

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

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This Framework Agreement for the Use of the LNG Facility for LNG Truck Loading (the "**TLS Agreement**") is concluded in Athens today [●], [●] by and between the following Contracting Parties (the **Parties**, or each individually the **Party**):

- (1) The company with the corporate name **HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A.**, and distinctive title "**DESFA**", whose registered offices are in the Municipality of Halandri, Attica at 357-359 Mesogeion Ave., GR-15231, General Commercial Register No. 007483601000, VAT code: 998808114, Tax Office for Sociétés Anonymes: FAE Athinon, duly represented for the signing hereof by [●], hereinafter referred to as the "**Operator**", and
- (2) The company with the corporate name "[●]", and distinctive title "[●]", whose registered offices are at No. [●], [●] St., GR- [●]), General Commercial Register No. [●], VAT code: [●], Tax Authority [●], duly represented for the signing hereof by [●], hereinafter referred to as the "**TLS User**" (LNG Road Transportation Service User)

THE PARTIES TAKING INTO CONSIDERATION THAT:

- (A) The Operator is the operator of the National Natural Gas System (hereinafter the **NNGS**) in accordance with the relevant laws and regulations, including the Network Code (as defined below).
- (B) The TLS User is registered in the NNGS Users Register (hereinafter the **Users Register**) which is held pursuant to RAE Decision No. [●].
- (C) The TLS User submitted to the Operator the Application No. [●] to conclude an LNG Facility Usage Framework Agreement for LNG Truck Loading (hereinafter the "**TLS Agreement Application Form**") in accordance with Annex I of this TLS Agreement, which was accepted by the Operator in accordance with the provisions of the Network Code.

HAVE AGREED, CONSENTED TO AND MUTUALLY ACCEPTED THE FOLLOWING:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this TLS Agreement:

| | |
|-----------------------------|---|
| Eligible Bank | means a Greek financial institution supervised by the European Central Bank as a significant supervised entity (in particular Alpha Bank, Eurobank, National Bank of Greece and Piraeus Bank) or any Greek branch of an internationally recognized bank with a credit rating at least equal to A from Standard & Poor's Corporation or A3 from Moody's Investors Services, Inc., which has been approved by the Operator. |
| Force Majeure Events | has the meaning attributed to it in Article 9.1 hereof. |
| General Regulations | has the meaning attributed to it in Article 14.1 hereof. |
| Letter of Guarantee | has the meaning attributed to it in Article 7.1 (b) hereof. |
| Guarantee | has the meaning attributed to it in Article 7.1 hereof. |

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| Executive Agreement | means any individual agreement concluded between the Operator and the TLS User within the context of the TLS Agreement relating to the reservation of a specific TLS Timeslot in each case after the TLS User submits and the Operator approves the relevant TLS Timeslot Application in accordance with the terms of this TLS Agreement. |
| Confidential Information | means all commercially sensitive documents, information and data of each Party which come to the knowledge of the other Party during the term of the TLS Agreement and are related to the TLS Agreement and its execution. Information relating to the operation of the NNGS and its Users or third parties, information relating to historical and statistical data, and all manner of information which has already been lawfully published or while under the legislation in force or normal commercial practice is not considered to be commercially sensitive and confidential information shall not be treated as commercially sensitive and confidential information. |
| NNGS | has the meaning attributed to it in paragraph (A) of the Preamble. |
| Designated Delivery Point | is the point where the LNG Truck connects to the flexible hose. |
| Regulations and Manuals | <p>means:</p> <ul style="list-style-type: none"> (a) The LNG TL Manual, (b) The LNG Trucks' and Drivers' Technical Specifications Manual, (c) the NNGS Metering Regulations, (d) the NNGS Basic Operations Tariffs Regulation and the TL-Service tariff, (e) the Network Code, (f) the Information System Terms of Use, and (g) any other regulation or manual adopted from time to time by the Operator in the context of its competences relating to the provision of TL-Service, <p>as each of the above is amended and in force from time to time, provided however that for the valid amendment of the above nor the consent of the TLS User nor an amendment of this TLS Agreement is required.</p> |
| Network Code | means the National Natural Gas System Network Code (Government Gazette 37/B/10.1.2022) approved by decision No. 1060/29.12.2021 of RAE following the recommendation from the Operator, as amended from time to time. |

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| User Register | has the meaning attributed to it in paragraph (B) of the Preamble. |
| Law | Law 4001/2011 (Government Gazette 179/A) as amended and in force from time to time. |
| Information System Terms of Use | means the manual with that name issued by the Operator and published in the Information System which specifically includes the terms and conditions for accessing the Information System, as in force from time to time. |
| Information System | means the electronic information systems (including the relevant electronic database) which the Operator maintains and manages for reserving TLS Timeslots, for providing TL-Services, and in general to schedule operation of the LNG TL Facility to which the TLS User acquires remote access in accordance to the terms hereof and Information System Terms of Use. |
| Person to be Compensated | has the meaning attributed to it in Article 8.4 hereof. |
| Personal Data | has the meaning attributed to it in Article 14.1 hereof. |
| RAE | means the Regulatory Authority for Energy. |

1.2 Capitalized terms not listed in Article 1.1 above and not defined elsewhere herein shall have the meaning attributed to them in the Network Code or (if not defined in the Network Code) in the Law.

1.3 Interpretation

In this TLS Agreement, save where the context otherwise requires:

(a) references to an "**entity**" include any natural entity, business, legal entity (wherever it is incorporated), government, state or agency of a state or any joint venture, association, partnership, workers council or employee representative body (whether or not it has a separate legal personality);

(b) references to a paragraph, article or Annex refer to paragraphs, articles or Annexes of this TLS Agreement, unless otherwise specified;

(c) the headings have been included for convenience and do not affect the interpretation of the TLS Agreement;

(d) references in singular shall include the plural and vice versa, and references to one gender shall include all genders;

(e) references to €, EUR or Euro are references to the Euro Area's current legal currency;

(f) any phrase introduced by the terms 'including', 'covering', 'in particular', 'specifically' or any similar expression shall be interpreted as indicative and shall not limit the meaning of the words following those terms; and

(g) any reference to the compensation of any person under any circumstances includes compensation and exemption (after payment of all relevant tax burdens) from any lawsuit, claim, demand and court proceedings which may be raised at any time against the said person, and from all losses which arise or which the said person suffered as a result of that circumstance or which would not have arisen had that circumstance not occurred.

1.4 Legislation

Save where otherwise specified in this Agreement, any express reference to legislation (which includes any legislation in any jurisdiction) shall be taken as a reference to:

(a) said legislation as amended, codified or established anew, pursuant to any other legislation before or after the date of this TLS Agreement;

(b) any primary and in general secondary legislation (including regulations) established (before or after the date of this TLS Agreement) under said legislation.

2. SCOPE AND NATURE OF THE TLS AGREEMENT

2.1 The scope of the TLS Agreement is to lay down the terms, conditions and procedures under which the Operator provides and the TLS User acquires access to the TL-Services and all rights and obligations of both Parties.

