

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

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Agreement number: _____

In Athens today, on _____ of the year _____, this Framework Agreement for the Use of the Liquefied Natural Gas Facility for LNG Truck Loading (the "TLS Agreement") is concluded by and between the following Contracting Parties (the "Parties", or each individually the "Party"):

- (1) 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", and
- (2) 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 TLS User",

THE PARTIES TAKING INTO CONSIDERATION THAT:

(A) The Operator is the operator of the National Natural Gas System (hereinafter the "NNGS") in accordance with the relevant laws and regulations, including the Network Code (as defined below).

(B) The TLS User is registered in the NNGS Users Register (hereinafter the "Users Register") which is held pursuant to RAAEY Decision No. _____.

(C) The TLS User submitted to the Operator the Application No. _____ to conclude an LNG Facility Usage Framework Agreement for LNG Truck Loading (hereinafter the "TLS Agreement Application Form") in accordance with Annex I of this TLS Agreement, which was accepted by the Operator in accordance with the provisions of the Network Code.

HAVE AGREED, CONSENTED TO AND MUTUALLY ACCEPTED THE FOLLOWING:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this TLS Agreement:

Eligible Bank	means a Greek financial institution supervised by the European Central Bank as a significant supervised entity (in particular Alpha Bank, Eurobank, National Bank of Greece and Piraeus Bank) or any
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	Greek branch of an internationally recognized bank with a credit rating at least equal to A from Standard & Poor's Corporation or A3 from Moody's Investors Services, Inc., which has been approved by the Operator.
Force Majeure Events	has the meaning attributed to it in Article 9.1 hereof.
General Regulations	has the meaning attributed to it in Article 14.1 hereof.
Letter of Guarantee	has the meaning attributed to it in Article 7.1 (b) hereof.
Guarantee	has the meaning attributed to it in Article 7.1 hereof.
Executive Agreement	means any individual agreement concluded between the Operator and the TLS User within the context of the TLS Agreement relating to the reservation of a specific TLS Timeslot in each case after the TLS User submits and the Operator approves the relevant TLS Timeslot Application in accordance with the terms of this TLS Agreement.
Confidential Information	means all commercially sensitive documents, information and data of each Party which come to the knowledge of the other Party during the term of the TLS Agreement and are related to the TLS Agreement and its execution. Information relating to the operation of the NNGS and its Users or third parties, information relating to historical and statistical data, and all manner of information which has already been lawfully published or while under the legislation in force or normal commercial practice is not considered to be commercially sensitive and confidential information shall not be treated as commercially sensitive and confidential information.
NNGS	has the meaning attributed to it in paragraph (A) of the Preamble.
Designated Delivery Point	is the point where the LNG Truck connects to the flexible hose.
Regulations and Manuals	means: (a) The LNG TL Manual, (b) The LNG Trucks' and Drivers' Technical Specifications Manual, (c) the NNGS Metering Regulations, (d) the NNGS Basic Operations Tariffs Regulation and the TL-Service tariff, (e) the Network Code, (f) the Terms and Conditions of Access to Electronic Information System and the Operating Manual, as well as

	(g) any other regulation or manual adopted from time to time by the Operator in the context of its competences relating to the provision of TL-Service, as each of the above is amended and in force from time to time, provided however that for the valid amendment of the above nor the consent of the TLS User nor an amendment of this TLS Agreement is required.
Network Code	means the National Natural Gas System Network Code approved by decision No. E-143/2023 of RAAEY (Government Gazette B 5773/04.10.2023) following the recommendation from the Operator, as amended from time to time.
User Register	has the meaning attributed to it in paragraph (B) of the Preamble.
Law	Law 4001/2011 (Government Gazette 179/A) as amended and in force from time to time.
Terms and Conditions of Access to the Information System	means the manual with the name "TERMS AND CONDITIONS OF ACCESS AND USE OF THE ELECTRONIC INFORMATION SYSTEM OF DESFA S.A." issued by the Operator and published in the Information System which specifically includes the terms and conditions for accessing the Information System, as in force from time to time.
Electronic Information System	means the electronic information system (including the relevant electronic database) which the Operator maintains and manages in accordance with Article 102 of the Network Code, for reserving TLS Timeslots, for providing TL-Services, indicatively, and in general to schedule operation of the LNG TL Facility to which the TLS User acquires remote access in accordance to the terms hereof and the Terms and Conditions of Access to the Electronic Information System.
Person to be Compensated	has the meaning attributed to it in Article 8.4 hereof.
Personal Data	has the meaning attributed to it in Article 14.1 hereof.
RAAEY	means the Regulatory Authority for Energy, Waste and Water.

