

**STANDARD**  
**FRAMEWORK AGREEMENT FOR THE USE OF THE LIQUEFIED**  
**NATURAL GAS (LNG) FACILITY**

Agreement number: ....

In Athens today, on ..... of the year ..... by and between the following Contracting Parties:

a) On the one hand, the company under the corporate name "HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A.", with the distinctive title "DESFA", registered in the General Electronic Commercial Registry with number ....., with registered office in ....., with VAT code ....., Tax Office ....., duly represented for the signing of this agreement by ....., resident of ....., (city, country, street name and number) ....., holder of ID card/passport no. ...., issued by ....., with VAT code ....., Tax Office ....., hereinafter referred to as "the Operator", and

b) on the other hand, the company with the name "....." and the distinctive title ".....", registered in the General Electronic Commercial Registry with number ....., with registered office in the municipality of ....., with VAT code ....., Tax Office: ....., duly represented for the execution of this agreement by ..... resident of ....., (city, country, street name and number) ....., holder of ID card/passport no. ...., issued by ....., with TIN/VAT code ....., hereinafter referred to as "LNG User", and jointly as the "Contracting Parties"/"Parties",

and taking into consideration that the other contracting party:

a. is registered in the Users' Registry of the National Natural Gas System (hereinafter NNGS) by virtue of the Regulatory Authority for Energy (hereinafter RAE) decision number ....., and

b. has submitted an Application with protocol number ..... for the conclusion of a Framework Agreement for the Use of the LNG Facility (hereinafter "Application for the conclusion of an LNG Agreement) according to the template in Annex 1 of the Standard LNG Agreement, which has been accepted by the Operator pursuant to the provisions of the Network Code for the Regulation of the National Natural Gas System (hereinafter "Network Code").

Now, therefore, the following have been agreed upon and mutually accepted:

## Article 1. Scope

1. The scope of the Framework Agreement for the Use of the LNG Facility (hereinafter "LNG Agreement" or "Agreement") includes the provision by the Operator to the LNG User of the Standard LNG Service as well as of the other services foreseen in the specific provisions of Chapter [11] of the Network Code (hereinafter "LNG Services").

2. Without prejudice to par. [3], the LNG User shall submit to the Operator an Application for the Usage of an LNG Facility (hereinafter "LNG Application") drafted according to the template in Annex 2 of this Agreement. For the submission of an LNG Application, as well as in order to carry out any action foreseen under this Agreement pursuant to the Network Code and the relevant legislation, the LNG User shall lawfully issue specific authorization to a representative, without limit to the amount of the financial obligations thus undertaken.

Given that the LNG Application fulfills the requirements of the Agreement and the conditions of the relevant provisions of the applicable legislation, it shall be accepted by the Operator (hereinafter "Approved LNG Application"), otherwise it shall be justifiably rejected, and the RAE shall be notified of the rejection.

3. In the case of a LNG Auction, the booking of Gasification Capacity is made through the Operator's LNG Auction Platform within the framework of booking LNG Bundled Capacity.

For its participation in an LNG Auction, the LNG User is obliged to comply with and is bound by the rules and conditions of the LNG Auction procedure defined in Chapter [11] of the Network Code, the NNGS Tariff Regulations, the LNG Auction Manual, the Auction Manual of the LNG Auction Platform, published by the Operator and the terms of this Agreement. With the participation of the LNG User in the LNG Auction, the unconditional acceptance of its terms is presumed.

Upon completion of the LNG Auction and based on its results, the LNG Gasification Capacity is booked in favor of the LNG User that has emerged as the highest bidder, through an LNG Approved Application, and the LNG User is obliged to pay the Operator the corresponding charge according to Article 4, as this charge is specified in the NNGS Tariff Regulations and the NNGS Usage Tariff.

4. Approved LNG Applications shall be revoked only for an important reason and only following an agreement with the Operator, pursuant to the provisions of paragraph 1 of Article 13 of Agreement.
5. The Annexes to this Agreement constitute an integral and indivisible part of this Agreement.
6. Unless otherwise specified, the terms used in the Agreement have the meaning given to them in Law 4001/2011 (hereinafter “Law”), in the Network Code and in the Tariff Regulation of Basic Activities of the National Natural Gas System (hereinafter “Tariff Regulation”).

## **Article 2. Term**

1. This Agreement is concluded for an indefinite term. It shall enter into force on ..... and shall be valid until it is terminated pursuant to the provisions of Article [10] thereof.
2. Without prejudice to the provisions of Article [10] of the LNG Agreement, the start date and end date of the provision of LNG services shall be determined in the relevant Approved LNG Application, also pursuant to the provisions of Article [71] and article [81] of the Network Code, in each case.

## **Article 3. Obligations of the Contracting Parties**

1. The Operator shall provide to the LNG User LNG the Services in accordance with the terms of the Agreement and the data of each Approved LNG Application in the most economical, transparent and direct way, without discrimination between the LNG Users.
2. The LNG User must deliver LNG to the LNG Facility that meets the Natural Gas Quality Specifications stipulated by the Network Code and the applicable legislation and must duly and timely pay to the Operator any financial obligations of any nature arising from the Agreement, the Network Code, and the relevant legislation.
3. It is explicitly agreed that, for the purposes of the Agreement, the Booked Gasification Capacity of the LNG User shall be as determined in the “Approved LNG Application”.
4. It is explicitly agreed that the terms of provision of the Standard LNG Service may be amended when the requirements referred to in Articles [81 et seq.] and [71] of the Network Code are met, subject to the terms and the procedure laid down therein.
5. It is explicitly agreed that any matter that is not regulated by this Agreement shall be governed by the Network Code and the relevant legislation.

