.10 If biomethane is injected into the DSO distribution network, the DSO will ensure the remote transmission of metering data from the specified meter in kWh to the DSO information system in accordance with the Technical Conditions of the DSO from the place where the biomethane is injected into the distribution network.
- 4.11 If renewable gas is injected into the downstream distribution network, where it is also consumed, the renewable gas producer will ensure the remote transmission of measurement data from the designated meter in kWh to the DSO information system in accordance with the DSO Technical Conditions from the location of the downstream distribution network where the renewable gas is injected into the downstream distribution network.
- 4.12 If the renewable gas is not injected into the distribution network or a downstream distribution network, the renewable gas producer shall ensure the remote transmission of metering data from the specified meter in kWh to the DSO information system in accordance with the Technical Conditions of the DSO from the point of compression of the renewable gas if the renewable gas is further distributed in pressure vessels.
- 4.13 In the event of a discrepancy between the data recorded in the G-REX register and the actual state, the renewable gas producer shall immediately correct or supplement the data so that this discrepancy is eliminated.
- 4.14 If the renewable gas producer has confirmed the correctness of the data recorded in the G-REX Registry or eliminated the discrepancy, the DSO shall confirm this data within 30 days and assign a unique identifier to the registered renewable gas production facility and the identifier of the classified measuring device that measures the amount of

renewable gas.

- 4.15 The renewable gas producer, upon request from the DSO, is also obliged to provide the following data:
- a) data on measuring devices,
 - b) data on all auxiliary production operations related to the facility for the production of renewable gas,
 - c) data on the amount of technological self-consumption of renewable gas, if the technological self-consumption of renewable gas is not metered,
 - d) diagram of the renewable gas production facility, including data on location
 - i. of the measuring devices for measuring the consumption of renewable gas in the facility that also produces electricity,
 - ii. of all auxiliary production operations of the given facility for the production of renewable gases,
 - iii. of all measuring devices in operation for the production of renewable gas,
 - e) the method of calculating the net volume of renewable gas production produced in a given renewable gas production facility based on measured data.
- 4.16 In the case of doubts as to the veracity of the data on the renewable gas production facility registered in the G-REX Registry, the DSO shall call on the renewable gas producer to correct or supplement the data within a reasonable period of time, but not more than 30 days. If no clear correction or no clear completion of the data is made within the set period, the DSO may contact the Regulatory Office for Network Industries (RONI) with a request for an investigation. If, based on the result of the RONI investigation, it is proven that the renewable gas producer provided false data about the facility, the DSO shall not confirm the data and shall not assign a unique identifier to the renewable gas production facility or shall withdraw such identifier from the renewable gas producer. If the renewable gas producer has not confirmed the correctness of the data recorded in the G-REX register or has not eliminated the discrepancy, the DSO shall not confirm this data. Without confirmation of the data by the DSO, the renewable gas production facility in which the renewable gas was produced, for which the producer intends to apply for a guarantee of origin, shall not be displayed in the G-REX Registry.
- 4.17 In the event that changes occur and the account holder's data that do not correspond to the data provided, the account holder is obliged to correct or supplement the data in question in the G-REX Registry without delay.

5 Issuing of a guarantee of origin

- 5.1 The account holder of the renewable gas producer requests the DSO by e-mail to issue a guarantee of origin for the monthly period by the 7th working day following the month in which the renewable gas was produced, while notifying the DSO of the amount of renewable gas in kWh for which the account holder requests the issuance of guarantees of origin. In case of propanization of biomethane injected into the DSO network, the biomethane producer shall also announce the amount of added propane in kWh to the injected biomethane, for which the account holder requests the issuance of guarantees of origin.
- 5.2 The amount of renewable gas for which the account holder of the renewable gas producer

requests the issuance of a guarantee of origin must correspond to the data measured by the designated meter remotely transferred to the DSO information system.