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

1.3 Interpretation

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

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

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

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

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

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

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

1.4 Legislation

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

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

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

2. SCOPE AND NATURE OF THE TLS AGREEMENT

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

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

2.3 The TLS User agrees and accepts that:

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

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

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

2.4 The following are integral parts of this TLS Agreement:

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

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

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

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

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

Annex I	Application form for concluding an LNG TL Facility Usage Framework Agreement
Annex II	Supporting documents to be submitted
Annex III	Form of Letter of Guarantee for an Indefinite Period of Time
Annex IV	Insurance

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

3. REPRESENTATIONS OF THE PARTIES

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

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

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

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

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

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

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

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

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

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

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

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

4. TL-Services

4.1 Access to the TL-Services

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

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

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

4.1.2 Both the TLS Timeslot Application and the LNG TL Nominations shall be submitted online via the relevant functionality of the Information System, in accordance with Article 102 of the Network Code, and shall bind the TLS User and, subject to the option to re-submit a LNG TL Nomination which has been rejected by the Operator in accordance with the provisions of Article [89^D] of the Network Code, shall not be withdrawn. Similarly, the Operator approves electronically, via the relevant functionality in the Information System, submitted TLS Timeslot Applications and TLS Nominations. The Operator reserves the right at its discretion to request that the TLS User submits

any TLS Timeslot Application or LNG TL Nomination in writing. In that case, and in the case of temporary impediment in using the Information System, the application shall be submitted in accordance with Article 102 of the Network Code in the format of the relevant template posted by the Operator on its website. In those cases, the Operator's decision approving or rejecting the relevant application shall be notified in writing to the TLS User in accordance with the relevant template posted on the Operator's website. In these cases, the Operator's decision for rejection or approval of the relevant application is notified in writing to the TLS User, according to the respective template published in the webpage of the Operator.

4.1.3 Each TLS Timeslot Application and each Executive Agreement entered into with the Operator, where it approves it, shall relate to a single TLS Timeslot. To the extent that the Information System permits the submission of an TLS Timeslot Application and likewise the cumulative booking of more than one TLS Timeslots, the submission of any such TLS Timeslot Application shall be deemed to have submitted as many proposals to conclude an Executive Agreement as the TLS Timeslots to be reserved and respectively as many Executive Agreements as there are TLS Timeslots, the commitment of which was approved by the Operator, shall be entered into.

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

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

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

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

4.1.6 The TLS User acknowledges that:

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

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

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

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

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

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

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

5. OBLIGATIONS OF THE PARTIES

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

5.2 Operator's obligations

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

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

5.3 TLS User's obligations

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

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

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

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

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

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

5.3.3 Information System: The TLS User shall take all appropriate security measures to make proper use of the Information System and to prevent unauthorized access by users to the Information System using the unique usernames and confidential security codes which have been assigned by the Operator to the TLS User and its designated users. Using its own criteria, the TLS User will select at its own risk and responsibility the natural persons who will acquire access to the Information System on its behalf to enter into transactions. In all events, the TLS User undertakes and bears full responsibility for all nominations / announcements and information submitted and all transactions entered into via the Information System using the unique usernames and passwords of its Authorized Representatives.

5.3.4 Proof of Transactions: Exporting and printing copies or excerpts from the electronically maintained file of the Information System, in relation to any Application for the Conclusion of an TLS Contract, TLS Timeslot Application, TLS Nomination, TLS Renomination, Driver - Truck - Timeslot Notice or other notification, as well as with the relevant approval, where required, or rejection thereof by the Operator, and in general in relation to any transaction or action or legal act performed, or information submitted, by the TLS User through the Information System (including

acceptance of the Terms and Conditions of Access to the Information System), constitutes full proof of the existence, origin, terms, and content thereof, subject to rebuttal.