## **Article 4. Pricing and Payments**

**1.** The LNG User must pay a monthly fee to the Operator (hereinafter “Fee”) for the provision of the services agreed in the Agreement and each Approved LNG Application by the latter. The Fee is calculated and invoiced pursuant to the provisions of the Network Code, the Tariff Regulation, the Usage Tariff of the NNGS and the relevant delegated acts. It is explicitly agreed that the LNG User shall incur any tax, duty, or other relative charge to the aforementioned Fee, as may be imposed in accordance with the applicable legislation. The Operator shall pay monthly to the LNG User the amount of charges, due to it’s pursuant to the provisions of the Network Code, the NNGS Tariff Regulation, the NNGS Usage Tariff and the relevant delegated acts.

**2.** The LNG User acknowledges that the Operator’s Fee is fair and reasonable, proportionate to the services provided, and not subject to restrictions, terms, conditions and reservations, offsetting, or any reductions, save as otherwise stipulated by the applicable legislation.

**3.** The LNG User shall be invoiced monthly. The relevant settlement shall be made as defined in the Tariff Regulation of NNGS and the NNGS Usage Tariff. The invoice for each calendar month shall be issued and sent by the Operator by the twentieth (20<sup>th</sup>) calendar day of the following calendar month. It is explicitly agreed that the Contracting Parties shall fulfill their financial obligations towards each other, as these are specified in each monthly invoice, by the Due Date. The Due Date for each invoice shall be the tenth (10<sup>th</sup>) business day from the day on which the invoice was received by its recipient.

**4.** The invoice shall state in detail at least the following, in relation to the relevant calendar month:

a) The LNG User’s financial obligations towards the Operator, as follows:

The Operator’s Fee that is payable by the LNG User, and:

- (i) Separately, every charge stipulated by the Agreement or by the provisions of the Network Code, the Tariff Regulation of NNGS and the NNGS Usage Tariff.
- (ii) Any other debt due by the LNG User arising from the Agreement and by the applicable legislation.
- (iii) The sum of any taxes, duties or other charges that may be incurred by the LNG User in accordance with the applicable legislation.
- (iv) The total amount that is due by the LNG User.

b) The Operator’s financial obligations to the LNG User, as follows:

- (i) Credits arising from the Agreement and in accordance with the applicable legislation.
- (ii) Any other debt due by Operator to the LNG User arising from the Agreement and in accordance with the applicable legislation.
- (iii) Any taxes, duties or other charges that may be incurred by the Operator in accordance with the applicable legislation.
- (iv) The total amount that is due by the Operator.

**5.** If the LNG User does not pay the total amount due on the Due Date, such amount shall become due and payable. In such a case:

a) in addition to the due amount, the LNG User shall be charged with default interest calculated from the day after the Due Date at the default rate as is determined by the Bank of Greece, until the full payment of the amount due.

b) the Operator shall notify the LNG User by any appropriate means that, if the payable amount is not fully and duly paid within three (3) business days from the aforementioned notification, the Operator’s obligation to provide the services agreed by virtue of this Agreement and any

Approved Application shall be suspended from the day after above deadline has elapsed and until full and due payment, without need of any further notification of the LNG User and without any obligation on the part of the Operator to pay any indemnity for the cessation of the provision of the aforementioned services for this reason.

c) the Operator may terminate the Agreement in accordance with Article [10] of the Agreement; and

d) other consequences provided for by the applicable legislation shall apply.

6. It is explicitly agreed that, if the LNG User disputes the amount of the financial obligations referred to in paragraph [4(a)] or [4(b)], these amounts shall be payable despite any referral of the dispute to amicable settlement, arbitration or litigation as stipulated by Article [12] of the LNG Agreement. Any unduly paid or non-credited amounts shall be paid with interest, in accordance with the default rate as determined by the Bank of Greece.

## **Article 5. Measurements and Tests**

Any issue relating to:

a) the process and method of measurement of LNG quantity and quality which is delivered to or stored at the LNG Facility,

b) the access process of the LNG User to the measuring devices, and

c) the settlement of disputes between the Parties regarding measurements, shall be governed by the relevant provisions of the Network Code and the Measurement Regulation of the NNGS.

## **Article 6. Liability of the Contracting Parties**

1. Without prejudice to paragraph [4] of this Article and any other specific provisions of the Network Code, the Contracting Parties are restrictively obliged to compensate for actual pecuniary losses due to willful breach of any obligations as per present Agreement, as specified in the following paragraphs of this Article. The Parties are not liable for compensation in case of consequential damages.

2. The Operator must compensate for any incidental damages incurred by the LNG User as a result of willful breach or willful defective performance of the Operator's obligations that arise from the Agreement, pursuant to the specific provisions of this Article and mainly:

a) causing the loss of LNG, except in the cases foreseen in Article [80] of the Network Code,

b) damages caused during the reception of LNG by a vessel owned or chartered by the LNG User at the LNG Facility (arms connecting a vessel to a terminal).

3. The LNG User must compensate for any incidental damages incurred towards the Operator, the Operator's facilities or third parties whom the Operator must compensate during the fulfillment of its obligations arising from or related mainly to:

a) the collision of an LNG vessel owned or chartered by the LNG User at the Operator's LNG terminal facilities,

b) environmental pollution caused by an LNG vessel owned or chartered by the LNG User.

If the LNG User does not own or did not charter the LNG vessel, then the LNG User and the vessel's owner or charterer/operator shall cumulatively assume liability for the compensation of the Operator for damages caused by a collision of the LNG vessel or environmental pollution, as applicable.

4. Without prejudice to cases where it is proven that the Contracting Parties and/or their agents acted fraudulently or grossly negligently, it is expressly agreed that the total liability sum to be borne by the Parties for the willful failure to perform or for defective performance of their obligations arising from this Agreement, including the agent's fault liability under Article 334 and the tort liability as per Articles 914, 922 and 932 of the Greek Civil Code, may not exceed annually the amount of one million (€1,000,000) Euro (Annual Compensation Limit of the LNG Agreement).

