

**STANDARD  
FRAMEWORK AGREEMENT FOR THE  
TRANSMISSION OF NATURAL GAS**

UNOFFICIAL TRANSLATION

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.", and the distinctive title "DESFA", registered in the General Electronic Commercial Registry with number ....., with registered office in ....., with VAT code ....., Tax Office for Sociétés Anonymes: ....., 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....., 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 ....., 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 TIN/VAT code ....., hereinafter referred to as "the Transmission User", and jointly as the "Contracting Parties"/"Parties",

and taking into consideration that the other contracting party (the Transmission User):

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 Transmission of Natural Gas (hereinafter "Application for the Conclusion of a Transmission Agreement) according to the template in Annex 1 of the Standard Transmission 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 Transmission Agreement (hereinafter "Agreement") includes the provision of Transmission Services by the Operator to the Transmission User. Specifically, the services provided by the Operator concern Natural Gas Transmission Services on a Firm Basis, Transmission Services on an Interruptible Basis, Services for Accessing the Virtual Trading Point, as well as the rest of the services according to the specific provisions of the Network Code.

2. Subject to paragraphs [5] and [6], for the provision of Natural Gas Transmission Services on a Firm Basis or Natural Gas Transmission Services on an Interruptible Basis, the Transmission User shall submit to the Operator an Application for the provision of Transmission Services on a Firm Basis (hereinafter "Application for Firm Services") or an Application for Transmission Services on an Interruptible Basis (hereinafter "Application for Interruptible Services"), in accordance with the templates in Annexes [2] and [3] of this Agreement, as the case may be. For the provision of Services for Accessing the Virtual Trading Point, the Transmission User shall submit to the Operator the relevant Application (hereinafter "Application for Access to the VTP") in accordance with the template in Annex 4 of this Agreement.

3. For the submission of Application for Firm Services, Application for Interruptible Services, and Application for Access to the VTP, as well as in order to carry out any action foreseen

under this Agreement, pursuant to the Network Code and relevant legislation, the Transmission User shall duly give specific legal authorization to its representative, without any limitation regarding the amount of the financial obligations to be assumed.

4. An Application for Firm Services, or an Application for Interruptible Services, or an Application for Access to the VTP, which fulfills the requirements of the Agreement and the conditions of the relevant provisions of the applicable legislation, shall be accepted by the Operator (hereinafter “Approved Application”), otherwise it shall be justifiably rejected, and RAE shall be notified of said rejection.

5. In case of booking Transmission Capacity at an Auction Point, the Transmission User must conclude an agreement with the administrator of the Capacity Booking Platform, as indicated by the Operator, in order to gain access to it. In that case, the Transmission User is also liable towards the Operator as being bound and is committed to comply with the contractual terms of the aforementioned agreement, the terms of use and/or the general terms of transactions of the Transmission Capacity electronic booking platform, as well as the rules provided in the Auction Instruction Manual, pursuant to the relevant provisions of Article 20h of the Network Code. The content of the access agreement and the aforementioned rules shall be published on the webpage of the Transmission Capacity electronic booking platform. In any case, the terms of this Agreement and the provisions of the Network Code and of Regulation (EU) 459/2017 shall apply.

With respect to the participation in the auctions for buying and selling Short-term Standard Products carried out at the Balancing Platform as per article 44B of the Network Code, the Transmission User shall comply with, and will be bound by the provisions of the present Agreement, the Network Code, and the Balancing Platform Manual as per article 68 par. 3, point a’ of Law 4001/2011, as well as the Usage Manual of said electronic Booking Platform, which is published in the Booking Platform and the Operator’s webpage.

6. In the case of LNG Auction, the Delivery Transmission Capacity booking at the LNG Entry Point 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 Transmission User is obliged to comply with and is bound by the rules and conditions of the LNG Auction procedure set out in Chapter [11] of the Network Code, the NNGS Tariff Regulation, 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 Transmission User in the LNG Auction, the unconditional acceptance of these terms is presumed.

Upon completion of the LNG Auction and based on its results, the Delivery Transmission Capacity is booked in favor of the Transmission User that has emerged as the highest bidder for the LNG Entry Point, through an Approved Application for Firm Services, and the Transmission User is obliged to pay to the Operator the corresponding charge, based on Article 4 of this Agreement, as this charge is specified in the NNGS Tariff Regulation and the NNGS Usage Tariff.

7. The approved Application for Firm Services and the Approved Application for Interruptible Services shall be revoked only for important reason and only following an agreement with the Operator, pursuant to the provisions of paragraph 1, Article 13 of this Agreement.

8. The Annexes to this Agreement constitute an integral and indivisible part of this Agreement.

9. Unless otherwise specified, the terms used in this 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 Agreement, the start date and the end date of the services provided under Article [1] of the Agreement shall be determined in the relevant Approved Application, also pursuant to the specific provisions of Article [8], [20C] and [20K] of the Network Code, as the case may be.

