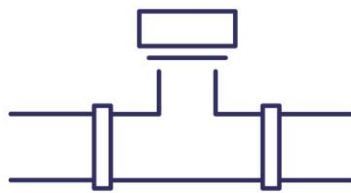




NATURAL GAS TRANSMISSION CONTRACT

GENERAL TERMS AND CONDITIONS



Version dated [01/03/2021]

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CHAPTER I

INTRODUCTORY PROVISIONS

1 ARTICLE 1: DEFINITIONS

The following definitions apply in both the singular and plural.

A

Interruptibility Agreement: agreement between the Interruptible Industrial Consumer, the Shipper and the Transmission System Operator, defining the procedures for reducing the Interruptible Daily Delivery Capacities and Interruptible Hourly Delivery Capacities of the Industrial Consumer in question.

Advance Payment of Balancing Outstanding Amount: partial payment of the financial amount of the Balancing Outstanding, at the Shipper's initiative, as described in Article 7.

Year: period of twelve (12) consecutive Months.

Appendix: all the documents supplementing the General Terms and Conditions or the Sections.

B

Bar: unit of pressure as defined by ISO 1000 "SI Units and recommendations for the use of their multiples and or certain other units".

Daily Assessment: summary statement, determined by the Transport System Operator and communicated to the Shipper according to the procedures set out in section 3 "Access and scheduling in the PEG, access to the PEG and all operational points management" for a given Day. There is a provisional Daily Assessment and a definitive Daily Assessment.

Connection: pipeline and equipment connecting the Main Network or the Regional Network, as applicable, to the Delivery Station of an Industrial Consumer or a Distribution System Operator and intended exclusively or principally for their service.

C

Firm Capacity: Capacity whose use is contractually guaranteed by Teréga in Normal Network Operating Conditions, especially excluding work or events of Force Majeure.

Climatic Firm Capacity: Gas transmission capacity which the TSO contractually guarantees, depending on domestic consumption, will be non-interruptible. This definition particularly applies to injection and draw-off capacities at the PITS.

Bundled capacity: entry (respectively exit capacity) and corresponding exit (respectively entry) capacity, commercially connected on either side of a Network Interconnection Point

Hourly Delivery Capacity: Maximum Quantity of Energy which the Shipper may take off, every Hour, at a Consumer Interface Point. Its value is equivalent on any D-Day to the sum of the Firm Hourly Delivery Capacity and the Interruptible Hourly Delivery Capacity at the Consumer Interface Point in question.

Firm Hourly Delivery Capacity: Hourly Delivery Capacity guaranteed by the TSO in P2 Climatic Conditions. For every Consumer Interface Point, the value of one Firm Hourly Delivery Capacity is defined in the Special Terms and Conditions.

Interruptible Hourly Delivery Capacity: Hourly Delivery Capacity that the Transmission System Operator may partially or totally reduce at any time, subject to a short notice period. For every Consumer Interface Point, the value of one Interruptible Hourly Delivery Capacity is defined in the Special Terms and Conditions.

Subscribed Hourly Capacity: any of the Hourly Delivery Capacities subscribed by the Shipper, during a Period of Validity.

Basic Hourly Capacity: Capacity equal to one twentieth (1/20th) of the subscribed Daily Capacity corresponding to the Consumer Interface Point.

Interruptible Capacity: Capacity whose use is not guaranteed by Teréga.

Daily Capacity: any of the Daily Entry, Daily Exit or Daily Delivery Capacities.

Daily Entry Capacity: Maximum Quantity of Energy which the Shipper is able to make available to the Transmission System Operator on an Entry Point on any given Day; its value is equivalent on any D-Day to the sum of the Firm Daily Entry Capacity and the Interruptible Daily Entry Capacity at that Delivery Point.

Firm Daily Entry Capacity: Daily Entry Capacity guaranteed in P2 Climatic Conditions.

Interruptible Daily Entry Capacity: Daily Entry Capacity that the Transmission System Operator may partially or totally reduce at any time, subject to a short notice period.

Daily Delivery Capacity: Maximum Quantity of Energy which the Shipper may take off at a Delivery Point, on any given Day. Its value is equivalent on any D-Day to the sum of the Firm Daily Delivery Capacity and the Interruptible Daily Delivery Capacity at the Delivery Point in question.

Firm Daily Delivery Capacity: Daily Delivery Capacity guaranteed in P2 Climatic Conditions.

Interruptible Daily Delivery Capacity: Daily Delivery Capacity that the Transmission System Operator may partially or totally reduce at any time, subject to a short notice period.

Daily Exit Capacity: Maximum Quantity of Energy which the Shipper may take off at an Exit Point or a Network Interconnection Point or a Transport Storage/Delivery Interface Point, on any given Day. Its value is equivalent on any D-Day to the sum of the Firm Daily Subscribed Exit Capacities and the Interruptible Daily Subscribed Exit Capacities.

Firm Daily Exit Capacity: Daily Exit Capacity guaranteed in P2 Climatic Conditions. Its value is equivalent on any D-Day to the sum of the Daily Subscribed Capacities at Exit Points or Network Interconnection Points or Transport Storage/Delivery Interface Point in question.

Interruptible Daily Exit Capacity: Daily Exit Capacity that the Transmission System Operator may partially or totally reduce at any time, subject to a short notice period. Its value is equivalent on any D-Day to the sum of the Daily Subscribed Capacities at the Network Interconnection Point in question.

Subscribed Daily Capacity: Any of the Firm Daily Entry Capacities, Interruptible Daily Entry Capacities, Firm Daily Exit Capacities, Interruptible Daily Exit Capacities, Firm Daily Delivery Capacities, Interruptible Daily Delivery Capacities subscribed by the Shipper, during a Period of Validity.

Unbundled capacity: entry (respectively exit capacity) not commercially connected to a corresponding exit (respectively entry) capacity on either side of a Network Interconnection Point

Returned capacity: Firm capacity returned by a shipper under the return procedure as defined in section 1 "Rules for subscription and allocation on the Main Network".

Subscribed Capacity: Any of the Daily Subscribed Capacities, Hourly Subscribed Capacities. Its value and period of validity are defined in the Special Terms and Conditions.

Interruptible subscribed capacity: Capacity for which the TSO is unable to guarantee the use at any time during the subscription period. Interruptible Subscribed Capacities may be partially or totally reduced by the TSO, without the Shipper being able to claim any compensation.

Nominal Technical Capacity or CTN: This corresponds to the nominal physical capacity at a contractual location.

Effective Technical Capacity or CTE: This is the overall real technical capacity at the interface point between GRTgaz and Teréga that the two TSOs can effectively guarantee to all Shippers for a given day It differs from the CTN in the event of restrictions.

Events of Force Majeure: An event of Force Majeure as defined in article 14 of the General Terms and Conditions.

Energy Regulation Commission (CRE): independent administrative authority responsible for overseeing the correct operation of the natural gas market in France in application of the provisions of the Energy Code.

P2 Climatic Conditions:

- cold winter as statistically occurs every fifty years; or
- extremely low temperature for a period of three (3) days at most as statistically occurs every fifty years.

General Terms and Conditions: Section of the Contract that in particular sets forth the obligations of the Parties and the principles governing the supply of the transmission which is the subject of the Contract.

Normal Network Operating Conditions (CNER): conditions for use of the firm Capacities covered by the transmission network structures, excluding maintenance or event of Force Majeure. They are delimited by the Operational Limits of the Network.

Special Terms and Conditions: Part of the Contract setting out in particular the Sections chosen by the Customer; the entry points, exit points, delivery points, gas exchange points, as well as the values of the Capacities Subscribed to by the Shipper at each of these points and the Contract Price. These Special Terms and Conditions are intended to supplement and specify the General Terms and Conditions.

Final Consumer or Final Customer or Industrial Consumer: Private individual or legal entity purchasing natural gas from a Supplier for its/their own use.

Gas-heavy consumer: Private individual or legal entity purchasing natural gas from a Supplier or a Shipper for its/their own use and benefiting, in accordance with the provisions of the

Energy Code, from special terms and conditions of supply and access to the natural gas transmission and distribution network.

Interruptible Industrial Consumer: Industrial Consumer for which the Transmission System Operator has accepted an Interruptible Subscribed Capacity at the Delivery Point in question. The Interruptible Industrial Consumer has substitute fuel available and is capable of interrupting at any time and without any financial consideration a part of its removals, at short notice, up to the Daily Interruptible Delivery Capacity and Hourly Interruptible Delivery Capacity, at the request of the Transmission System Operator.

Contract: Set of contractual documents governing the relationship between the Transmission System Operator and the Shipper in connection with the performance of the natural gas transport services as described in the Special Terms and Conditions.

The Contract comprises, in descending order of priority:

1. The Special Terms and Conditions
2. The Sections and the Appendices
3. The General Terms and Conditions

Interface Contract: Contract made between the Transmission System Operator and a Distribution Network Operator, which deals mainly with the gas delivery conditions and the characteristics of the equipment related to the connection of the delivery stations.

Connection Contract: Contract made between the Transmission System Operator and a Final Consumer relating to a given Delivery Point.

Supply Contract: Contract for the sale of natural gas from a Supplier to a Final Consumer.

D

Validity Start Date: The Validity Start Date for every Subscribed Capacity is defined in the Special Terms and Conditions.

Validity End Date: The Validity End Date for every Subscribed Capacity is defined in the Special Terms and Conditions.

Contract Anniversary Date: the Contract Anniversary Date is defined each year by the day and the month when the contract takes effect, as defined in the Special Terms and Conditions.

Joint Declaration: refers to an agreement made:

- either between an Industrial Consumer and the Transport Shipper in charge of their natural gas transport in order to allocate to this Transport Shipper the gas delivered to the relevant Consumer Interface Point (PIC).
- or between a Distribution Shipper and one or more Transport Shippers in order to allocate to these Transport Shippers the gas delivered to the Transmission and Distribution Interface Point (PITD) corresponding to the declaration.

Subscriptions close the day before a new joint statement becomes valid.

Exceeding of Hourly Delivery Capacity: Quantity of Energy as defined in Appendix A in MWh/d.

Exceeding of Daily Delivery Capacity: Quantity of Energy as defined in Appendix A in MWh/d.