5. In order for an LNG User to substantiate a claim for compensation from the Operator, as defined in the previous paragraphs, the User shall submit to the Operator a written request for the provision of detailed information and evidence. The information and the evidence required must be specifically defined and be directly related to the claim and their provision must not be contrary to the Operator's obligations of confidentiality arising from the applicable legislation. In this request, the LNG User must also provide detailed information, especially with regard to the following:

- A) the nature of the loss and the date on which it occurred,
- B) the quantification of the direct material damage that the LNG User invokes,
- C) analysis and documentation of the costs and expenses incurred to restore direct damages to property, for which the User is entitled to be compensated from by the Operator.

6. The Operator must provide the LNG User the requested evidence within a period no longer than thirty (30) days from the submission of the relevant request by the LNG User as per the previous paragraph.

## **Article 7. Force Majeure**

1. "Force Majeure" shall mean any unforeseen and extraordinary situation or event beyond the effect and control of the Contracting Parties which could not have been avoided even if the parties had demonstrated extreme caution and diligence, as expected from a reasonable and prudent contracting party, and would prevent either Contracting Party to fulfill its contractual obligations, per the terms of the Agreement. It is agreed that Force Majeure may indicatively include: natural disasters, strikes, lockouts, actions of the Government or any Governmental Authority, war, rebellions, riots, land subsidence, wildfires, floods, earthquakes, explosions, rupture or accidents in any NNGS facilities or equipment necessary for the provision of the LNG Services under Article [1] of the Agreement, whose degree and extent renders the provisions of such services impossible.

2. More specifically, it is expressly agreed that Force Majeure events shall not include the events and incidents that fall within the scope of Chapter [10] of the Network Code. In these cases, the special provisions of Chapter [10] of the Network Code shall apply and not the provisions of this Article.

3. In case of a Force Majeure event, the Contracting Parties shall comply with the specific provisions of the Network Code.

## **Article 8. Guarantees**

1. The LNG User must provide the Operator with a guarantee for the performance of its obligations towards the Operator, as these arise from the Agreement, including the obligation to pay any charges arising from the Agreement. This guarantee shall be provided pursuant to the more specific provisions of Chapter [3<sup>A</sup>] of the Network Code and the Agreement.

2. The LNG User may choose the way to perform the obligation for the provision of a guarantee, provided that the provisions of Article [21B] of the Network Code are met and according to the following paragraphs.

3. The LNG User may choose one or a combination of the following forms of guarantee:
  - A) Deposit or transfer of cash to a bank account owned by the Operator exclusively for this purpose (Guarantee Cash Amount). The Guarantee Cash Amount shall be considered in calculating the User's Net Position from the day it has been credited to the Operator's account, pursuant to the provisions of Article [21<sup>E</sup>] of the Network Code.
  - B) Bank Letter of Guarantee (Letter of Guarantee) In such a case, the Letter of Guarantee must be issued by a Bank or Credit Institution legally operating in a Member State of the European Union or the European Free Trade Association and its content must comply with the template in Annex [3] and/or Annex [4] of the Agreement or their exact translation in the English language. The Letter of Guarantee shall be irrevocable, having indefinite and/or of definite term and shall contain a waiver from the rights of division and excussion and the rights stipulated in Articles [853], [855 et seq.], [856], [867] and [868] of the Greek Civil Code, as appropriate. The Letter of Guarantee to be provided shall be considered in calculating the User's Net Position, pursuant to the provisions of Article [21<sup>E</sup>] of the Network Code.
4. The amount of the guarantee that the LNG User must provide proportionally to the Gasification Capacity booked by virtue of an Approved LNG Application shall be calculated as follows:
  - A) If the term of the Approved LNG Application is equal to or longer than three hundred and sixty-five (365) consecutive days, the amount of the guarantee shall be equal to thirty per cent (30 %) of the annual capacity charge corresponding to the Gasification Capacity booked by the LNG User by virtue of the Approved LNG Application, as this charge has been calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.
  - B) If the term of the Approved LNG Application is shorter than three hundred and sixty-five (365) consecutive days, the amount of the guarantee shall be equal to fifty per cent (50 %) of the annual capacity charge corresponding to the Gasification Capacity booked by the LNG User by virtue of the Approved LNG Application, as this charge has been calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.
5. In the event that an LNG User participates in an LNG Auction, in accordance with the more specific provisions of Chapter [11] of the Code, the following shall apply:
  - A) For its participation in the LNG Auction, the LNG User must provide a guarantee, in accordance with the provisions of article [21<sup>Θ</sup>] of the Network Code, and
  - (B) The guarantee corresponding to the LNG Gasification Capacity booked by the User through the LNG Auction, is calculated in accordance with the provisions of article [211] of the Network Code.
6. If, during the term of an Approved LNG Application and pursuant to the provisions of the Network Code, the Gasification Capacity booked by the LNG User under the Approved LNG Application changes, the amount of the guarantee for booking Gasification Capacity shall be adjusted as follows:
  - A) In the case of an increase in the Gasification Capacity booked by the LNG User: The Operator shall calculate the amount of the guarantee based on the Gasification Capacity booked by the LNG User resulting from the change. Without prejudice to case (C) below, the adjusted amount of the guarantee for booking the Gasification Capacity shall be considered in calculating the Minimum LNG User Guarantee Limit on the Day the change took place.
  - B) In case of a decrease in the Gasification Capacity booked by the LNG user: The Operator shall calculate the amount of the guarantee based on the Gasification Capacity booked by the LNG User resulting from the change. The adjusted amount of the guarantee shall be taken into account in calculating the Minimum User Guarantee Limit on the following

business Day from the Date of payment in full by the LNG User of any amount due to the Operator, according to the invoice for the Month during which the change took place.

