

**FRAMEWORK CONTRACT ON ACCESS TO THE TRANSMISSION
NETWORK
AND GAS TRANSMISSION
through the Alternative Allocation Procedure**

made by and between

eustream, a.s.

with its registered office at: Votrubova 11/a, 821 09 Bratislava, Slovak Republic
registered in a Business Register of District Court Bratislava I, Section: Sa, insertion No.: 3480/B

Entity Identification Number (IČO): 35910712

VAT Registration Number: SK 2021931175

(hereinafter referred to as "**EUS**")

on one side

and

.....

with a registered office at:

Entity Identification Number:

VAT Registration Number :

(hereinafter referred to as "**the Shipper**")

on the other side,

hereinafter alternatively referred to individually as "**Party**" and collectively as
"Parties"

Preamble

WHEREAS, EUS as a transmission system operator is providing for shippers transmission of Natural gas through the EUS transmission system from entry points to exit points.

WHEREAS EUS, Magyar Gáz Tranzit, ZRt. (gas transmission system operator of the Slovak-Hungarian gas interconnection in the territory of Hungary) and Gas Connect Austria GmbH (one of the gas transmission system operators in the territory of Austria) launched Alternative Allocation Procedure according to the Commission Regulation (EU) No. 459/2017 (hereinafter "Rulebook") in order to offer incremental transmission capacities at and from the interconnection point Veľké Zlievce – Balassagyarmat (Slovak – Hungarian gas interconnection), and, at and to the interconnection point Baumgarten (Slovak – Austrian gas interconnection) based on the non-binding demand indications received from market participants in October 2017.

NOW THEREFORE, both Parties have agreed that they will enter into the Framework contract on access to the transmission network and gas transmission (hereinafter referred to as the "**Contract**"), as follows:

Article 1 Definitions

An integral part of this Contract and Individual Contract is the applicable Operational order and the Rulebook as defined below. The terms defined therein shall have the same meaning in this Contract and Individual Contract.

Further, the below terms used in this Contract and Individual Contract, shall have the following meaning (in case of discrepancies between the particular terms, the definitions stated in the Rulebook take precedence over the terms defined in this Contract and the terms defined in the Rulebook and in this Contract take precedence over the terms defined in the Operational Order):

- 1.1. "**Bid**": the binding bid submitted by the Shipper according to the Rulebook, presenting the binding request for access to the transmission network of EUS and Gas transmission. The Bid form makes the integral part of the Rulebook as its Annex 2.
- 1.2. "**Booked daily transmission capacity**": the individual capacities at the Entry and/or Exit point, which were allocated to the Shipper on the basis of the binding Bid submitted by the Shipper and accepted by EUS to the Shipper in form of the Confirmation on capacity granting.
- 1.3. "**CEGHIX**": the reference price index for CEGH Gas Exchange Spot Market.
- 1.4. "**Commercial Code**": act no. 513/1991 Coll. Commercial Code as amended.