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

1. The Operator shall provide to the Transmission User the services defined in Article [1] of the Agreement, according to the Network Code, the terms of the Agreement, and the provisions of each Approved Application in the most economical, transparent, and direct way, without discrimination between the Transmission Users.
2. The Transmission User shall comply with the provisions of the present Agreement and must duly and timely pay any financial obligations of any nature to the Operator, as provided in the Agreement, the Network Code, and the relevant legislation.
3. It is explicitly agreed that any matter which is not regulated by the Agreement shall be governed by the Network Code and the relevant legislation.

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

1. The Transmission User must pay a monthly fee to the Operator (hereinafter “Fee”) for the provision of the services agreed in the Agreement and every Approved Application by the latter. The Fee is calculated and invoiced pursuant to the provisions of the Network Code, the Tariff Regulation of NNGS, the NNGS Usage Tariff and any relevant delegated acts. It is explicitly agreed that the Transmission 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 Transmission User the amount of charges that are attributable to the latter pursuant to the Network Code, the Tariff Regulation of NNGS, the NNGS Usage Tariff and any relevant delegated acts.
  2. The Transmission 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 Transmission User shall be invoiced on a monthly basis. Without prejudice to Article [56] of the Network Code, the relevant settlement shall be made according to the Tariff Regulation of NNGS and the NNGS Usage Tariff. The invoice for each calendar month shall be issued and sent by the Operator no later than the twentieth (20<sup>th</sup>) calendar day of the following calendar month. It is explicitly agreed that the 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, relating to the relevant calendar month, at least the following:
- a) The Transmission User’s financial obligations towards the Operator, as follows:
    - (i) The Operator’s Fee to be paid by the Transmission User and, separately, every charge provided by this 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 Transmission 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 Transmission User in accordance with the applicable legislation.
  - (iv) The total amount that is due by the Transmission User.
- b) The Operator's financial obligations to the Transmission User, as follows:
- (i) Credits arising from the Agreement and the applicable legislation.
  - (ii) Any other due debt by the Operator to the Transmission User arising from the Agreement and 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. In case the Transmission User does not pay the total amount due until the Due Date, said amount shall become overdue and chargeable. In this case:
- a) in addition to the due amount, the Transmission User shall be charged with default interest calculated from the day after the Due Date at the interest rate for late payment as is determined by the Bank of Greece, until the full payment of the due amount.
  - b) the Operator shall notify the Transmission User by any appropriate means that, if the chargeable 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 notifying the Transmission 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 this Agreement; and
  - d) other consequences provided for by the applicable legislation shall apply.

6. It is explicitly agreed that if the Transmission 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 provided for by Article [12] of the 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 the method of measuring the quantity and the quality of Natural Gas delivered at an Entry Point or Reverse Flow Entry Point or received from an Exit Point or Reverse Flow Exit Point,
- b) the access process of the Transmission 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 [2] of this Article and any other specific provisions of the Network Code, the Parties must restrictively compensate for actual pecuniary losses due to willful breach of any obligations as per present Agreement. The Parties are not liable for compensation in case of consequential damages.
2. Without prejudice to cases where it is proven that the Parties and 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 breach or defective performance of their obligations during the implementation of the 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 Transmission Agreement).
3. In order for a Transmission User to substantiate a claim for compensation by the Operator, as defined in the previous paragraphs, the Transmission User shall submit to the Operator in writing a request for the provision of detailed information. The information and the evidence requested must be defined specifically 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 Transmission User must also provide detailed information, especially with regard to the following:
  - A) the nature of the loss and the time on which it occurred,
  - B) the identification of the direct material damage that the Transmission User invokes,
  - C) analysis and documentation of the costs and expenses incurred in order to restore direct actual pecuniary loss, for which considers that he is entitled to be compensated by the Operator.
4. The Operator must provide the Transmission User with the requested evidence within a period no longer than thirty (30) days from the submission of the relevant request by the Transmission User pursuant to the provisions of 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, as 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 facility or other facilities or equipment necessary for the provision of the 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. Guarantee

1. The Transmission User must provide the Operator with a guarantee for performance of its obligations towards the Operator, including the obligation to pay any charges arising from the Network Code. 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 Transmission User may choose the way to perform the obligation for the provision of a guarantee, provided that the provisions of Article [21<sup>B</sup>] of the Network Code are met and according to the following paragraphs.

3. The Transmission 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 of the European Free Trade Association and its content must comply with the template in Annex [5] and/or Annex [6] 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. Without prejudice to paragraph 6 of this Article, the amount of the guarantee that the Transmission User must provide according to the Transmission Capacity for Delivery and/or the Transmission Capacity for Reception booked by virtue of the Approved Application for Firm Services shall be calculated as follows:

- A. If the term of the Approved Application for Firm Services is equal to or longer than three hundred and sixty-five (365) consecutive Days, the amount of the guarantee shall be equal to twenty per cent (20%) of the sum of the annual capacity charge of all the Entry Points and/or Reverse Flow Entry Points or Exit Points and/or Reverse Flow Exit Points based on the relevant Transmission Capacity for Delivery or Transmission Capacity for Reception booked by the Transmission User at every Point by virtue of the Approved Application, as such charge is calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.