C) In the case of consecutive variations in the Gasification Capacity booked by the LNG User: The Operator shall calculate the amount of the guarantee based on the LNG User's Gasification Capacity resulting from any change. If the adjusted amount of the guarantee for booking Gasification Capacity is higher than any previous guarantee during the Month in which the change took place, the adjusted amount of the guarantee shall be taken into account in calculating the Minimum LNG User Guarantee Limit from the Day on which the change took place. Should this not be the case, the adjusted amount of the guarantee for booking Gasification Capacity shall be taken into account in calculating the Minimum User Guarantee Limit on the following Business day from the Date of payment in full by the LNG User of any amount due to the Operator, according to the invoice for the Month during which the change took place.

**7.** Without prejudice to the provisions of paragraphs [9], [10] and [11] of this Article, provided that:

A) The LNG User's Net Position for Day (d) is positive, and

B) All overdue debts of the LNG User arising from the Agreement until Day (d) have been paid in full, and

C) The LNG User has requested it,

the Operator must reimburse, without interest, part of the total guarantee up to an amount that equals the User Net Position of the LNG User on Day (d) minus the part of the guarantee which corresponds to the booking of capacity by the LNG User following the publication of the User Net Position for the Day (d), pursuant to case (B) of paragraph 1 of Article [21<sup>F</sup>] of the Network Code, and until the time the request was submitted. From the time of the submission of the request and onward, the part of the guarantee that is to be returned shall not be taken into account in calculating the adequacy of the available guarantees for capacity booking pursuant to Article [21<sup>F</sup>] of the Network Code.

**8.** The Operator shall return the part of the guarantee to the requesting LNG User with the following process:

A) The application for the return of the part of the guarantee for Day (d) shall be submitted following the publication of the User Net Position for Day (d) and before the publication of the User Net Position for Day (d+1).

B) Within five (5) business Days from Day (d), the Operator shall return to the LNG User, without interest, the Guarantee Cash Amount that has been deposited to the Operator's account and has been calculated according to paragraph [7]. If the part of the guarantee that the LNG User requests to be returned to him is higher than the amount that is calculated according to paragraph [7], the Operator shall return to the LNG User the amount that is calculated according to paragraph [7].

C) If, following case (B) above, there is a remaining part of the guarantee to be returned to the LNG User, the Operator, within ten (10) business Days from Day (d), shall proceed to the relevant reduction of the Letter of Guarantee that was provided by the LNG User and according to the Letter's terms.

**9.** If the LNG User's Net Position on Day (d) and on Day (y), which is determined to be the following business day after Day (d), is negative, pursuant to Articles [21<sup>D</sup>] and [21<sup>E</sup>] of the Network Code, the Operator shall cease, as of Day (y+1), to provide the services agreed on by virtue of the Agreement and of any Approved Application that is valid on Day (y+1), without further notification of the LNG User and without any obligation to pay any indemnity for the cessation of the provision of the above-mentioned services for this reason. If the LNG User provides the required guarantee, pursuant to the provisions of Article [21<sup>E</sup>] of the Network

Code, so that the User's Net Position is at least zero on Day (y+1), the Operator shall resume the provision of services to the User from Day (y+2). If the LNG User provides the required guarantee, pursuant to the provisions of Article [21<sup>E</sup>] of the Network Code, so that the User's Net Position is at least zero on Day (y+2), the Operator shall resume the provision of services to the Transmission User from Day (y+3). The non-provision by the User of the required guarantee within the aforementioned deadlines shall automatically constitute a reason for the termination of the Agreement pursuant to Article [10] of the Agreement.

**10.** Without prejudice to the other rights of the Operator, as these are defined in the Agreement, the Network Code and the Law, if the LNG User breaches any of the Agreement's contractual terms, the Operator, in order to ensure its interest and claims, may cumulatively and at its sole discretion:

- A) Retain, in whole or in part, the Guarantee Cash Amount that has been deposited by the LNG User to the Operator's bank account, and
- B) Request the forfeiture, in whole or in part, of the Letter of Guarantee according to its more specific terms,

without any obligation from the Operator side to determine or substantiate the reasons for which it retained the Guarantee Cash Amount and/or requested the forfeiture of the Letter of Guarantee.

**11.** In case the Letter of Guarantee is forfeited and/or the Guarantee Cash Amount is retained by the Operator and if the forfeiture of the Letter of Guarantee or/and the retention of the Guarantee Cash Amount results in the LNG User's Net Position becoming negative, the LNG User must, on the Day after the Operator's relevant notice, deposit a new Guarantee Cash Amount, so that the LNG User's Net Position may become at least zero, pursuant to the provisions of Article [21<sup>E</sup>] of the Network Code. If, after having received the Operator's notice, the LNG User's Net Position remains negative, for this reason, the Operator shall cease to provide the services that have been agreed by virtue of the Agreement and any Approved Application that is valid at that time. Breach of this obligation by the LNG User shall form serious grounds for termination of the Agreement by the Operator in accordance with Article [10] hereof.

**12.** It is explicitly agreed that the Operator shall bear no responsibility for the compensation of any damages suffered by the LNG User or a third party (incidental or consequential, financial or of any other form, present or future) by the cessation of the provision of the services agreed by means of the Agreement and every Approved Application for the reasons defined in the Agreement and the provisions of the relevant legislation.

**13.** If the Agreement is terminated or resolved for any reason and until the full payment by the LNG User to the Operator of the total of the arrears arising from this Agreement, the LNG User may not submit a new Application for the conclusion of an LNG Agreement.