Exceeding of Daily Exit Capacity: Quantity of Energy as defined in Appendix A in MWh/d

E

Auctions: Mechanism for marketing transmission capacities.

Balancing Outstanding Amount: Indicator of the level of commencement of the financial guarantee of the Shipper, expressed as a percentage, calculation of which, daily, is based on the ratio between:

- the cumulative sum owed by the Shipper to the TSO for the daily imbalances multiplied by the settlement price of the imbalances of the day, taken as an absolute value
- the level of bank guarantee, as calculated in Article 8 of the General Terms and Conditions.

The calculation of Balancing Outstanding for Shippers benefiting from the waiver under Article 8.2.3 is based on their Theoretical Guarantee.

Distribution Shipper: Signatory of a distribution contract with a Distribution System Operator.

Transport Shipper (Shipper): Signatory of a Transmission Contract with the Transmission System Operator.

Inactive Transport Shipper: Transport Shipper classified as inactive by the TSO on statement of 0 kWh subscribed and 0 kWh notified during the twelve (12) months preceding a request for renewal of Guarantee made in the months of April and November.

Summer: Period of seven calendar months comprising the months of April, May, June, July, August, September and October.

Flow Commitment: The Flow Commitment service is a service requested by Teréga in a call for tenders to one or more suppliers to emit (reduce) a gas volume per day at the Pirineos point over a 7-day period.

F

Balancing Outstanding Amount Billing: full payment of the financial amount, at the request of the TSO, corresponding to the Balancing Outstanding Amount described in Article 7.

Supplier: Legal entity, holder of an authorisation to Supply issued by the ministry in charge of energy, which carries out the supply of natural gas within the framework of a Supply Contract.

G

Guarantee: Payment guarantee supplied by the Shipper to Teréga as defined in article 8.

Theoretical Guarantee: Corresponds to the Guarantee or cash deposit that the Shipper would have had to pay if it did not benefit from a waiver due to its financial rating, calculation of which is defined in article 8.2.1.

Distribution System Operator (DSO): Legal entity responsible for the design, construction, commissioning, operating, maintenance and development of a Distribution Network.

Transmission System Operator (TSO): Legal entity responsible for the design, construction, commissioning, operating, maintenance and development of a Transmission Network.

Storage Operator (SO): Any private individual or legal entity responsible for the operation, maintenance and development of the Storage and/or holder of administrative authorisations and/or owner of the Storage and signatory of the Contract.

Gas: Natural gas taken off, transported and made available to the Shipper by the Transmission System Operator under the Contract.

Glossary: All definitions applicable to the Contract.

H

Hour: Period of sixty (60) minutes, starting at (x) o'clock and 0 (zero) minutes and ending at (x+1) o'clock and 0 (zero) minutes, with (x) being a whole number between zero (0) and twenty-three (23).

Winter: Period of five (5) calendar months comprising the months of November, December, January, February and March.

I

Measuring instruments: Measurement and calculation instruments located on a Delivery Station, at the interface with an Adjacent Operator, or at other points in the network, and used to determine the volumes of gas delivered at each Delivery Point and exchanged at the interfaces.

J

Day or Gas Day: Period of twenty-four (24) consecutive hours starting at six (6) a.m. at the legal time system in France, on a given calendar day, and ending at six (6) a.m. on the calendar day that immediately follows.

By way of exception, this period may last twenty-five (25) or twenty-three (23) hours respectively when the clocks change from summer- to wintertime and vice versa.

In UTC (Coordinated Universal Time), from 5:00 to 5:00 UTC on day D for winter time and from 4:00 to 4:00 UTC on day D when summertime is applied.

L

Network Operational Limit(s): conditions that express the maximum or minimum uses of sets of contractual points which lead to physical saturation of the structures of the Transmission Network. The Network Operational Limits are regularly updated by Teréga and published on its website.

M

Quality Assurance Manual: Document prepared by the Transmission System Operator, approved by the authorities in charge of legal metrology in France, defining the rules for verification of Measuring Instruments.

Normal Cubic Metre or m³(n): Quantity of Gas without water vapour which, at a temperature of zero (0) degrees Celsius and at an absolute pressure of 1.01325 Bar, fills up a volume of one (1) cubic metre.

Month: period beginning at 6 a.m. on the first day of a calendar month and ending at 6 a.m. on the first calendar day of the following calendar month.

N

Nature: Property of a Subscribed Capacity, that is to say, firm or interruptible.

Daily Notification: All the Daily Quantities Notified by the Shipper to the Transmission System Operator in accordance with the procedures provided in Appendix 3A.

O

Adjacent Operator: The entity responsible for managing any transmission, distribution, storage or production facilities that are directly connected to the Transmission Network, either upstream or downstream.

Prudent and Reasonable Operator: A person acting in good faith for the purpose of fulfilling his contractual obligations, and employing the skills, the care and the foresight that are reasonably and usually implemented by a competent and experienced operator involved in similar activities and acting in accordance with the laws and regulations in similar circumstances and conditions.

Load shedding order: Operational instructions with which Consumers must comply, accompanied by a notice of force majeure, which may be sent by Teréga to the Shipper or the Consumer even before the activation of the Gas Emergency Plan, in accordance with the provisions of the Order of 28 November 2013 on adoption of the Gas Emergency Plan.

P

PEG: virtual point in the TRF Scope where the Shipper exchanges daily quantities of energy with other shippers or one or more Transmission System Operators.

Penalty: Element of the Price defined in Appendix A.

Periodicity: Periodicity of a Subscribed Capacity, that is to say, annual, quarterly, monthly or daily.

Period of Validity: Period commencing on the Validity Start Date and terminating on the Validity End Date of any given Subscribed Capacity.

Pirineos: Virtual Interconnection Point (VIP), Transport Transport Interface Point (PITTE and PITTLL) between the Teréga and Enagas networks.

Gas Emergency Plan: plan and measures prepared in implementation of Regulation (EU) No. 994/2010 on the safety of supply, which is the subject of the Order of 28 November 2013.

Entry Point (PE) or Entry Interface Point (PIE): Point on the Transmission Network, determined in the Special Terms and Conditions, where the Shipper makes all or part of the Gas available to the Transmission System Operator in performance of the Contract. An Entry Point can be a Transport Entry Transport Interface Point, a Transport Entry Storage Interface Point or a Transport Entry Production Interface Point.

Delivery Point (PL) / station: Point on the Transmission Network, determined in the Special Terms and Conditions, where the Transmission System Operator makes all or part of the Gas available to the Shipper, with a view to delivery to an Industrial Consumer or a Transport Shipper. It is located at the outlet flange of the corresponding Delivery Station or Stations. The Delivery Point can be a Consumer Delivery Point (PIC) or Transport Distribution Interface Point (PITD).

Installation located at the downstream limit (delivery) or upstream (injection) of the transmission grid ensuring the function of: pressure regulation (delivery only), filtration, measurements of gas volume and physical characteristics (injection only). The station is part of the transmission grid.

Exit Point (PS): Point on the Transmission Network that is a junction between the Main Network and the Regional Network.

Network Interconnection Point: Transport Transport Delivery Interface Point.

Consumer Interface Point (PIC): Point on the Transmission Network, determined in the Special Terms and Conditions, where the Transmission System Operator makes all or part of the Gas available to the Shipper, with a view to delivery to a Consumer. It is located at the outlet flange of the corresponding Delivery Station or Stations.

Transport Distribution Interface Point (PITD): Crossing point on the Transmission Network, determined in the Special Terms and Conditions, where the Transmission System Operator makes all or part of the Gas available to the Shipper, with PDL

a view to delivery to a Distribution Shipper. It is located at the outlet flange of the corresponding Delivery Station or Stations.

Transport Transport Interface Entry Point (PITTE): Crossing point between the Transmission Network and an adjacent Transmission Network, determined in the Special Terms and Conditions, where the Shipper makes all or part of the Gas available to the Transmission System Operator in performance of the Contract.

Transport Transport Interface Delivery Point (PITTL) or Network Interconnection Point (PIR): Crossing point between the Transmission Network and an adjacent Transmission Network, determined in the Special Terms and Conditions, where the Transmission System Operator makes all or part of the Gas available to the Shipper in performance of the Contract.

Transport-Storage Interface Point ((PITS): Storage Transport Interface Entry Point or Storage Transport Interface Delivery Point.

Transport Storage Interface Entry Point (PITSE): Crossing point between the Transmission Network and adjacent storage facilities, determined in the Special Terms and Conditions, where the Shipper makes all or part of the Gas available to the Transmission System Operator in performance of the Contract.

Storage Transport Interface Delivery Point (PITSL): Crossing point between the Transmission Network and adjacent storage facilities, determined in the Special Terms and Conditions, where the Transmission System Operator makes all or part of the Gas available to the Shipper in performance of the Contract.

Transport Production Interface Entry Point (PITPE): Crossing point between the Transmission Network and adjacent natural gas production facilities, determined in the Special Terms and Conditions, where the Shipper makes all or part of the Gas available to the Transmission System Operator in performance of the Contract.

Delivery station: Facility located at the downstream end of the Transmission Network, mainly fulfilling the functions of pressure regulation and metering volumes of Gas at a Delivery Point. The delivery station is part of the Transmission Network.

Higher Calorific Value (PCS): Quantity of heat, expressed in kWh, released by the complete combustion of one (1) Normal Cubic Metre of dry gas in air at a constant absolute pressure of 1.01325 Bar, when the gas and air have an initial temperature of zero (0) degrees Celsius, all products of the combustion being reduced to a temperature of zero (0) degrees Celsius, the water formed during the combustion being condensed into liquid form and other products being in gaseous form.

Preliminary request: request from an End Consumer or a shipper consisting in declaring a maximum capacity threshold which could be booked on a daily basis at a Delivery Point (PIC).

Premium: Part of the unit price of the subscribed capacity at the Auctions on PRISMA above the Reserve Price.

PRISMA: Electronic tool for marketing transport capacities at the cross-border interconnection points by auction (<https://platform.prisma-capacity.eu/>)

Price or Transmission Price: All the elements of the Contract Price, defined in Appendix "Price Schedule".

Price of imbalance payments: Average Price and Marginal Price as defined in paragraph 3.2 of Appendix A "Price Schedules".