6. FEE AND PAYMENT METHOD

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

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

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

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

- (i) the fee owed by the TLS User;
- (ii) any charge specified in the TLS Agreement or the provisions of the Network Code, the NNGS Basic Operations Tariff Regulations and the LNG TL Facility Usage Tariff;
- (iii) any amount of tax, duty or other charge imposed on the TLS User under the provisions of the relevant legislation; and
- (iv) the total amount payable by the TLS User; and

(b) any financial obligations of the Operator to the TLS User relating to:

- (i) credits in favor of the TLS User deriving from the TLS Agreement and the relevant legislation, and;
- (ii) the total amount payable by the Operator.

6.4 The invoice shall be issued and sent to the TLS User by the twentieth (20th) calendar day of the calendar month immediately following the provision of the Service and if this is not a business day, by the next business day. It is expressly agreed that the Parties are obliged to fulfill the financial obligations between them as defined in each monthly invoice by the tenth (10th) working day from the date each invoice was sent by its issuer, which is agreed as the fixed payment date. Sending the invoice to the TLS User via the Information System is equivalent to it being received.

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

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

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

7. GUARANTEE

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

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

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

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

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

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

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

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

7.5 If at any time during such time as the TLS Agreement is in effect the Guarantee amount is reduced as a result of either the end of the validity period of the Guarantee or total or partial forfeiture of the Guarantee or total or partial withholding of the Guarantee in accordance with the provisions of Article 7.4 above, the TLS User shall be obliged to top up the Guarantee amount up to the initial amount either

by depositing the necessary amounts in the Operator's bank account or by submitting a new or supplementary Letter of Guarantee:

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

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

In all events, without prejudice to any other legal or contractual rights of the Operator, for such time as the amount of the Guarantee available to the Operator continues to be less than that specified above, the Operator shall be entitled to suspend the provision of its services under the TLS Agreement and any Executive Agreement without prejudice to it. In that case the Operator shall commence providing the LNG TLSs to the TLS User again on the fifth (5th) day from the top up of the Guarantee in accordance with the above. Such suspension of the Operator's services shall not entail release of the TLS User from its own financial or other obligations in the context of this TLS Agreement and/or any Executive Agreement affected by such suspension.

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

8. LIABILITY OF THE PARTIES

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

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

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

8.4 The TLS User agrees to compensate the Operator, its associates and assistants, (each of those persons being referred to as the "Person to be Compensated") and to hold each of the above persons untethered against third party claims relating to any losses caused by an act or omission of the TLS User and/or the TLS User's representatives, associates and assistants or its agents in general in the context of the TLS Agreement, including but not limited to losses related to or associated with: (a) damage or disfunctions to the vehicles and goods being transported, the facilities, equipment and in general all real estate and movable assets of the Persons to be Compensated or third parties, or

communal things and the environment in general, and/or (b) causing illness, bodily harm, accident or death of any person employed by the Operator or any other Person to be Compensated, or third party, unless the TLS User proves that the said losses were caused by an event for which the User is not responsible.

9. FORCE MAJEURE

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

- (a) are outside the sphere of influence and control of each Party;
- (b) could not reasonably be expected to have been taken into account by the affected Party at the time the TLS Agreement was concluded;
- (c) could not have been prevented or dealt with reasonably by the affected Party, even if it had acted diligently; and
- (d) make the performance of any obligations of the affected Party under this Agreement impossible or to such an extent unachievable or unjustified and excessively costly that it is reasonably considered impossible under the circumstances;

hereinafter (referred to as “Force Majeure Events”).