- 1.5. **"Confirmation on capacity granting"**: the confirmation of allocation of the transmission capacity as notified to the Shipper by EUS according to the Rulebook. Confirmation on capacity granting makes the integral part of this Contract as Annex 2.
- 1.6. **"Day"**: a Gas Day as defined by the Operational order.
- 1.7. **"Entry points"**: the entry points of the EUS transmission system as specified in the Operational order.
- 1.8. **"Entry point Veľké Zlievce"**: the entry point of the EUS transmission system, which is the connection between the EUS transmission system and the adjacent transmission system on the border of the Slovak Republic and Hungary in the vicinity of Veľké Zlievce.
- 1.9. **"Exit points"**: the exit points of the EUS transmission system as specified in the Operational order.
- 1.10. **"Exit point Baumgarten"**: the exit point of the EUS transmission system, which is the connection between the EUS transmission system and the adjacent transmission system on the border of the Slovak Republic and Austria in the vicinity of Baumgarten.
- 1.11. **"Gas"** or **"Natural gas"**: mixture of hydrocarbons comprising mainly of methane in gaseous state and non-combustible gases in gaseous state prepared for transmission by pipeline.
- 1.12. **"Gas market rules"**: the applicable decree of the Regulatory Office for Network Industries of the Slovak Republic which lays down rules for functioning of the internal electricity market and rules for functioning of the internal gas market (at present the Decree of the Regulatory Office for Network Industries of the Slovak Republic No.24/2013 Coll.).
- 1.13. **"Gas Year"**: period of time beginning on 1 October 6:00 of a calendar year till 1 October 6:00 of the of the next calendar year.
- 1.14. **"Interconnection point"**: any of the Entry or the Exit points. The measuring and/or determining of quantity and quality of delivered Gas at the Interconnection point shall be carried out at the Metering stations in compliance with procedures determined under Interconnection agreements and/or Technical and Operational Agreements concluded between EUS and the adjacent system operator at the Interconnection point.
- 1.15. **"Metering station"**: the metering station owned by relevant system operator. The Metering station shall be used for measuring and/or determining the quantity and quality of delivered Natural gas relevant for the Interconnection point.
- 1.16. **"Operational order"**: the applicable Operational order of the regulated entity EUS as the transmission system operator, approved by the Office for Regulation of Network Industries of the Slovak Republic and published on the official EUS website and official website of the Regulatory Office for Network Industries of the Slovak Republic. The Operational order makes the integral part of this Contract as Annex 1.
- 1.17. **"Price decision"**: EUS price list approved and issued by the Office for Regulation of Network Industries valid for the respective capacity booking process.
- 1.18. **"Rulebook"**: the applicable "Rulebook – Binding Alternative Allocation Procedure according to the Commission regulation (EU) No. 459/2017" specifying conditions for respective

Alternative Allocation Procedure, as approved by the Office for Regulation of Network Industries of Slovak Republic, as amended, which makes and integral part of this Contract as Annex 3.

- 1.19. "**Shipper code**": a distinctive alphanumeric identifier used for identifying individual shippers at upstream and/or downstream side of Interconnection points.
- 1.20. "**Time**": any reference to time shall be construed as CET (Central European Time). Any Time information is written in 24-hour format.
- 1.21. "**Transmission fee**": respective payment for access to the transmission network and Gas transmission from Entry points to Exit points.
- 1.22. "**Upstream-Downstream pair**": pair pertinent to upstream/downstream shipper that delivers/takes over Gas with specified quantity at the Interconnection point.
- 1.23. "**Year**": period of time beginning at 6:00 on the first day of a calendar year till 6:00 of the first day of the next calendar year.

The numbering convention used in the Contract and Individual Contract is that in which the comma (,) is used to indicate multiples of a thousand and the full stop (.) is used to indicate a decimal point. Any time information is written in 24 hour format.

Article 2

Subject-matter of the Contract and Individual Contract

- 2.1. The subject-matter of the Contract is (i) the determination of the terms and conditions which shall apply to the transmission of Natural gas from the Entry points to the Exit points performed on the basis of Individual contract (hereinafter referred to as "Individual Contract") and (ii) the rules for conclusion of such Individual Contract.
- 2.2. The subject matter of the Individual Contract is the provision of access to the transmission network and transmission of Natural gas from the Entry points to the Exit Points.
- 2.3. Individual Contract consists of a Bid and a Confirmation on capacity granting. The Individual Contract is concluded between the parties upon delivery of the Confirmation on capacity granting to the Shipper.
- 2.4. The respective provisions of the Rulebook, the Operational order, the Technical conditions, the Price decision, the Gas market rules and other applicable generally binding legal regulations shall apply to the rights and obligations of the Parties arising from and/or related to this Contract and Individual Contract.

Article 3
Transmission capacity

- 3.1. EUS shall provide to the Shipper on the firm basis the Booked daily transmission capacities at the Entry point Velké Zlievce and/or Exit point Baumgarten as was allocated through the Alternative Allocation Procedure defined in the Rulebook, and as is specified in the Individual Contract.
- 3.2. Both Parties shall immediately inform each other about all events which might cause necessary unforeseen changes of the daily quantities or temporary interruption/limitation of the transmission. This applies also for the events of Force Majeure.
- 3.3. The quantity of Gas for covering operational needs specified in Article 8 of this Contract, if provided in kind, is excluded from the Booked daily transmission capacity.