Daily Reference Price: Price on any Day D, as defined in Appendix A, in euro/MWh/d.

Reserve Price: Minimum unit price of sale of a capacity for subscription at the Auctions on PRISMA. The Reserve Price is fixed by Terēga before the start of the Auction.

Procedures for applying for a subscription and the allocation of Transmission Capacities: procedures defining the procedures for applying for a subscription of Daily Capacities and Hourly Capacities and rules applied by the Transmission System Operator for allocating the Daily Capacities and Hourly Capacities. These procedures are in section 1 of this Contract.

Daily Schedule: All the Scheduled Daily Quantities for a given Day, determined by the Transmission System Operator and sent to the Shipper in accordance with the procedures provided in the Operating Conditions.

Q

Quantity of Energy: The energy content of a quantity of Gas, calculated in accordance with the Higher Calorific Value (HCV) of the Gas.

Daily Quantity of Energy: The energy content of a quantity of Gas, calculated in accordance with the Higher Calorific Value (HCV) of the Gas.

Hourly Quantity Allocated: Quantity of Energy delivered to a Delivery Point by the Transmission System Operator at any given Time and determined in accordance with the procedures provided in the Operating Conditions.

Daily Quantity Allocated: Quantity of Energy allocated to a shipper in its provisional or definitive Assessment according to the procedures set out in the operating terms in Appendix 3A.

Daily Quantity Notified: Daily Quantity of Energy notified by the Shipper on a given day, as defined in Section 3.

Scheduled Daily Quantity: Daily Quantity of Energy scheduled by the Transmission System Operator on a given Day, such as defined at Section 3.

R

Distribution Network: All structures, managed by a Distribution System Operator, consisting of medium- and low-pressure pipelines, generally of small diameter, and associated facilities, to which the consumers and, possibly, other Distribution Networks are connected.

Main Network or RP: Part of the Transmission Network which connects the Entry Points, Exit Points, Network Interconnection Points, Transport Storage Delivery Interface Points and the Production Interface Entry Points to one another, and which is mainly composed of structures exceeding 600 mm in diameter.

Regional Network or RR: Part of the Transmission Network which carries the Gas between the Exit Points and the Delivery Points. The Regional Network is generally made up of structures with a smaller diameter than those in the Main Network.

Transmission Network: All facilities controlled by the Transmission System Operator that allow quantities of Gas to be transported on behalf of the Shipper. The Transmission Network comprises the Main Network, the Regional Network, the Connections and the Delivery Stations.

Pooled restriction: last-resort mechanism in the event of reaching a network Operational Limit, which can be activated by TSOs with respect to the Shipper during a given period. This mechanism corresponds to a reduction in the Shipper's Operational Capacity in proportion to its subscribed capacities on one or a set of Delivery Points or Entry Points (PITS, PITM, PIR).

S

Section: Part of the contract describing the services provided by the TSO to the Shipper. Subscription by the Shipper to all or part of these services is formalised in the Special Terms and Conditions.

Sustainability Rule: principle to make a commitment to subscribe to the Regional Network for a consecutive period of at least 12 months.

Week: Period of seven days beginning at 6 a.m. on a Monday and ending at 6 a.m. on the following Monday.

Transport Balancing Service (SET): Flexibility service based on the stock in pipelines offered by Teréga. It allows any Shipper who requests it, on the condition that it holds on a given Month M at least a Daily Delivery Capacity relating to a Consumer Interface Point or a Transport Distribution Interface Point, not to be exposed to the Marginal Purchase or Sale Price for all Days when this service is applicable to the Teréga balancing zone.

TSO website: <https://portail.terega.fr/star-app/accueil> (formerly TETRA) is the official private website dedicated to Shippers, administered and managed by the TSO. This website allows

Shippers to manage their Contract (capacities, invoices, contract documents). The characteristics of the website are stated in article 28 of the Contract.

Locational Spread: market mechanism consisting of carrying out two simultaneous operations on the gas exchange market:

- a purchase focused on the points located downstream of a network Operational Limit
- a sale focused on the points upstream of a network Operational Limit.

By doing this, the cost of the product is based on the price difference (or "spread") between these two operations.

Dormant Status: Status of an Inactive Transport Shipper validated by the TSO giving the right to an exemption from renewal of Guarantee. This status involves the blocking of any right to notification and/or subscription to the TSO.

Storage: Set of structures, facilities and technical or computer systems operated by or under the responsibility of the Storage Operator, particularly made up of the underground structures in the aquifer of Izaute and Lussagnet. Storage is connected to the Transmission Network at the Storage Transport Interface Point.

T

Tetra and Teréga Portal: Secure website made available to the Shipper by Teréga allowing subscription of capacities, services, transfer of capacities and displaying of invoices and other private and public data. The Teréga Portal will gradually replace TETRA.

Storage Price Term: Unit price term aimed at recovering part of the revenue of the natural gas underground storage operators, applicable to shippers who have been allocated firm capacity at a PITD and depending on the winter modulation of their customers connected to a public distribution network.

TRF: group comprising the GRTgaz Balancing Zone, the Téregas Balancing Zone and the Gas Exchange Point in which the Shipper has to carry out its balancing obligation.

Quarter: capacity product with a 3-month duration as defined in the CAM network code

U

UBI (Use It and Buy It): at the Pirineos VIP, daily offer of availability of capacities subscribed but not used by the holders of the capacity.

Long-Term Use-It-Or-Lose-It (Long-Term UIOLI): procedure for the purpose of re-allocating unused subscribed capacities to the Pirineos point.

2 ARTICLE 2: SCOPE OF APPLICATION OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all natural gas transmission services marketed by Teréga and prevail over any signature of Special Terms and Conditions by the Shipper.

It is understood between the Parties that the gas transmission services marketed by Teréga are:

- Capacity booking service on the Main Network
- Capacity booking service on the Regional Network
- Access Service to PEG OTC Market

These services, described in the Sections, are chosen by the Shipper via the Special Terms and Conditions.

These General Terms and Conditions prevail over any general or special terms and conditions of the Shipper.

3 ARTICLE 3: ENTRY INTO FORCE OF THE TRANSMISSION CONTRACT

The date on which this Contract comes into force is established in the Special Terms and Conditions, subject to fulfilment of the conditions precedent referred to in article 4 below.

4 ARTICLE 4: CONDITIONS PRIOR TO THE ENTRY INTO FORCE OF THE TRANSMISSION CONTRACT

The entry into effect of the Contract is subject to the following conditions precedent being fulfilled:

4.6. Network access rights

The Shipper justifies its right of access to the TSO in accordance with the regulations in force.

4.7. Connection Contract

A Connection Contract is in force for every Consumer Delivery Point referred to in the Contract.

4.8. Shipper's Guarantees

The Shipper has produced the Guarantee provided for in article 8 of the General Terms and Conditions.

5 ARTICLE 5: CONTRACT TERM

The Contract term corresponds, except in the event of early termination of the Contract under the conditions set out in article 22 of these General Terms and Conditions, to the period of validity of subscriptions to capacity or the subscription period of the PEG access service set out in the Special Terms and Conditions and any successive amendments to them.

CHAPTER II: FINANCIAL PROVISIONS

6 ARTICLE 6: PRICE OF TRANSMISSION

6.1. - Tariffs for using the transmission network

The price references for the Teréga Transmission Network are listed in Appendix A of the General Terms and Conditions. The capacity terms, quantity terms, fixed terms and their associated unit prices are defined by the tariffs for use of the natural gas transport networks in effect, published in the Official Journal of the French Republic.

6.2. Price Revision

The price for use of the Transmission Network is fixed according to the legislative and regulatory provisions in force, by deliberation of the CRE. Accordingly, any decision to modify the Transmission Price taken pursuant to these provisions will be substituted as a matter of law for the Transmission Price with effect from the planned date of entry into effect, without the Shipper being entitled to claim any compensation and/or indemnity of any nature whatsoever.

6.3. Act of the Transport System Operator

If and to the sole extent that a purchase/sale arises exclusively from an act by the TSO, including by virtue of application of article 13 of the General Terms & Conditions, but except for the cases covered in the following paragraph, the TSO agrees to cancel the effect of purchase/sale penalties.

In the event of reduction of the Daily Capacities and the Hourly Capacities by the TSO in application of articles 10, 12 or 14 of the General Terms and Conditions, the Shipper's balancing obligation remains in place as well as the payment corresponding to the Daily Quantities Allocated to the Purchase/Sale.

6.4. Figures for billing

The figures used for billing by the TSO will be expressed in the invoices for calculation and display with five (5) decimal places for the price, with three (3) decimal places for the quantity and with two (2) decimal places for the amount.

7 ARTICLE 7: BILLING AND PAYMENT TERMS

7.1. Monthly billing

The TSO sends the Shipper, with reference to the prices determined in Appendix A "Price Schedule":

No later than the fifteenth (15) of Month M+1, the invoice for Month M, corresponding to:

- Basic price
- Price of PEG access service (if applicable)
- As the case may be, the quantities allocated in UBI
- As the case may be, the price of the Transmission Balancing Service

- As the case may be, the amount of the late performance fine pursuant to article 7.5 of the General Terms and Conditions
- As the case may be, the amount of the fine for failure to respect the methods for participating in the Targeted Spread
- As the case may be, the amount of the fine for failure to respect the methods for participating in the Flow Commitment

As the case may be, no later than the fifteenth (15) of Month M+1, the invoice for the Storage Price Term.

No later than the fifteenth (15) of Month M+2, the invoice or Purchase Sheet for Month M, corresponding to:

- The Balancing terms
- The fines for exceeding capacities
- As the case may be, the amount of the late performance penalty pursuant to article 7.5 of the General Terms and Conditions

7.2. Billing of the Balancing Outstanding Amount

When the Balancing Outstanding Amount is strictly greater than ninety per cent (90%), Teréga has the right to issue an Invoice for the Balancing Outstanding Amount to the Shipper.

Subject to the Balancing Outstanding Amount being strictly greater than fifty per cent (50%), the Shipper may also, at its own initiative make an Advance payment of the Balancing Outstanding Amount to Teréga.

The Shipper should inform Teréga of the amount of the advance payment made and its payment date. In return, Teréga will draft a confirmation of receipt of the amount and will deduct the amount or amounts paid in advance from the amount of the next invoice, up to the limit of the amount of said invoice.