## **Article 9. Substitution**

Without prejudice to any specific provision, neither Contracting Party may be substituted in their rights and obligations arising from the Agreement, without the prior written consent of the other Contracting Party. The Contracting Party that wishes to be substituted (the substitution beneficiary) by a third person shall notify the other Contracting Party of its intention, supplying all necessary business and technical information on the third person and submitting at the same time an explicit and unreserved declaration by the third person addressed to the other Contracting Party stating that the third person will take over all rights (transfer of claims) and obligations (assumption of debt) of the substitution beneficiary arising from Agreement. Within a deadline of fifteen (15) days, the Opposite Party shall promptly notify the substitution beneficiary, in writing, regarding the acceptance or rejection of the substitution suggested. Until the provision of the required guarantees by the third persons pursuant to Article 8 of this

Agreement, the substitution shall have no legal effect. Rejection of the request for substitution or expiry of the above deadline ineffectively shall entail rejection of the substitution and shall constitute serious grounds for either Contracting Party to terminate the Agreement, pursuant to the provisions of Article [10] hereof.

## **Article 10. Contract Termination – Notice of termination**

1. In case of either Contracting Party's dissolution, bankruptcy, liquidation, situation of mandatory administration, situation of cessation of payment as well as in case of revocation or annulment of the Transmission User's registration in the NNGS User Registry, revocation of incorporation license or any other license required for the lawful exercise of either Contracting Party's activities, the Agreement shall be terminated automatically from the date when the Operator has received written notification of any of the events mentioned above. The Agreement shall be automatically terminated in case of Force Majeure lasting for a period of over six (6) months, unless otherwise agreed by the Contracting Parties.
2. The Contracting Parties may mutually agree the termination of the Agreement at any time, subject to the settlement of any pending matters between them.
3. Without prejudice to more specific cases of termination foreseen in this Agreement, either of the Contracting Parties may terminate the Agreement at any time, provided that there is not any valid Approved Application in force.
4. Notice of termination shall be made in writing and shall become effective on its due service delivery to the other Contracting Party. Upon due service of the notice of termination of the Agreement, the Operator shall cease to provide to the LNG User the services described in Article [1] above and all mutual financial claims of any nature the Contracting Parties shall become automatically due and payable.

## **Article 11. Confidentiality Obligations**

1. The Contracting Parties already acknowledge and are bound by the confidential nature:
  - a) of all documents and data communicated or to be communicated to them during the agreement's duration, which are related to the Agreement and its execution, and
  - b) of the information exchanged in the performance of the Agreement, and they undertake the obligation to use such documents, data and information only for the purposes of the Agreement and refrain from disclosing them in part or in whole to third parties. Confidential information is not considered to be any general information relating to the operation of the NNGS and its Users or third parties, information about historical data and statistics, as well as any other information that has been legally published or characterized by the applicable provisions as public.

The Operator is bound, in any case, by the confidentiality obligations of articles 62 par. 5 and 66 of Law 4001/2011.

2. The Contracting Parties guarantee and shall take any measure for imposing the above duties of fidelity, confidentiality, and protection of the professional or trade secrecy on their employees and all sorts of associates, as well as the related companies of the Contracting Parties, and their employees and all sorts of associates.
3. The above obligations shall be binding upon the Contracting Parties during the term of the Agreement as well as after its termination in any way whatsoever.

## **Article 12. Applicable Law - Settlement of Disputes - Jurisdiction**

1. This Agreement shall be governed by Greek Law and any dispute arising from or in connection with its performance or interpretation shall be resolved in accordance with the applicable Greek legislation.
2. Any term of the Agreement that is contrary to the Law or the Network Code or relevant delegated acts shall be automatically void. Invalidity of any term shall not entail invalidity of the Agreement as a whole.
3. The Contracting Parties undertake the obligation to make any possible effort for the amicable settlement of disputes arising during the execution of the Agreement. To this end, either Contracting Party may invite the other Party to amicably settle a dispute. Within three (3) business days from the proved delivery of the invitation to the Contracting Party it is addressed to, the Contracting Parties shall appoint and notify each other of their representatives to the settlement and shall negotiate in good faith and in line with commercial practice to settle the dispute. The settlement process shall be completed within thirty (30) days from the invitation for amicable settlement; the outcome of this negotiation shall be binding upon the Contracting Parties.
4. If the dispute cannot be settled amicably, the Contracting Parties may refer it to arbitration, in accordance with the provisions of the Civil Procedure Code or Article [37] of the Law. In particular, in case of a dispute relating to measurements and as long as such dispute has not been settled amicably, as per paragraph [3] hereof, it is hereafter agreed that the dispute shall be referred to a mutually accepted expert, in accordance with the procedure described in the "NNGS Measurements Regulation".
5. If the dispute cannot be resolved following the procedure described in paragraphs [3] and [4] above, the Courts of Athens shall be competent to resolve any dispute arising from the Agreement.

## **Article 13. Amendments to the Agreement**

1. Without prejudice to the following paragraph and the cases stipulated by the Network Code, for any amendment to the LNG Agreement and any Approved LNG Application, a written agreement between the Contracting Parties is required, while any other means of proof shall be excluded.
2. In case of amendment to the terms hereof due to a revision of the applicable legislation, the Contracting Parties acknowledge that the Agreement shall be thereafter governed by the new regulatory framework and shall draft a new contract within an exclusive deadline of two (2) months or within such a deadline as may be stipulated in the new provisions. If this paragraph applies, the LNG User shall retain the right to terminate the Agreement at no cost within the time limit referred to in the previous subparagraph, upon prior due of all debts to the Operator. If the deadline for the readjustment of the Agreement elapses without action and the Agreement has not been terminated by the LNG User within such deadline, as above, the Operator reserves the right to terminate the Agreement within ten (10) days from expiration of the time limit, without incurring any liability.