Article 4
Conditionalities

- 4.1. In case the Booked daily transmission capacities specified in Individual Contract at particular Interconnection point has not become available to the Shipper in part or full, due to a reason attributable to EUS, other than a reason implied and/or enabled by the applicable legislation and/or Operational order, the Shipper shall have the right (for the period starting on the first Day of the Booked daily transmission capacity commencement until the day when the Booked daily transmission capacity has become available to the Shipper in full) to reduction of the respective payment (hereinafter "Payment Reduction") reflecting the capacity not provided to the Shipper. In such case EUS shall inform the Shipper in due time and keep the Shipper informed on new estimated date of full provision of the Booked daily transmission capacities.
This is without prejudice to any restriction or interruption of gas transmission governed by the applicable legislation and the Operational order to which the abovementioned Payment Reduction shall not apply.
- 4.2. The Parties agree that if the Booked daily transmission capacities specified in Individual Contract at particular Interconnection point has not become available to the Shipper in part or full, due to any reason, not attributable to EUS, such fact does not exclude or in any way affect the Shipper's payment obligations under this Contract.

Article 5

Gas delivery

- 5.1. EUS shall take quantities of Natural gas from the Shipper delivered at the Entry points up to the corresponding Booked daily transmission capacity and shall simultaneously deliver to the Shipper quantities of Natural gas with the same quality at the Exit Points. EUS takes full responsibility for the transmission of Natural gas from the Entry points to the Exit points where the Natural gas is delivered to the Shipper. The ownership of quantities of Natural gas shall stay with the Shipper. For the avoidance of doubt, EUS is not liable at any circumstances for the delivery of the Gas at the Entry point and/or takeover of the Gas at the Exit point by the third party (parties).
- 5.2. Quality and quantity of Natural gas delivered to EUS at the Entry points shall be ascertained at the Metering station at the Entry points together with Natural gas of other shippers.
- 5.3. The Shipper shall ensure that Natural gas quality at the Entry points shall correspond to the parameters as defined in the Technical Conditions
- 5.4. The Shipper shall ensure that Natural gas is delivered at the respective Entry point at the following pressure:

Entry point	Minimal pressure (MPa*)
Lanžhot	5.67
Baumgarten	4.9
Veľké Zlievce	6.7
Veľké Kapušany	4.91
Budince	5.25

*MPa - difference between absolute Gas pressure and atmospheric pressure

- 5.5. EUS shall deliver Natural gas at the respective Exit point at the following pressure

Exit point	Minimal pressure (MPa*)
Lanžhot	5.67
Baumgarten	4.9
Veľké Zlievce	5.3
Veľké Kapušany	4.9
Budince	4.705

only provided that the pressure at the Entry points, stated in Article 5.4. of this Contract, is preserved.

*MPa - difference between absolute Gas pressure and atmospheric pressure

- 5.6. In case of difference between Gas pressure values as defined above and the Gas pressure values defined in the Technical conditions, the Gas pressure values stipulated in the applicable Technical conditions shall prevail.

Article 6

Repairs and maintenance works

- 6.1. EUS shall inform the Shipper about relevant repair and maintenance works on the transmission system of EUS in writing by letter or e-mail at the latest forty-two (42) days before the beginning of such repair works.
- 6.2. If a previously defined and planned repair period has to be changed, then such a modification must be communicated to the Shipper as soon as possible.
- 6.3. As soon as EUS is aware of necessary but unforeseen repair works on a transmission network, which might limit or interrupt transmission for the Shipper, EUS is obliged to inform without any delay the Shipper on the duration of such works by a letter or an e-mail as well as to inform about the scope of such works.

Article 7

Transmission fee

- 7.1. The Shipper shall pay EUS the Transmission fee. This Transmission fee is calculated from tariff rates for the Booked daily transmission capacities C_i at the Entry points and at the Exit points as requested by the Shipper in Bid and confirmed by EUS in the Confirmation on capacity granting..
- 7.2. Total annual Transmission fee (P_t) for transmission from the Entry points to the Exit points is a sum that shall be calculated in following way:

$$P_t = \sum_{i=1}^n P_i$$

where:

P_t – Transmission fee based on the Booked daily transmission capacities for the relevant period (t), expressed in EUR;

n – number of Booked transmission capacities specified in the Confirmation on capacity granting.