In the case where the Balancing Outstanding Amount is strictly greater than fifty per cent (50%), the amount of the Guarantee can also be revised upwards by the Shipper in order to lower the relative level of the Outstanding Amount, in compliance with the conditions described in article 8.

7.3. Payment terms

The payment of the full amount of any invoice relating to a delivery month M must be made no later than the twentieth (20) of the month following the month in question or the tenth (10th) calendar day following its date of issue if this second date is later.

If the payment date as defined above is a non-working day in France, it is postponed to the next working day.

Payment will be deemed made when the TSO's bank account has been credited with the full amount billed.

7.4. Premature Billing

The TSO reserves the right to bill early for any sums due by the Shipper under the Contract if these exceed an amount equivalent to twice (2) the amount of the Guarantee provided in article 8 of the General Terms and Conditions.

7.5. Late payment penalty

Any delay in payment of an invoice related to any Month M within the time limits set out in article 7.3 of the General Terms and Conditions, gives rise to late payment charges payable to Teréga, corresponding to three times the legal rate of interest in France and of a flat-rate recovery handling charge of EUR 40. The late payment is calculated on the exact number of days elapsed between the payment due date and the actual payment date.

Teréga will invoice any fines specific to failure to comply with the terms and conditions of participation in the Targeted Spread and/or the Flow Commitment on the terms fixed in M+1 for M of this transmission contract.

7.6. Contesting a bill

The Operator must be informed of any claim relating to an invoice for any Month M within ninety (90) calendar days from the date on which the TSO issued the bill. After this time, no claims relating to this bill will be accepted. The Shipper sends the TSO any elements that will substantiate its claim. This claim does not exempt the Shipper from its obligation to pay the full value of the contested bill, under the conditions established above.

7.7. Payment method

Payment of the amounts billed is made by bank transfer.

8 ARTICLE 8: PAYMENT GUARANTEE

8.1. Form of the payment guarantee

8.1.1. CHOICE OF FORM OF THE PAYMENT GUARANTEE

The Shipper provides the TSO with a payment guarantee in the form of:

- (i) a guarantee deposit
- or
- (ii) a first demand autonomous guarantee.

By way of exception to the rule provided above, where the Shipper's parent company is a company having its registered office in a European Union country and it enjoys a long-term credit rating equivalent or higher than A+ (Standard & Poor's or Fitch) or A1 (Moody's) and subject expressly to the Transmission System Operator's prior written agreement:

- (i) Twenty per cent (20%) of the guarantee must be the subject of:
 - o A security deposit with the Transmission System Operator

or else

- o A first demand guarantee issued by a first rate French banking institution enjoying a long-term credit rating equivalent to or higher than A (Standard & Poor's or Fitch) or A2 (Moody's).
- (ii) Eighty per cent (80%) of the guarantee may be the subject of a first demand guarantee issued by the Shipper's parent company.

8.1.2. GUARANTEE DEPOSIT

If the guarantee is constituted in the form of a security deposit, this does not bear interest. It is returned by the TSO on expiration of the Contract, as the case may be, after any sums remaining due by the Shipper to the TSO have been deducted.

8.1.3. FIRST DEMAND GUARANTEE

The first demand guarantee shall be issued by a bank that has its registered office in a European Union country, provided that the latter has, for the entire duration of the Contract, a long-term credit rating equal to or higher than "A" issued by the rating agencies Standard & Pooors or Fitch or "A2" issued by the rating agency Moody's.

In the case of multi-annual subscriptions, where the first demand guarantee is issued either by a banking institution or by the Shipper's parent company for a one-year period, the Shipper agrees that no less than thirty (30) days before the expiration of this one-year period, it will ask the banking institution or its parent company to renew its Guarantee, taking account of any possible adjustments provided for in the Contract.

If within the thirty (30) days preceding the date of expiration of the Guarantee its renewal has not been transmitted to the Transmission System Operator, the latter may call in the Guarantee and retain the amount as security until the end of the Contract.

8.2. **Amount of the guarantee**

8.2.1. DETERMINATION OF THE INITIAL AMOUNT OF THE PAYMENT GUARANTEE

The initial amount of the Guarantee for Month M, corresponding to the first month of entry into force of the Contract, is equal to the minimum amount of the Guarantee, namely:

- one hundred thousand (100,000) euros

or

- twenty thousand (20,000) euros if the Shipper has a gas supply authorisation allowing it to carry out occasional natural gas sale and purchase operations at the PEG in order to cover the needs related to the activities of its own industrial sites.

8.2.2. ADJUSTING THE AMOUNT OF THE GUARANTEE

The amount of the Guarantee, revised in April and October, is the equal to the highest amount between the following two (2) values:

- The sum of the highest two (2) invoice amounts between Months M-12 and M-1, excluding settlements of imbalances

or

- Two (2) times the Price of Transport for the first Month of execution of the Contract.

However, the adjustment will only be made where the modifications to the Transmission Price lead to an adjustment of the amount of the guarantee greater in absolute value than twenty per cent (20%) of the amount of the guarantee previously in force.

The amount of the Guarantee may also be revised at the sole initiative of the Shipper as long as the new amount is higher than the one calculated by these provisions or in the conditions of article 7.2 in the case where the Balancing Outstanding Amount is strictly greater than fifty per cent (50%)

In the case of a first demand guarantee, it should be issued in accordance with the template in Appendix G.

8.2.3. DEROGATION RELATING TO AMOUNT OF THE GUARANTEE

By way of exception to the rule provided in article 8.1.1, where the Shipper's parent company is a company having its registered office in a European Union country and it enjoys a long-term credit rating equivalent or higher than A+ (Standard & Poor's or Fitch) or A1 (Moody's), the amount of the guarantee that has to be produced by the Shipper is equivalent to the Transmission Price for the first month.

The same Shipper may not benefit from the exception referred to in article 8.1.1 and that referred to in article 8.2.3.

8.2.4. EXEMPTION FROM RENEWAL OF GUARANTEE DUE TO DORMANT STATUS

A Shipper, who is already the holder of a Transmission Contract with the TSO, may make a written request for a change to Dormant Status when the TSO calls for renewal of the guarantee, as referred to in article 8.

Following validation by the TSO, the Shipper will then be considered as an Inactive Transport Shipper, which gives it the possibility of not renewing the Guarantee and automatically leads to blocking of notification and subscription rights.

This request is made according to the procedures described in Appendix G.

8.2.5. CHANGE OF RATING

If, during the performance of the Contract, the Shipper, its parent company or the bank that issued a Guarantee has its rating downgraded to below the thresholds defined in this article 8, the Shipper should produce a new Guarantee in compliance with the Contract requirements in the month following this downgrading. If not, the TSO may call in the Guarantee and retain the amount as security until the end of the Contract or the transmission of the new Guarantee.

CHAPTER III: GENERAL OPERATING PROVISIONS

9 ARTICLE 9: CONNECTION

9.1. Connection Contracts

As the case may be, the TSO installs, operates and maintains the Connections and Delivery Stations in respect of the following contracts relating to connection:

- For Industrial Consumers: Connection Contracts
- For Distribution System Operators: Interface Contracts

The obligations of the TSO stipulated in the contracts mentioned above do not open up any right in favour of the Shipper.

The Shipper waives all recourse against the TSO and/or its insurers by virtue of the latter's non-compliance with its obligations under one of these contracts.

The TSO guarantees the Shipper against any recourse from an Industrial Consumer caused by a breach by the TSO of its obligations under its contract related to connection.

9.2. Request for interruption or limitation of delivery to an Industrial Consumer

The Shipper may ask the TSO, by registered letter with acknowledgement of receipt, to interrupt or limit the delivery of gas to the Consumer Interface Point supplied. In order to guarantee the safety of people and property, the TSO will only be able to execute this request after the Industrial Consumer has first of all secured any equipment that uses natural gas.

The Shipper who has asked the TSO to limit or even interrupt the delivery of Gas at the Consumer Interface Point must first of all ensure that the Industrial Consumer has taken all the necessary precautions to ensure that this operation can be carried out safely, and confirm it to the TSO by registered letter with acknowledgement of receipt.

On receipt of the confirmation by the Shipper of the safety of the equipment of the Industrial Consumer supplied, the TSO will inform the Industrial Consumer in advance and, subject to notice of five (5) calendar days, will take any measure that it considers relevant to effectively interrupt or limit, in the name and on behalf of the Shipper, the delivery of Gas at the Consumer Interface Point of the Industrial Consumer in question.

If the TSO considers it necessary, it will take these measures under the control of a bailiff whose intervention cost will remain the responsibility of the Shipper, after it has been notified of this.

It is understood that the Shipper will ensure the continuity of the natural gas transmission for the benefit of its Industrial Consumer until the effective date of interruption or limitation of deliveries, of which the TSO will notify it.

The Shipper may in no case claim any compensation whatsoever from the TSO and/or its insurers in respect of the possible consequences of any interruption or limitation in the quantities delivered by the TSO because of the conditions set forth in this article.

10 ARTICLE 10: GENERAL CHARACTERISTICS OF THE GAS

10.1. Shipper's Obligations

10.1.1. AT ENTRY POINTS, NETWORK INTERCONNECTION POINTS AND THE STORAGE TRANSPORT INTERFACE DELIVERY POINT

The Shipper agrees that the gas made available to the TSO at each Entry Point will comply with the specifications and conditions of pressure defined in the Special Terms and Conditions of the Contract for the Entry Point under consideration.

10.1.2. CONSEQUENCES OF NOT COMPLYING WITH THE GAS SPECIFICATIONS AT AN ENTRY POINT, NETWORK INTERCONNECTION POINT AND STORAGE TRANSPORT INTERFACE DELIVERY POINT

The TSO is not bound to take off, at any Entry Point whatsoever, a Quantity of Energy that does not comply with the specifications stipulated in the Contract.

The Shipper and the TSO, acting as Prudent and Reasonable Operator, keep one another informed as soon as they are aware thereof and in accordance with the procedures provided in Appendix 3A, of any compliance defect in the Quantities of Energy supplied to any Entry Point whatsoever.