2.2 The TLS Agreement is a framework agreement and is implemented via Executive Agreements. Each Executive Agreement shall constitute an integral and indivisible part of the TLS Agreement and shall be governed by its terms, shall be assigned a unique code number by the Operator, and shall be deemed to be an appendix to the TLS Agreement. Executive Agreements may be downloaded from the Information System where they are kept in electronic format. The TLS User acknowledges that the export and printing of such documents, where signed and certified by two (2) authorized employees of the Operator, is proof in full of the drafting and individual terms of each Executive Agreement, but counterevidence may be submitted. The burden of proving these assertions lies with the TLS User.

2.3 The TLS User agrees and accepts that:

(a) any TLS Timeslot Application submitted electronically via the Information System and for which it is evident from the access register that it originates from the TLS User's user account and

(b) any declaration from the Operator relating to approval or rejection of the TLS Timeslot Application submitted by the TLS User,

shall bind the TLS User just as if the said TLS Timeslot Application or (if applicable) the relevant rejection or approval had been prepared in writing and signed by the authorized legal representatives of the Parties.

2.4 The following are integral parts of this TLS Agreement:

(a) its Annexes, as referred to in Article 2.5 below;

(b) any approved TLS Timeslot Application as an Executive Agreement to this TLS Agreement and

(c) Regulations and Manuals, the overall content of which is automatically incorporated into the TLS Agreement by reference and constitutes an integral part thereof.

By signing the TLS Agreement the Operator and the TLS User agree and accept that they are bound by the Regulations and Manuals as in force today and as amended from time to time, following an approval (where required) from RAE.

2.5 Annexes: The following Annexes are attached to this TLS Agreement and constitute an integral part hereof:

| | |
|------------------|--|
| Annex I | Application form for concluding an LNG TL Facility Usage Framework Agreement |
| Annex II | Supporting documents to be submitted |
| Annex III | TLS Timeslot Application form |
| Annex IV | LNG TL Daily Nomination form |
| Annex V | Form of Letter of Guarantee for an Indefinite Period of Time |
| Annex VI | Insurance |

2.6 In the event of any inconsistency between the terms of this TLS Agreement and its Annexes, the terms of the TLS Agreement take precedence. In the event of any inconsistency between the terms of this TLS Agreement (including its Annexes) and the terms of any of the Regulations and Manuals, the terms of the latter take precedence.

3. REPRESENTATIONS OF THE PARTIES

3.1 Each Party (on its own account and on behalf of each successor) declares and warrants to the other Party (for its own benefit and that of its successors) that:

(a) it has been lawfully incorporated and operates in accordance with the relevant legislation and the law at its registered offices;

(b) it has full power and has obtained all necessary corporate or other approvals in order to:

(i) conclude this TLS Agreement and any agreement or document relating to it;

(ii) fulfil the obligations assumed under this TLS Agreement.

(c) The conclusion and implementation of this TLS Agreement does not infringe any provision of law governing its operation, any provision of its Articles of Association, any court order or decision related to it, nor the terms of any contract bound by it; and

(d) the obligations assumed under the TLS Agreement are lawful, valid, effective and binding obligations of said Party, enforceable and executable against it in accordance with their terms.

3.2 The TLS User declares and warrants to the Operator that:

(a) it has or will have at any critical time the full and irrevocable right to receive the quantity of LNG requested via the TLS Timeslot Application from the LNG TL Facility;

(b) it holds all permits and approvals required by the applicable legislation in accordance with the Regulations and Manuals for loading LNG Trucks at the LNG TL Facility and shall renew and maintain them in effect while the TLS Agreement is in effect;

(c) it shall comply in all material respects with each legislation that is in force which governs the provision of the TL-Service, including in particular that which relates to the safety of the facilities, equipment and staff involved with its provision, as well as the environmental protection; and

(d) unless if otherwise notified in writing and in good time to the Operator, any person representing the TLS User in its transactions with the Operator in the context hereof, including members of its staff who from time to time acquire access to the Information System on its behalf and the LNG Truck drivers used to receive the service, shall have received special authorization by it to enter into any transaction or act specified in the context of the TLS Agreement or in accordance with the Network Code and the applicable legislation, without restriction as to the level of financial obligations assumed.

4. TL-Services

4.1 Access to the TL-Services

4.1.1 The TL-Service shall be provided after approval from the Operator in accordance with the provisions of the Network Code:

(a) The TLS Timeslot Application submitted by the TLS User in accordance with the specific provisions of the Network Code for each TLS Timeslot which it wishes to reserve;

(b) the LNG TL Nominations submitted by the TLS User and the LNG User serving it, the corresponding reserved TLS Timeslot, and subject to compliance with the other terms and conditions laid down in the Network Code.

4.1.2 Both the TLS Timeslot Application and the LNG TL Nominations shall be submitted online via the Information System and shall bind the TLS User and, subject to the option to re-submit a LNG TL Nomination which has been rejected by the Operator in accordance with the provisions of Article [89^o] of the Network Code, shall not be withdrawn. The Operator reserves the right at its discretion to request that the TLS User submits any TLS Timeslot Application or LNG TL Nomination in writing. In that case, and in the case of temporary impediment in using the Information System, the application shall be submitted in the format of the template attached hereto as Annex III (*TLS Timeslot Application Form template*) or in each case, Annex IV (*LNG TL Daily Nomination template*). In those cases, the Operator's decision approving or rejecting the relevant application shall be notified in writing to the TLS User in accordance with the relevant template specified in the same Annexes as appropriate.

4.1.3 Each TLS Timeslot Application and each Executive Agreement entered into with the Operator, where it approves it, shall relate to a single TLS Timeslot. To the extent that the Information System permits the submission of an TLS Timeslot Application and likewise the cumulative commitment of more than one TLS Timeslots, the submission of any such TLS Timeslot

Application shall be deemed to have submitted as many proposals to conclude an Executive Agreement as the TLS Timeslots to be reserved and respectively as many Executive Agreements as there are TLS Timeslots, the commitment of which was approved by the Operator, shall be entered into.

4.1.4 Approved TLS Timeslot Applications shall only be withdrawn on serious grounds and only after written agreement is reached with the Operator. Without prejudice to the general nature and application of the above, the TLS User agrees and accepts that any failure by the Operator to approve any TLS Timeslot Applications shall not affect the validity of the Executive Agreements entered into when the Operator accepts any other TLS Timeslot Application.

4.1.5 By way of exception to the provisions of paragraph 4.1.4 above, in the case of early or late arrival of the LNG Truck on behalf of the TLS User at the TLS Transit Port, the Operator may (but is not obliged to) propose to the TLS User that the reserved TLS Timeslot be replaced by another available one on the same day in accordance with the terms of Article [89^{ET}] of the Network Code. In that case, any acceptance to the Operator's proposal may be declared on behalf of the TLS User by the driver of the specific LNG Truck by entering it on the Information System using digital technology, such as the driver's signature on a digital medium provided by the Operator. To that end, each Driver - Truck - Timeslot Notice shall be deemed to include an unreserved, irrevocable and unrestricted authorization to the LNG Truck Driver referred to therein to represent and bind the TLS User:

(a) in accepting the proposal to replace the relevant TLS Timeslot and consequently conclude the relevant Executive Agreement on behalf of the TLS User and terminate the one relating to the TLS Timeslot being replaced; and

(b) for any other declaration submitted by the driver on behalf of the TLS User to the Operator at the place where the TL-Service is provided, such as the Identification Certificate or the LNG Truck Readiness to Fill Certificate.