- 5.3 If the data on the amount of renewable gas measured by the designated meter and remotely transferred to the DSO information system show a discrepancy with the amount of renewable gas for which the account holder of the renewable gas producer requests the issuance of guarantees of origin, the DSO shall inform the account holder of the renewable gas producer of this fact, who shall check the reasons for the discrepancy and shall send the amended data to the DSO by e-mail within 5 working days.
- 5.4 The renewable gas producer, at the request of the DSO, is obliged to allow the DSO to check the data necessary for issuing and using the guarantee of origin of the renewable gas, including on-site inspection and access to the meters.
- 5.5 The energy quantity of added propane to biomethane, which is notified by the biomethane producer to DSO based on the measured volume, is deducted from the measured energy quantity of biomethane injected into the distribution network of DSO before issuing the guarantee of origin.
- 5.6 The DSO shall issue a guarantee of origin in electronic form through the G-REX Registry, by the 14th working day following the month in which the renewable gas was produced, if the request for issuing guarantees of origin was received by the 7th working day, for each fully supplied MWh of renewable gas for which the account holder requests issuance of a guarantee of origin.
- 5.7 The issuance of the guarantee of origin can be done no later than 12 months from the date of production of renewable gas to which the guarantee of origin applies, starting from the date of assignment of the specified meter to the registered facility for the production of renewable gas in the Slovak Republic in the G-REX Registry.
- 5.8 The issued guarantee of origin is registered on the holder's account in the G-REX Registry.

6 Transfer of a guarantee of origin

- 6.1 The nature of the transfer of a guarantee of origin can be:
- a) transfer of a guarantee of origin from the holder's account in the G-REX Registry of the Slovak Republic to another account within the G-REX Registry of the Slovak Republic,
 - b) transfer of a guarantee of origin to the G-REX Registry of the Slovak Republic from the register of a member state linked to the clearing centre ERGaR Hub (ExtraVert Platform),
 - c) transfer of a guarantee of origin from the G-REX Registry of the Slovak Republic to the register of a member state connected to the clearing centre ERGaR Hub (ExtraVert Platform),
 - d) transfer of a recognized guarantee of origin to and from the register of a member state that is not connected to the clearing centre ERGaR Hub (ExtraVert Platform).
- 6.2 The account holder executes the order to transfer a guarantee of origin according to point 6.1 letter a) and c) in electronic form through the G-REX Registry.
- 6.3 The order to transfer a guarantee of origin according to point 6.1 letter b) is initiated from the registry of the member state connected to the clearing centre ERGaR Hub (ExtraVert Platform).

- 6.4 The account holder makes the order to transfer the guarantee of origin according to point 6.1 letter d) in electronic form by filling out the form available on the DSO website.
- 6.5 The transfer of a guarantee of origin according to point 6.1 letter a) is automated and the account holder is informed of the successful transfer of the guarantee in the G-REX Registry.
- 6.6 The transfer of a guarantee of origin according to point 6.1 letter b) is automated through the fact that the DSO receives a request from the ERGaR Hub (ExtraVert Platform) in the G-REX Registry for the transfer of the guarantee of origin to the holder's account in the G-REX Registry of the Slovak Republic, it performs the necessary validations and informs the ERGaR Hub of the result of processing the request (ExtraVert Platform) and the account holder is informed about the successful transfer of the guarantee in the G-REX Registry.
- 6.7 The transfer of a guarantee of origin according to point 6.1 letter c) is automated, with the DSO transferring the necessary information to the ERGaR Hub (ExtraVert Platform), which subsequently initiates the transfer itself in the target registry, and the account holder in the G-REX Registry of the Slovak Republic is informed about the successful transfer of the guarantee in the G-REX Registry.
- 6.8 The transfer of a guarantee of origin according to point 6.1 letter d) carried out by the account holder by filling out a form accessible on the DSO website, while the DSO will carry out the transfer of the guarantee through a special DSO account manually in cooperation with the account registry of a member state that is not connected to ERGaR Hub (ExtraVert Platform).
- 6.9 The transfer of the guarantee of origin can be carried out no later than 12 months from the date of production of the renewable gas to which the guarantee of origin applies.
- 6.10 The transfer of the guarantee of origin is recorded on the holder's account in the G-REX Registry.

