

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

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.", with registered office in _____, Greece, at _____ Street, number _____, registered in the General Electronic Commercial Registry with number _____, with TIN _____, Tax Office KEFODE ATTIKIS and EIC code _____, duly represented for the signing of this agreement by _____, resident of _____, [Country], on _____ Street, number _____, holder of ID card / passport no. _____, issued by [issuing authority], with TIN _____ of the competent tax authority ([issuing authority]), hereinafter referred to as "the Operator" or "DESFA", and

b) on the other hand, the company with the name "_____", which has been legally established and is operating under the law of [Country], with registered office in the city of _____, [Country], at _____ Street, number _____, registered in the competent commercial registry ([issuing authority]) with number _____, with TIN _____ of the competent tax authority ([issuing authority]) and EIC code _____, duly represented for the signing of this agreement by _____, resident of the city of _____, [Country], on _____ Street, number _____, holder of ID card / passport no. _____, issued by [issuing authority], with TIN _____ of the competent tax authority ([issuing authority]), hereinafter referred to as "the LNG User", and jointly as the "Contracting Parties"/"Parties",

and taking into consideration that the other contracting party:

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

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

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

Article 1. Interpretation

1. Terms in capital letters that are not specifically defined in this Framework Agreement for the Use of the LNG (hereinafter referred to as the "Agreement") shall have the meaning attributed to them in Law 4001/2011 (hereinafter referred to as the "Law"), the Network Code, and the Tariff Regulation of the Basic Activities of the NNGS (hereinafter referred to as the "Tariff Regulation").

2. Unless otherwise provided in the Agreement, any express reference to a piece of legislation (including any legislation in any jurisdiction) shall be construed as a reference to that piece of legislation as amended, codified or re-enacted under any other legislation, before or after the date of this Agreement.

3. References to a paragraph, article, or Annex refer to paragraphs, articles, or Annexes of this Agreement, unless otherwise specified.

Article 2. Scope and Nature of the Agreement

1. The scope of the Agreement includes the determination of the terms, conditions, and procedures under which the Operator provides and the LNG User obtains access to the Basic LNG Service and other services as specifically defined in Chapter [11] of the Network Code (hereinafter referred to as the “LNG Services”), as well as the determination of all mutual rights and obligations of the Contracting Parties.
2. The Agreement constitutes a framework agreement and is implemented through Approved Applications for LNG Gasification Capacity Booking and LNG Cargo Unloading Scheduling, as applicable (each hereinafter referred to as the “Approved Application”), which constitute executory contracts thereof. Each Approved Application is an integral and indivisible part of the Agreement, considered an annex thereto, and is governed by its terms.
3. The following constitute integral and indivisible parts of the Agreement:
 - a) the Network Code, the Tariff Regulation, and the NNGS Measurement Regulation,
 - b) each Approved Application,
 - c) its Annexes, and
 - d) the Terms and Conditions of Access and Use of the Electronic Information System (hereinafter referred to as the “EIS” and, respectively, the “EIS Terms and Conditions of Access”) and the EIS Operating Manual (hereinafter, together with the EIS Terms and Conditions of Access, the “Manuals”), the entire content of which is automatically incorporated into the Agreement by reference and forms an integral part thereof. By signing the Agreement, the Operator and the LNG User agree and accept that they are bound by the Manuals, as currently in force and as amended periodically, subject to approval (where required) by the RAAEY.
4. In the event of any inconsistency between the terms of the main body of the Agreement and its Annexes, the terms of the Agreement shall prevail. In the event of any inconsistency between the terms of the Agreement (including its Annexes) and the terms of any of the Manuals, the terms of the latter shall prevail.

Article 3. Executory Contacts

1. Subject to the provisions of paragraph [5], the LNG User shall submit to the Operator an Application for an LNG Gasification Capacity Booking or an Application for LNG Cargo Unloading Scheduling, as applicable (each hereinafter referred to as the “LNG Application”).
2. LNG Applications and any other application in accordance with the Network Code shall be submitted electronically through the corresponding functionality of the EIS pursuant to Article 102 of the Network Code. Exceptionally, in the event of limited or unavailable availability or suspension of the EIS for any reason, these applications may be prepared in writing, in accordance with the relevant templates published on the Operator’s website and submitted to the Operator as an original document or a digitally signed copy, applying the provisions of Article 102A of the Network Code. The Operator reserves the right, at its discretion, to request the LNG User to submit any such application in its original, signed form.
3. For the submission of an LNG Application, as well as in order to carry out any action foreseen under this Agreement, pursuant to the Network Code and relevant legislation, the LNG User shall duly give specific legal authorization to one or more representatives (hereinafter “Authorized Representatives”, without any limitation regarding the amount of the financial obligations to be assumed, in accordance with the terms of the Agreement and the Manuals. Applications submitted digitally through the corresponding functionality of the EIS are fully binding on the

LNG User, as if they had been drawn up in writing and signed by its legally authorized representatives.

4. An LNG Application, as well as the performance of any act provided for in the framework of the Agreement in accordance with the Network Code and the relevant legislation, which fulfills the requirements of the Agreement and the conditions of the relevant provisions of the applicable legislation, shall be approved by the Operator, through the corresponding functionality of the EIS otherwise it shall be justifiably rejected and RAAEY shall be notified of said rejection. Exceptionally, if it has been drawn up in writing pursuant to Article 102A of the Network Code, the Operator's decision to approve or reject it shall be notified in writing to the LNG User, in accordance with the relevant template published on the Operator's website.

5. In the case of an LNG Auction, the LNG Gasification 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 LNG 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, and the terms of this Agreement. It is also obliged to comply with and be bound by the LNG Auction Manual and the Auction Manual of the LNG Auction Platform, published by the Operator on its website, the entire content of which is automatically incorporated into the Agreement by reference and forms an integral part thereof. With the participation of the LNG User in the LNG Auction, the unconditional acceptance of these terms is presumed.