4.1.6 The TLS User acknowledges that:

(a) Executive Agreements entered into in the name of and on behalf of the LNG Truck Driver in accordance with paragraph 4.1.5 are valid, effective and binding agreements for the TLS User; and

(b) Export of a digitally kept copy of the said Executive Agreements and any other declaration submitted by the LNG Truck driver in accordance with the above, and printing thereof on physical media, where signed and certified by 2 employees of the Operator, shall constitute proof in full of the drafting, origin and content thereof, counter-evidence being permitted.

4.1.7 Refusal to provide TL-Services: The Operator shall be entitled to reject the TLS Timeslot Application and/or the provision of the TL-Service on a reasoned basis solely on the grounds specified in the Network Code and/or the Regulations and Manuals. The relevant rejection decision shall be notified to the TLS User along with necessary available supporting documents and notified to RAE.

4.2 Provision of the TL-Services: The manner, time and other technical and procedural details for the Operator to provide TL-Services, the specifications of the TL-Services and the technical and operational requirements for use of the LNG TL Facility shall be laid down in the relevant provisions of the Network Code and the Regulations and Manuals, including the LNG TL Manual.

4.3 TLS User Daily Reserve: For each reserved TLS Timeslot the TLS User shall be served from the Daily Reserve of a single TLS User set aside for the purpose of filling the LNG Truck with LNG. The Operator shall not be obliged to deliver a quantity of LNG which exceeds the Daily Reserve of the LNG User which is intended for the TLS User for a specific TLS Timeslot, to the TLS User at the Designated Delivery Point. Where the Daily Reserve of the LNG User which is intended for the TLS User is below the LNG quantity requested to be delivered to the TLS User, the Operator shall inform the TLS User within the deadline specified in the Network Code.

4.4 LNG quality specifications: The quantity of LNG delivered for loading to the TLS User at the Designated Delivery Point shall meet the LNG Quality Specifications specified in the Network Code. Each time the Operator has reasonable grounds to believe that the quantity of LNG delivered to the TLS User may not comply with the LNG Quality Specifications, the Operator shall inform the TLS User about the details of that non-compliance, if known, and shall provide a bona fide estimate of its possible duration and the TLS User may either accept or reject the non-spec quantity of LNG. Where the TLS User accepts the relevant quantity of LNG, the Operator shall be released of all liability to the TLS User for the said non-compliance. Where the TLS User rejects the relevant quantity of LNG, the TLS User shall be released from paying the charge corresponding to the reserved TLS Timeslot.

4.5 Measurements and tests: After the end of the loading procedure for each LNG Truck, the Operator shall take the necessary measurements to determine the quantity of LNG injected to the LNG Truck which is the Final LNG Filling Quantity. The risk relating to the quantity and quality of LNG delivered to the TLS User and the relevant liability shall be transferred to the TLS User at the Designated Delivery Point after the filling procedure is completed and the relevant loading documentation delivered by the Operator to the TLS User is issued.

5. OBLIGATIONS OF THE PARTIES

5.1 When discharging their obligations hereunder, each of the Parties shall be obliged to fully comply and ensure that its staff, associates, representatives and assistants and agents in general, fully comply with the provisions of this TLS Agreement, the applicable legislation governing the TL-Service, the Regulations and Manuals and any other applicable legislation, directive or regulations, in particular with regard to safety, social security, protection of the health and safety of personnel and protection of the environment.

5.2 Operator's obligations

5.2.1 The Operator shall be obliged to provide the TLS User with TL-Services in accordance with the terms of this TLS Agreement and the particulars of each approved TLS Timeslot Application in the most cost-effective, transparent and direct manner, without discriminating between the TLS User and other TLS Users.

5.2.2 During such time as the TLS Agreement is in effect, the Operator shall operate, maintain and repair the LNG TL Facility and shall keep it in the condition required in accordance with the provisions of the Network Code, the Information System Terms of Use and the Regulations and Manuals to discharge its obligations under this TLS Agreement.

5.3 TLS User's obligations

5.3.1 The TLS User shall be obliged to ensure that the LNG Trucks, LNG Truck drivers and other auxiliary staff used in each case when picking up and loading LNG in the context of this Agreement are selected exclusively from the LNG Truck Drivers Register and the LNG Trucks Register respectively and fully comply with:

(a) the technical specifications and procedures specified in the LNG Truck and Truck Driver Technical Specifications Manual and any other provisions of the applicable legislation, and have the suitable qualifications, certifications and training required in the context of providing the TL-Service in order to use the LNG TL Facility.

(b) the safety regulations as in force and all other related provisions of the relevant legislation, and all manner of instructions from the Operator's staff and persons used by it to provide the TL-Service, at any stage from arrival at the TLS Transit Port, boarding the Operator's chartering ships for transporting them to the LNG facility until their return and disembarkation at the TLS Transit Port and

(c) the terms and requirements of the Regulations and Manuals in general.

The compliance checks carried out by the Operator shall not constitute confirmation of the suitability of the LNG Trucks, their drivers and other auxiliary staff of the TLS User and their compliance with the above, nor shall they release the TLS User from the above obligations and its relevant liability.

5.3.2 Insurance: The TLS User shall be obliged during such time as the TLS Agreement is in effect to retain as a minimum the insurance coverage referred to in Annex VI (Insurance) under insurance contracts with recognized, reliable and reputable insurance companies of its choosing, which shall include the terms set out in that Annex.

5.3.3 Information System: The TLS User shall take all appropriate security measures to make proper use of the Information System and to prevent unauthorized access by users to the Information System using the unique usernames and passwords which have been assigned by the Operator to the TLS User and its designated users. Using its own criteria, the TLS User will select at its own risk and responsibility the natural persons who will acquire access to the Information System on its behalf to enter into transactions. The TLS User shall be obliged to promptly notify the Operator in any reasonable manner in any case where it suspects involuntary or deliberate leakage of the said security codes so as to deactivate the ability to use them to access the Information System. In all events, the TLS User undertakes and bears full responsibility for all declarations / announcements and information submitted and all transactions entered into via the Information System using the unique usernames and passwords which have been provided by the Operator.

6. FEE AND PAYMENT METHOD

6.1 TL-Services are provided to TLS Users for a fee which is calculated based on the provisions of the Network Code, the NNGS Basic Operations Tariff Regulation, the LNG TL Facility Usage Tariff and the relevant provisions issued pursuant to the Law. The TLS User shall also pay the taxes, duties and other charges corresponding to the said fee which may be imposed on it in accordance with the provisions of the relevant legislation.

6.2 The TLS User acknowledges that the Operator's fee is reasonable, fair and reflective of the type and value of the TL-Service.

6.3 Payment terms: The Operator's fee for providing the TL-Services shall be billed after the TL-Service is provided. Each invoice shall list, in relation to the calendar month to which it relates, in detail at least the following:

(a) separately, the financial obligations of the TLS User to the Operator in relation to:

- (i) the fee owed by the TLS User;
 - (ii) any charge specified in the TLS Agreement or the provisions of the Network Code, the NNGS Basic Operations Tariff Regulations and the LNG TL Facility Usage Tariff;
 - (iii) any debt of the TLS User deriving from the TLS Agreement and the relevant legislation;
 - (iv) any amount of tax, duty or other charge imposed on the TLS User under the provisions of the relevant legislation; and
 - (v) the total amount payable by the TLS User; and
- (b) any financial obligations of the Operator to the TLS User relating to:
- (i) credits in favor of the TLS User deriving from the TLS Agreement and the relevant legislation;
 - (ii) any unpaid debt of the Operator to the TLS User deriving from the Agreement and the relevant legislation; and
 - (iii) the total amount payable by the Operator.