P_i - payment for individual Booked daily transmission capacity C_i , calculated as:

$$P_i = C_i * T_i + C_i * Nch_i * n_i;$$

C_i – respective Booked transmission capacity as specified in the Confirmation on capacity granting and expressed in MWh/Day;

T_i - respective tariff rate at the relevant Entry or Exit point as specified in the Confirmation on capacity granting and expressed in EUR/(MWh/d)/y;

Nch_i – neutrality charge as specified in the Confirmation on capacity granting in €/MWh

n_i – number of Days of the respective Booked transmission capacity in the relevant period (t)

7.3. Each Year, starting 1st January of 2019, the tariff rate T_i shall be adjusted by the following formula:

$$T_{(t)} = T_{(t-1)} * (1 + 0.5 * IR_{(t-2)}/100)$$

where:

$T_{(t)}$ – adjusted figure of the tariff rate to be applied in the relevant calendar Year (t);
 $T_{(t-1)}$ – Tariff rate which was valid in the immediately preceding calendar Year (t-1) for the relevant daily transmission capacity; $IR_{(t-2)}$ – annual inflation index in the European Union published by the office of Eurostat at the official website, as „HICP - inflation rate“ (Harmonized Indices of Consumer Prices), item “European Union” valid in the calendar Year (t-2) before preceding the respective Year of the Natural gas transmission under this Contract. Annual inflation index IR used for the calculation is used in a form that reflects inter-annual increase or decrease (i.e. increase between two consecutive Years of 1% is expressed as $IR=1$).

All the calculations for identification of the Transmission fee pursuant to this Article 7 shall be rounded to 2 decimal places. Should the digit on the third decimal place be equal to or lower than 4, the figure on the second decimal place shall not be changed; and should the digit on the third decimal place be equal to or higher than 5, the figure on the second decimal place shall be increased by adding the digit 1.

Article 8

Gas for operational needs

- 8.1. Additionally to the Transmission fee specified in Article 7 the Shipper shall provide EUS with the quantity of Natural gas for covering operational needs (hereinafter referred to as “**Gas for operational needs**”).
- 8.2. The Shipper shall provide the Gas for operational needs in the following form
- in kind
 - in monetary form
- 8.3. The tariff rate(s) for the Gas for operational needs for the Booked daily transmission capacities at the Entry points and at the Exit points as requested by the Shipper in the Bid shall be specified in the Confirmation on capacity granting in accordance with the Price decision.
- 8.4. In case the Parties agree that the Gas for operational needs shall be provided by the Shipper in kind, the respective volume of Gas for operational needs shall be nominated separately and delivered for transmission by the Shipper at the Entry point.
- 8.5. In case the Parties agree that the Gas for operational needs shall be provided by the Shipper in monetary form then the fee for Gas for operational needs shall be calculated as follows:

$$G_t = \sum_{i=1}^n G_i$$

where:

G_t – fee for the Gas for operational needs based on the daily transmission quantities for the relevant period (t), expressed in EUR;

n – number of Days for the respective transmission period;

G_i - payment for Gas for operational needs in respective Day of transmission, calculated as:

$$G_i = \sum_{j=1}^n GfON_j * R_i$$

n - number of respective Entry points and Exit points defined in the Confirmation on capacity granting in respective Day of transmission;

$GfON_j$ - respective quantity of the Gas for operational needs expressed in MWh/d and calculated as: allocated quantity of transmitted Gas for the respective Entry point and Exit point specified in Article 3.1. on respective Day and multiplied by tariff for the Gas for operational needs FT_j stipulated in the Confirmation on capacity granting;

R_i – CEGHIX relevant for the respective Day of transmission expressed in €/MWh plus 0.25 €/MWh;

- 8.6. The fee for the Gas for operational needs shall be rounded to 2 decimal places. Should the digit on the third decimal place be equal to or lower than 4, the figure on the second decimal place shall not be changed; and should the digit on the third decimal place be equal to or higher than 5, the figure on the second decimal place shall be increased by adding the digit 1.

Article 9

Imbalance charge

In addition to the Transmission fee and the provision of Gas for operational needs, the Shipper shall be charged / paid for its imbalance according to the respective provisions of the Operational order and the Price decision (hereinafter referred to as “**Imbalance charge**”). The fee for the Imbalance charge shall be rounded to 2 decimal places. Should the digit on the third decimal place be equal to or lower than 4, the figure on the second decimal place shall not be changed; and should the digit on the third decimal place be equal to or higher than 5, the figure on the second decimal place shall be increased by adding the digit 1.