If the term of the Approved Application for Firm Services is longer than ninety (90) consecutive Days and shorter than or equal to three hundred and sixty-four (364) consecutive Days, the amount of the guarantee shall be equal to percentage 'A' (%) of the sum of the capacity charge of all the Entry Points and/or Reverse Flow Entry Points or Exit Points and/or Reverse Flow Exit Points based on the relevant Transmission Capacity for Delivery or Transmission Capacity for Reception booked by the Transmission User at every Point by virtue of the Approved Application, as such charge is calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff. Percentage 'A' (%) is calculated as follows:

$$A (\%) = 50 - \frac{(\Delta_{\Sigma YM} - 90)}{275} * 30$$

Where  $\Delta\Sigma\text{YM}$  is the number of Days of term of the Approved Application for Firm Services, with  $90 < \Delta\Sigma\text{YM} \leq 364$ .

- B. If the term of the Approved Application for Firm Services is longer than five (5) consecutive Days and shorter than or equal to ninety (90) consecutive Days, the amount of the guarantee shall be equal to fifty per cent (50 %) of the sum of the capacity charge of all the Entry Points and/or Reverse Flow Entry Points or Exit Points and/or Reverse Flow Exit Points based on the relevant Transmission Capacity for Delivery or Transmission Capacity for Reception booked by the Transmission User at every Point by virtue of the Approved Application, as such charge is calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.
  - C. If the term of the Approved Application for Firm Services is shorter than or equal to five (5) consecutive Days, the amount of the guarantee shall be equal to one hundred per cent (100 %) of the sum of the capacity charge of all the Entry Points and/or Reverse Flow Entry Points or Exit Points and/or Reverse Flow Exit Points based on the relevant Transmission Capacity for Delivery or Transmission Capacity for Reception booked by the Transmission User at every Point by virtue of the Approved Application, as such charge is calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.
5. Without prejudice to paragraph 6 of this Article, the amount of the guarantee that the Transmission User must provide in proportion to the Interruptible Transmission Capacity for Delivery or the Interruptible Transmission Capacity for Reception which was booked by virtue of the Approved Application for Interruptible Services shall be equal to one hundred per cent (100 %) of the sum of the capacity charge of all the Entry Points and/or Reverse Flow Entry Points or Exit Points and/or Reverse Flow Exit Points based on the relevant Interruptible Transmission Capacity for Delivery or Interruptible Transmission Capacity for Reception booked by the Transmission User at every Point by virtue of the Approved Application, as such charge is calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.
6. In case a Transmission User participates in auctions of Standard Transmission Capacity Products pursuant to the specific provisions of Regulation 459/2017 and Chapter [2B] of the Network Code or an LNG Auction, pursuant to the specific provisions of Chapter [11] of the Network Code, the following shall apply:
- A) In order to participate in auctions for Standard Transmission Capacity Products:
    - (i) For participating in auctions, the Transmission User must provide a guarantee pursuant to the provisions of Article [21G] of the Network Code, and
    - (ii) the guarantee that applies to the Transmission Capacity for Delivery or Reception, on a Firm or Interruptible basis, booked by the User through the relevant auction, as appropriate, shall be calculated according to the provisions of Article [21H] of the Network Code.
  - B) In order to participate in LNG Auction:
    - (i) For participating in LNG Auction, the Transmission User must provide a guarantee pursuant to the provisions of Article [21G] of the Network Code, and
    - (ii) the guarantee that applies to the Transmission Capacity for Delivery booked by the User through the LNG Auction, shall be calculated according to the provisions of Article [21H] of the Network Code.
7. If, during the term of an Approved Application for Firm Services and pursuant to the provisions of the Network Code, there is a change to the Transmission Capacity for Delivery or the Transmission Capacity for Reception booked by the Transmission User by virtue of such Application at Entry Points and/or Reverse Flow Entry Points or Exit Points and/or Reverse Flow Exit Points, the amount of guarantee for booking the Transmission Capacity shall be adjusted as below:

- A) In case of increase of the Transmission Capacity for Delivery or the Transmission Capacity for Reception booked by the Transmission User: The Operator calculates the amount of guarantee based on the amount of the Booked Transmission Capacity for Delivery or the Booked Transmission Capacity for Reception of the Transmission User resulting from the change. Without prejudice to the provisions of the case “C” below, the new amount of guarantee for booking the Transmission Capacity is considered for calculating the Minimum Transmission User Guarantee Limit on the Day the change takes place.
- B) In case of decrease of the Transmission Capacity for Delivery or the Transmission Capacity for Reception booked by the Transmission User: The Operator calculates the amount of guarantee based on the amount of the Booked Transmission Capacity for Delivery or the Booked Transmission Capacity for Reception of the Transmission User resulting from the change. The adjusted amount of the guarantee is considered for the calculation of the Minimum Transmission User Guarantee Limit on the following business Day from the Day of the full payment by the Transmission User of any amount due to the Operator, according to the invoice for the Month on which the change took place.
- C) In case of successive fluctuations of the Transmission Capacity for Delivery or the Transmission Capacity for Reception booked by the Transmission User: The Operator calculates the amount of guarantee based on the amount of the Booked Transmission Capacity for Delivery or the Booked Transmission Capacity for Reception of the Transmission User resulting from every change. If the new amount of the guarantee for the booking of the Transmission Capacity for Delivery or the Transmission Capacity for Reception exceeds each previous amount of guarantee during the Month that the change took place, the new amount of guarantee is considered for the calculation of the Minimum Transmission User Guarantee Limit on the Day the change takes place. Otherwise, the new amount of guarantee for the booking of the Transmission Capacity for Delivery or the Transmission Capacity for Reception is considered for the calculation of the Minimum Transmission User Guarantee Limit on the following business Day from the Day of the full payment by the Transmission User of any amount due to the Operator, according to the invoice of the Month during which the change took place.