6.4 The invoice shall be issued and sent to the TLS User by the twentieth (20th) calendar day of the calendar month immediately after provision of the Service. It is expressly agreed that the Parties are obliged to fulfill the financial obligations between them as defined in each monthly invoice by the tenth (10th) working day from the date of its receipt, which is agreed as the fixed payment date. Sending the invoice to the TLS User via the Information System is equivalent to it being received.

6.5 Where any invoice is not paid in good time, the TLS User shall owe default interest calculated from the day after the fixed payment date based on the default interest rate for non-bank debts set by the Bank of Greece from time to time, until the amounts in arrears are paid in full. Moreover, without prejudice to any other legal or contractual rights, the Operator informs the TLS User using all reasonable means that if it does not pay its debt in full within a deadline of *three* (3) working days, the Operator shall, without prejudice to itself, suspend the provision of its services under this TLS Agreement and any Executive Agreement, from the day after the end of that deadline until payment is made in full of the TLS User's debt.

6.6 The TLS User may not raise any counterclaims against the Operator to be offset against the fee owed to the Operator from time to time. The TLS User shall be obliged to pay all amounts invoiced in good time in accordance with the terms of this Article, even if it has contested the calculation of its financial obligations in accordance with the provisions of paragraph 6.3 above, by referring the dispute to amicable, arbitration or judicial resolution in accordance with the provisions of Article 15 of the TLS Agreement. The Operator may pay any amounts wrongly paid by offsetting them against the TLS User's charges at a next invoice.

6.7 If the TLS User does not object in writing to any invoice issued by the Operator in the context of this TLS Agreement, within thirty (30) days from receiving it, the said invoice shall be deemed to have been unreservedly accepted by the TLS User.

7. GUARANTEE

7.1. As a guarantee for proper performance of its obligations to the Operator under the TLS Agreement (the **Guarantee**) and as a condition for providing the TL-Services, the TLS User is obliged, and has the option, to either:

(a) deposit the sum of Twenty Thousand Euro (€ 20.000) as an interest-free guarantee into the bank account indicated by the Operator which is held in the Operator's name for that purpose; or

(b) submit to the Operator an irrevocable and unreserved letter of guarantee for an equal amount on first demand, issued in favor of the TLS User and whose beneficiary is the Operator, from an Eligible Bank, in the form and with the content of the template in Annex V (*Letter of Guarantee for an Indefinite Period of Time template*) in Greek or the exact translation in English (the **Letter of Guarantee**).

7.2 The Performance Letter of Guarantee shall ensure all obligations of the TLS User to the Operator under the TLS Agreement or in relation to it, including but not limited to the obligations specified herein to pay the Operator's fee, obligations to pay compensation of any type and description due to breach of obligations of the TLS User and obligations to pay any other charges, taxes, default interest or other related amounts.

7.3 The TLS User shall make the Guarantee available to the Operator no later than 12:00 hours on the fifth (5th) day before the date on which the TLS Timeslot Application is submitted in relation to the first TLS Timeslot which it requests to be reserved, and without prejudice to Article 7.6 below it shall remain in effect during such time as the TLS Agreement is in effect.

7.4 Without limiting the Operator's other lawful or contractual rights, where the TLS User breaches any obligation of the TLS User hereunder, the Operator shall be entitled at its unfettered discretion:

(a) to withhold all or part of the monies deposited in the Operator's bank account as a guarantee; or

(b) to request seizure of all or part of the Letter of Guarantee in accordance with the specific terms hereof.

7.5 If at any time during such time as the TLS Agreement is in effect the Guarantee amount is reduced as a result of either the end of the validity period of the Guarantee or total or partial forfeiture of the Guarantee or total or partial withholding of the Guarantee in accordance with the provisions of Article 7.4 above, the TLS User shall be obliged to top up the Guarantee amount up to the initial amount either by depositing the necessary amounts in the Operator's bank account or by submitting a new or supplementary Letter of Guarantee:

(a) within five working days from the occurrence of the event which led to the reduction or, where the date in point (b) below precedes this;

(b) five days before the date of the first TLS Timeslot which has been reserved after reduction or which the TLS User requests to be reserved.

In all events, without prejudice to any other legal or contractual rights of the Operator, for such time as the amount of the Guarantee available to the Operator continues to be less than that specified above, the Operator shall be entitled to suspend the provision of its services under the TLS Agreement and any Executive Agreement without prejudice to it. In that case the Operator shall commence providing the LNG TLSs to the TLS User again on the fifth (5th) day from the top up of the

Guarantee in accordance with the above. Such suspension of the Operator's services shall not entail release of the TLS User from its own financial or other obligations in the context of this TLS Agreement and/or any Executive Agreement affected by such suspension.

7.6 To the extent that the Guarantee has not been forfeited in accordance with the provisions of this Article, it shall be returned to the TLS User within thirty (30) days after termination of this TLS Agreement, provided that all financial obligations of the TLS User and the corresponding claims of the Operator have been settled in full. By way of exception, the TLS User shall be entitled to request in writing that the Operator return the Letter of Guarantee where at the time of its request there is no TLS Timeslot which has been reserved for it and all financial obligations of the TLS User to the Operator have been settled. In that case the TLS User shall not be entitled to request that an TLS Timeslot be blocked until the Guarantee is topped up.

8. LIABILITY OF THE PARTIES

8.1 Without prejudice to the provisions of the next paragraph, the Parties shall be liable to each other for making good only direct proprietary loss caused by improper performance of their obligations under the TLS Agreement. To the maximum extent permitted by the relevant legislation, neither Party shall be liable to the other for making good indirect, consequential, or further losses, including loss of profit or business opportunity, and non-proprietary losses in general, including damage to or loss of business reputation.

8.2 Save for cases of liability due to fraud or gross negligence, the overall contractual and non-contractual liability of the Operator, including liability due to the fault of its agents under Articles 334 and 922 of the Hellenic Civil Code, may not exceed a total of Four Hundred Thousand Euro (€ 400.000) each year.

8.3 The provisions of the previous paragraphs shall not affect the Operator's right to rely on more specific exemptions from liability specified by law in relation to all or a specific part of the TL-Service, such as its liability during carriage of LNG Trucks by sea to and from the LNG TL Facility.

8.4 The TLS User agrees to compensate the Operator, its associates and assistants, (each of those persons being referred to as the "**Person to be Compensated**") and to hold each of the above persons untethered against third party claims relating to any losses caused by an act or omission of the TLS User and/or the TLS User's representatives, associates and assistants or its agents in general in the context of the TLS Agreement, including but not limited to losses related to or associated with: (a) damage or disfunctions to the vehicles and goods being transported, the facilities, equipment and in general all real estate and movable assets of the Persons to be Compensated or third parties, or communal things and the environment in general, and/or (b) causing illness, bodily harm, accident or death of any person employed by the Operator or any other Person to be Compensated, or third party, unless the TLS User proves that the said losses were caused by an event for which the User is not responsible.