7 Application of a guarantee of origin

- 7.1 The holder of an account in the G-REX Registry, who is a final consumer of renewable gas in the Slovak Republic, applies a guarantee of origin by cancelling it on his account in electronic form through the G-REX Registry.
- 7.2 The holder of an account in the G-REX Registry, who is a final consumer of renewable gas in the Slovak Republic, applies a guarantee of origin by stating the reason for cancellation to the relevant guarantee of origin in his account (application for the EU ETS, application of the share of energy from RES, etc.) .
- 7.3 The holder of an account in the G-REX Registry, which pursuant to Act no. 309/2009 Coll. enters data on manufactured, imported and exported gaseous fuels into the electronic record of fuels in transport in the Slovak Republic operated by the Slovak Hydrometeorological Institute (SHMÚ), declares by the cancelled guarantee of the origin of renewable gas, containing a confirmation of sustainability according to Section 14b of Act no. 309/2009 Coll., the fulfilment of the reference value of mixed sustainable fuels when putting fuels on the market.
- 7.4 The holder of an account in the G-REX Registry applies a guarantee of origin for a

consumer of renewable gas in a member state that does not have an established register of renewable gases by cancelling it in his account in electronic form through the G-REX Registry.

- 7.5 The holder of an account in the G-REX Registry applies a guarantee of origin for a consumer of renewable gas in a member state that does not have an established registry of renewable gases by stating the reason for cancellation to the relevant guarantee of origin on his account (application for the EU ETS, application of the share of energy from OZE etc.).
- 7.6 Any holder of an account in the G-REX Registry has the right to request the application of a guarantee of origin by cancelling the guarantee of origin in his account.
- 7.7 A guarantee of origin can be applied no later than 12 months from the date of production of the renewable gas to which the guarantee of origin relates.
- 7.8 The DSO shall cancel guarantees of origin in accounts in the G-REX Registry after 18 months from the date of renewable gas production.
- 7.9 The DSO confirms applications of guarantees of origin in the G-REX Registry by their cancellation.
- 7.10 Application of a guarantee of origin is recorded in the holder's account in the G-REX Registry.

8 Recognition of a guarantee of origin

- 8.1 A guarantee of origin issued in the Registry of renewable gases guarantees in a member state connected to the ERGaR Hub (ExtraVert Platform) is considered a recognized guarantee of origin if it has been transferred to the account of the account holder registered in the G-REX Registry. This guarantee of origin is kept in the electronic records of the G-REX Registry and is handled according to the provisions of these Operating Regulations.
- 8.2 A recognized guarantee of origin from a member state whose registry of renewable gases is not connected to the ERGaR Hub (ExtraVert Platform) must meet the conditions established by Act no. 309/2009 Coll.
- 8.3 The account holder requests the DSO to recognize the guarantee of origin from a member state whose registry of renewable gases is not connected to the ERGaR Hub (ExtraVert Platform) in electronic form by filling out the form available on the DSO website. The application includes originals or certified copies of documents from which it is possible to verify the data on the guarantee of origin issued in a renewable gas registry that is not connected to the ERGaR Hub (ExtraVert Platform), the recognition of which the applicant is requesting and data on the renewable gas production facility. Documents from abroad must also be accompanied by a translation of the text into the Slovak language, with the exception of a text in English. The DSO informs the account holder of the recognition of the guarantee of origin within 30 days of receiving the request.
- 8.4 In the case of recognition of a guarantee of origin from a member state whose registry of renewable gases is not connected to the ERGaR Hub (ExtraVert Platform), this guarantee of origin is issued by the DSO manually from a special account created by the DSO and transferred to the recipient's account in the G-REX Registry.