8. The part of the guarantee which the Transmission User must provide every Day (d) during the term of the Agreement in order to cover charges resulting from the Balancing process (Gbal,d) in Euro shall be calculated as follows:

Gbal,d = 0, if the Day (d) does not fall within the Reference Period of any Approved Application, or even if it does, the provision of services under any of these Applications has not yet started, or

Gbal,d = max [Gbal,ini,  $\sum_1^{(d-1)} HEE\Phi(k) - \sum_1^{(d-1)} INV(k)$  ], for every Day (d) on which

the Transmission User is provided with services under one or more Approved Applications and for every Day (d) that the Reference Period for Approved Applications, under those services that have already been provided, has not yet lapsed,

Where:

Gbal,ini: The initial guarantee amount that covers charges of the Transmission User arising from the Balancing process, defined in paragraph [9].

$\sum_1^{(d-1)} HEE\Phi(k)$ : The algebraic sum of the Transmission User’s Daily Charges and Daily Credits, from the first Day of provision of services based on the first Approved

Application under the Agreement until Day (d-1). The calculation of the Transmission User's Daily Charges and Daily Credits for every Day (k), shall be carried out by the Operator based on the Indicative Allocation of Natural Gas Quantities for that Day, pursuant to Article [43] of the Network Code. Term  $\sum_1^{(d-1)} HEE\Phi(k)$  shall be updated based on the Final Allocation of Natural Gas Quantities on the following Day from the Day on which such allocation was sent to the Transmission User, pursuant to Article [43] of the Network Code.

In order to calculate the term  $\sum_1^{(d-1)} HEE\Phi(k)$ , the Transmission User's Daily Charges shall have a positive value and the Transmission User's Daily Credits shall have a negative value. On the starting Day of the provision of services based on the first Approved Application under the Agreement (d=1), term  $\sum_1^{(d-1)} HEE\Phi(k)$  shall be zero.

INV(k): Any amount paid by the Transmission User to the Operator or by the Operator to the Transmission User on the basis of an issued invoice which concerns charges or credits to the User arising from the Balancing process and this payment was certified by the Operator on Day (k). If the invoice concerns a charge to the Transmission User, the INV(k) factor shall have a positive value. If the invoice concerns a credit to the Transmission User, the INV(k) factor shall have a negative value. If on Day (k) there was no payment by the Transmission Users to the Operator and by the Operator to the Transmission User, the INV(k) factor shall be equal to zero (0).

$\sum_1^{(d-1)} INV(k)$  : The algebraic sum of the term INV(k) from the starting Day of provision of services based on the first Approved Application under the Agreement until and including Day (d-1). On the starting Day of the provision of services based on the first Approved Application under the Agreement (d=1), term  $\sum_1^{(d-1)} INV(k)$  shall have zero value.

**9.** The Gbal,ini factor shall be calculated at the time of the approval of the first Application for the provision of services submitted by the Transmission User under the Agreement and every subsequent time an Application for the provision of services submitted by the Transmission User is approved, provided that the Reference Time of any previous Approved Application has expired on the Day on each of any specific approved Application.

The Gbal,ini factor shall be calculated as follows:

- A) In case that services have already been provided to the Transmission User under the Agreement, within a period of twelve (12) months before the month of submitting an Application that falls within the cases above, the Gbal,ini factor shall be defined as equal to the maximum Daily Charge of said Transmission User during the period mentioned above. For calculating the price of the Gbal,ini factor, Days that fall within the time period mentioned above and during an Emergency and Alert Level Crisis, pursuant to Chapter [10] of the Network Code, shall not be taken into account.
- B) If within a period of twelve (12) months before the month in which an Application was submitted which falls within any of the aforementioned cases, services have not been provided to the Transmission User under the Agreement, the Gbal,ini factor is calculated as below:

B1) If the Application concerns the provision of Transmission Services on a Firm or Interruptible basis, the Gbal,ini factor is calculated according to the following formula:

$$\text{Gbal,ini} = \text{BTC} \times \text{MAXEXP} \times \text{BGMBP}$$

Where:

BTC: The Transmission Capacity booked by the User on the Transmission System by virtue of the Application, determined as:

- (i) In case an Application for the provision of services for which the Transmission User requests the booking of Transmission Capacity at Exit Points, the term “BTC” (in kWh GCV/Day) means the total, where applicable, Transmission Capacity for Reception or Interruptible Transmission Capacity for Reception as defined in the Application.
- (ii) In case an Application for the provision of services for which the Transmission User requests the booking of Transmission Capacity at Entry Points, the term “BTC” (in kWh GCV/Day) means the total, where applicable, Transmission Capacity for Delivery or Interruptible Transmission Capacity for Delivery as defined in the Application.