Upon completion of the LNG Auction, its result with regard to the LNG User shall be considered a complete Approved LNG Gasification Capacity Application and shall be fully binding on the LNG User vis-à-vis the Operator. Based on this result, the LNG Gasification Capacity is booked in favor of the LNG User that has emerged as the highest bidder, through the Approved LNG Gasification Capacity Booking Application, and the LNG User is obliged to pay the Operator the corresponding charge according to Article 7 of the Agreement, as this charge is specified in the NNGS Tariff Regulations and the NNGS Usage Tariff.

6. Approved LNG Gasification Capacity and LNG Cargo Unloading Scheduling Applications shall be revoked only for an important reason and only following an agreement with the Operator.

Article 4. Access to the EIS

1. Access to the EIS is possible via the [] website or any other website notified by the Operator to the LNG User from time to time. In order to access the EIS, the LNG User is required to accept the EIS Terms and Conditions of Access and follow the procedures set out in the Operating Manual. The EIS Terms and Conditions of Access, which are binding for both the LNG User and the Operator, should be read together and supplement the legal provisions and terms and agreements governing the contractual relationship between the LNG User and the Operator.

2. The EIS Terms and Conditions of Access determine, among other things, the terms and procedure for registering and granting access and security codes to the LNG User and its Authorized Representatives, as well as for deactivating their accounts. The Operator reserves the right to update the EIS Terms and Conditions of Access and the procedures of the Operating Manual in order to comply with any changes in the applicable legislation or in order to apply different user identification procedures, or due to changes in the technical and operational specifications of the EIS, at the Operator's discretion. The updated EIS Terms and Conditions of Access shall be communicated to the LNG User and its Authorized Representatives upon their first entry into the EIS after the update, in order for them to accept them. The LNG User may

take note of the content of these terms and conditions, as applicable at any given time, whenever it wishes.

3. The LNG User shall take all appropriate security measures to ensure the proper use of the EIS and prevent unauthorized access to it. The LNG User shall select, according to its own criteria and at its sole responsibility and risk, the natural persons who will access the EIS on its behalf to carry out transactions. In any case, the LNG User is bound by and bears full responsibility for any request, statement/notification and information submitted, for any transaction and, in general, for any legal act performed through the EIS, where the user code and security code of its Authorized Representatives is used.

4. With regard to proof of transactions through the EIS, the export and printing of copies or extracts from the electronically maintained records of EIS in connection with the Application for the Conclusion of an LNG Agreement, any Approved Application or other application, notification, or other action (as well as in relation with the relevant approval, where required, or rejection by the Operator), and in general in relation to any transaction or legal act performed, or information submitted, by the LNG User through the EIS (including acceptance of the EIS Terms and Conditions of Access), constitutes full proof of the existence, origin, terms, and content thereof, subject to rebuttal.

Article 5. Term

1. This Agreement is concluded for an indefinite term, it shall enter into force on the date of its signature by the last Contracting Party and shall be valid until it is terminated pursuant to the provisions of Article [13] thereof.

Without prejudice to the provisions of Article [13] of the Agreement, the start date and the end date of the LNG Services provided shall be determined in the relevant Approved Application, also pursuant to the provisions of the Network Code.

Article 6. Obligations of the Contracting Parties

1. The Operator shall provide to the LNG User the LNG Services in accordance with the terms of the Agreement and the data of each Approved Application in the most economical, transparent and direct way, without discrimination between the LNG Users.

2. The LNG User must deliver LNG to the LNG Facility that meets the Natural Gas Quality Specifications stipulated by the Network Code and the applicable legislation and must duly and timely pay the Operator any financial obligations of any nature arising from the Agreement, the Network Code and the relevant legislation.

3. It is explicitly agreed that, for the purposes of the Agreement, the Booked Gasification Capacity of the LNG User shall be as determined in the "Approved LNG Gasification Capacity Booking Application".

4. It is explicitly agreed that the terms of provision of the Standard LNG Service may be amended when the requirements referred to in Articles [81et seq.] and [71] of the Network Code are met, subject to the terms and the procedure laid down therein.

5. It is explicitly agreed that any matter that is not regulated by this Agreement shall be governed by the Network Code and the relevant legislation.

Article 7. Pricing and Payments

1. The LNG User must pay a monthly financial fee to the Operator (hereinafter called “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, the NNGS Usage Tariff and any relevant delegated acts. It is explicitly agreed that the LNG User shall incur any tax, duty or other relative charge to the aforementioned Fee, as may be imposed in accordance with the applicable legislation. The Operator shall pay monthly to the LNG User any charges that are attributable to the latter pursuant to the Network Code, the NNGS Tariff Regulation, the NNGS Usage Tariff and any relevant delegated acts.
2. The LNG User acknowledges that the Operator’s Fee is fair and reasonable, proportionate to the services provided, and not subject to restrictions, terms, conditions and reservations, offsetting or any reductions, save as otherwise stipulated by the applicable legislation.
3. The LNG User shall be invoiced on a monthly basis. The relevant settlement shall be made according to the NNGS Tariff Regulation and the NNGS Usage Tariff. The invoices for each calendar month shall be issued and sent by the Operator to the LNG User no later than the twentieth (20th) calendar day of the following calendar month and, if this is not a working day, until the first subsequent working day. It is explicitly agreed that the Parties shall fulfill their financial obligations towards each other for every invoice, as these are specified in each monthly invoice, by the Due Date. The Due Date for each invoice shall be the tenth (10th) business day from the day on which each invoice was sent by its issuer.
4. The invoice shall state in detail, relating to the relevant calendar month, at least the following:
 - a) The LNG User’s financial obligations towards the Operator, as follows:
 - (i) The Operator’s Fee to be paid by the LNG User and, separately, every charge provided by this Agreement or by the provisions of the Network Code, the NNGS Tariff Regulation and the NNGS Usage Tariff.
 - (ii) The sum of any taxes, duties or other charges that may be incurred by the LNG User in accordance with the applicable legislation.
 - (iii) 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 taxes, duties or other charges that may be incurred by the Operator in accordance with the applicable legislation.
 - (iii) The total amount that is due by the Operator.
5. In case the LNG User does not pay the total amount due until the Due Date, said amount shall become overdue and chargeable. In this case, without prejudice to or limitation of the other rights of the Operator and regardless of whether the Net Position of the Transmission User is positive:
 - 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 LNG 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 LNG User and without any obligation on the part of the Operator to pay any indemnity for the cessation of the provision of the aforementioned services for this reason.