9. FORCE MAJEURE

9.1 For the purposes of the TLS Agreement, force majeure means events which:

(a) are outside the sphere of influence and control of each Party;

(b) could not reasonably be expected to have been taken into account by the affected Party at the time the TLS Agreement was concluded;

(c) could not have been prevented or dealt with reasonably by the affected Party, even if it had acted diligently; and

(d) make the performance of any obligations of the affected Party under this Agreement impossible or to such an extent unachievable or unjustified and excessively costly that it is reasonably considered impossible under the circumstances;

hereinafter referred to as **Force Majeure Events**.

9.2 Force Majeure includes war, uprisings, general unrest, strikes, lockouts, acts of the Greek Government, earthquakes, natural disasters, fires, explosions, storms or floods and other intense weather phenomena, breakages or accidents at any NNGS facilities or other facilities or equipment necessary for providing the TL-Services. The concept of Force Majeure Events does not include events caused by negligence, deliberate breach or deliberate acts of a Party or its staff, associates, advisors, subcontractors and other agents/assistants of this Party.

9.3 Failure by a Party to perform any contractual obligation shall not be deemed to be a breach of this TLS Agreement for the period from the time when the Force Majeure Event occurs until the time when the Force Majeure Event ceases to have an effect on the affected Party or the said effect would cease to be materially unfavorable if the affected Party had complied with its other obligations under this TLS Agreement. Where the Force Majeure Event leads to an Emergency Level Crisis, the relevant provisions of the Network Code shall apply.

10. EFFECTIVE TERM - SUSPENSION OF AGREEMENT - TERMINATION

10.1 Effective term. The TLS Agreement shall take effect upon signing and shall remain in effect indefinitely.

10.2 Suspension: The Operator shall be entitled to suspend the provision of TL-Services at any time:

(a) Where the TLS User does not fulfill its financial obligations in accordance with the provisions of Articles 6.5 or 7.5 hereof;

(b) Where the TLS User engages in acts or omissions which place at risk the safety and integrity of the staff, facilities and equipment of the Operator or third parties;

(c) where the TLS User breaches a term of the TLS Agreement resulting to a major risk to the Operator, a third party or the environment; and/or

(d) in all other cases this is permitted in accordance with the provisions of the Network Code and the relevant applicable legislation.

Where the LNG TLSs are suspended in accordance with the above, the TLS Timeslots which have been reserved by the TLS User may be re-deployed to other TLS Users. The TLS User shall be released from its obligation to pay the fee and other charges for reserving the said TLS Timeslots to the extent that they were in fact re-deployed by the Operator.

10.3 Termination:

10.3.1 The TLS Agreement shall be terminated following a written notice to terminate from the TLS User, effective 30 days after its receipt by the Operator, and notified to RAE. Termination shall not affect pecuniary claims of the Parties, as well as their obligations in relation to Executive Agreements relating to the time until the termination takes effect.

10.3.2 The Operator shall be entitled to terminate the TLS Agreement effective immediately, by giving written notice to the TLS User, and notified to RAE, where:

(a) The TLS User is unable or refuses to settle any overdue financial obligations within *three (3)* working days from receiving the relevant notice from the Operator;

(b) The TLS User is unable or refuses to supplement the level of the Guarantee within *three (3)* working days from receiving the relevant notice from the Operator;

(c) The TLS User is deleted from the User Register or any permit required to lawfully carry on its activities is withdrawn;

(d) The TLS User is placed in a state that is applied to insolvent debtors or due to its placement in special or other liquidation or compulsory receivership or guardianship or a related state, or its inclusion in conciliation or reorganization - resolution or a related state in accordance with the Hellenic Bankruptcy Code, or another state which limits private autonomy or the power to dispose of assets of the TLS User or where the TLS User submits a declaration that it is suspending payments or terminating operations; or

(e) for any other serious ground, including breach of any material term hereof which placed or could place the LNG TL Facility or other equipment and assets of the Operator or a third party or the environment at risk.

10.3.3 Automatic Dissolution: The TLS Agreement shall be automatically dissolved in the case:

(a) where the TLS User is declared bankrupt; or

(b) of a Force Majeure Event lasting for a period of more than six (6) months, unless the Parties agree otherwise.

11. SUBSTITUTION

Without prejudice to any more specific provisions, none of the Parties may be substituted in its rights and obligations deriving from the TLS Agreement without the prior written consent of the other party. The party wishing to be substituted (in whose favor the substitution is made) by a third party shall notify its intention to that effect to the other party, providing all necessary business and technical information relating to the third party, co-submitting an unreserved express declaration from the third party which will be addressed to the other party that it undertakes all rights (assignment of claims) and liabilities (debt underwriting) of the party deriving from the Agreement in whose favor the substitution is made. Within a deadline of fifteen (15) days, the counterparty shall inform the party in whose favor the substitution is made in writing about whether it accepts or rejects the proposed substitution. Until such time as the necessary Guarantee is provided by the third party in accordance with Article 8 of the TLS Agreement, substitution shall generate no legal effects. Any rejection of the request for substitution or where that deadline elapses inactively, shall entail a rejection for the substitution and shall establish a ground for termination by the Parties in accordance with the provisions of Article 10.3 of the Agreement.

12. CONFIDENTIALITY

12.1 Each of the Parties undertakes the obligation to:

(a) preserve (and ensure that the staff, advisors, associates and assistants of the said Party preserve) the confidential nature of the Confidential Information of the other Party and not disclose it to any third party without its prior written consent;

(b) use the Confidential Information of the other Party only for the purposes and in the context of this TLS Agreement; and

(c) promptly inform the other Party if it becomes aware that the Confidential Information has been disclosed to an unauthorized third party.

12.2 The restriction set out in Article 12.1(a) above shall not apply to the disclosure of Confidential Information if and to the extent that:

(a) it is required by law or lawfully requested by any judicial authority or competent governmental, public or regulatory authority (including but not limited to RAE and any exchange); and/or

(b) it is required to defend the legitimate interests and rights of the disclosing Party in the context of any judicial proceedings; and/or

(c) the said information was acquired by third parties who lawfully held it without breaching any confidentiality restrictions, or is publicly known without breaching this Article, provided that any Confidential Information is only disclosed after the other Party has been notified.

12.3 Each Party may disclose Confidential Information to its affiliates, advisors, associates or creditors provided that it informs each such recipient of the confidentiality obligations assumed hereunder. Each Party shall ensure that before disclosing Confidential Information, the persons to whom Confidential Information is to be made available acknowledge and undertake to comply with the terms of this Article.

12.4 In all events, the Operator shall be bound by the confidentiality obligations in Articles 62 par.5 and 66 of the Law.

12.5 The duty of confidentiality contained in this Article shall apply both during such time as the TLS Agreement is in effect and after its termination in any manner.

13. NOTICES

Any notice relating to this TLS Agreement shall be in writing and delivered by email, registered mail or courier. A notice shall take effect upon receipt and shall be deemed to have been received at the time of delivery, except that, where delivery takes place outside business hours, the notice shall be deemed to have been received at the beginning of business hours on the following business day. Unless each Party notifies the other in writing otherwise, all written communications and service to the Parties shall be made to their addresses stated in the introduction to this Agreement.