## **Article 14. Privacy Policy and against bribery and corruption**

1. The Parties shall process the personal data (hereinafter referred to as "Personal Data") exchanged under this Agreement in accordance with the provisions of applicable legislation and today those of Regulation 2016/679/EU (hereinafter "General Regulation")

Personal Data in the possession of the Parties shall be the subject of processing within the meaning of the General Regulation to the extent necessary for the performance of the

Agreement. They are not transmitted, disclosed or communicated to third parties, nor are they subject to any other processing for purposes other than the execution of the Agreement, except in cases of legal obligation or explicit consent of the Data Subject.

The Data Subject has all the rights provided for in the provisions in force and now in Articles 12-23 of the General Regulation, especially the right to access them, and is obliged to update them and to notify the other Party of any change without delay.

The Operator in particular, in order to fulfill its obligations under this Agreement, shall process, that is collect, store and use, personal data in accordance with the General Regulation and its personal data protection policy. More information can be found on the Operator's website at <https://www.desfa.gr/regulatory-framework/compliance/prostasia-prosopikwn-dedomenwn>.

2. The LNG User declares that it is aware and accepts to comply with the policies of DESFA against bribery and corruption as posted on its website ([www.desfa.gr](http://www.desfa.gr)).

With regard to the rights and obligations hereunder, the LNG User agrees:

A) Not to give or promise money, commissions, fees or other benefits to managers, employees or associates of the Operator and/or its subsidiaries, including gifts, entertainment, travel or any other kind of benefits, including non-monetary, except for those that are allowed by the Code of Ethics of DESFA as posted on its website ([www.desfa.gr](http://www.desfa.gr)),

B) To immediately notify the Operator about any request or requirement or any attempt related to the aforementioned, regardless of assessment or interpretation of compliance with the Code of Ethics of DESFA, and

C) To avoid the performance of contracts directly with the staff of the Operator or with any of the members of their family or with affiliated companies.

The notifications referred to in paragraph B above, are sent by the LNG Users by e-mail to the address [management-office@desfa.gr](mailto:management-office@desfa.gr)

## **Article 15. Final Provisions**

1. Both Contracting Parties declare that they are aware of and accept without any reservation the provisions of the Law, the Network Code, and the applicable legislation. The Contracting Parties declare that the Agreement shall be fully binding in all of its terms and Annexes, all of which the Contracting Parties acknowledge to be essential.

2. Pursuant to paragraph 4 of Article 109 of the Network Code, access to and use of the Electronic Information System shall be governed by the terms and conditions determined and amended, if required, by the Operator, which shall be notified to the LNG User and shall be accepted before access to and use of the Electronic Information System. The terms and conditions for access to and use of the Electronic Information System, are binding for both the LNG User and the Operator, must be read together and complement to the legal provisions and the terms and agreements that govern the contractual relationship between the LNG User and the Operator. The LNG User may become aware of the terms and conditions for the access to and use of the Electronic Information System, as applicable, whenever is requested.

3. The Contracting Parties hereby undertake to act in good faith when performing of their obligations arising from the Agreement and to take all the necessary steps to implement it.

4. If either Contracting Party doesn't exercise by either Contracting Party of any of the rights granted under the Agreement it shall in no case be construed as a waiver of such right, and the relevant Contracting Party may at any time demand fulfillment of the contractual terms.

5. It is explicitly agreed that, if any of the terms of the Agreement becomes null for any reason, the nullity of such term shall not cause the nullity of the Agreement in its entirety; however, the Parties must amend the Agreement within the deadline of paragraph [2] of Article [13]

hereof, in order to ensure that the above term is compliant with the provisions of mandatory law to which such term is contrary.

6. All notices or communications of documents relating to the Agreement during the contractual term and after termination of the Agreement in any way shall be made at the communicated addresses and to the representatives of the Contracting Parties, as stated in the preamble of the Agreement. In case of change of the address of either Contracting Party, the latter shall communicate such change of address to the other party, otherwise all notices or communications relating to the Agreement shall be made validly at the relevant Contracting Party's address as stated in the preamble of the Agreement. In case of absence or replacement of a Contracting Party's legal representative, the relevant Contracting Party shall notify the other party of the representative's replacement.

In witness hereof, this Agreement together with the above annexes was prepared in three (3) copies, its contents were read and attested, and signed as follows, each party received one copy, and one copy shall be legally and timely communicated to the competent Tax Office.

<b>THE CONTRACTING PARTIES</b>	
<p><b>For the Operator</b></p> <p>Société Anonyme under the trade name                      "HELLENIC GAS TRANSMISSION SYSTEM                      OPERATOR S.A."</p> <p>The legal representative,                      .....                      .....                      (corporate seal)</p>	<p><b>For the LNG User</b></p> <p>"....."</p> <p>The legal representative,                      .....                      .....                      (corporate seal)</p>

**ANNEX 1**  
**APPLICATION FOR THE CONCLUSION OF AN LNG FACILITY**  
**USAGE FRAMEWORK AGREEMENT**

**APPLICATION FOR THE**  
**CONCLUSION OF AN LNG**  
**FACILITY USAGE**  
**FRAMEWORK AGREEMENT**

**TO THE NNGS OPERATOR**

Of .....

.....

registered office .....

at (street) .....

Number .....

VAT code .....

Tax Office .....

EIC Code .....

being represented for the submission

hereof pursuant to

.....

.....

by

.....

resident of .....

Identity Card/Passport Number

.....

issued by .....

on .....

TIN/VAT code .....

Contact numbers:

.....

.....

Fax .....

E-mail .....

(Location) .....

(Date) .....