- 8.5 Recognition of a guarantee of origin can be done no later than 12 months from the date of production of the renewable gas to which the guarantee of origin applies.

9 Auctions of guarantees of origin

- 9.1 In the case of provision of investment aid or other support from the public support system for renewable gas production facilities, as long as this results from generally binding legal regulations and/or decisions of public authorities, DSO will deduct part of the issued guarantees of origin of renewable gases from the accounts of renewable gas producers to a separate account for guarantees of origin for auctions of guarantees of origin.
- 9.2 The provision of point 9.1 shall not be applied if it concerns the provision of investment aid or other support in the form of a competitive bidding procedure according to a separate regulation².
- 9.3 Only the account holder in the G-REX Registry can participate in the auction.
- 9.4 Details of the auctions of guarantees of origin, if necessary, will be published by the DSO on its website.

10 Withdrawal of a guarantee of origin

- 10.1 The DSO shall immediately withdraw a guarantee of origin in a holder's account if it was erroneously issued or transferred based on the account holder's request or DSO's finding.
- 10.2 The DSO shall withdraw the registration or transfer of a guarantee of origin or the registration of a recognized guarantee of origin, if it is proven that these were done in violation of Act no. 309/2009 Coll. and shall inform the account holder on whose account the guarantee of origin was cancelled.
- 10.3 The account holder is responsible for all and any damages incurred by the DSO or other entity in connection with an incorrectly issued, transferred, applied, or recognized guarantee of origin, if such incorrectness originates from the account holder's activities, including failure to state or wrongly state, send or transfer, knowingly or unknowingly, any data.

11 Specifics of the issuance and application of the biomethane quantity certificate

- 11.1 The holder of an account in the G-REX Registry, who is exclusively a biomethane producer in the Slovak Republic, injecting biomethane into the DSO distribution network, has the right to request the cancellation of the guarantee of origin for injected biomethane in his account for the purpose of issuance of a biomethane quantity certificate. This cancellation purpose is preselected in the G-REX Registry.
- 11.2 On the basis of the cancelled guarantee of origin of biomethane for reason of issuance of

² Commission Regulation (EU) No. 651/2014 of 17 June 2014 on the declaration of certain categories of aid as compatible with the internal market pursuant to Articles 107 and 108 of the Treaty (OJ L 187, 26.6.2014) as amended

a certificate of the quantity of biomethane, the DSO shall, in the section of the Registry for certificates of biomethane quantity, issue to the account holder in the G-REX Registry, who is exclusively a biomethane producer in the Slovak Republic, a certificate of the biomethane quantity according to the number of cancelled guarantees of origin.

- 11.3 The holder of an account in the G-REX Registry, who is exclusively a biomethane producer in the Slovak Republic, injecting biomethane into the DSO distribution network, can transfer the certificate of a biomethane quantity exclusively to the account holder in the G-REX Registry in the section of certificates of biomethane quantity, which is the end consumer of biomethane, which produces electricity at VÚ KVET.
- 11.4 The holder of an account in the G-REX Registry in the section of certificates of biomethane quantity, who is the end consumer of biomethane that produces electricity at a high-efficiency cogeneration plant, proves the consumption of biomethane for the purpose of support according to Section 3a para. 2 of Act no. 309/2009 Coll. by transferring the certificate of biomethane quantity to the account of the Office. The Office shall then cancel the certificate of biomethane quantity if the account holder in the G-REX Registry in the section of the certificates of biomethane quantity, who is the end customer of biomethane that produces electricity at a high-efficiency cogeneration plant, produces electricity from biomethane.

12 Protection of information

- 12.1 The account holder and the DSO must treat information of a commercial, technical, strategic, financial, or otherwise sensitive nature that is not publicly available and is usually considered valuable and confidential, even if it does not have to be explicitly marked as confidential, as confidential information. Disclosure of such information is subject to the prior written consent of the counterparty. For the avoidance of doubt, this confidentiality provision does not prevent the DSO from providing information to Regulatory Office for Network Industries, Ministry of Economy of the Slovak Republic, Ministry of Environment of the Slovak Republic, financial authorities, police, Europol, and other public authorities.