14. PRIVACY, BRIBERY AND CORRUPTION POLICIES

14.1 The Contracting Parties shall process the personal data (hereinafter **Personal Data**) exchanged in the context of this TLS Agreement in accordance with the provisions of the applicable legislation and today with those of Regulation (EU) 2016/679 (hereinafter the **General Data Protection Regulation (GDPR)**).

14.2 Personal data disclosed to the Contracting Parties on the occasion of the Agreement shall be processed within the meaning of the GDPR to the extent necessary to implement the TLS Agreement. They shall not be transmitted, disclosed or notified to third parties nor shall they be processed for purposes other than implementation of the TLS Agreement, apart from cases of legal obligation or expressed consent from the Data Subject to that effect. The Data Subject shall have all the rights specified in the applicable provisions and today in Articles 12-23 of the GDPR, and in particular the right to access this data and shall be obliged to update them and promptly notify the other Contracting Party of any change in said data.

14.3 In order to perform its obligations under this TLS Agreement in particular, the Operator shall process, i.e. collect, store and use personal data in accordance with the GDPR and its Data Protection Policy. More information can be found on the Operator's webpage at <https://www.desfa.gr/regulatory-framework/compliance/prostasia-prosopikwn-dedomenwn>.

14.4 The TLS User declares that it is aware of and agrees to comply with the Operator's Code of Conduct and the Anti-Corruption Policy posted on its webpage (<https://www.desfa.gr/regulatory-framework/compliance/code-of-conduct> and <https://www.desfa.gr/regulatory-framework/compliance/anticorruption-policy>). As far as the rights and obligations under the Agreement are concerned, the TLS 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, leisure, travel or any other manner of benefits, including non-cash ones, other than those permitted by the Operator's Anti-Corruption Policy (<https://www.desfa.gr/regulatory-framework/compliance/anticorruption-policy>);

(b) to promptly notify the Operator about any request or claim or any attempt relating to point (a) above, irrespective of an assessment or interpretation of compliance with the Operator's Code of Conduct or the Anti-Corruption Policy;

(c) to avoid implementing contracts directly with the Operator's staff or any members of their family or affiliated companies; and

Where the TLS User breaches any of the obligations in points (a) or (c) above, the Operator may terminate the Agreement or suspend its validity.

14.5 The notices referred to in Article 14.4(b) above shall be sent by email to the address tell.us@desfa.gr and shall be subject to the Operator's Complaint Management Policy (<https://www.desfa.gr/regulatory-framework/compliance/whistleblowing-policy>).

15. APPLICABLE LAW - JURISDICTION

15.1 This Agreement, any non-contractual obligations of the Parties deriving from or associated with it and any dispute relating to its implementation or interpretation shall be governed by Greek law.

15.2 The Parties undertake every possible effort to amicably settle disputes which arise during the implementation of the TLS Agreement. To that end, each contracting party may send the other an invitation for amicable dispute resolution. Within a deadline of 3 working days from the date on which the invitation is proven to have arrived with the party to which it is addressed, the parties shall appoint representatives to settle the issue and notify them to each other and shall enter into negotiations in good faith and in accordance with morality in order to settle the dispute. The

dispute settlement procedure shall be completed within a period of thirty (30) days from dispatch of the invitation for amicable settlement and the outcome of negotiations shall be binding on the Parties.

15.3 In case the Parties do not chose to resolve their dispute according to the amicable dispute resolution procedure of the previous paragraph, or the relevant attempt for amicable dispute resolution does not succeed, the Parties may refer the dispute to arbitration in accordance with the provisions of the Hellenic Code of Civil Procedure or Article 37 of the Law. In particular, where a dispute arises on measurement issues and where the dispute was not resolved using the amicable dispute resolution procedure referred to in the previous paragraph, it is agreed that it shall be referred to a jointly acceptable expert in accordance with the procedure outlined in the NNGS Metering Regulations.

15.4 If resolution of the dispute is not achieved using the procedure specified in the foregoing paragraphs, that dispute shall be resolved by the competent courts of Athens.

16. FINAL TERMS

16.1 The Parties declare that they have taken cognizance of and unreservedly accept the provisions of the Law, the Network Code and all other provisions of the relevant legislation relating to the scope of this TLS Agreement. Moreover, the parties declare that they have taken cognizance of the Network Code, the Regulations and Manuals, the content of which is agreed as being an integral part hereof.

16.2 In implementation of Article 109(4) of the Network Code, access to and use of the Information System shall be based on terms and conditions which have been prepared and amended, where that is required, by the Operator, notified to the TLS User and accepted by it before access to and use of the Information System. The terms and conditions for access to and use of the Information System which are binding on both the TLS User and the Operator must be read together and supplement the legal provisions and terms and conditions governing the TLS User's contractual relationship with the Operator. The TLS User may take cognizance of the terms and conditions of access to and use of the Information System, as in force from time to time, whenever it so wishes.

16.3. The TLS User acknowledges and accepts that entries in all manner of hard copy or electronic books and registers kept by the Operator constitute proof in full vis-à-vis the TLS User of the acts and events confirmed therein, counterevidence being permitted.

16.4 Save where otherwise expressly specified herein, no inability or delay by any Party in exercising any right or discretion in relation to this TLS Agreement shall affect or operate as a waiver of the relevant right or discretion or change in their content, nor shall it preclude their exercise at any subsequent point in time. Partial exercise of any such right or discretion shall not preclude further exercise thereof.

16.5 Amendment: Without prejudice to the subparagraphs directly below and the cases specified in the Network Code, amendment of the TLS Agreement shall require written agreement of the Parties, all other evidentiary means being precluded. Where it is necessary to amend the terms of the TLS Agreement due to a change in the relevant legislation, the Parties acknowledge that the new regulatory framework shall hereinafter govern the TLS Agreement and are obliged to amend it by adjusting the contractual text in accordance with the terms in force from time to time within a fixed deadline of two (2) months or within the deadline which may be provided for in the new provisions. Where that is the case, the TLS User reserves the right to terminate the TLS Agreement without prejudice within the deadline in the previous subparagraph, and termination of the Agreement shall occur after all debts to the Operator have been settled. Where

the deadline for amending the TLS Agreement elapses and at the same time no notice to terminate has been given by the TLS User within that time period in accordance with the above, the Operator reserves the right to terminate the Agreement without prejudice to it within ten (10) days from the elapse of that deadline after the previous payment of any debt towards the TLS User.

16.6 Where one of the terms of the TLS Agreement is found to be invalid or inapplicable for any reason, such invalidity shall not entail the invalidity of the entire TLS Agreement, but the Parties shall make every reasonable effort to replace it with another valid and applicable term, the result of which approximates the result sought to the extent possible, and the legality, validity or implementation of the other provisions of this Agreement shall not be affected in any manner.

IN WITNESS WHEREOF this TLS Agreement was signed by the contracting parties in three (3) counterparts.

On behalf of the Operator
The company with the corporate name
HELLENIC GAS TRANSMISSION SYSTEM
OPERATOR S.A.