Article 10

Billing and Payment

- 10.1. The Shipper shall pay to EUS for the access to the transmission network and Gas transmission the Transmission fee as stipulated in Article 7 regardless of whether the

Booked daily transmission capacity has been totally used or not, unless otherwise provided herein. In addition the Shipper shall pay to EUS the fee for Gas for operational needs if provided in monetary form in accordance with Article 8 and the Imbalance charge in accordance with Article 9 as may be applicable.

- 10.2. The provisions on billing and payment pursuant to the Operational order with respect to the Transmission fee (including neutrality charge) and the Imbalance charge shall be applied
- 10.3. The fee for the Gas for operational needs as set forth in Article 8 if provided in monetary form shall be paid on the basis of monthly settlement invoices, issued by EUS in EUR at the latest on the first Working day following the 10th calendar day and shall become due on the first Working day following the 25th calendar day of the month following the month for which the fee for the Gas for operational needs is paid. If the EUS is in delay with the delivery of the invoice, due date shall be postponed by same number of days as is the duration of such delay.
- 10.4. The Shipper shall make monthly payments for amounts due in favor of the account of EUS, IBAN SK78 1100 0000 0029 3570 0511 with the bank Tatra banka a.s., Bratislava branch, SWIFT code: TATRSKBX, or any other bank account duly notified by EUS to the Shipper.
- 10.5. If the Shipper is in delay with the payment then the Shipper is obliged to pay to EUS the delay interest at the rate of 3 % above the 3-months Euribor interest rate starting from the date when the invoice was due.
- 10.6. The invoicing shall be performed in accordance with all the requirements as prescribed by the applicable Slovak legislation on value added tax (at present the Act No. 222/2004 Coll.). The Parties acknowledge and agree that the tax issues are governed by the legal framework valid in Slovak Republic excluding the possibility to take over the tax obligation to the other Party
- 10.7. Any complaints concerning the invoices must be submitted immediately, not later than five (5) calendar days after the date of delivery of an invoice.

Article 11

Financial guarantee

- 11.1. In order to secure any potential claims of EUS against the Shipper under this Contract and Individual Contract, the Parties have agreed that Shipper shall provide EUS with and shall maintain the financial guarantee in the form of (i) an irrevocable, unconditional bank guarantee in favour of EUS payable on first demand or (ii) a cash collateral. The financial security shall be provided no later than on September 26, 2018. The bank guarantee shall not expire sooner than two months after the expiration of the last Booked daily transmission capacity. All costs related to this bank guarantee shall be covered by the Shipper. The bank guarantee must be issued, and if relevant confirmed, by a bank with Moody's long term credit rating of not less than Baa2 or Standard & Poor's BBB. The language of the document is English or Slovak. If the bank guarantee does not cover the overall required

period the Shipper shall extend the bank guarantee until 60th day preceding the expiry of the currently valid bank guarantee. Financial guarantee in the form of collateral is payable to the following collateral bank account of EUS: IBAN SK59 0200 0000 0000 0012 5858 with the bank VÚB, a.s., Bratislava branch, SWIFT: SUBASKBX. Financial guarantee in the form of collateral shall not be considered as a down payment for transmission services. EUS shall return unspent financial resources of the cash collateral without any bank interests to the Shipper not later than two (2) months after the expiration of this Contract.

- 11.2. The Shipper shall provide and maintain a sufficient level of the financial guarantee in favour of EUS. A sufficient level of the financial guarantee shall be considered based on Shipper's creditworthiness, the amount which is at least:

Rating grade (<i>n</i>)			monthly payment*
Moody's	Standard & Poor's	Fitch Ratings	
Aaa - Baa3	AAA - BBB-	AAA - BBB-	2
Ba1 - Ba3	BB+ - BB-	BB+ - BB-	4
B1 - C	B+ - D	B+ - D	6
Without rating			6

* *the number of monthly payments for gas transmission of the allocated capacity with the highest amount of capacity.*

In case there is no Shipper's credit rating, the credit rating of the Shipper's parent company shall be considered provided that the parent's company share on the Shipper is at least 51 %.