The TSO may take any measure it judges necessary to avoid taking off a Quantity of Energy not complying with the specifications defined in the Special Terms & Conditions of the Contract, without the Shipper being entitled to assert any claim of loss by this fact. In particular, the TSO reserves the right to make reductions in the Quantities of Energy Scheduled at the Entry Point, Exit Point, Network Interconnection Point and Transport Storage Interface Delivery Point.

If Quantities of Energy not complying with the specifications stipulated in the Contract are taken off by the TSO at any Entry Point whatsoever, the Shipper will hold the TSO harmless against all charges and financial consequences which the latter has to bear because of this non-compliance, specifically any penalties, damages or other compensation of any nature which the TSO has to pay to third parties, as well as the costs borne by the latter, as the case may be, to bring the Quantities of Energy into compliance with the specifications stipulated in the Contract, within the limit of the upper limits defined in article 15.2.3 of the General Terms and Conditions.

10.1.3. TO DELIVERY POINTS

The characteristics and pressure of the Gas delivered at any Delivery Point whatsoever are defined in the Connection Contract relating to the said Delivery Point.

10.2. Rights over the gas

The Shipper certifies that it is the holder of the rights enabling it to supply the Quantities of Energy at each Entry Point and warrants to hold the TSO harmless against the pecuniary consequences of any recourse by third parties availing themselves of rights relating to the Quantities of Energy which it has supplied to the TSO.

11 ARTICLE 11: MEASUREMENT

11.1. Measuring methods

The measurements of the Quantities of Energy delivered to the Delivery Stations in performance of the Contract are determined by the TSO.

The calibration, periodic verification and adjustment of the Measuring Instruments of a Delivery Station serviced under the Contract are carried out by an approved verification organisation in accordance with the TSO's Quality Assurance Manual currently in force.

The Shipper may be informed of the provisions of this manual, on request, and attend on-site verifications of the Measuring Instruments.

11.2. Rules applying in case of failure of Measuring Instruments

In the event of a lack of conformity of any Measuring Instrument with the tolerances defined by the regulations in force:

i) For PIC Delivery Points:

An adjustment is made by the TSO until sixty (60) days before the date on which the non-conformity of any Measuring Instrument was detected.

This adjustment will be based on all evaluation elements available to the TSO, who will inform the Shipper of the adjustment made. Subject to its confidentiality obligations, the TSO will provide the Shipper with documentation in support of the adjustment made. Failing the Shipper's agreement on this procedure, the adjustment is made on the basis of the difference in measurement noted on verification up to the sixtieth day preceding the date on which the compliance defect of any Measuring Instrument was detected.

In the event of stoppage or defective operation of the Measuring Instruments on any given day D, the Quantities of Energy delivered that Day D are estimated by the TSO on the basis of all the elements of appraisal at its disposal. As the case may be, the TSO approaches the Final Consumer or its representative, or the DSO concerned and the Shipper to prepare the replacement values.

Subject to its confidentiality obligations, the TSO will provide the Shipper with the values determined accordingly and documentation in support of the adjustment made.

ii) For PTID Delivery Points:

When agreements (in particular, an agreement ensuring the management of a TSO-DSO Inter-Operator Imbalance Account for PITDs) are signed between the TSO and the DSOs, the provisions of these agreements apply.

Apart from the signing of an agreement between TSO and DSO, the provisions defined above and relating to PIC apply.

11.3. Inspecting the Measuring Instruments

The Shipper may at any time request that the TSO carries out a further verification in the presence of all parties, of the Measuring Instruments located on the Delivery Stations serviced under the Contract. The costs of verification are borne by the TSO if the Measuring Instruments verified do not comply with current regulations in force; they are borne by the Shipper in the contrary case.

11.4. Operating the measurements

The TSO may freely use the measurements it has taken within the framework of Contract, subject to complying with its confidentiality obligations.

The TSO may send the Final Consumer in question the values of the Quantities of Energy delivered to a Delivery Point.

11.5. Rules related to Units of Quantities of Energy

A Quantity of Energy expressed in kWh (PCS 25°C) is converted into a Quantity of Energy expressed in MWh (PCS 0°C) by multiplying this Quantity of Energy by 1.0026 (one point zero zero twenty-six), in accordance with the requirements of standard NF ISO 6976, and dividing the product of this multiplication by 1000 (one thousand).

A Quantity of Energy expressed in MWh (PCS 0°C) is converted into a Quantity of Energy expressed in kWh (PCS 25°C) by multiplying this Quantity of Energy by 1000 and dividing the product of this multiplication by 1.0026 (one point zero zero twenty-six), in accordance with the requirements of standard NF ISO 6976.

Any Quantity of Energy expressed in MWh (PCS 0°C) is rounded off to 3 (three) significant decimal places according to the rules described below. Any Quantity of Energy expressed in kWh (PCS 25°C) is rounded off to 0 (zero) significant decimal places according to the following rules:

- A non-significant decimal place above 3 (respectively 0) decimal places is equal to 0 (zero), 1 (one), 2 (two), 3 (three) or 4 (four). Such a decimal place does not increment the previous significant decimal place;
- A non-significant decimal above 3 (respectively 0) decimal places equals 5 (five), 6 (six), 7 (seven), 8 (eight) or 9 (nine) and increments the previous significant decimal place.

In the event of a dispute over the quantities of energy, only the Quantity of Energy expressed in kWh (PCS 25°C) is valid. In the event of a dispute over capacities, only the capacity calculated on the basis of energy expressed in MWh (PCS 0°C) is valid.

12 ARTICLE 12: MAINTAINING THE TRANSMISSION NETWORK

The TSO may reduce the Capacities Subscribed to by the Shipper during the time required for work to be carried out on its facilities and part of the GRTgaz installations, to ensure maintenance, testing, renewal or development operations on the Transmission Network.

In the case where such operations would be likely to impact on performance of the Contract, the TSO agrees to use its best efforts to minimise the consequences of these operations, specifically by taking account of the forecasts communicated by the Shipper under point 6.1 on quantity of energy forecasts in section 3 "Access to PEG Scheduling, access to the PEG and all operational points management and to inform the Shippers thereof as early as possible and no later than two (2) months before the planned start of such operations. No later than five (5) days before the start of the operations in question, the TSO notifies the Shipper of the reductions in Daily and Hourly Delivery Capacity and their estimated duration.

During the period in which the aforementioned operations are carried out, the obligations of the TSO shall be suspended for the duration and within the limit of the effects of these operations on its obligations.

The Shipper may in no case claim any compensation whatsoever from the TSO and/or its insurers in respect of the possible consequences of a reduction in the Daily and the Hourly Delivery Capacity carried out by the TSO because of the conditions set forth in this article.

The procedures for publication of scheduled maintenance and calculation of the reduction rates are available on the TSO website:

<https://portail.terega.fr/star-app/logistique/maintenances-et-reductions/transport>

13 ARTICLE 13: SECURITY AND OPERATING INSTRUCTIONS

The TSO, acting as a Prudent and Reasonable Operator, may at any moment take any action to protect the safety of property or people, preserving the integrity of the Transmission Network as a whole, guaranteeing the performance of its legal and/or regulatory obligations and/or protecting the environment from serious harm, including any action having as a consequence a reduction in the Shipper's Daily and Hourly Delivery Capacities.

The TSO may in particular notify the Shipper by all means of the operating instructions which the Shipper agrees to comply with or, as the case may be, ensure that the Final Customers or Distribution Network Operators in question do so.

The TSO agrees to use its best efforts to minimise the consequences of such actions.

The implementation of such actions may lead to a reduction in Daily Capacity and Hourly Delivery Capacity by the TSO, in accordance with the procedures provided in the Operating Conditions.

The Shipper may in no case claim any compensation whatsoever from the TSO and/or its insurers in respect of the possible consequences of a reduction in the Daily and the Hourly Delivery Capacity carried out by the TSO because of the conditions set forth in this article, without prejudice however to application of article 15 for those cases only where the safety actions and operating instructions specified herein are the consequence of a direct fault by the TSO.

CHAPTER IV: GENERAL LEGAL PROVISIONS

14 ARTICLE 14: FORCE MAJEURE

14.1. Events of Force Majeure

The following events, facts and circumstances will be considered cases of Force Majeure under this article:

- a) Any event beyond the control of the TSO or the Shipper, which cannot be reasonably foreseen at the conclusion of the Contract and whose effects cannot be avoided by appropriate measures, preventing the execution of its obligation.
- b) Any of the circumstances listed below, for which it is not necessary for the criteria detailed in paragraph (i) above to be met, insofar as the occurrence of the circumstance affects one Party and prevents it from performing all or part of any of its obligations under this Contract:
 - o Strike or lock-out by the employees of one Party
 - o An operating accident at one of the Parties' sites, such as the breakage of a machine, equipment or pipeline, which was not caused by a maintenance fault or improper use of the facilities
 - o Event or circumstance preventing the Transmission System Operator from carrying out its obligations under a Connection Contract, including in case of suspension or termination of the said Connection Contract, regardless of the cause
 - o Failure of an Adjacent Operator
 - o Measures imposed by public authorities related to defence, security or public service
 - o Carrying out Public Service Obligations
 - o Natural disaster status, confirmed by a decree from the relevant administrative authorities, under law 82-600 of 13 July 1982.
 - o Event leading Teréga to launch Load Shedding Orders, pursuant to the provisions of article 2 of the Order of 28 November 2013 on adoption of the Gas Emergency Plan.

It is expressly agreed that implementing reasonable measures to which the TSO is bound under this article does not include the TSO's own resources which are at its disposal in its capacity of Transmission System Operator, to the exclusion of all recourse to services for the storage, purchase or sale of natural gas.

14.2. Suspension of obligations

The respective contractual obligations of the Parties under the Contract will be suspended and no Party will be held liable for their non-performance in the Cases of Force Majeure listed above, for the duration and within the limits of the effects that said Cases of Force Majeure have on these obligations, with the exception of the Shipper's obligation to make payment of the Transmission Price stipulated at article 6.

In the Cases of Force Majeure listed in article 14.1 above, the TSO may take any measures that it deems necessary, in particular the reduction of Daily Capacities and Hourly Capacities or the closure of the Delivery Station or Stations affected, to avoid taking off or delivering any Quantity of Energy, without the Shipper being entitled to invoke any prejudice whatsoever due to this fact.