Having regard to the provisions of Law 4001/2011 (Government Gazette, Series I, No 179, hereinafter called the Law), the NNGS Network Code and RAE decision no. .... on the approval of the Standard Framework Agreement on the Use of Liquefied Natural Gas (LNG) Facility, I hereby:

A. Declare that the company I represent has the right to access the National Natural Gas System in accordance with the applicable provisions, and

B. Request to enter into an Agreement for the Use of a Liquefied Natural Gas (LNG) Facility.

To this end, the following documents and information are attached hereto:

1. ....
2. ....
3. ....
4. ....
5. ....
6. ....

Sincerely,

.....

.....

*(Full name, title,*  
*signature and stamp)*

## ANNEX 1A

# DOCUMENTS SUBMITTED WITH THE APPLICATION FOR AN LNG FACILITY USAGE FRAMEWORK AGREEMENT

### I. Legalization Documents

The applicant User must submit along with his application the following legalization documents in hardcopy and electronic form, as the case may be:

1. Copy of the Articles of Association of the applicant User (with all the amendments after the incorporation or since the last codification), legally certified by the competent supervising authority and in the case of domestic companies the General Commercial Register (GEMI).

2. Certificate (issued within 30 days before the submission of the Application), issued by the General Commercial Register (GEMI) or the competent supervising authority, in case the registered office of the applicant User is in a foreign country, by virtue of which the following must be certified:

(a) the current status of the legal entity of the applicant User, i.e., to be certified indicatively and not restrictively the legal establishment / operation of the company, the fact that it is not under administration, insolvency or bankruptcy, the fact that it has no outstanding tax obligations, the fact that it has not been subject to a settlement procedure or any other similar situation;

(b) the fact that the submitted version of the Articles of Association of the applicant User has not been further amended;

(c) the changes in the current representation of the applicant User, i.e., certification of the current Board of Directors in the case of a societe anonyme, the current directors in the case of a limited liability company or the current legal representatives of the company in the case of another company type.

3. In case that any of the above data is not certified by the certificate issued by the General Commercial Register (G.E.M.I) or the competent supervising authority of the registered office of the applicant User (in case the company has its registered office in a foreign country), the company must also submit the following legalization documents, namely:

(a) minutes of the General Assembly by virtue of which the current Board of Directors is appointed and minutes of the Board of Directors regarding its constitution into a body in the case of a société anonyme;

(b) minutes of the General Assembly by virtue of which the current directors are appointed in the case of a limited liability company;

(c) the legalization documents proving the legal representative of the applicant User in the case of a company of another company type.

4. Minutes of the Board of Directors or power of attorney or other authorization document of the legal representative(s) of the applicant User for the submission of the application and the signing of the Contract, without any restriction as to the amount of the financial obligation assumed. Minutes of the Board of Directors or power of attorney or other document authorizing the legal representative(s) of the applicant User to act during the operation of the Agreement, without any restriction as to the amount of the financial obligation assumed.

5. RAE's decision on the applicant's registration in the NNGS User Register.

6. Declaration by virtue of which the applicant User, as legally represented, declares that the data submitted with this application are true. The company is presumed to be jointly responsible for the accuracy of the declarations with the legal representative.

7. In the case of a foreign legal entity, a declaration by its legal representative that apart from the data already provided as per above, there is no obligation for the submission of further data for the complete legalization of

the legal person pursuant to the provisions of the law governing this foreign legal person. The foreign legal person is presumed to be jointly responsible for the accuracy of the declarations with the legal representative.

8. The submitted documents may bear an advanced electronic signature from accredited certification service providers from the trusted lists of the European Union [European Union Trusted Lists (EUTL)].

9. Provided that the submitted documents, coming from a foreign country, do not bear an advanced electronic signature of their issuer, they must, according to par. 6 of article 6A and par. 6 of article 70A of the NNGS Code, bear the note of the Hague Convention (Apostille). It is clarified that in case of submission of private foreign documents, the latter are required to bear a certificate of authenticity of the signature of the signatory from a notary or from another competent administrative or judicial authority, as well as a note of the Hague Convention (Apostille).

10. All foreign documents must be submitted in an official translation into Greek language.

## **II. Update of legalization documents**

If one or more of the documents submitted under section (I) have been amended, revoked or are no longer valid, the Contracting LNG User must immediately submit to the Operator the updated legalization documents. The abovementioned documents produce legal effects for the purposes of this Agreement from 12:00 noon of the next working day of the day they have been duly received and acknowledged by the Operator. Up to the above point in time, the LNG User shall remain bound by the persons referred to in the previously duly submitted documents even if their revocation, modification or termination have been duly published in accordance with the provisions in force. When submitting the updated/new documents, the LNG User must jointly submit a solemn declaration by its legal representative confirming that the rest of the documents already submitted are still valid and have not been amended or revoked.

## ANNEX 2

### MODEL APPLICATION FOR THE USAGE OF AN LNG FACILITY

#### I. LNG APPLICATION

- Name of the LNG User: [.....]
- LNG User EIC: [.....]
- LNG Agreement number: [.....]
- Service Provision Start Date: .....
- Service Provision End Date: .....
- Booked LNG Gasification Capacity: ..... [kWh/Day]
- Total number of loads during a Month:

Year	Month	Number of loads

- Offloading schedule:

Year	Month	Intended LNG Load Offloading Day	Intended Temporary Storage Period (Days)	Vessel's Name	LNG Load Quantity [kWh]	LNG Load Quantity [m <sup>3</sup> ]	Estimated LNG Load Injection Time [hours]

**- Authorized Representative information of the LNG User who signs the LNG Application**

Full name : .....  
ID Card No. : .....  
Address : .....  
Postal Code : .....  
Telephone : .....  
Fax : .....  
E-mail : .....