- 11.3. The Shipper is obliged to inform EUS of any change in the Shipper's credit rating and/or, if it ceases to have a credit rating. If any change in the Shipper's credit rating occurs or if it ceases to have a credit rating or any market event detrimentally affecting (in the reasonable opinion of EUS) the creditworthiness of the Shipper occurs, EUS shall have the right to revise its creditworthiness assessment and the level of the Financial guarantee which the Shipper shall provide in connection with allocated capacity. EUS shall notify Shipper on revision of its creditworthiness assessment and the Shipper is obliged to adjust its financial guarantee to the required level.
- 11.4. Notwithstanding the above EUS has at any time the right to request the Shipper to provide information (in whatever form) EUS deems necessary for the creditworthiness assessment and the Shipper is obliged to submit the required information. To the extent that such

information is confidential, the confidentiality provisions of Article 17 (Confidentiality) of the Contract shall apply.

11.5. EUS is entitled to use the relevant financial guarantee only in order to satisfy its claims towards the Shipper under this Contract and Individual Contract. EUS is allowed to use financial guarantee when Shipper is in delay with any payment under this Contract and Individual Contract for minimum of three (3) calendar days or when the Shipper fail to meet any other obligation specified in this Article (including its failure to update the financial guarantee). Obligation to pay to EUS delay interest under Article 10.5. shall remain unaffected. The Shipper shall maintain the financial guarantee, including its amendments, in the agreed amount valid and effective during the effectiveness of the Booked daily transmission capacity and for an additional period of two (2) months after the termination of effectiveness of the Booked daily transmission capacity. The Shipper shall update the financial guarantee immediately (not later than three (3) calendar days) following performance of the payment to EUS under the financial guarantee according to this Contract

Article 12
Dispatching centres

Dispatching is performed for EUS by:

eustream, a.s., Commercial Dispatching – com.dispatching@eustream.sk

Dispatching is performed for the Shipper by:

.....

The Parties will exchange relevant contact details, addresses and responsible persons of Dispatch centres.

Article 13
Shipper codes

The Parties shall communicate issues regarding the relationship between the Shipper and the shippers upstream and downstream of the EUS transmission system by using shared Shipper codes. The Shipper code for the Shipper will be designated by Commercial Dispatching. The Shipper shall inform EUS about changes of Shipper's respective Upstream-Downstream pairs minimum five (5) days in advance.

Article 14
Balancing

The provisions on Balancing as defined in the Operational order shall be applied.

Article 15
Arbitration clause

- 15.1. This Contract and Individual Contract shall be governed by and construed in accordance with the laws of the Slovak Republic with the exclusion of all rules and regulations governing conflict of laws.
- 15.2. The Parties shall do their best to solve amicably any disagreement or dispute arising between them in connection with this Contract or Individual Contract through negotiations.
- 15.3. Where no such settlement is reached within thirty (30) days after receiving a written notice of the affected Party, either Party may, by giving a written notice to the other Party, refer the matter to arbitration as stipulated hereinafter.
- 15.4. All disputes arising out of or in connection with this Contract or Individual Contract or related to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration and Conciliation of the Slovak chamber of commerce and industry. The place of arbitration shall be the arbitration court of the Slovak chamber of commerce and industry, Bratislava. The language of the arbitration shall be English.
- 15.5. The award shall be final and binding for both Parties.

Article 16
Assignment of Contract or Individual Contract, Cession of claims

- 16.1. Neither Party may assign this Contract or Individual Contract, either in whole or partially, to the third party, without prior written consent given by the other Party which cannot be unreasonably withheld. The partial assignment shall not be concluded in case that resulting contract on access to the Gas transmission network and Gas transmission is not in full compliance with valid binding legislative in the Slovak Republic. EUS has a right not to give consent to the assignment if the creditworthiness of the third party does not match the level of the creditworthiness of the Shipper. The third party is always obliged to provide the financial guarantee at the same amount and quality as the Shipper before the assignment is in force.
- 16.2. Neither Party may cede its claims from this Contract or Individual Contract to a third party without the other Party's prior written consent.
- 16.3. Written notice/agreement as defined hereinabove must be signed by the authorized representative(s) of the Parties.