14.3. Obligations of the Party during events of Force Majeure

Any Party wishing to evoke an event of Force Majeure must inform the other Party as soon as possible, explaining the circumstances and causes of the Case of Force Majeure.

Suspension of the obligations takes effect from the day on which the Case of Force Majeure occurs or, if notification by the Party relying on the said Case of Force Majeure is not served in good time, from the time at which the notification is given. Failure to send this notification means the defaulting Party will be liable for damages and interests that otherwise may have been avoided.

Whilst the obligations are suspended and as soon as possible, the Party that evoked the event of Force Majeure will inform the other Party of the effects that the event of Force Majeure has on the performance of its obligations under the Contract, the measures that it intends to take in order to limit these effects, the progression of these measures, the estimated timeframe for resuming normal performance of its obligations under the Contract and the estimated date on which the event of Force Majeure will terminate.

Acting as a Prudent and Reasonable Operator, the Party that evoked the event of Force Majeure must take all possible measures to minimise the effects and to resume performance of its obligations under this Contract as soon as possible.

As from the date of cessation of the Case of Force Majeure, the Shipper remains bound by its balancing obligation covered in Section 3.

14.4. Long-term force majeure

On the assumption that a Case of Force Majeure were to prevent one of the Parties from performing all or part of its obligations under the Contract for a period in excess of thirty (30) days, the Parties will meet one another in order to examine the adaptations to be made to their respective obligations under the Contract to take account of this new situation.

If the prevention is definitive, the TSO and the Shipper may then terminate the Contract and each party will thus be released from its obligations.

14.5. Effect of force majeure on term of the Contract

The suspension of one Party's obligations as the result of a Case of Force Majeure has no effect on the term of the Contract.

15 ARTICLE 15: LIABILITY

15.1. Third-party liability

Insofar as each of them is affected, the TSO and the Shipper will each bear all the financial consequences of any tort liability that they incur under ordinary law as a result of personal, material or immaterial damage caused to third parties when performing their respective obligations within the framework of the Contract.

In this respect, the TSO undertakes to guarantee the Shipper against any claims that may be made directly to the Shipper if they result from the non-performance or unsatisfactory performance by the TSO of its obligations under this Contract and if the TSO has been able to participate, in effective time, in the preparation of the defence and in the negotiations relating to these claims. Reciprocally, the Shipper undertakes to hold the TSO harmless

against any claims that may be made directly to the TSO inasmuch as they result from the non-performance or unsatisfactory performance by the Shipper of its obligations under this Contract and in which the Shipper may have been able to participate, in due time, in the preparation of the defence and in the negotiations relating to these claims.

15.2. Liability between the Parties

15.2.1. PERSONAL INJURY

Each Party will bear liability for any personal injury that it, its staff, its subcontractors, suppliers or service providers may cause either to the other Party in performing its obligations under this Contract.

15.2.2. DAMAGE TO PROPERTY AND CONSEQUENTIAL LOSSES

Each Party will bear liability for any property damage caused to facilities, installations and equipment belonging to the other Party or which this Party is responsible for, as well as any consequential losses, such as loss of profit, and more generally any damage other than personal injury and material damage suffered by the other Party, inasmuch as this results from the non-performance or unsatisfactory performance of its respective obligations under the Contract and provided that the injured Party can provide proof of the fault, the existence and cause of the damages and justify their quantification, without involving any speculative factors.

However, the liability of each Party towards the other under this Article is subject to the limits established in article 15.2.3 below; therefore, each Party waives any right to recourse against the other Party and/or its insurers for any damage exceeding said limits. In addition, each Party promises and guarantees to obtain a waiver from its own insurers regarding any recourse under the same terms and limits.

15.2.3. LIMITS OF LIABILITY

The liability of the TSO and that of the Shipper is limited cumulatively to:

- per event, to One million (1,000,000) euro;
- per calendar year, to Two million (2,000,000) euro.

These limits of liability do not apply to articles 22.2 and 22.4.

16 ARTICLE 16: INSURANCE

The Parties must, at their own expense and each accordingly, take out and maintain for the whole term of the Contract the necessary insurance policies to cover all risks that they may incur as a result of the non-performance or unsatisfactory performance of their respective obligations under the Contract.

Each Party undertakes to obtain from its insurers, in this respect, any statements or certificates issued by the insurance companies certifying that the insurance policies taken out by the Parties have limits at least equal to the contractual limits established in article 15.2.3 of the General Terms and Conditions.

17 ARTICLE 17: ADAPTATION AND REVISION OF THE CONTRACT

17.1. Modifications to the Contract resulting from new legislative or regulatory provisions or originating from an administrative authority

In the event of legislative or regulatory provisions or a decision of a competent authority or the CRE under the Energy Code, which is to be applied to the General Terms and Conditions during their execution period, these will apply as a matter of law from the effective date of entry into force and will automatically replace or adjust to these General Terms and Conditions from the date of entry into force without any compensation of any kind, provided that they have been published on the TSO's website.

If the Shipper informs the TSO in writing and demonstrates to it, within fifteen (15) days of the date of publication of the new General Terms and Conditions, that they constitute a change of direction that was unforeseeable when the Contract was entered into making its execution excessively costly and that it did not agree to assume such a risk on entering into the Contract, the Parties will meet to jointly define the adaptations that may be made to the Contract in accordance with the principle of non-discrimination between network users. If the Parties fail to reach an agreement within forty-five (45) days of the date of publication of the new general terms and conditions, the Shipper may submit the dispute to the Dispute Settlement and Sanctions Committee of the CRE or the competent courts under the Contract or may terminate the Contract, subject to fifteen (15) days' notice, in accordance with Article 22.4 of the General Terms and Conditions.

17.2. Revision of the Contract on reasonable grounds

In the case where the TSO would have to modify the Contract except for the assumptions described in point 17.1 above, in particular any restructuring or reformulation necessary at the initiative of the TSO or resulting from consultation work at the initiative of the CRE, the new General Terms and Conditions will take effect on the date of publication on the TSO public website, without compensation of any kind, provided that they have been notified in writing and made known to the Shipper at least thirty (30) days before their publication date.

If within fifteen (15) days of the publication of the new General Terms and Conditions, the Shipper informs the TSO in writing and shows that they lead to a significant imbalance between the obligations of the Parties, they will meet and make their best efforts to define together the adaptations that can be made to the Contract in accordance with the principle of non-discrimination between users of the network. In the case of agreement between the Parties these adaptations will be included in the contract by means of a supplementary agreement.

If the Parties fail to reach an agreement within forty-five (45) days of the date of publication of the new general terms and conditions, the Shipper may submit the dispute to the Dispute Settlement and Sanctions Committee of the CRE or the competent courts under the Contract or may terminate the Contract, subject to fifteen (15) days' notice, in accordance with Article 22.4 of the General Terms and Conditions.

18 ARTICLE 18: TAXES AND DUTIES

Each Party, accordingly, will bear all taxes, duties, contributions or withholdings for which they are liable under legislation in force.

The Price stipulated in the Contract is exclusive of all taxes, duties, contributions and withholdings of similar nature. The amounts owed by the Shipper under this contract will be increased by the value of any tax, contribution or withholding of similar nature owing by the Shipper under legislation in force.

19 ARTICLE 19: ADMINISTRATIVE FORMALITIES

The Shipper will deal personally, as the case may be, with all administrative and customs formalities relating to the Quantities of Energy supplied to the TSO within the framework of Contract.

20 ARTICLE 20: EXCHANGING INFORMATION AND NOTICES

In accordance with the procedures appearing in Appendix 3A, the Parties will keep one another informed promptly and at all times of any event, circumstance or information of any kind whatsoever that is likely to have a significant impact on the performance of the Contract.

Subject to the provisions set out in Appendix 3A, all notifications under the Contract should be made in writing and will be considered as having been given and received:

- i) On the same working day when they were delivered by hand
- ii) On the next working day when they were sent by fax or email
- iii) On the third working day after sending if sent by special international courier service;
or
- iv) On the fifth working day after sending if sent by registered letter with acknowledgement of receipt.

All notices must be sent to the respective representatives of the Parties, as indicated in the Special Terms and Conditions.

21 ARTICLE 21: CONFIDENTIALITY

In accordance with current regulations, the TOS agrees not to make any improper use of any commercially sensitive information of which it had knowledge in giving access to the Transmission Network or in negotiating access to the Transmission Network.

For the term of this Contract and after it has ended for any reason whatsoever, each Party undertakes to preserve confidentiality regarding all economic, commercial, industrial, financial or technical information, regardless of the nature or format thereof, which it may have received from the other Party for the preparation and performance of the Contract.

The recipient of Information may only use it for the purposes of performing the Contract and is forbidden from disclosing it to any third party (other than its agents, employees, sub-contractors or directly involved agents, advisors, statutory auditors) without prior written authorisation from the other Party. The recipient of Information undertakes to take all necessary measures to ensure its agents, employees, subcontractors, directly involved agents, advisors and statutory auditors comply with this confidentiality clause.

However, the following do not fall within the scope of the confidentiality obligation:

- a) Information which was already known by the receiving Party before the signature of this Contract; or
- b) Information that was already in the public domain at the time it was communicated or that was to fall into the public domain thereafter with no negligence on the part of the receiving Party; or
- c) Information obtained lawfully from other sources who are not bound by a confidentiality obligation towards the other Party to the Contract and who disclosed the Information concerned; or
- d) Information that must be disclosed to a third party, in particular a regulatory authority, as required by law, a court decision or a decision issued by a competent Community, French or Foreign public authority; or
- e) Information that can or should be disclosed to Industrial Consumers or Adjacent Operators involved under the Contract.

Subject to the Shipper's agreement, stipulated in the Special Terms and Conditions, the latter's contact details are published by the TSO on its Website.

22 ARTICLE 22: TERMINATION ANDT SUSPENSION

22.1. Cases for termination

Should either of the Parties fail to perform any of its obligations defined in the sub-paragraph below, under this Contract, and without prejudice to the application of other penalties provided in the Contract as a result of such failure or of the suspension of its own obligations, the other Party put the defaulting Party on notice, by letter in recorded delivery with acknowledgement of receipt, to remedy the said established breach(es). If this notice remains without effect after a period of fifteen (15) days, the Party having issued the notice may give notice of termination of the Contract, as a matter of law and without any legal formality, by registered letter with acknowledgement of receipt.