- c) the Operator is entitled to retain the Guarantee Amount and/or request the forfeiture of the Letter of Guarantee in accordance with Article [11], as well as to terminate the Agreement in accordance with Article [13] of this Agreement; and
- d) other consequences provided for by the applicable legislation and the Agreement shall apply.

6. It is explicitly agreed that if the LNG User disputes the amount of the financial obligations referred to in paragraph [4(a)] or [4(b)], these amounts shall be payable despite any referral of the dispute to amicable settlement, arbitration or litigation as provided for by Article [15] of the LNG Agreement. Any unduly paid or non-credited amounts shall be paid with interest in accordance with the default rate as determined by the Bank of Greece.

Article 8. Measurements and Tests

Any issue relating to:

- a) the process and the method of measuring the quantity and the quality of LNG delivered or stored at the LNG Facility,
- b) the access process of the LNG User to the measuring devices, and
- c) the settlement of disputes between the Parties regarding measurements,

shall be governed by the relevant provisions of the Network Code and the Measurement Regulation of the NNGS.

Article 9. Liability of the Contracting Parties

1. Without prejudice to paragraph [5] of this Article and any other specific provisions of the Network Code, the Contracting Parties are restrictively obliged to compensate for actual pecuniary losses due to breach of any obligations as per present Agreement, as specified in the following paragraphs of this Article. The Parties are not liable for compensation in case of indirect and consequential damages.

2. The Operator must compensate for any incidental damage incurred by the LNG User as a result of willful breach or willful defective performance of the Operator's obligations that arise from the Agreement, pursuant to the specific provisions of this Article and mainly due to damage to the connection pipes of the ship owned or chartered by the LNG User caused by the arms of the terminal during the receipt of LNG from that ship.

3. The LNG User, who is also the owner or operator of the LNG vessel used, must compensate for any incidental damages incurred towards the Operator, the Operator's facilities or third parties whom the Operator must compensate during the fulfillment of its obligations and which, indicatively and not restrictively, arise from or are related to:

- a) the collision of an LNG vessel owned or chartered by the LNG User at the Operator's LNG terminal facilities,
- b) chemical, toxic, or other environmental pollution caused by an LNG vessel owned or chartered by the LNG User.
- c) damage or rupture of the LNG collection arms of the Operator's terminal due to an LNG vessel owned or chartered by the LNG User.

4. The LNG User who, without being the owner or operator of the LNG vessel used, is the final recipient of the LNG cargo transported and/or is connected to the owner, the operator or the manager of the LNG vessel by a charter, time charter, bill of lading or any other legal relationship, expressly assumes guarantee liability for the risk of non-compliance or incomplete compliance by the shipowner, operator, owner and/or operator of the LNG vessel and any agent or assistant thereof to comply with the applicable laws and safety regulations, such as, indicatively, the General and Special Port Regulations, the Terms of Use, the Marine Procedure Manual of the LNG terminal and other regulations of the Operator.

The guarantee liability of the LNG User is separate and independent from the existence and extent of the liability of the shipowner, the owner and/or the operator of the LNG vessel and their agents or assistants, and consists of the LNG User's obligation to compensate the Operator for any positive financial loss caused to the Operator, the Operator's facilities or to third parties for whom the Operator is liable for compensation and, indicatively and not restrictively, arises from or is related to:

- a) a collision of the LNG vessel used by the LNG User as described above at the facilities of the LNG Terminal Operator,
- b) chemical, toxic, or other environmental pollution caused by the LNG vessel used by the LNG User as described above, or
- c) damage to or rupture of the LNG collection arms of the Operator's terminal due to the LNG vessel used by the LNG User as described above.

The LNG User declares that it has taken note of the Conditions of Use and the Marine Procedure Manual of the Operator's LNG terminal, which are attached to this Agreement and form an integral part thereof.

The LNG User fully accepts and expressly acknowledges the above Terms of Use and the Marine Procedure Manual as binding on itself, as well as on its agents and assistants in the performance thereof. The LNG User also undertakes to notify the above Terms of Use and the Marine Procedures Manual to the shipowner, operator and/or manager of the LNG vessel used by the LNG User as described above.

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

6. In order for an LNG User to substantiate a claim for compensation from the Operator, as defined in paragraphs [1] and [2] of this article, the User shall submit to the Operator a written request for the provision of detailed information and evidence. The information and the evidence required must be specifically defined and be directly related to the claim and their provision must not be contrary to the Operator's obligations of confidentiality arising from the applicable legislation. In this request, the LNG User must also provide detailed information, especially with regard to the following:

- A) the nature of the loss and the date on which it occurred,
- B) the quantification of the direct material damage that the LNG User invokes,

C) analysis and documentation of the costs and expenses incurred to restore direct damage to property, for which the User is entitled to be compensated from by the Operator.

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

Article 10. Force Majeure

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

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

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

Article 11. Guarantees

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

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

3. The LNG User may choose one or a combination of the following forms of guarantee:

A) Deposit or transfer of cash to a bank account owned by the Operator exclusively for this purpose (Guarantee Cash Amount). The Guarantee Cash Amount shall be considered in calculating the User’s Net Position from the day it has been credited to the Operator’s account, pursuant to the provisions of Article [21^E] of the Network Code.

B) Bank Letter of Guarantee (Letter of Guarantee). In such a case, the Letter of Guarantee must be issued by an Acceptable Issuer and its content must comply with the template in Annex [2] and/or Annex [3] of the Agreement or their exact translation in the English language. The Letter of Guarantee shall be payable on first demand, 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^E] of the Network Code.