MAXEXP: The time period for which the Transmission Capacity has been booked, as defined in the Application, in Days, with a maximum of five (5) Days.

BGMBP: The average Balancing Gas Marginal Buy Price during the last twelve (12) months from the month in which the Application was submitted, in €/kWh GCV. In case that for any Day of the above period, there is no published price of the BGMBP, the Daily Balancing Gas Price is used.

If the price of the Gbal,ini factor, as calculated according to cases (A) and (B1) above, is lower than one hundred thousand (100.000) Euro, the price of Gbal,ini shall be one hundred thousand (100.000) Euro. If the price of the Gbal,ini factor, as calculated according to case (B), is higher than two million (2.000.000) Euro, the price of Gbal,ini shall be two million (2.000.000) Euro.

B2) If an Application concerns a request for accessing the VTP, the Gbal,ini price equals to one hundred thousand (100.000) euros.

Within the month October of each year (Y), the Operator recalculates Gbal,ini price for each Transmission User for which the 1<sup>st</sup> of October of year (Y) falls within the Reference Period of at least one Approved Application concluded with the Operator. In that case, the Gbal,ini price equals to the maximum Daily Charge of that Transmission User for the period from October of year (Y-1) until September of the year (Y). While calculating the price of the Gbal,ini factor, Days falling within the time period mentioned above and during which there was an Emergency and Alert Level Crisis, pursuant to Chapter [10] of the Network Code, shall not be taken into account. In case the price of the Gbal,ini factor as recalculated according to this paragraph, is less than one hundred thousand (100.000) Euros, the price of the Gbal,ini factor is set to one hundred thousand (100.000) Euros. In case the price of the Gbal,ini factor as recalculated according to this paragraph, exceeds the two million (2.000.000) Euros, the price of the Gbal,ini factor is set to two million (2.000.000) Euros. The recalculated price is taken into account for calculating the Minimum Transmission User Guarantee Limit from the 1<sup>st</sup> of December of year (Y).

**10.** Without prejudice to the provisions of paragraphs 12, 13 and 14 of this Article, if:

- A) The User Net Position of the Transmission User for Day (d) is positive, and
- B) All overdue debts of the Transmission User arising from the Agreement until Day (d) have been paid in full, and
- C) The Transmission User has requested it,

the Operator must reimburse, without interest, part of the total guarantee up to an amount that equals to the User Net Position of the Transmission User on Day (d) minus the part of the guarantee which corresponds to the booking of capacity by the Transmission User following the publication of the User Net Position for 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 until the publication of the User Net Position for the Day (d+1), the part of the guarantee that is to be returned shall not be considered while calculating the adequacy of the available guarantees for capacity booking pursuant to Article [21<sup>F</sup>] of the Network Code. From Day (d+1) and onward, the part of the guarantee to be returned shall not be considered to the Total Guarantee (TGUA) for the calculation of the User Net Position for said Day.

**11.** The process by which the Operator shall return the part of the guarantee to the requesting Transmission User, is the following:

- A) Request for returning part of the guarantee concerning 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 Transmission User, without interest, the Guarantee Cash Amount that has been deposited to the Operator's account and is calculated according to paragraph [10]. In case the guarantee amount requested by the Transmission User to be returned is higher than the amount that is calculated according to paragraph [10], the Operator shall return to the Transmission User the amount that is calculated according to paragraph [10].
- C) If, following case (B) above, there is a remaining part of the guarantee to be returned to the Transmission User, the Operator, within ten (10) business Days from Day (d), shall proceed to the relevant reduction of the Letter of Guarantee that has been provided by the Transmission User and according to the Letter's terms.

**12.** If the Transmission User's Net Position on Day (d) and on Day (y), which is defined as 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 by virtue of this Agreement and any Approved Application that is valid on Day (y+1), without further notification of the Transmission User and without any obligation from the Operator's side to pay any indemnity for the cessation of the provision of the above-mentioned services for this reason. If the Transmission 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 Transmission User from Day (y+2). If the Transmission 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). Not providing the required guarantee by the Transmission User within the aforementioned deadlines, will outright constitute a reason for the termination of the Agreement pursuant to Article [10] hereof.

**13.** Without prejudice to the other rights of the Operator arising from the Agreement, the Network Code, and the Law, if the Transmission User breaches any of the Agreement's contractual terms, the Operator, in order to ensure its interests 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 Transmission 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's side to determine or substantiate the reasons for retaining the Guarantee Cash Amount and/or for requesting the forfeiture of the Letter of Guarantee.