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

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

10. EFFECTIVE TERM - SUSPENSION OF AGREEMENT - TERMINATION

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

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

- (a) Where the TLS User does not fulfill its financial obligations in accordance with the provisions of Articles 6.5 or 7.5 hereof;
- (b) Where the TLS User engages in acts or omissions which place at risk the safety and integrity of the staff, facilities and equipment of the Operator or third parties;
- (c) where the TLS User breaches a term of the TLS Agreement resulting to a major risk to the Operator, a third party or the environment; and/or

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

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

10.3 Termination:

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

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

(a) The TLS User is unable or refuses to settle any overdue financial obligations towards the Operator;

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

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

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

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

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

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

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

11. SUBSTITUTION

Without prejudice to any more specific provisions, none of the Parties may be substituted in its rights and obligations deriving from the TLS Agreement without the prior written consent of the other party. The party wishing to be substituted (in whose favor the substitution is made) by a third party shall notify its intention to that effect to the other party, providing all necessary business and technical

information relating to the third party, co-submitting an unreserved express declaration from the third party which will be addressed to the other party that it undertakes all rights (assignment of claims) and liabilities (debt underwriting) of the party deriving from the Agreement in whose favor the substitution is made. Within a deadline of fifteen (15) days, the counterparty shall inform the party in whose favor the substitution is made in writing about whether it accepts or rejects the proposed substitution. Until such time as the necessary Guarantee is provided by the third party in accordance with Article 8 of the TLS Agreement, substitution shall generate no legal effects. Any rejection of the request for substitution or where that deadline elapses inactively, shall entail a rejection for the substitution and shall establish a ground for termination by the Parties in accordance with the provisions of Article 10.3 of the Agreement.

12. CONFIDENTIALITY

12.1 Each of the Parties undertakes the obligation to:

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

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

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

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

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

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

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

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

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

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

13. NOTICES

Without prejudice to Article 16.8, any notice relating to this TLS Agreement shall be in writing and delivered by email, registered mail or courier. A notice shall take effect upon receipt and shall be deemed to have been received at the time of delivery, except that, where delivery takes place outside business hours, the notice shall be deemed to have been received at the beginning of business hours on the following business day. Unless each Party notifies the other in writing otherwise, all written communications and service to the Parties shall be made to their addresses stated in the introduction to this Agreement.

14. PERSONAL DATA PROTECTION POLICY - ETHICS AND ANTI-CORRUPTION

14.1 The Parties shall process personal data transmitted between them (hereinafter referred to as "Personal Data") in the context of the TLS Agreement 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 execution 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.

14.2 The TLS 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 TLS 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 affiliated companies, 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 claim 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.

DESFA may terminate the Agreement with immediate effect in the event that the TLS User breaches any of the terms of this article. The TLS User undertakes to indemnify and hold DESFA harmless from

all claims, penalties, or other damages that DESFA may suffer as a result of a breach of this article or termination of the Agreement due to such breach.

15. APPLICABLE LAW - JURISDICTION

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

15.2 The Parties undertake every possible effort to amicably settle disputes which arise during the implementation of the TLS Agreement. To that end, each contracting party may send the other an invitation for amicable dispute resolution. Within a deadline of 3 working days from the date on which the invitation is proven to have arrived with the party to which it is addressed, the parties shall appoint representatives to settle the issue and notify them to each other and shall enter into negotiations in good faith and in accordance with morality in order to settle the dispute. The dispute settlement procedure shall be completed within a period of thirty (30) days from dispatch of the invitation for amicable settlement and the outcome of negotiations shall be binding on the Parties.

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

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

16. FINAL TERMS

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

16.2 Access to the Information System is possible via the website [] or any other website notified by the Operator to the TLS User from time to time. In order to access the Information System, the TLS User is required to accept the Terms and Conditions of Access to the Information System. The Terms and Conditions of Access to the Information System, which are binding on both the TLS User and the Operator must be read together and supplement the legal provisions and agreements and conditions governing the TLS User's contractual relationship with the Operator.

16.3 The Terms and Conditions of Access to the Information System set out, among other things, the terms and procedure for registering and issuing username codes and passwords to TLS Users and the Authorized Representatives of each TLS User, as well as for deactivating their accounts. The Operator reserves the right to update the Terms and Conditions of Access to the Information System 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 Information System, or for any other reason, at the Operator's discretion. The updated Terms and Conditions of Access to the Information System will be communicated to the TLS User and their Authorized Representatives upon their first entry into the Information System after the update, in order for them to accept them.

The TLS User may take note of the content of these terms and conditions, as applicable at any given time, whenever they wish.