13 Payment and invoicing conditions

- 13.1 The account holder is obliged to pay the DSO a fee for the services defined in these Operating Regulations, the amount of which is determined in the price decision of the Office. In this context, the DSO will invoice the account holder as follows:
- a) An invoice for an aliquot annual fixed payment in accordance with the currently valid price published on the DSO website for the 1st calendar year within 15 working days from signing of the G-REX contract. For each subsequent calendar year of validity of the G-REX contract after the 1st year of validity of the contract, the invoice for the annual fixed payment shall be issued no later than 15 January of the calendar year to which the annual fixed payment applies, the DSO will send the invoice by e-mail and post to the account holder's address specified in the G-REX contract. The due date of the invoice is 14 calendar days from the day it is issued to the account holder in the G-REX Registry. Services associated with guarantees of origin for the 1st

calendar year to which the annual fixed payment applies shall be made available to the account holder within 3 working days after the payment has been credited to the DSO's account.

- b) An invoice based on the tariff for issuing the guarantee of origin and tariffs for the transfer, export or import of the guarantee of origin from/to the G-REX Registry in accordance with the currently valid price published on the DSO website. The DSO shall issue this invoice no later than 15th calendar day of the month following the month in which the guarantee of origin was issued or the import/export, transfer of the guarantee of origin took place. The DSO shall send the invoice by e-mail and mail to the account holder's address specified in the G-REX contract. The due date of the invoice is 14 calendar days from the day it is issued to the account holder in the G-REX Registry.
 - c) An invoice for guarantees of origin, to which the auction participant was entitled based on the result of the auction with guarantees of origin. The DSO shall issue an advance invoice no later than the 15th calendar day from the auction evaluation date. The DSO shall send the advance invoice to the account holder in the G-REX Registry by e-mail to the address of the account holder referred to in the annex to the G-REX contract. The maturity of the advance invoice is 14 calendar days from the day it is issued to the account holder in the G-REX Registry. After payment of the advance invoice, DSO shall issue a billing invoice and send the invoice to the account holder in the G-REX Registry by e-mail to the address of the account holder referred to in the annex to the G-REX contract.
- 13.2 In the case of guarantees of origin from a Member State whose registry of renewable gases is not linked to the ERGaR Hub (ExtraVert Platform), invoicing and payment conditions are determined analogously as with point 13.1 letter a) and b) of this point.
- 13.3 If the due date of an invoice falls on a Saturday, Sunday or non-working day, the due date shall be the next working day. Crediting of the invoiced amount to the DSO's account shall be deemed payment of the invoice.
- 13.4 The billing invoice will be issued in accordance with Act no. 222/2004 Coll. on value added tax.
- 13.5 If the account holder is a foreign entity and is not registered for VAT in the Slovak Republic, or has an operation on the territory of the Slovak Republic that does not have material or personnel equipment, VAT settlement during invoicing shall be governed by the legislation applicable in the European Union or in third countries and the Reverse Charge mechanism will be used.
- 13.6 In the event that there is a change in the tax rate at the time the tax obligation arises, the DSO shall apply VAT to the invoice in the amount determined by the applicable legal regulation at the time the tax obligation arises.
- 13.7 In the event of a recognized complaint by the account holder, the DSO shall issue a corrective invoice. The due date of the corrective invoice in the case where the result of the invoicing is an obligation of the account holder towards the DSO is 14 calendar days from the date of issue. The invoice is sent by e-mail and mail to the account holder's address specified in the G-REX contract. The due date of the invoice in the case where the result of the invoicing is the obligation of the DSO towards the account holder is 14 calendar days from the date of issue. The invoice is sent by e-mail and mail to the account holder's address specified in the G-REX contract. If the due date of the invoice falls on a

Saturday, Sunday, or non-working day, the due date shall be the next working day. Crediting the invoiced amount to the DSO account or the moment the invoiced amount is debited from the DSO account shall be deemed payment of the invoice.