The Legal Representative
.....
.....
(Seal with corporate name)

On behalf of the TLS User
“.....”

The Legal Representative
.....
.....
(Seal with corporate name)

**ANNEX I - APPLICATION FOR CONCLUDING A FRAMEWORK AGREEMENT FOR THE USE OF
THE LIQUEFIED NATURAL GAS (LNG) FACILITY FOR LNG TRUCK LOADING
APPLICATION TO CONCLUDE A TLS FRAMEWORK AGREEMENT TO THE NNGS OPERATOR**

Company name:
.....
Registered offices:
Str. No.
VAT Code.....
Tax Office.....
EIC Code

represented for the submission hereof
pursuant to

.....
.....
by Mr. / Ms.

Resident of
.....
ID Card/Passport No.
issued by

.....
Date of issue
Expiration date (if any)
TIN:.....

Contact Phone No.:

.....
.....
Fax.....
E-mail

(Location).....

(date)

With regard to the provisions of Law 4001/2011 (Government Gazette 179/A, hereinafter the Law), the Network Code and RAE Decision No. on "Approval of the Standard Framework Agreement For The Use Of The Liquefied Natural Gas (LNG) Facility For LNG Truck Loading" I hereby:

A. declare that the company I represent is entitled to access the National Natural Gas System in accordance with the relevant provisions and

B. request to sign a TLS Framework Agreement.

To that end the following documents and information are submitted which are attached hereto:

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

Sincerely,

.....
.....

(Full name, Title,
signature, company seal/stamp)

ANNEX II - SUPPORTING DOCUMENTS TO BE SUBMITTED

I. Legalization documents

The applicant TLS User must submit the following documents along with its application in hard copy and electronic format as appropriate:

1. A copy of the Articles of Association of the applicant TLS User (with all amendments made after incorporation or since the last codification) duly attested by the competent supervisory authority, and in the case of Greek companies, the General Commercial Register.

2. A certificate dated within the 30 days prior to submission of the application, issued by the General Commercial Register (GEMI) or competent supervisory authority from time to time, in the case where the registered offices of the applicant TLS User are abroad, confirming:

(a) The current status of the legal person of the applicant TLS User, namely the lawful establishment/operation of the company, the fact that it is not in receivership, insolvency or bankruptcy, that it has no outstanding tax obligations, that it has not been included in settlement proceedings or any other similar regime;

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

(c) Changes in current representation of the applicant TLS User, namely confirmation of the current Board of Directors in the case of a société anonyme, active directors in the case of a limited liability company or legal representatives of the company in the case of a company of another corporate type.

3. Where any of the above information is not certified by a certificate issued by the General Commercial Register or the competent supervisory authority at the place of the applicant's registered offices (where the company has its registered offices abroad) the company must also submit the following legalization documents, namely:

(a) minutes of the General Meeting which is appointed by the current Board of Directors and minutes of the Board of Directors on its official establishment in the case of a société anonyme;

(b) minutes of the General Meeting appointing the directors in active service in the case of a limited liability company;

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

4. Minutes of the Board of Directors or power of attorney or other document authorizing the legal representative(s) of the applicant TLS User to submit the application, to sign the Agreement, for an amount whose financial scope is not below Five Million Euro (€ 5.000.000) maximum, and to obtain the unique username and password for the TLS User's access to the Information System. Minutes of the Board of Directors or power of attorney or other document authorizing the legal representative(s) of the applicant TLS User to enter into transactions while the

Agreement is in effect, for an amount whose financial scope is not below Five Million Euro (€ 5.000.000) maximum.

5. RAE decision on registration of the applicant in the User Register.
6. A declaration in which the applicant TLS User, as duly represented, declares that the information submitted in this application is true. The company, along with the legal representative, shall be presumed to be responsible for the accuracy of the declarations.
7. In the case of a foreign legal person, a declaration from its legal representative that other than the information submitted in accordance with the above, no additional evidence needs to be submitted to fully legalize the legal person in accordance with the provisions of the law governing that foreign legal person. The foreign legal person, along with the legal representative, shall be presumed to be responsible for the accuracy of the declarations.
8. The documents submitted may bear an advanced electronic signature from accredited certification service providers from the European Union Trusted Lists (EUTL).
9. Where the documents submitted from abroad do not bear an advanced electronic signature from their issuer, they must, in accordance with Article 6A par. 6 and Article 70A par. 6 of the Network Code, bear an Apostille in accordance with the Hague Convention of 5th October 1961. Note that where private foreign documents are submitted, the latter must bear an attestation of the authenticity of the signatory's signature by a notary public or other competent administrative or judicial authority, and an Apostille.
10. All foreign documents must be submitted in official translation into Greek.

II. Updating legalization documents

Where one or more of the documents submitted in section I are amended, withdrawn or cease to be valid, the Contracting Party TLS User shall be obliged to promptly submit updated legalization documents to the Operator. These documents shall generate legal consequences for the purposes of this Agreement from 12:00 noon on the next working day after they are proven to have come to the Operator's knowledge. Up to that point in time, the TLS User shall continue to be bound by the persons referred to in the afore mentioned documents submitted in accordance with legal form even if their withdrawal, amendment or termination have been lawfully published in accordance with the relevant provisions in force from time to time. When new documents are submitted, the TLS User shall be obliged to submit a certificate from its legal representative that the other legalization documents already submitted remain in effect and have not been amended or withdrawn.

ANNEX III - TLS TIMESLOT APPLICATION FORM

I. LNG TLS TIMESLOT APPLICATION

Name of TLS User: [●]

TLS User's EIC: [●]

TLS Agreement No: [●]

Loading schedule:

| Preferred LNG TL Date | TLS Timeslot Identification Code |
|--------------------------|--|
| | |
| | |
| | |

Details of the TLS User's Authorized Representative signing the TLS Timeslot Application

Name-surname:

ID Card No.:

Address:

Postal Code:

Tel.

E-mail:

Place / date of application [●]

| |
|---------------------------|
| On behalf of the TLS User |
| (Signature) |
| (Name-Surname) |

ANNEX IV - DAILY TLS NOMINATION FORM

I.A TLS NOMINATION (TLS USER NOMINATION)

Name of TLS User: [●]

TLS User's EIC: [●]

TLS Agreement No: [●]

Declaration by the TLS User of the LNG User which serves the TLS Timeslots reserved by the TLS User

| TLS Timeslot Identification Code | LNG User EIC Code |
|-------------------------------------|----------------------|
| | |
| | |
| | |

Details of the Authorized Representative of the TLS User who signs the TLS Nomination

Name-surname:

ID Card No.:

Address:

Postal Code:

Tel.

E-mail:

Place / date of application [●]

| |
|---------------------------|
| On behalf of the TLS User |
| (Signature) |
| (Name-Surname) |

II.A TLS NOMINATION (LNG User NOMINATION)

LNG User's Name: [●]

TLS User EIC: [●]

LNG Agreement No: [●]

Declaration by the LNG User of the TLS User who has reserved the TLS Timeslot and will be served by the LNG User

| TLS Timeslot Identification Code | TLS User EIC Code |
|---|--------------------------|
| | |
| | |
| | |

Details of the Authorized Representative of the LNG User signing the TLS Nomination

Name-surname:

ID Card No.:

Address:

Postal Code:

Tel.