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

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

16.6 Amendment: Without prejudice to the subparagraphs directly below and the cases specified in the Network Code, this Agreement shall be amended in writing, while any other means of proof shall be excluded, whenever the respective Standard Framework Agreement is amended, unless the amendments are minor and do not deviate from the content of the latter. In case of amendments to the provisions of the Network Code and the other regulatory framework governing the Agreement and the provision of TLS 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 TLS 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. 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 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 TLS User to sign the amendment expires without action. The above termination does not affect the existing rights and obligations of the Parties, and the Parties are obliged to immediately settle their financial relations. By way of exception, this termination shall also be deemed to terminate any Approved TLS Timeslot Application that has not been executed, in whole or in part.

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

16.8 Appointment of Process Agent: The TLS 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 TLS User is established abroad.

IN WITNESS WHEREOF this TLS Agreement was signed by the contracting parties in two (2) counterparts.

On behalf of the Operator
HELLENIC GAS TRANSMISSION SYSTEM
OPERATOR S.A.

On behalf of the TLS User
“ _____ ”

The Legal Representative

(Seal with corporate name)

The Legal Representative

(Seal with corporate name)

ANNEX 1

ΑΙΤΗΣΗ ΣΥΝΑΨΗΣ ΣΥΜΒΑΣΗΣ ΠΛΑΙΣΙΟ ΧΡΗΣΗΣ ΕΓΚΑΤΑΣΤΑΣΗΣ ΥΦΑ ΓΙΑ ΦΟΡΤΩΣΗ ΦΟΡΤΗΓΩΝ ΥΦΑ

APPLICATION FOR THE CONCLUSION OF THE LNG FACILITY USAGE FOR TRUCK LOADING FRAMEWORK AGREEMENT

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 ΓΙΑ ΦΟΡΤΩΣΗ ΦΟΡΤΗΓΩΝ ΥΦΑ
INFORMATION OF THE REPRESENTATIVE FOR THE SUBMISSION OF THIS APPLICATION AND THE SIGNATURE OF THE LNG FACILITY USAGE FOR TRUCK LOADING FRAMEWORK AGREEMENT

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

[Required only if the LNG Truck Loading 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 για Φόρτωση Φορτηγών ΥΦΑ,

the RAAEY Decision regarding the approval of the LNG Facility Usage for Truck Loading Framework Agreement

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 Πλαίσιο Χρήσης Εγκατάστασης ΥΦΑ για Φόρτωση Φορτηγών ΥΦΑ
Request to conclude the LNG Facility Usage for Truck Loading Framework Agreement

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 II -SUPPORTING DOCUMENTS TO BE SUBMITTED

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 (Г.Е.МН.).

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 (Г.Е.МН.), 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 information is not certified by the certificate issued by the General Commercial Register (Г.Е.МН.) 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 Information System in the name of and on behalf of the TLS User,
- b) to conclude with the Operator, in the name and on behalf of the User, 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 this Agreement, indicatively, a TLS Timeslot Application or other application, TLS Nomination, Renomination, or other declaration, and generally to carry out any transaction and legal act within the framework of this 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 Electronic Information System (EIS) in the name of and on behalf of the TLS 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, a declaration by its legal representative that 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 TLS 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 twelfth (12th) hour at 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 TLS 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 TLS 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 SYSTEM TRANSMISSION 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], on _____ 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 Terms and Conditions of Access to the Electronic Information System,

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

(b2)² 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

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.

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 with the Operator.

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)³ 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 Electronic 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, declaration, 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 Information System, 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 Information System, 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 Information System.

The revocation of Powers of Attorney is carried out and has the consequences provided for in the Terms of Use and Access to the Information System, 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 Information System, as applicable.

[Location, Date]

For the Authorizing Party

[name, signature]

³ 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 III – FORM OF LETTER OF GUARANTEE FOR AN INDEFINITE PERIOD OF TIME

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

No. [●]
EURO: [●] €

Athens, [●]/[●]/20[●]

Sirs,

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

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

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

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

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

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

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

Yours faithfully,

.....

The guarantor bank

UNOFFICIAL TRANSLATION

ANNEX IV – INSURANCE

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

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

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

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

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

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

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