14. If 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 and/or the retention of the Guarantee Cash Amount results in the Transmission User's Net Position becoming negative, the User is obligated, the Day immediately after the Operator's relevant notice, to deposit a new Guarantee Cash Amount, so that the Transmission User's Net Position may become at least zero, pursuant to the provisions of Article [21<sup>E</sup>] of the Network Code. If, following the receipt of the Operator's default notice, the Transmission User's Net Worth 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 in force at that time. Breaching this obligation by the Transmission User to provide the required guarantee shall constitute serious grounds for termination of the Agreement by the Operator in accordance with Article [10] hereof.

15. It is expressly agreed that the Operator shall bear no responsibility for the compensation of any damages incurred by the Transmission 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 in the Agreement and every Approved Application for the reasons defined in the Agreement and the provisions of the relevant legislation.

16. If the Agreement is terminated or resolved for any reason and until the full payment by the Transmission User to the Operator of the total of the arrears arising from this Agreement, the Transmission User is not entitled to submit a new Application for the Conclusion of an 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 the Agreement. Within a deadline of fifteen (15) days, the other Contracting Party shall promptly notify the substitution beneficiary, in writing, regarding the acceptance or rejection of the substitution suggested. Until the required guarantees have been provided by the third person 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 stipulated by the Agreement, either of the Contracting Parties may terminate the Agreement at any time, provided that there is not any Approved Application in force.
4. Notice of termination shall be made in writing and shall become effective on its due service to the other Contracting Party. Upon due service of the notice of termination of the Agreement, the Operator shall cease to provide to the Transmission User the services under article 1 of the Agreement and all mutual financial claims of any nature of the Contracting Parties shall become automatically due and payable.

## **Article 11. Confidentiality Obligation**

1. The Contracting Parties already acknowledge and are bound by the confidential nature:
  - a) of all the documents and data communicated or to be communicated to them during the term of the Agreement, and which are related to the Agreement and its performance, 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 to 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 take any measure for imposing the above-mentioned 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 any 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 disputes 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 Agreement, 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 amend this Agreement 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 Transmission User shall retain the right to terminate the Agreement at no cost within the deadline referred to in the previous subparagraph, and the termination of the Agreement shall take effect upon prior due payment of all debts to the Operator. If the deadline for the amendment of this Agreement elapses without action and no termination has been made by the Transmission User as per above, the Operator reserves the right to terminate the Agreement at no cost within ten (10) days from the lapse of the aforementioned deadline.

### **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 the 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 the 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 Transmission User declares that is aware and accepts to comply with the policies of DESFA against bribery and corruption as posted on its website (www.desfa.gr).

With regard to the rights and obligations hereunder, the Transmission 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 Transmission Users by e-mail to the address [managementoffice@desfa.gr](mailto:managementoffice@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, said terms and conditions shall be notified to the Transmission 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 Transmission 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 Transmission User and the Operator. The Transmission User may become aware of the terms and conditions for the access to and use of the Electronic Information System, as they are applicable, whenever is requested.

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

4. If a Contracting party doesn't exercise 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 performance 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 addresses of the Contracting Parties as stated in the preamble of the Agreement. In case of change of the address of a 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 Contracting party received one copy, and one copy shall be legally and timely communicated to the competent Tax Office.

<b>THE CONTRACTING PARTIES</b>	
<p style="text-align: center;"><b>For the Operator</b></p> <p style="text-align: center;">Société Anonyme under the trade name "HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A."</p>  <p style="text-align: center;">The legal representative, ..... ..... (corporate seal)</p>	<p style="text-align: center;"><b>For the Transmission User</b></p> <p style="text-align: center;">"....."</p>  <p style="text-align: center;">The legal representative, ..... ..... (corporate seal)</p>

UNOFFICIAL TRANSLATION

**ANNEX 1**  
**APPLICATION FOR THE CONCLUSION OF A FRAMEWORK**  
**AGREEMENT FOR THE TRANSMISSION OF NATURAL GAS**

**APPLICATION FOR THE**  
**CONCLUSION OF A**  
**FRAMEWORK AGREEMENT**  
**FOR THE TRANSMISSION**  
**OF NATURAL GAS**

**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 .....

VAT code: .....

Contact numbers:

.....

.....

Fax .....

E-mail .....

(Location) .....

(date) .....

Having regard to the provisions of Law 4001/2011 (Government Gazette, A 179, hereinafter “the Law”), the NNGS Network Code and RAE decision no. .... on the approval of the Standard Framework Agreement on Natural Gas Transmission Services, 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 a Framework Agreement on Natural Gas Transmission.