For the purposes of this Article [11], an Acceptable Issuer means (a) any Greek financial institution supervised by the European Central Bank as a significant supervised entity, including any subsidiary thereof, (b) any internationally recognized financial institution (including its subsidiaries and Greek branches) that is rated (i) at least BBB by Standard & Poor's Corporation or Fitch, or Baa3 by Moody's Investors Services, Inc., or (ii) lower than what is provided for in subparagraph (i) by an agency recognized by the Greek Central Bank, or Poor's Corporation or Fitch, or Baa3 by Moody's Investors Services, Inc., or (ii) a rating lower than what is provided for in subparagraph (i) above, provided that, in this case, the Letter of Guarantee is counter-guaranteed (and the relevant documentation is submitted to the Operator) by an internationally recognized financial institution that meets the criteria of subparagraph (i) above, or (c) any insurance company, within the meaning of paragraphs b and c of Article 14(1) of Law 4364/2016, operating legally in the Member States of the European Union or the European Economic Area.

4. The amount of the guarantee that the LNG User must provide proportionally to the Gasification Capacity booked by virtue of the Approved LNG Gasification Capacity Application shall be calculated as follows:

A) If the term of the Approved LNG Gasification Capacity Application is equal to or longer than three hundred and sixty-five (365) consecutive days, the amount of the guarantee shall be equal to thirty per cent (30 %) of the annual capacity charge corresponding to the Gasification Capacity booked by the LNG User by virtue of the Approved Application, as this charge has been calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.

B) If the term of the Approved LNG Gasification Capacity Application is shorter than three hundred and sixty-five (365) consecutive days, the amount of the guarantee shall be equal to fifty per cent (50 %) of the annual capacity charge corresponding to the Gasification Capacity booked by the LNG User by virtue of the Approved Application, as this charge has been calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.

5. In the event that an LNG User participates in an LNG Auction, in accordance with the more specific provisions of Chapter [11] of the Network Code, the following shall apply:

A) For its participation in the LNG Auction, the LNG User must provide a guarantee, in accordance with the provisions of article [210] of the Network Code, and

(B) The guarantee corresponding to the LNG Gasification Capacity booked by the User through the LNG Auction, is calculated in accordance with the provisions of article [211] of the Network Code.

6. If, during the term of an Approved LNG Gasification Capacity Application and pursuant to the provisions of the Network Code, the Gasification Capacity booked by the LNG User under this Approved Application changes, the amount of the guarantee for booking Gasification Capacity shall be adjusted as follows:

A) In the case of an increase in the Gasification Capacity booked by the LNG User: The Operator shall calculate the amount of the guarantee based on the Gasification Capacity booked by the LNG User resulting from the change. Without prejudice to case (C) below, the adjusted amount of the guarantee for booking the Gasification Capacity shall be considered in calculating the Minimum LNG User Guarantee Limit on the Day the change took place.

B) In case of a decrease in the Gasification Capacity booked by the LNG user: The Operator shall calculate the amount of the guarantee based on the Gasification Capacity booked by the

LNG User resulting from the change. The adjusted amount of the guarantee shall be taken into account in calculating the Minimum User Guarantee Limit on the following business Day from the Date of payment in full by the LNG User of any amount due to the Operator, according to the invoice for the Month during which the change took place.

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

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

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

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

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

- A) The request for the return of the part of the guarantee for Day (d) shall be submitted following the publication of the User Net Position for Day (d) and before the publication of the User Net Position for Day (d+1).
- B) Within five (5) business Days from Day (d), the Operator shall return to the LNG User, without interest, the Guarantee Cash Amount that has been deposited to the Operator's account and has been calculated according to paragraph [7]. If the part of the guarantee that the LNG User requests to be returned to him is higher than the amount that is calculated according to paragraph [7], the Operator shall return to the LNG User the amount that is calculated according to paragraph [7].
- C) If, following case (B) above, there is a remaining part of the guarantee to be returned to the LNG User, the Operator, within ten (10) business Days from Day (d), shall proceed to the relevant reduction of the Letter of Guarantee that was provided by the LNG User and according to the Letter's terms.

9. If the LNG User's Net Position on Day (d) and on Day (y), which is determined to be the following business day after Day (d), is negative, pursuant to Articles [21^D] and [21^E] of the Network Code, the Operator shall cease, as of Day (y+1), to provide the services agreed on by virtue of the Agreement and of any Approved Application that is valid on Day (y+1), without further notification of the LNG User and without any obligation to pay any indemnity for the cessation of the provision of the above-mentioned services for this reason. If the LNG User provides the required guarantee, pursuant to the provisions of Article [21^E] of the Network Code, so that the User's Net Position is at least zero on Day (y+1), the Operator shall resume the provision of services to the User from Day (y+2). If the LNG User provides the required guarantee, pursuant to the provisions of Article [21^E] of the Network Code, so that the User's Net Position is at least zero on Day (y+2), the Operator shall resume the provision of services to the Transmission User from Day (y+3). The non-provision by the User of the required guarantee within the aforementioned deadlines shall automatically constitute a breach of the stipulations of the Agreement and a reason for its termination pursuant to Article [10] of the Agreement.

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

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

without any obligation from the Operator side to determine or substantiate the reasons for which it retained the Guarantee Cash Amount and/or requested the forfeiture of the Letter of Guarantee, and shall be entitled to terminate the Agreement in accordance with Article [13] thereof.

11. In case the Letter of Guarantee is forfeited and/or the Guarantee Cash Amount is retained by the Operator and if the forfeiture of the Letter of Guarantee or/and the retention of the Guarantee Cash Amount results in the LNG User's Net Position becoming negative, the LNG User must, on the Day after the Operator's relevant notice, deposit a new Guarantee Cash Amount, so that the LNG User's Net Position may become at least zero, pursuant to the provisions of Article [21^E] of the Network Code. If, after having received the Operator's notice, the LNG User's Net Position remains negative, for this reason, the Operator shall cease to provide the services that have been agreed by virtue of the Agreement and any Approved Application that is valid at that time. Breach of this obligation by the LNG User shall form serious grounds for termination of the Agreement by the Operator in accordance with Article [13] hereof.

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

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

Article 12. 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 opposite Party shall promptly notify the substitution beneficiary, in writing, regarding the acceptance or rejection of the substitution suggested. Until the provision of the required guarantees by the third persons pursuant to Article [11] 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 [13] hereof.

Article 13. Contract Termination – Notice of termination

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

Article 14. Confidentiality Obligations

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

other information that has been legally published or characterized by the applicable provisions as public.