Is treated as amounting to a serious breach of this article:

- o For the TSO:
 - Breach of its obligations stipulated in Section 3 "PEG Access and Scheduling, PEG access and all operational points management".
- o For the Shipper:
 - Breach of its obligations stipulated in article 7 of the General Terms and Conditions.
 - Repeated breach of its obligations stipulated in Section 3 "PEG Access and Scheduling, PEG access and all operational points management".

22.2. Termination on grounds of Shipper's fault

The Transmission Price corresponding to the Subscribed Capacities which still have a Period of Validity to run at the time the Contract is terminated will be deposited into a bank account opened specifically for this purpose by the TSO.

During the remaining term of the Period of Validity for the Subscribed Capacities, the TSO agrees to make the Capacities Subscribed to by the Shipper available to third parties. The TSO will refund the Shipper up to one hundred per cent (100%) of the time-apportioned cumulative total of the Transmission Price corresponding to the Subscribed Capacities thus marketed and sold. The Transmission Price corresponding to any Subscribed Capacities that have not been marketed and sold, as well as the whole of the interest produced, will remain accrued to the TSO on the same date.

22.3. Termination on grounds of Transmission System Operator's fault

The Shipper is exempt from payment of the Transmission Price corresponding to the Subscribed Capacities which still have a Period of Validity to run at the time the Contract is terminated.

22.4. Termination following a revision of the Contract

In case the Contract is terminated pursuant to article 17, the sums corresponding to the cumulated Transmission Prices corresponding to the Subscribed Capacities which still have a Period of Validity to run at the time the Contract is terminated, will be deposited into a bank account opened specifically for this purpose by the TSO.

During the remaining term of the Period of Validity for the Subscribed Capacities, the TSO agrees to make the Capacities Subscribed to by the Shipper available to third parties. The TSO will refund the Shipper up to one hundred per cent (100%) of the time-apportioned cumulative total of the Transmission Price corresponding to the Subscribed Capacities thus marketed and sold. The sums corresponding to any Subscribed Capacities that have not been marketed and sold, as well as the whole of the interest produced, will remain accrued to the TSO on the same date.

22.5. Suspension

In the case of Balancing Outstanding Amounts greater than one hundred per cent (100%) for at least three (3) consecutive days, and if the quantities of Gas missing cannot be the consequence of a Force Majeure Event as mentioned in article 14 of these General Terms and Conditions, and provided that Teréga has correctly made available to the Shipper the values of the Daily Quantities taken off and delivered on the Days in question by the usual means of communication, Teréga may suspend the Contract as a matter of law without notice or compensation of any kind to be paid to the Shipper, after a formal notice sent to the Shipper to pay the amount due under article 7.2 of the General Terms and Conditions has remained without effect for a period of two (2) days from its notification.

The suspension of the contract prohibits the Shipper from subscribing to new Capacities and nominating any Quantity on Teréga's networks but does not release it from its contractual obligations and in particular that of paying any invoices that it owes. It is applied without prejudice to the exercise of the other rights open to Teréga under the Contract.

Teréga may terminate the suspension of the Contract, within five (5) working Days, once the Shipper's Balancing Outstanding Amount is once again less than one hundred per cent (100%).

23 ARTICLE 23: ASSIGNMENT

The Shipper may only transfer all or part of its rights and obligations under the Contract with the prior written agreement of the TSO. The TSO undertakes to accept this transfer, unless it has reasonable justification for refusal. If this clause is breached, the TSO will have full right to terminate the Contract, without giving notice or compensation.

If the TSO agrees to the transfer of the Contract, this will only become valid upon signature of an addendum to the Contract and to the transferee constituting the guarantees provided in article 8.1 of the General Terms and Conditions.

24 ARTICLE 24: DIVISIBILITY

If any one of the provisions of the Contract is declared fully or partially void, the validity of the other provisions of the Contract will not be affected. In this case, the Parties must where possible replace the void provision by a valid provision corresponding to the spirit and purpose of the Contract.

25 ARTICLE 25: ENTIRE AGREEMENT CLAUSE

The Contract, as defined in article 1 of the General Terms and Conditions, constitutes the entire agreement between the Parties. It supersedes any prior written or verbal contract between the Parties relating to this subject.

26 ARTICLE 26: TOLERANCE

Should one Party tolerate any failure by the other Party to perform its contractual obligations this will in no event be interpreted as a tacit waiver to the benefit of these obligations.

27 ARTICLE 27: GOVERNING LAW AND SETTLEMENT OF DISPUTES

27.1. Governing law

This Contract is governed by French law.

27.2. Settlement of disputes

If any dispute arises between the Parties regarding the interpretation or performance of the Contract, the Parties agree to meet in order to seek an amicable solution. The claimant Party will send the other Party a recorded delivery letter notifying them of the subject of its claim.

Should no agreement be reached within thirty (30) calendar days from the notification mentioned above, each Party may refer to the courts or relevant organisations stated in article 27.3 below.

27.3. Competent Courts

For all disputes relating to the Contract and in particular its validity, interpretation, performance, termination and related issues, the Parties grant exclusive jurisdiction to the Commercial Court of Paris and/or the Dispute Settlement and Sanctions Committee of the CRE (CoRDIS).

27.4. Language of the Contract

Notwithstanding any translations that might have been made, whether or not signed, the authentic language for the interpretation and performance of this Contract is French.

28 ARTICLE 28: OFFICIAL WEBSITE OF THE TSO

The TSO provides the Shipper with a secure website, called **Teréga Portal**, which allows it to:

- View the Transmission Contracts and their supplementary agreements
- View invoices (duplicates)
- View credit notes (duplicates) and slips (duplicates) billable to the TSO
- Subscribe to capacity
- Subscribe to the Transmission Balancing Service
- Submit joint declarations
- Transfer capacity in accordance with the provisions of Section 2
- View consumptions at the PIC and PITD during the day
- View the consumption of remotely-read customers connected to GrdF and Regaz networks during the day
- View the consumption forecasts of non-remotely-read customers connected to GrdF and Regaz networks the day before and during the day
- View normalised capacities at the PITD and related PS
- View the successive schedules and allocation.

Confidentiality is ensured by encrypting the data exchanged between the Shipper's web browser and GRTgaz's Internet server, relying on a certificate that can be verified by contacting the relevant international bodies.

Any request for transport capacity made by the Shipper via the Website is considered, with respect to the TSO, to have been made by duly authorised persons, i.e. with the powers to bind the Shipper financially as well as computer security rights. Consequently, the Shipper nominates to the TSO by name the natural person(s) authorised by it to make these requests.

The TSO sends to the Shipper, for each authorised person, their login credentials.

On no account may the TSO be held liable for the consequences of disclosure or use of personal passwords and identifiers to any person whomsoever, third party or not. The Shipper keeps an up-to-date list of the duly authorised persons and takes every measure to manage changes in such persons during staff movements.

The Shipper shall make all relevant provisions, especially contractual ones, with respect to any subcontractors to ensure that they respect the confidentiality of data that may come to their

knowledge in the context of the performance of the Contract and in particular through access to the TSO's Website.

The TSO makes its best efforts to ensure that Shippers have continuous access to the Website. It shall not be held liable for any delay or impediment in meeting its contractual obligations if the site is rendered inoperative by computer hacking, or due to temporary or permanent loss, suppression or prohibition of access to the Internet, for any reason whatsoever and, in particular, due to crashes or any unavailability inherent in the host server or any information system required for data transmission.

The Shipper shall take all appropriate measures to protect its computer hardware, data and software, in particular against contamination by any viruses circulating on the Internet or against their use by unauthorised third parties.

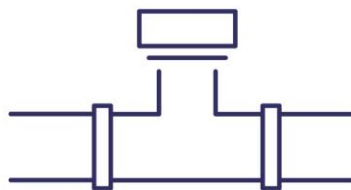
The TSO informs the Shipper that the data and functionalities accessible on its Website may change as and when the site is developed. In this context, the TSO will be able to offer new features, which may be free of charge or paid for.

Any transaction that has generated electronic notifications of acceptance by the TSO constitutes an electronic signature having the same value between the parties as a handwritten signature and constitutes proof of the transactions and their acceptance by the TSO.



NATURAL GAS TRANSMISSION CONTRACT

SECTION 1: RULES FOR SUBSCRIPTION AND ALLOCATION ON THE MAIN NETWORK (RP)



Version dated [01/03/2021]

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2 SUBJECT

The purpose of Section 1 of the Contract is to determine the terms and conditions according to which a Shipper can subscribe to and use capacities on the Teréga Regional Network, transfer them in full or transfer the rights of use only.

3 SUBSCRIPTION OF CAPACITIES

The Shipper may subscribe to Daily Entry Capacities at the Entry Points, Daily Exit Capacities at the Entry Points and Daily Exit Capacities at the Network Interconnection Points. The capacities may be subscribed to annually, quarterly, monthly, daily and within-day for the PITTE and PITTL points and annually, quarterly, monthly and daily for the PS and PITS points in accordance with the provisions of the tariff in effect.

The initial Subscribed Capacities and their validity period appear in the Special Terms and Conditions.

Possible reductions to or interruptions in Daily Capacities are without effect on the Validity End Date of any Subscribed Capacity whatsoever.

Interruptible Subscribed Capacities may be partially or totally reduced by the TSO, without the Shipper being able to claim any compensation.

4 DESCRIPTION OF THE CAPACITY OFFER ON THE REGIONAL NETWORK (RP)

The daily capacities marketed on the main network relate to entries into the transport network (PE), exits to the regional network (PS), exits to adjacent networks (PIR) and interfaces with storage facilities (PITS). They can be subscribed to for one day, one month (or several months at the PIRs and PE), one or more quarters, or one or more years.

From 1 March 2014, the capacities marketed by Teréga at the Pirineos Virtual Interconnection Point (Pirineos VIP) are subject to the rules of the CAM (*Capacity Allocation Mechanisms*) network code: the maturities of the products to be marketed are now annual, quarterly, monthly, daily and within-day. The seasonal capacities existing, and therefore already subscribed to, remain valid until their expiry in accordance with the CRE deliberation of 29 January 2014, resulting in the decision to change the tariffs for use of the natural gas transport network on 1 April 2014 (paragraph VI.B.4).