- 13.8 In case of late payment by the account holder, the DSO has the right to suspend the account holder's access to the G-REX Registry and to prevent handling of his account until the full amount due is properly paid.
- 13.9 In the event that the total fees of one account holder for the relevant calendar month exceed € 5000, the DSO has the right to require the account holder to deposit a financial guarantee to the specified DSO account. The deposit must be paid by the account holder to the DSO account on the basis of the request from the DSO. In the demand, the DSO shall specify the deadline by which the funds of the amount specified by the DSO, are to be credited to its account.

14 Complaints

- 14.1 The account holder may complain about the services provided by the DSO regarding the issuance, transfer, application, recognition, withdrawal, or auction of guarantees of origin, without delay, but no later than within 10 working days from the day when the subject of the complaint occurred. The DSO is obliged to comment in writing on the validity of the submitted complaint no later than 30 days after its receipt. Filing a complaint does not have a suspensive effect on the due date of an invoice.
- 14.2 The account holder submits a complaint by e-mail.
- 14.3 The complaint must contain the following basic data:
- a) identification of the complaint submitter,
 - b) the subject of the complaint,
 - c) the claimed period,
 - d) description of the complaint,
 - e) claimed data and its correct value according to the account holder's documents,
 - f) determination of the evidence on which the complaint is based.
- 14.4 The DSO will check whether there was an error on the part of the DSO in the issue, transfer, application, recognition, withdrawal, or auction of guarantees of origin and proceeds as follows:
- a) in the event that the DSO discovers an error, it will notify the affected account holder of this fact within 15 working days of receiving the complaint and at the same time correct the data on the affected account holder's account,
 - b) in the event that the DSO does not detect an error, it shall notify the affected account holder of this fact within 15 working days of receiving the complaint.

15 Common provisions

- 15.1 For the avoidance of doubt, the obligation of the DSO as the operator Registry of renewable gases according to these Operating Regulations is only, on the basis of the data transmitted or submitted, to issue, transfer, exercise, accept or withdraw the guarantee of origin. The DSO is in no way liable for any damage, direct or indirect, if the relevant transferred or submitted data was not correct.
- 15.2 The DSO and the account holder in the G-REX Registry are obliged to inform each other

- of all facts of which they are aware that could lead to damages and to endeavour to avert imminent damages.
- 15.3 If the DSO or the account holder discovers an error in the issuance, transfer, application, recognition, withdrawal of a guarantee of origin, it shall inform the counterparty as soon as possible.
- 15.4 If an error occurs during the issuance, transfer, application, recognition, withdrawal of a guarantee of origin as a result of unauthorized access to the G-REX Registry or its failure, the DSO and the account holder shall cooperate and make reasonable efforts to ensure that, the failure does not result in any unjustified enrichment. In the event of an error, the DSO can adjust the guarantees of origin and their number in the account holder's account.
- 15.5 The price for activities connected with issuing a guarantee of origin or import/export, transfer of guarantees of origin is set in accordance with the currently valid prices published on the DSO website in the following structure:
- a) annual fixed payment for account holders with whom the operator of the DSO G-REX Registry has a G-REX contract,
 - b) tariff for issuing a guarantee of origin by the operator of the DSO G-REX Registry,
 - c) tariff for the transfer/import/export of the guarantee of origin by the operator of the DSO G-REX Registry.
- 15.6 The auction participant who wins an auction shall pay DSO the price for the traded guarantees of origin. The price for traded guarantees of origin is given by the price at which the auction participant won the auction.
- 15.7 The DSO within the G-REX Registry shall evaluate and make available to account holders the following types of reports/overviews:
- a) summary overview of transactions,
 - b) summary overview of transactions by equipment,
 - c) detailed overview of transactions,
 - d) list of account holders in the SR domain,
 - e) results of any auctions.