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

2. The Contracting Parties guarantee and shall take any measure for imposing the above duties of fidelity, confidentiality, and protection of the professional or trade secrecy on their employees and all sorts of associates, as well as the related companies of the Contracting Parties, and their employees and all sorts of associates.

3. The above obligations shall be binding upon the Contracting Parties during the term of the Agreement as well as after its termination in any way whatsoever.

Article 15. Applicable Law - Settlement of Disputes - Jurisdiction

1. The Agreement and any non-contractual obligations of the Parties arising from or related to it shall be governed by Greek Law and any dispute arising from or in connection with its performance or interpretation shall be resolved in accordance with the applicable Greek legislation.

2. Any term of the Agreement that is contrary to the Law or the Network Code or relevant delegated acts shall be automatically void. Invalidity of any term shall not entail invalidity of the Agreement as a whole.

3. The Contracting Parties undertake the obligation to make any possible effort for the amicable settlement of disputes arising during the execution of the Agreement. To this end, either Contracting Party may invite the other Party to amicably settle a dispute. Within three (3) business days from the proved delivery of the invitation to the Contracting Party it is addressed to, the Contracting Parties shall appoint and notify each other of their representatives to the settlement and shall negotiate in good faith and in line with commercial practice to settle the dispute. The settlement process shall be completed within thirty (30) days from the invitation for amicable settlement; the outcome of this negotiation shall be binding upon the Contracting Parties.

4. If the dispute cannot be settled amicably, the Contracting Parties may refer it to arbitration, in accordance with the provisions of the Civil Procedure Code or Article [37] of the Law. In particular, in case of a dispute relating to measurements and as long as such dispute has not been settled amicably, as per paragraph [3] hereof, it is hereafter agreed that the dispute shall be referred to a mutually accepted expert, in accordance with the procedure described in the "NNGS Measurements Regulation".

5. If the dispute cannot be resolved following the procedure described in paragraphs [3] and [4] above, the Courts of Athens shall be competent to resolve any dispute arising from the Agreement.

Article 16. Amendments to the Agreement

1. Without prejudice to the following paragraph and the cases provided for in the Network Code, this Agreement shall be amended in writing, while any other means of proof shall be excluded, whenever the Standard Framework Agreement for the Use of the LNG Facility of Article 68 of the Law is amended, unless the amendments are minor and do not deviate from the content of the latter.

2. In case of amendments to the provisions of the Network Code and the other regulatory framework governing the Agreement and the provision of LNG Services, which are mandatory for the Agreement, the new provisions shall automatically govern the Agreement and, to the extent that no specification or adaptation is required, shall automatically constitute contractual content, without the need for amendment. In this case, the LNG User shall be entitled to terminate the Agreement without penalty within an exclusive deadline of two (2) months or within such a deadline as may be stipulated in the new provisions.
3. If specialization or adaptation is required in order for the new provisions to become contractual content, the Contracting Parties agree to amend the Agreement so that it complies with the new Standard Framework Agreement for the Use of the LNG Facility approved in accordance with Article 68 of the Law. In this case, the Operator shall be entitled to terminate the Agreement without penalty if the two-month deadline from the relevant invitation to the LNG User to sign the amendment expires without action.
4. The termination referred to in paragraphs [2] and [3] above shall not affect the rights and obligations of the Contracting Parties, and the Contracting Parties shall be obliged to settle their financial relations immediately. Such termination shall be deemed to include any Approved Application that has not been executed, in whole or in part.

Article 17. Personal Data Protection Policy – Ethics and Anti-Corruption

1. The Parties shall process personal data exchanged between them within the framework of the Agreement (hereinafter referred to as "Personal Data") in accordance with the provisions of the national and European applicable legislation on personal data protection and today those of Regulation 2016/679/EU (hereinafter "General Regulation") and national legislation issued on the basis thereof and specifying it.

Personal Data shall be the subject of processing by the Contracting Parties, in their capacity as independent controllers, only to the extent necessary for the purpose of the performance of the Agreement or the fulfillment of a legal obligation, unless the explicit consent of the Data Subject has been obtained.

Each Party is solely responsible for complying with the applicable national and European data protection legislation in relation to its processing of Personal Data under the Agreement, as well as for binding third parties who process Personal Data on its behalf with appropriate contractual terms.

The Parties declare that they have adopted and implemented data protection policies and technical and organizational measures in accordance with the General Regulation and further agree to provide reasonable and timely assistance in complying with obligations relating in particular to data breaches and data subject requests or claims.

2. The LNG User declares that it is aware of the provisions and accepts to comply with the principles of the Code of Conduct, the Anti-Corruption Policy, and the Complaints Management Policy of DESFA, as in force and as posted on its website (www.desfa.gr).

During the execution of the Agreement, the LNG User agrees, in particular:

A) Not to give or promise monetary or other benefits, directly or indirectly, to executives, employees or associates of the Operator and/or its subsidiaries, including gifts, entertainment, travel or any other kind of benefit, except for those that are allowed by the Code of Ethics and the Anti-Corruption Policy of DESFA,

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 and the Anti-Corruption Policy of DESFA, and

C) To avoid the conclusion of contracts directly with the executives or staff of the Operator or with any of the members of their family or with affiliated companies, and to generally avoid any financial cooperation or transaction with the above that may constitute a conflict of interest.

The notifications referred to in paragraph B above, as well as in any other circumstance arising in the context of the execution of the Agreement and where there are suspicions that it violates the Operator's Policies referred to in this article, are sent either by e-mail to the address tell.us@desfa.gr or via the complaint submission form available on the Operator's website, and are subject to the procedure described in DESFA's Complaint Management Policy.

Without prejudice to or limitation of the Operator's other rights under the Agreement, the Network Code, and the Law, the Operator may terminate the Agreement with immediate effect in the event that the LNG User breaches any of the terms of this article. The LNG User undertakes to indemnify and hold DESFA harmless from all claims, penalties, or other damages that the Operator may suffer as a result of a breach of this article or termination of the Agreement due to such breach.