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 TO BE SUBMITTED WITH THE APPLICATION FOR A FRAMEWORK AGREEMENT FOR THE TRANSMISSION OF NATURAL GAS

### 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 société 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 (GEMI) 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 Agreement, 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 Transmission User must immediately submit to the Operator the updated legalization documents. The abovementioned documents produce legal effects for the purposes of this Agreement from the 12th 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 Transmission User shall remain bound by the persons referred to in the previously legally submitted documents even if their revocation, modification, or termination have been legally published in accordance with the provisions in force. When submitting the updated/new documents, the Transmission User must jointly submit a 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**  
**APPLICATION TEMPLATE FOR THE PROVISION OF NATURAL GAS**  
**TRANSMISSION SERVICES ON AN FIRM BASIS**

**I. APPLICATION FOR FIRM TRANSMISSION SERVICES**

- **Transmission User Company Name:** [.....]
- **Transmission User EIC:** [.....]
- **Transmission Agreement Number:** [.....]
- **Service Provision Start Date:** [.....]
- **Service Provision End Date:** [.....]

- **Transmission Capacity Booking for Delivery at Entry Points, Reverse Flow Entry Points (\*)**

No.	Entry Point Name	Reverse Flow Entry Point Name	Transmission Capacity Booked for Delivery [kWh/day]

- **Conditional Transmission Capacity Booking for Delivery at Entry Point (\*)**

No.	Entry Point Name	Transmission Capacity Booked for Delivery [kWh/day]

- **Transmission Capacity booking for Reception at Exit Points, Reverse Flow Exit Points (\*)**

No.	Exit Point Name	Reverse Flow Exit Point Name	Transmission Capacity Booked for Reception [kWh/day]

- **Conditional Transmission Capacity Booking for Delivery at Reverse Flow Exit Points (\*)**

No.	Reverse Flow Exit Point Name	Transmission Capacity Booked for Reception [kWh/day]

- **Coupled Transmission Capacity Booking for Reception at a Pair of Coupled Exit, Entry Points (\*)**

No.	Entry Point Name	Transmission Capacity Booked for Delivery [kWh/day]
No.	Exit Point Name	Transmission Capacity Booked for Reception [kWh/day]

-

- **Transmission User's Authorized Representative Information submitting the Application for Firm Services**

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

- The requested Transmission Capacity for Delivery/Reception to be booked arises from the Transfer of Booked Transmission Capacity for Delivery/Reception, respectively, by virtue of the Approved Application for Firm Services with code number
- The requested Transmission Capacity for Delivery/Reception to be booked arises from the Release of Booked Transmission Capacity for Delivery/Reception, respectively, by the Transmission User with EIC code

**Location / Date of the Application**

<b>For and on behalf of the Transmission User</b>
(Signature)
(Full name)

(\*) Filled in as applicable

**II. DECISION OF THE OPERATOR FOR THE APPROVAL OR REJECTION OF THE APPLICATION FOR FIRM TRANSMISSION SERVICES**

On the submitted (file number ..... ) Application for Firm Transmission Services by the Transmission User with Transmission Agreement no. .... , the **OPERATOR**:

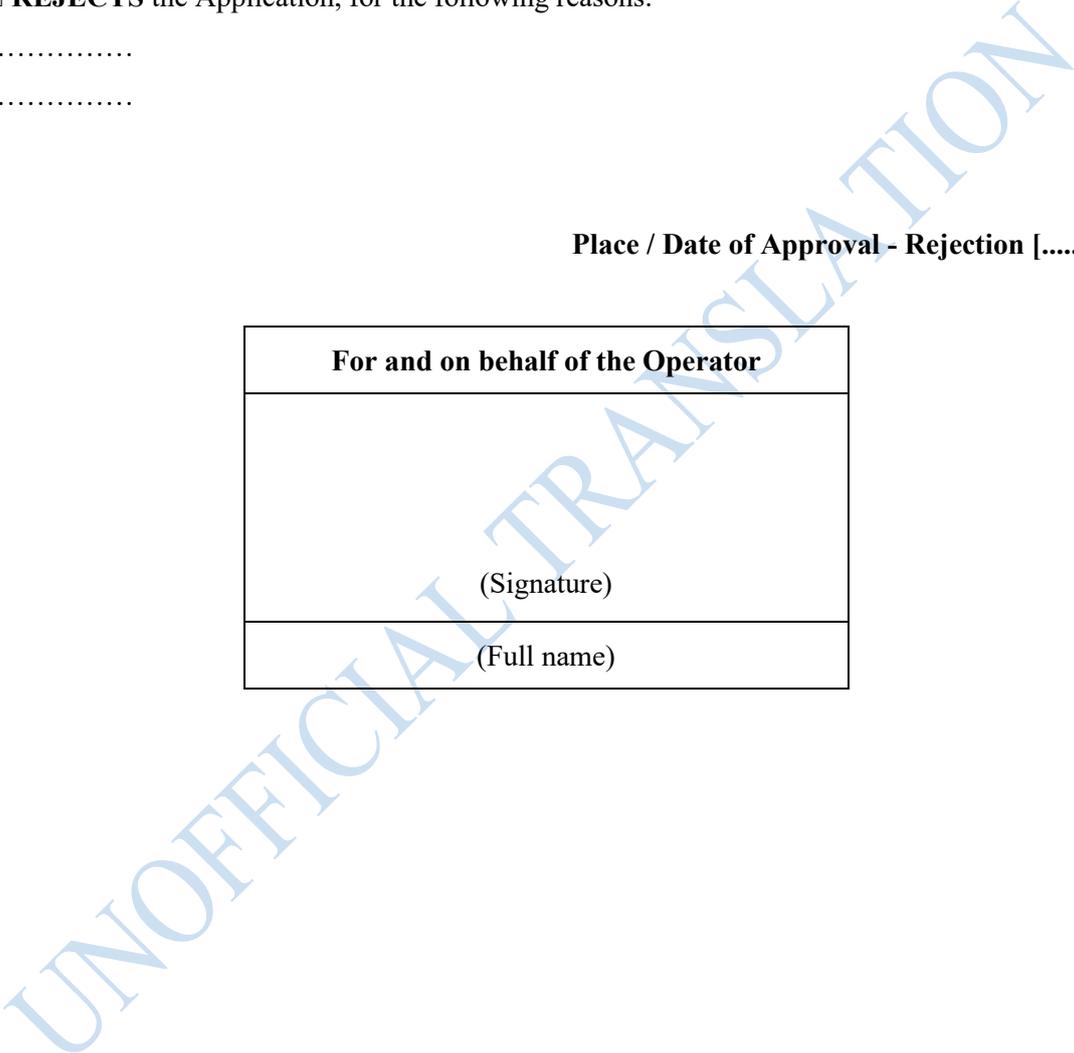
**APPROVES** the Application, which is assigned the **unique code number** [.....]