Article 17
Confidentiality

- 17.1. All information shared between EUS and the Shipper concerning the Contract and Individual Contract is considered as confidential and no Party may reveal such information to third parties without the previous written consent of the other Party. The Party, which was requested to provide a consent to disclosure of confidential information, must provide the consent, if the reason for disclosure is reasonable and should not, taking into account all relevant circumstances, cause any risk to the requested Party.
- 17.2. The Shipper and EUS are allowed to disclose confidential information concerning the Contract or Individual Contract only to their employees, consultants, counsels or other service providers, as well as to those state authorities who are entitled to request the given information in accordance with the applicable legislation.
- 17.3. The Shipper and EUS shall take all necessary actions so that all persons and state authorities that received the confidential information pursuant to this Article maintain its confidentiality.

Article 18
Termination of the Contract and Individual Contract

- 18.1. Either Party shall have the right to rescind from this Contract with immediate effect, if the other Party seriously or regularly breaches the obligations under this Contract, and does not cure its failure within cure period which shall be provided in writing by the Party claiming the breach and which cure period shall not be shorter than 15 days.
- 18.2. EUS shall have a right to terminate this Contract with immediate effect in case of cancelation of the Alternative Allocation procedure as specified in the Rulebook
- 18.3. The Shipper shall have a right to cancel this Contract by paying a termination fee (defined in the Rulebook) as stipulated in section 355 of the Commercial Code ("**Step Back Right**"), Step back right ceases to exist, unless exercised in writing and delivered to the EUS until 23:59 CET 29.03.2019.
- 18.4. Any Individual Contract remains valid throughout the validity of this Contract.

Article 19
Liability

- 19.1. In addition and without prejudice to the other provisions set forth under this Contract, the Operational order, the Rulebook and applicable generally binding legal regulations, EUS is not liable for any cost, damage, liability, loss, arising directly or indirectly:

- a) from the information (whatever kind and in whatever form) provided by EUS (including via its representatives and/or advisors) in connection with, or from inaccuracy, incompleteness, or omissions in the contents of this Contract;
- b) out of or in connection with the Alternative Allocation Procedure;
- c) from (i) the delay of the Project or its part (for whatever reason), or (ii) a delay or failure of (for whatever reason) performance of any obligation by EUS, in connection with the Project and the Offered Capacity, directly or indirectly, caused by other transmission system operator, the Shipper, governmental body or EUS;
- d) out of or in connection with (i) termination of the Alternative Allocation Procedure (under conditions defined in the Rulebook), and/or (ii) EUS's rescindment/termination from Contract under clause 18.1. and 18.2. hereof; and
- e) from any action or omission of any other neighboring transmission system operator (including, but without limitation to, its non-compliance with the respective interconnection agreement).

19.2. Notwithstanding the article 19.1. letter c), the Parties have agreed that in case the Shipper will not use its Step Back Right as stipulated in Article 18.3. the Shipper has a right to initiate negotiation on liabilities in case of Eustream's failure resulting in delay of the Project.

Article 20

Final stipulations

- 25.1. Modifications and amendments of this Contract or Individual Contract, if necessary, shall be made in written form as an amendment. Such amendment must be signed by the authorized representatives of the Parties under the same procedure as this Contract.
- 25.2. If any provision of this Contract or Individual Contract is or becomes ineffective or void, the effectiveness of the other provisions shall not be affected. The Parties undertake to substitute for any ineffective or void provision a new and effective provision which achieves economic results as close as possible to those of the ineffective or void provision.
- 25.3. This Contract was executed in two copies in English language, of which each Party receives one copy. All copies are equally valid in law.
- 25.4. The Rulebook (including the sample Framework contract on access to the transmission network and gas transmission through Alternative Allocation Procedure which forms Annex 3 to the Rulebook) take precedence over the Operational order of EUS.
- 25.5. For the purposes of this Contract it is understood that any change in the wording of the Operational order or any change of the Rulebook during the term of validity of the Contract shall be automatically applied to the Contract.
- 25.6. The following documents make the integral part of this Contract:

- Annex 1: Operational order of EUS
- Annex 2: Confirmation on capacity granting
- Annex 3: Rulebook – Binding Alternative Allocation Procedure according to the Commission regulation (EU) No. 459/2017
- Annex 4: Customer Onboarding Form
- Annex 5: Additional Tax Representation

Bratislava, on

_____, on

For EUS:

For the Shipper:

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