Article 18. 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. The Contracting Parties hereby undertake to act in good faith when performing of their obligations arising from the Agreement and to take all the necessary steps to implement it.

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

4. 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/, which can be amended as described in Article [16] hereof, in order to ensure that the above term is compliant with the provisions of mandatory law to which such term is contrary.

5. Without prejudice to the following paragraph, any notice or communication of documents relating to the Agreement during the contractual term and after termination of the Agreement in any way shall be made at the communicated addresses and to the representatives of the Contracting Parties, as stated in the preamble of the Agreement. In case of change of the address of either Contracting Party, the latter shall communicate such change of address to the other party, otherwise all communications relating to the Agreement shall be made validly at the relevant Contracting Party's address as stated in the preamble of the Agreement. In case of absence or replacement of a Contracting Party's legal representative, the relevant Contracting Party shall notify the other party of the representative's replacement.

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

6. Appointment of Process Agent: The LNG User hereby declares that they appoint and designate _____ as their process agent in Greece, residing in the city of _____, [Country], at _____ Street, number _____, Postal Code: _____, holder of ID card /passport number _____, issued by [issuing authority].

Pursuant to Article 142(4) of the Code of Civil Procedure, by order of the Operator or its universal or specific successors and representatives, the process agent appointed in this manner shall be served all documents at the above address, i.e. all extrajudicial and judicial acts relating to the Agreement, including introductory documents of proceedings or arbitration and decisions (assignments) or acts, which require action that can only be taken personally by the person to whom the service was made, unless expressly stated otherwise in the agreement. In case of doubt, service to the contractually appointed process agent is potential, and their revocation or resignation shall be effective against the Operator or its universal or specific successors only upon communication to it and to them of the relevant notification and only if it includes the appointment of another process agent in the same city with their exact address. The same applies in the event of a change in the address of the appointed process agent specified in the Agreement or in a subsequent appointment.

The appointment of a Process Agent is required only if the LNG User is established abroad.

In witness hereof, this Agreement together with the above annexes was prepared in two (2) copies, its contents were read and attested, and signed as follows, each Contracting Party received one copy

THE CONTRACTING PARTIES	
For the Operator "HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A." The legal representative, _____ _____ (corporate seal)	For the LNG User "_____" The legal representative, _____ _____ (corporate seal)

ANNEX 1

ΑΙΤΗΣΗ ΣΥΝΑΨΗΣ ΣΥΜΒΑΣΗΣ ΠΛΑΙΣΙΟ ΧΡΗΣΗΣ ΕΓΚΑΤΑΣΤΑΣΗΣ ΥΦΑ
APPLICATION FOR THE CONCLUSION OF THE FRAMEWORK AGREEMENT FOR THE
USE OF THE LNG FACILITY

ΠΡΟΣ ΤΟΝ ΔΙΑΧΕΙΡΙΣΤΗ ΤΟΥ ΕΣΦΑ
TO THE HELLENIC GAS TRANSMISSION SYSTEM OPERATOR

1. ΣΤΟΙΧΕΙΑ ΑΙΤΟΥΣΑΣ ΕΤΑΙΡΕΙΑΣ
COMPANY INFORMATION

Επωνυμία Company Name			
ΑΦΜ VAT Number		ΔΟΥ Tax Authority	
Αριθμός ΓΕΜΗ Commercial Registry No		Αρχή Έκδοσης Issuing Authority	
Κωδικός ΕΙC EIC			
Αρ. Απόφασης ΡΑΑΕΥ RAAEY Decision No			

Διεύθυνση Έδρας
Registered Office

Χώρα Country		Πόλη City	
Οδός Street		Αριθμός Number	

Η αιτούσα εταιρεία έχει συσταθεί και λειτουργεί νόμιμα σύμφωνα με το δίκαιο της [Χώρα].
The applicant company has been incorporated and operates legally under the laws of [Country].

2. ΣΤΟΙΧΕΙΑ ΕΚΠΡΟΣΩΠΟΥ ΓΙΑ ΤΗΝ ΥΠΟΒΟΛΗ ΤΗΣ ΠΑΡΟΥΣΑΣ ΑΙΤΗΣΗΣ ΚΑΙ ΤΗΝ
ΥΠΟΓΡΑΦΗ ΤΗΣ ΣΥΜΒΑΣΗΣ ΠΛΑΙΣΙΟ ΧΡΗΣΗΣ ΕΓΚΑΤΑΣΤΑΣΗΣ ΥΦΑ
INFORMATION OF THE REPRESENTATIVE FOR THE SUBMISSION OF THIS
APPLICATION AND THE SIGNATURE OF THE FRAMEWORK AGREEMENT FOR THE
USE OF LNG FACILITY

Όνομα Name		Επώνυμο Surname	
Τίτλος/Θέση Title/Position			
ΑΦΜ TIN		Αρχή Έκδοσης Issuing Authority	

Τόπος Κατοικίας
Place of Residence

Χώρα Country		Πόλη City	
Οδός Street		Αριθμός Number	

Στοιχεία Δελτίου Ταυτότητας ή Διαβατηρίου

I.D. or Passport info

Αριθμός Number		Αρχή Έκδοσης Issuing Authority	
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Στοιχεία Επικοινωνίας

Contact Information

Τηλέφωνο Telephone		Ηλ. Ταχυδρομείο E-mail	
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[Παρακαλώ αντιγράψτε και επικολλήστε τον πίνακα ανωτέρω για κάθε επιπλέον εξουσιοδοτημένο εκπρόσωπο]

[Please copy and paste the above table for any additional authorized representative]

3. ΣΤΟΙΧΕΙΑ ΑΝΤΙΚΛΗΤΟΥ ΤΗΣ ΑΙΤΟΥΣΑΣ ΕΤΑΙΡΕΙΑΣ ΣΤΗΝ ΕΛΛΑΔΑ
INFORMATION OF THE PROCESS AGENT OF THE COMPANY IN GREECE

Όνομα Name		Επώνυμο Surname	
---------------	--	--------------------	--

Τόπος Κατοικίας

Place of Residence

Χώρα Country		Πόλη City	
Οδός Street			
Αριθμός Number		T.K. Postal Code	

Στοιχεία Δελτίου Ταυτότητας ή Διαβατηρίου

I.D. or Passport info

Αριθμός Number		Αρχή Έκδοσης Issuing Authority	
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Στοιχεία Επικοινωνίας

Contact Information

Τηλέφωνο Telephone		Ηλ. Ταχυδρομείο E-mail	
-----------------------	--	---------------------------	--

[Απαιτείται μόνον σε περίπτωση που ο Χρήστης ΥΦΑ εδρεύει στην αλλοδαπή.]