E-mail:

Place / date of application [●]

| |
|----------------------------------|
| On behalf of the LNG User |
| (Signature) |
| (Name-Surname) |

II.B. DECISION OF THE OPERATOR FOR APPROVING OR REJECTING THE TLS NOMINATION (APPROVED TLS NOMINATION)

Regarding TLS Nomination with Ref. No. [●] of the LNG User having the LNG Facility Usage Agreement No. [●], the **OPERATOR**:

- ☐ **APPROVES** the Nomination which receives a **unique ID No. [●]**
- ☐ **REJECTS** the Nomination for the following reasons:

.....

.....

Place / date of approval - rejection [●]

| |
|----------------------------------|
| On behalf of the Operator |
| (Signature) |
| (Name-Surname) |

ANNEX V – FORM OF LETTER OF GUARANTEE FOR AN INDEFINITE PERIOD OF TIME

To:
HELLENIC NATURAL GAS
TRANSMISSION SYSTEM OPERATOR S.A.
(DESFA)

No. [●]
EURO: [●] €

Athens, [●]/[●]/20[●]

Sirs,

In relation to the Agreement for the Use of the Liquefied Natural Gas Facility for Truck Loading No. [●] dated [●] (the “**Agreement**”) between the company with the corporate name HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A., trading as "DESFA" (hereinafter the “**Operator**”) and the company [●] with the corporate name “[●]”, trading as “[●]” (hereinafter the “**Company**”) and on instructions from the Company: “[●]”.

We expressly, irrevocably and unreservedly guarantee in favor of the Company that we will pay you, waiving the pleas of division and discussion, full and proper compliance by the Company with all financial and non-financial obligations of the Company of any type or description deriving from the Agreement without exception, as each of them arises, that it assumes under the terms of the Agreement, including but not limited to obligations to pay the Operator any amounts payable due to it providing the Company with Liquefied Natural Gas Truck Loading Services, any compensation due to the Company's inability to comply with its obligations under the Agreement, along with the amounts of contractual interest and/or default interest, expenses, compensation due to termination and any other relevant amounts of any nature or name, as specified in the Agreement, up to a maximum amount of [●] euro (€[●]).

We will reserve that amount and pay it to you in whole or in parts as you may specify in writing, without any objection or pretext on our behalf, within two working days in Athens (TARGET2) from receipt of your first, ordinary request submitted in writing or using your SWIFT identifier, which request refers to this letter of guarantee and indicates to us the amounts requested, such payment to be made without us investigating whether your claim is lawful or not. All payments made by us: (i) will be paid into an account indicated in writing, (ii) will be made by wire transfer in freely transferable Euro, (iii) will be paid without any discount, withholding, offset or counterclaim to any account, including (without limitation) any current or future taxes or bank or other charges. If any law or regulation requires a discount or withholding to be applied by us, the amount of payment owed by us shall be increased to an amount which (after any discount or withholding) shall leave an amount equal to the amount of payment which would have been owed if no discount or withholding had been required.

We hereby expressly and irrevocably waive the plea of division and discussion, our right to raise any pleas of the principal debtor, including personal and non-personal pleas and in particular any plea specified in Articles 852-855, 862-863, 866, 867 and 869 of the Hellenic Civil Code and any of our rights deriving from those Articles.

Where only part of the debt for which this guarantee is provided is not paid in good time and you present this letter of guarantee in accordance with the above for partial payment, we will stamp this letter of guarantee for the corresponding outstanding amount of the main debt which will be paid to you immediately in accordance with the above, and this letter of guarantee will be returned to you and shall continue to apply thereafter for the remaining amount it covers. Our obligation applies without us being entitled to refuse to pay and without us being entitled to raise any objections or pleas of ours or the Company in whose favor this Agreement has been issued or those of any third party. The Operator shall not pay taxes, duties or any charges relating to seizure of this letter of guarantee.

We will release the Company, for which we provide this guarantee, from this guarantee of indefinite period relating to the above matters only after a written statement from you about our release from all liability which may arise under this letter of guarantee, and at the same time return the actual letter of guarantee to us. We also confirm that all documents issued by us which are in effect to the State, bodies governed by public or private law, etc. letters of guarantee, including this one, does not exceed the maximum limit on guarantees for our Bank specified in the relevant legislation.

This letter of guarantee shall be governed by the laws of Greece and any dispute which may arise shall be resolved by the courts of Athens which are appointed as having exclusive jurisdiction.

Yours faithfully,

.....

The guarantor bank

UNOFFICIAL TRANSLATION

ANNEX VI – INSURANCE

1. The TLS User shall be obliged to conclude and maintain in effect during such time as the TLS Agreement is in effect, the following insurance contracts:

A third party civil liability insurance policy including Civil Liability for transported cargo, which shall expressly provide for the coverage of the TLS User in relation to its activities in the context of the TLS Agreement and which shall include the following insurance limits/covers per incident and overall:

- For loss of life or bodily harm: Ten Million Euro (€ 10.000.000) per incident, Fifteen Million Euro (€ 15.000.000) overall.
- For destruction or damage to property: Ten Million Euro (€ 10.000.000) per incident, Fifteen Million Euro (€ 15.000.000) overall.

2. The TLS User shall pay the premiums and any other amount relating to the said insurance contracts on a timely and appropriate basis (in all events before the start of each insurance period) and shall make all documents relating to the above available to the Operator at least thirty (30) days before the end of the current insurance contract in each case. Where the Operator does not submit proof in good time in accordance with the above about renewal of the insurance contracts and/or payment of premiums and/or any other amount related to them, without that limiting the Operator's other rights under the TLS Agreement, the Operator shall be entitled (but not obliged) to enter into or renew the insurance contracts in the name of and on behalf of the TLS User and to pay the premiums owed and then to seek to recover the relevant cost from the TLS User on first demand, being entitled to offset it against any amount which the Operator may owe under this TLS Agreement.

3. In the insurance contracts the Operator shall be designated as a jointly insured party and beneficiary of compensation for its own insurance interests and the insurance company shall waive its right of recourse against the Operator, advisors, associates, staff and assistants and agents in general, unless the prejudicial event is due to fraud or serious negligence on the above grounds.

4. Each insurance contract shall expressly permit the assignment of all manner of claims of the TLS User against the insurance company to the Operator and the TLS User agrees and undertakes to promptly assign all such claims to the Operator (where so requested by DESFA) to secure all manner of claims the Operator has against the TLS User from this TLS Agreement. In all events, the insurance contracts shall state that in order for any insurance compensation to be paid to the TLS User, the written consent of the Operator must first have been obtained and where it refuses to provide it, then automatically and without other formalities the claim for compensation from the TLS User against the insurance company shall be assigned to the Operator. The TLS User's liability under this TLS Agreement shall be independent of whether insurance compensation is available, the level of any insurance compensation and any assignment of the TLS User's claims for insurance compensation to the Operator, provided however that the above do not release the TLS User from its obligations and liability under this TLS Agreement.

5. The insurance contracts shall provide that it shall not be possible to allow such contracts to be cancelled, terminated and have their validity expire, as well as any reduction in the insurance limits or insurance coverage, any increase in deductibles and/or any other amendment to their terms without the prior written notice of the Operator at least 30 days beforehand.