**REJECTS** the Application, for the following reasons:

.....  
.....

**Place / Date of Approval - Rejection** [.....]

<b>For and on behalf of the Operator</b>
(Signature)
(Full name)



**ANNEX 3**  
**APPLICATION TEMPLATE FOR THE PROVISION OF NATURAL GAS**  
**TRANSMISSION SERVICES ON AN INTERRUPTIBLE BASIS**

**I. APPLICATION FOR INTERRUPTIBLE TRANSMISSION SERVICES**

- **Name of the Transmission User** : [.....]
- **Transmission User EIC** : [.....]
- **Transmission Agreement Number** : [.....]
- **Service Provision Start Date** : [.....]
- **Service Provision End Date** : [.....]

- **Interruptible Transmission Capacity Booking for Delivery at Entry Points (\*)**

No.	Entry Point Name	Interruptible Transmission Capacity Booking for Delivery [kWh/day]

- **Interruptible Transmission Capacity Booking for Reception at Reverse Flow Exit Points (\*)**

No.	Reverse Flow Exit Point Name	Interruptible Transmission Capacity Booking for Reception [kWh/day]

- **Transmission User's Authorized Representative information submitting the Application for Interruptible Services**

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

**Place / Date of the Application**

<b>For and on behalf of the Transmission User</b>
(Signature)
(Full name)

(\*) Filled in as applicable

**II. DECISION OF THE OPERATOR FOR THE APPROVAL OR REJECTION OF THE APPLICATION FOR INTERRUPTIBLE SERVICES**

On the submitted with file number ..... Application for Interruptible Services by the Transmission User with Transmission Agreement no. ...., the **OPERATOR**:

- APPROVES** the Application, which is assigned the **unique code number** [.....]
- REJECTS** the Application, for the following reasons:

.....  
.....

Location / Date of Approval - Rejection [.....]

<b>For and on behalf of the Operator</b>
(Signature)
(Full name)

UNOFFICIAL TRANSLATION

**ANNEX 4**  
**APPLICATION TEMPLATE FOR ACCESS TO THE VIRTUAL TRADING POINT**

**I. APPLICATION FOR ACCESS TO THE VIRTUAL TRADING POINT**

- **Name of the Transmission User** : [.....]
- **Transmission User EIC** : [.....]
- **Transmission Agreement Number** : [.....]
- **Service Provision Start Date** : [.....]

**Data of Transmission User's Authorized Representative who submits the Application for Access to the Virtual Trading Point**

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

**Place / Date of the Application**

<b>For and on behalf of the Transmission User</b>
(Signature)
(Full name)

**II. DECISION OF THE OPERATOR FOR THE APPROVAL OR REJECTION OF THE APPLICATION FOR ACCESS TO THE VIRTUAL TRADING POINT**

On the submitted withfile number ..... Application for Access to the Virtual Trading Point by the Transmission User with Transmission Agreement no. ...., the **OPERATOR:**

**APPROVES** the Application, which is assigned the **unique code number** [.....]

**REJECTS** the Application, for the following reasons:

.....  
.....

Place / Date of Approval - Rejection [.....]

<b>For and on behalf of the Operator</b>
(Signature)
(Full name)

UNOFFICIAL TRANSLATION

**ANNEX 5**  
**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 Natural Gas Transmission 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., 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 for the Transmission of Natural Gas, the timely and due execution of all obligations arising from the abovementioned Agreement for the Transmission of Natural Gas 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 6**  
**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 Natural Gas Transmission 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 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 for the Transmission of Natural Gas, the timely and due execution of all obligations arising from the above-mentioned Agreement for the Transmission of Natural Gas 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