[Required only if the LNG User is based abroad.]

Λαμβάνοντας υπόψη τις διατάξεις:

taking into account the provisions of:

- i. του ν. 4001/2011,
law 4001/2011,
- ii. του Κώδικα Διαχείρισης ΕΣΦΑ, και
the Network Code, and
- iii. την Απόφαση ΡΑΑΕΥ που αφορά την έγκριση της Σύμβασης Πλαίσιο Χρήσης Εγκατάστασης ΥΦΑ,

the RAAEY Decision regarding the approval of the Framework Agreement for the Use of the LNG Facility.

ως ισχύουν, με την παρούσα:

as amended and in force, I hereby:

- A. Δηλώνω ότι η εταιρεία την οποία εκπροσωπώ έχει δικαίωμα πρόσβασης στο Εθνικό Σύστημα Φυσικού Αερίου σύμφωνα με τις κείμενες διατάξεις, και
Declare that the company I represent has the right to access the National Natural Gas System in accordance with the applicable provisions, and
- B. Αιτούμαι τη σύναψη Σύμβασης Χρήσης Εγκατάστασης ΥΦΑ
Request to conclude the Framework Agreement for the Use of the LNG Facility

Για το σκοπό αυτό υποβάλλονται συνημμένα τα ακόλουθα έγγραφα και στοιχεία:

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

1	
2	
3	
4	
5	
6	
7	
8	

Νόμιμος Εκπρόσωπος
Legal Representative

Υπογραφή (Signature) _____

Όνομα (Name) _____

Επώνυμο (Surname) _____

Τίτλος/Θέση (Title/Position) _____

Ημερομηνία (Date) _____

ANNEX 1A

DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION FOR A FRAMEWORK AGREEMENT FOR THE USE OF THE LNG FACILITY

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
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 (Γ.Ε.ΜΗ.).
2. Commercial Registry Certificate
Certificate that must have been issued within 30 days before the submission of the Application, issued by:
 - a) the General Commercial Register (Γ.Ε.ΜΗ.), or
 - b) 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
 - (i) the legal establishment / operation of the company,
 - (ii) the fact that it is not under administration, insolvency or bankruptcy,
 - (iii) the fact that it has no outstanding tax obligations,
 - (iv) 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.:
 - (i) certification of the current Board of Directors in the case of a societe anonyme, or
 - (ii) the current directors in the case of a limited liability company, or
 - (iii) the current legal representatives of the company in the case of another company type.
3. Additional legalization documents
In case that any of the above data is not certified by the certificate issued by the General Commercial Register (Γ.Ε.ΜΗ.) 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 *societe 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. Authorization document of the legal representative
Minutes of the Board of Directors or power of attorney or other authorization document of the legal representative(s):
 - a) For the submission of the application and
 - b) the signing of the Agreement, and
 - c) the performance of acts during the operation of the Agreement
 without limitation as to the amount of the financial obligation assumed.

- 5. Authorization document of the Representatives' Administrator
Power of attorney or other authorization document granting authority to at least one company authorized representative to perform, in the name of and on behalf of the User, any act during the operation of the Agreement, without limitation as to the amount of the financial obligation assumed, including, indicatively, the authority:
 - a) to accept the Terms and Conditions of Access to the Electronic Information System (EIS Terms and Conditions of Access) of the Operator (DESFA) in the name of and on behalf of the LNG User,
 - b) to conclude with the Operator, in the name and on behalf of the User, any executive contract resulting from an Approved Application, submitting to the Operator, either through the EIS or in writing, in accordance with the provisions of the Network Code and the Agreement for the Use of the LNG Facility, including, but not limited to, an LNG Gasification Capacity Booking Request, an Application for LNG Unloading Scheduling, requests for the assignment of Booked LNG Gasification Capacity, reservation of storage space at the facility, and generally to carry out any transaction and legal act in general within the framework of this Agreement, without restriction as to its financial scope and
 - c) to appoint and revoke other persons of their choice by sub-power of attorney, to whom they will grant the right and authority to access and use the Electronic Information System (EIS) in the name of and on behalf of the LNG User to perform the same acts and transactions as above, without limitation as to their financial scope.

A sample of the above power of attorney is attached hereto as Appendix I.

It is clarified that the User may appoint one or more Representatives' Administrators, without limitation as to their number, provided that, if the User has more than one Regulated Services Agreement (Transmission Framework Agreement, Framework Agreement for the Use of LNG Facility, Framework Agreement for the Use of LNG Facility for LNG Truck Loading), each of the appointed Representatives' Administrators shall be

authorized to perform, in the name of and on behalf of the User, all relevant acts in the operation of each of these agreements.

6. RAAEY's Decision

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

7. Solemn Declaration

Solemn Declaration by virtue of which the applicant User, as legally represented, declares that:

- a) the data submitted with this application is true. The company is presumed to be jointly responsible for the accuracy of the declarations with the legal representative.
- b) In the case of a foreign legal entity, , 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.

It is noted that:

- i. 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)].
- ii. 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 Network 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).
- iii. All foreign documents must be submitted in an official translation into Greek language.

II. Update of legalization documents

If one or more of the documents submitted under section I have been amended, revoked or are no longer valid, the Contracting LNG User must immediately submit to the Operator the updated legalization documents. The abovementioned documents produce legal effects for the purposes of this Agreement from 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 LNG 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 LNG 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.