**Place / Date of the Application**

<b>For the LNG User</b>
(Signature)
(Full name)

UNOFFICIAL TRANSLATION



**ANNEX 3**  
**LETTER OF GUARANTEE TEMPLATE FOR AN**  
**INDEFINITE PERIOD OF TIME**

To:

The HELLENIC GAS TRANSMISSION  
SYSTEM OPERATOR S.A

(DESFA)

NUMBER .....  
EURO:#.....€

Athens,...../...../20....

Dear Sirs,

In respect of Liquefied Natural Gas Facility Use Agreement no. .... entered into on ..... between the company under the company name “HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A” with the distinctive title “DESFA” (hereinafter the Operator), and “..... ” with the distinctive title “ ..... ” (hereinafter the Company) and upon order of the Company: “.....”.

We hereby expressly, irrevocably and unreservedly guarantee, on behalf of the Company ..... under the company name “.....”, to pay to your company, hereby expressly and unreservedly waiving the exception of claiming the benefit of option as well as our rights deriving from Articles 853, 855 et seq., 856, 867 and 868 of the Greek Civil Code, any amount up to the amount of ..... euro (€.....) for the timely and due payment by the aforementioned Company of any debt arising from the provision by the Operator of services of Liquefied Natural Gas, the timely and due execution of all obligations arising from the abovementioned Agreement for the Usage of a Liquefied Natural Gas Facility and the general contractual relationship between the Operator and the Company.

The amount mentioned above shall be kept at your disposal and shall be paid, on first demand, without any objections and offering no excuse, in whole or in part, within three (3) days from the receipt of your simple written claim and upon return of this letter of guarantee, without investigating the legality of your claim.

If untimely repayment applies to only part of the debt that is secured by this guarantee and your company procures this guarantee for partial payment as per above, then this letter of guarantee shall be forfeited for that part of the primary debt that remains unpaid, which shall be immediately paid to you as per above, and this letter of guarantee shall be returned to you and remain valid thereafter for the remaining amount covered. Our above obligation shall remain in force and we shall have no right to refuse payment and no right to raise any objections, either on our behalf or on the behalf of the Company in favor of which this letter of guarantee is being issued or on behalf of any third party. The Operator shall not be incurred with taxes, levies or any charge related to a call on this letter of guarantee.

We will discharge the Company from present guarantee of indefinite period issued regarding above cause only upon due receipt of written statement on your behalf providing for our discharge of any liability in connection with present guarantee and upon return of present letter of guarantee to us. We also certify that all guarantee letters that have been issued by us and are in force which are addressed to the Greek State, Legal Entities of Public Law, Legal Entities of

Private Law etc, including also present guarantee letter, doesn't exceed the upper limit for our Bank regarding the provision of guarantees, stipulated by the relative legislation.

The present letter of guarantee shall be governed by the Greek Law; the Courts of Athens are exclusively competent to resolve any conflict arising therefrom.

Yours sincerely,

.....

The Guarantor .....

UNOFFICIAL TRANSLATION

**ANNEX 4**  
**LETTER OF GUARANTEE TEMPLATE FOR A FIXED**  
**PERIOD OF TIME**

To:

The HELLENIC GAS TRANSMISSION  
SYSTEM OPERATOR S.A

NUMBER .....  
EURO:#.....€

(DESFA)

Athens,...../...../20....

Dear Sirs,

In respect of Liquefied Natural Gas Facility Use Agreement no. .... entered into on..... between the company under the company name “HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A.” with the distinctive title “DESFA” (hereinafter the Operator), and “.....” with the distinctive title “.....” (hereinafter the Company) and up on order of the Company: “.....”.

We hereby expressly, irrevocably and unreservedly guarantee, on behalf of the Company ..... under the company name “.....”,to pay to your company, hereby expressly and unreservedly waiving the exception of claiming the benefit of option as well as our rights deriving from Articles 853, 855 et seq. and 866 of the Greek Civil Code, any amount up to the amount of ..... euro (€.....) for the timely and due payment by the aforementioned Company of any debt arising from the provision by the Operator of services of Liquefied Natural Gas, the timely and due execution of all obligations arising from the above-mentioned Agreement for the Usage of a Liquefied Natural Gas Facility and the general contractual relationship between the Operator and the Company.

The amount mentioned above shall be kept at your disposal and shall be paid, on first demand, without any objections and offering no excuse, in whole or in part, within three (3) days from the receipt of your simple written claim and upon return of this letter of guarantee, without investigating the legality of your claim.

If untimely repayment applies to only part of the debt that is secured by this guarantee and your company procures this guarantee for partial payment as per above, then this letter of guarantee shall be forfeited for that part of the primary debt that remains unpaid, which shall be immediately paid to you as per above, and this letter of guarantee shall be returned to you and remain valid thereafter for the remaining amount covered. Our above obligation shall remain in force and we shall have no right to refuse payment and no right to raise any objections, either on our behalf or on the behalf of the Company in favor of which this letter of guarantee is being issued or on behalf of any third party. The Operator shall not be incurred with taxes, levies or any charge related to a call on this letter of guarantee.

This Letter of Guarantee shall remain valid strictly until ....., 12:00 hours; past this deadline and provided that we have not been made aware of any claim by you over the amount of the guarantee, as mentioned above, this letter of guarantee shall automatically become null and void. We also certify that all guarantee letters that have been issued by us and are in force which are addressed to the Greek State, Legal Entities of Public Law, Legal Entities

of Private Law etc, including also present guarantee letter, doesn't exceed the upper limit for our Bank regarding the provision of guarantees, stipulated by the relative legislation.

The present letter of guarantee shall be governed by the Greek Law; the Courts of Athens are exclusively competent to resolve any conflict arising therefrom.

Yours sincerely,

.....

The Guarantor .....

UNOFFICIAL TRANSLATION