APPENDIX I

POWER OF ATTORNEY TEMPLATE FOR THE APPOINTMENT OF A REPRESENTATIVES' ADMINISTRATOR

The [legal form] company named "_____" (the "Authorizing Party"), which is legally established and operating under the laws of [Country], with its registered office in the city of _____, [Country], on _____ Street, number _____, with registration number _____ in the relevant company register ([issuing authority]) and tax identification number _____ of the relevant tax authority ([issuing authority]), legally represented herein by _____, residing in the city of _____, [Country], on _____ Street, with number _____, holder of police ID/passport number _____ issued by [issuing authority], with tax registration number _____ of the competent tax authority ([issuing authority]), I appoint as Representatives' Administrator/s, within the meaning of the Terms of Use and Access to the EIS, as defined in [No. _____ Framework Agreement for the Transmission of Natural Gas, and/or No. _____ Framework Agreement for the Use of LNG Facility and/or No. _____ Framework Agreement for the Use of the LNG Facility for LNG Truck Loading]¹, between me as User and "HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A." and in accordance with the terms thereof (the "Agreement"), the following:

1. [Full ID card details] - _____, residing in the city of _____, [Country], at _____ Street, number _____, holder of ID card / passport number _____ issued by [issuing authority], with tax identification number _____ of the competent tax authority ([issuing authority]).
2. [_____]

(the "Representative(s)"), to whom I grant the mandate and power of attorney, each acting individually, to represent me vis-à-vis the "HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A." in relation to any transaction, legal act or other matter connected with the Agreement or taking place within the framework thereof, including, indicatively and not restrictively, the power:

(a) to accept, in my name and on my behalf, the EIS Terms and Conditions of Access,

(b1) in relation to Framework Agreement No. _____ for the Transmission of Natural Gas, to conclude with the HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A., in my name and on my behalf, any executory contract arising from an Approved Application, submitting to the Operator, either through the New Commercial Information System (EIS) or in writing, in accordance with the provisions of the Network Code and the Agreement, an Application for the Provision of Transmission Services, Application for the Transfer of Use of Transmission Capacity, Daily Nomination, Daily Renomination, notification of assignment or lease of Booked

¹ The relevant agreements are completed or deleted as appropriate, provided that the appointment of the Representatives' Administrator for each of them is made with the same power of attorney.

Delivery/Receipt Transmission Capacity or Bundled Transmission Capacity at an Auction Point, bid in a Buy-back Procedure, and

(b2) in relation to Framework Agreement No. _____ for the Use of LNG Facility, to conclude with the company HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A., in my name and on my behalf, any executory contract arising from an Approved Application, submitting to the Operator, either through the EIS or in writing, in accordance with the provisions of the Network Code and the Agreement, an Application for LNG Gasification Capacity Booking, an Application for LNG Cargo Unloading Scheduling, any other application, nomination, announcement, and in general to carry out any transaction and legal act within the framework of the Agreement, without restriction as to its financial object,

(b3)² in relation to No. _____ Framework Agreement for the Use of LNG Facility for LNG Truck Loading, to conclude with the company HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A., in my name and on my behalf, any executory contract arising from an Approved Application, submitting to the Operator, either through the Information System or in writing, in accordance with the provisions of the Network Code and this Agreement, Application for Booking of LNG Truck Loading Service (TLS) Time Slot, TLS Nomination or Renomination, and any other application, nomination, announcement and in general to carry out any transaction and legal act within the framework of the Agreement, without restriction as to its financial object and

(c) to appoint and revoke other persons of their choice by sub-power of attorney, to whom they will grant the right and authority to access and use the EIS, in my name and on my behalf, to perform the same acts and transactions as above, without limitation as to their financial scope.

Any of the above actions, orders, or requests by the Representatives and/or the persons bound by sub-power of attorney, and any transaction or legal act arising from them and/or recorded in the EIS, shall be fully binding on the Authorizing Party vis-à-vis the HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A. in accordance with the terms of the Agreement and the provisions of the Terms of Use and Access to the EIS.

The revocation of Powers of attorney is carried out and has the consequences provided for in the Terms of Use and Access to the EIS, as applicable. This revocation does not automatically entail the revocation of the sub-powers of attorney appointed by them, who are revoked in accordance with the terms and conditions of the Terms of Use and Access to the EIS, as applicable.

[Location, Date]

For the Authorizing Party

[name, signature]

² It shall be deleted if the Authorizing Party does not conclude and does not already maintain a Framework Agreement for the Use of LNG Facility for LNG Truck Loading with the Operator.

ANNEX 2
LETTER OF GUARANTEE TEMPLATE FOR AN INDEFINITE PERIOD OF TIME

To:

The HELLENIC GAS TRANSMISSION
SYSTEM OPERATOR S.A

(DESFA)

NUMBER _____

EURO:# € _____.

Athens, ____/____/20__

Dear Sirs,

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

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

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

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

We will discharge the Company from present guarantee of indefinite period issued regarding above cause only upon due receipt of written statement on your behalf providing for our

discharge of any liability in connection with present guarantee and upon return of present letter of guarantee to us. We also certify that all guarantee letters that have been issued by us and are in force which are addressed to the Greek State, Legal Entities of Public Law, Legal Entities of Private Law etc, including also present guarantee letter, doesn't exceed the upper limit for our Bank regarding the provision of guarantees, stipulated by the relative legislation.

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

Yours sincerely,

The Guarantor

UNOFFICIAL TRANSLATION

ANNEX 3
LETTER OF GUARANTEE TEMPLATE FOR A FIXED PERIOD OF TIME

To:

The HELLENIC GAS TRANSMISSION
SYSTEM OPERATOR S.A

NUMBER _____
EURO:# € _____.

(DESFA)

Athens, __/__/20__

Dear Sirs,

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

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

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

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

This Letter of Guarantee shall remain valid strictly until _____, 12:00 hours; past this deadline and provided that we have not been made aware of any claim by you over the amount of the guarantee, as mentioned above, this letter of guarantee shall automatically become null

and void. We also certify that all guarantee letters that have been issued by us and are in force which are addressed to the Greek State, Legal Entities of Public Law, Legal Entities of Private Law etc, including also present guarantee letter, doesn't exceed the upper limit for our Bank regarding the provision of guarantees, stipulated by the relative legislation.

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

Yours sincerely,

The Guarantor

UNOFFICIAL TRANSLATION