Teréga markets the capacities in the following order of priority:

- Firm technical capacities made available by Teréga.
- Capacities offered by the shippers under the article (return)
- Capacities sold back by the shippers under the article (UIOLI LT)
- Additional capacities made available by Teréga under the article (OSBB)
- Interruptible capacities

5 GENERAL RULES CONCERNING SUBSCRIPTION REQUESTS ON THE RP

RULE 1

Subscription requests are made:

- On PRISMA for the Pirineos VIP
- Automatically to the PITS according to the terms and conditions of the storage contract subscribed to
- Automatically to the PS according to the capacities subscribed to on the Regional Network Delivery Points

RULE 2

Any subscription request is binding for the Shipper.

RULE 3

Teréga undertakes to respond to subscription requests with annual, multi-annual, quarterly, multi-quarterly, monthly and multi-monthly periodicities on the Regional Network within five (5) working days.

RULE 4

For subscription requests with daily periodicity, Teréga undertakes to respond within the following periods:

- Five (5) working days after a subscription request made between the twenty-first (21) day of month M-1 and D-6
- No later than eighteen hundred hours (6:00 p.m.) on D-1 for a subscription request made between D-6 and fourteen hundred hours thirty (2:30 p.m.) on D-1.

6 SUBSCRIPTION OF CAPACITIES ON THE RP

6.1 At the Transport Transport Interface Points PITT

Teréga publishes on **Teréga Portal**:

- All marketable firm and interruptible capacities, subscribed, available and additional at the PEs and PIRs over a period of 18 rolling months
- The marketable returned capacities, the reallocated returned capacities and the available returned capacities
- The additional capacities
- As a guide, marketable firm capacities at the PE and PIR over 10 years

This publication is updated as and when required.

ENAGAS and Teréga market the capacities at the Pirineos VIP (Pirineos PITT) in a coordinated manner, in accordance with Commission Regulation No. 984/2013 of 14 October 2013 establishing a Network Code on Capacity Allocation Mechanisms (CAM NC) in Gas Transmission Systems and supplementing Regulation (EC) No. 715/2009 of the European Parliament and of the Council.

The Pirineos virtual interconnection point (VIP) is the commercial point of supply of capacities between Spain and France.

According to the CAM network code, 'virtual interconnection point' means two or more interconnection points which connect the same two adjacent entry-exit systems, integrated together for the purposes of providing a single capacity service.

Thus the capacities available at the existing physical points between Spain and France are offered at a single virtual interconnection point called Pirineos.

The capacities of the virtual interconnection point are published on the Teréga website.

6.1.1 AUCTIONS

Since March 2014, Enagás and Teréga have allocated capacities at the Pirineos VIP according to the rules set forth in the CAM network code.

The auctions are carried out for firm and interruptible products, where applicable, as well as for bundled and unbundled products. The auctions carried out by Enagás and Teréga are those listed in the CAM network code:

- Annual auctions for yearly capacity (Article 11)
- Annual auctions for quarterly capacity (Article 12)
- Auctions for monthly capacity in the following month (Article 13)
- Annual auctions for daily capacity (Article 14)
- Auctions for within-day capacity (Article 15)

All auctions will be carried out on the PRISMA booking platform:

<https://primary.prisma-capacity.eu/>

6.1.2 AUCTION ALGORITHMS

6.1.2.1 Ascending clock auction algorithm

An ascending clock auction algorithm with several rounds of bidding is applied to auctions for yearly, quarterly and next-month auctions.

The ascending auction algorithm to apply is described in Article 17 of the CAM network code.

6.1.2.2 Uniform price auction algorithm

A Uniform Price auction algorithm with a single round of bidding is applied to auctions for day-ahead and within-day capacities.

The uniform price auction algorithm to apply is described in Article 18 of the CAM network code.

6.1.3 DESCRIPTION OF CAPACITY PRODUCTS

6.1.3.1 Bundled capacity

Enagás and Teréga jointly offer the maximum possible volume of bundled capacity between Spain and France in both directions of flow. According to the CAM network code, bundled capacity means a standard capacity product offered on a firm basis which consists of corresponding entry and exit capacity at both sides of every interconnection point; In other words:

- Each standard product offered contains the same capacity volume on both sides of the virtual interconnection
- The capacities are reserved via a single allocation procedure
- The capacities are allocated to the same shipper on both sides of the virtual interconnection point (the same shipper on the PRISMA platform will be considered to be a company holding an EIC code).

Transactions on the secondary market must not generate unbundled capacities previously offered and allocated in the form of bundled capacities on the primary market.

Shippers must sign two contracts to participate in the bundled capacity auctions, one for each transmission system operator (TSO).

A. SINGLE NOTIFICATION

In accordance with the CAM code, a single notification process is proposed to Shippers who have contracts for the Teréga and Enagás transmission networks. This operational process is described in Appendix 3A.

B. BUNDLING OF CAPACITIES ON THE PRISMA PLATFORM

Before any auction begins and at the conclusion of a coordinated effort to define the maximum possible volume of bundled capacities, Enagás and Teréga will individually load the capacity to be auctioned into PRISMA. PRISMA will then automatically proceed to auction off the bundled capacity, taking into account the lesser value (lowest common volume) of the capacities sent by each TSO. Each TSO will determine if the gap between the capacities (difference between the values loaded in PRISMA and the lesser value) could be offered as unbundled capacity.

6.1.3.2 Unbundled capacity

The auctioning of bundled and unbundled capacity of the same standard capacity product capabilities will be carried out simultaneously on PRISMA.

If there is a discrepancy between firm capacities (i.e. when more firm capacities are available on one side of an interconnection point than on the other for a given period), the corresponding capacities can be offered as unbundled products in accordance with the auction schedule and in respect of the following rules:

- Where there is an existing unbundled transport contract at the other side of the interconnection point, capacity may be offered on an unbundled basis not exceeding the amount and duration of the existing transport contract at the other side
- Any additional capacity that does not fall under item (a) may be offered for a maximum period of one year

In theory, unaligned firm capacities on the French side and on the Spanish side will be offered for a single gas year.

If, on one side of the virtual interconnection point, the available capacities are firm and on the other side of the virtual interconnection point, the available capacities are interruptible, the capacities will be offered unbundled.

If there are interruptible products on both sides of the border, they will be offered unbundled, as the terms of interruption differ in principle on each side of the interconnection point.

6.1.3.3 Products

A. STANDARD CAPACITY PRODUCTS

The standard capacity products offered by Enagás and Teréga are those referred to in article 9 of the CAM network code.

The following standard capacity products have been available since November 2015:

- Yearly standard capacity products
- Quarterly standard capacity products
- Monthly standard capacity products
- Daily standard capacity products
- Within-day standard capacity products

B. FIRM PRODUCTS

Unless otherwise stated, all products shall be firm.

C. INTERRUPTIBLE PRODUCTS

Interruptible products are offered unbundled on both sides of the border, as the terms of interruption, in principle, differ on each side of the Pirineos interconnection point.

After the closure of the auction of the corresponding unbundled and bundled firm products, each TSO decides whether to offer the interruptible products concerned in the second auction. Interruptible capacity is offered by Teréga via unbundled products:

- daily products by auction on PRISMA
- within-day products by over-nomination

The default rule is to offer interruptible products for a gas day D only if at least 98% of all the firm technical capacity has already been allocated and there is no maintenance on D.

This interruptible capacity offer and the terms of interruption are specific to Teréga and only pertain to exits from the Teréga zone.

In addition to the circumstances referred to in articles 10, 12, 13 and 14 of the General Terms, the interruptible capacity contracted at the Pirineos VIP may be interrupted under the conditions described below.

➤ **Interruption conditions**

Interruption conditions are determined by the distance from the Operational Limits of the Network. Thus, in accordance with the deliberations of the Energy Regulation Commission on 26 October 2017 and 24 July 2018 on the creation of a single gas zone in France, in the event of reaching an Operational Limit of the Network and in the case of application of the mechanisms for managing this limit on the side including the Pirineos VIP, Teréga may, at any time (from D-1 14:00) interrupt the subscribed interruptible capacities or the UBI capacities on its Transport Transport Interconnection Point (PITT), the day before for the following day and during the day itself.

➤ **Notice of interruption**

Teréga applies articles 24 (1) and 24 (2) of the CAM network code. The order in which the interruptions are performed is determined based on the contractual timestamp of the interruptible capacities allocated. In case of an interruption, capacity allocated at an earlier stage prevails over capacity allocated at a later stage.

If, after applying the above procedure, two or more nominations are ranked at the same position within the interruption order and the TSO does not need to interrupt all of them, a pro rata reduction of these specific nominations shall apply.

In accordance with article 22(2) of the CAM network code, Teréga applies the rule of the minimum period required by default for interruptions, for a given period, which is 45 minutes after the opening of the nomination cycle for that gas hour.

6.1.4 UNITS AND TERMS OF REFERENCE

In accordance with Regulation No. 703/2015 (INT & DE NC) pertaining to the parameters of pressure, temperature, volume, gross calorific value, energy and Wobbe index, Teréga uses the following units:

Valeur	Unité	Commentaire
Pression	bar	Pour la pression, les gestionnaires de réseau de transport indiquent s'il s'agit de la pression absolue [bar (a)] ou de la pression relative [bar (r)].
Volume	m ³	Les conditions physiques de référence pour le volume sont : 0°C et 1,01325 bar (a).
Température	°C (degrés Celsius)	
Pouvoir Calorifique Supérieur (PCS)	kWh/m ³	Pour le PCS, l'énergie et l'indice de Wobbe, la température de combustion de référence par défaut est 25°C.
indice de Wobbe	kWh/m ³ (sur la base du PCS)	
Energie	kWh (sur la base du PCS)	

These units and physical terms of reference are used for all processes associated with this document.

Capacity will be offered on PRISMA in kWh/h at 25°C. However, the contracts will be signed in kWh/day at 0°C with Teréga.

In light of this difference, conversion factors are used to load the capacity to be offered on PRISMA; in this case, capacity in kWh/day at 0°C and capacity in MWh/d at 0°C are converted into capacity in kWh/h at 25°C using the following formulas:

$$\text{INT [kWh/d (0°C) *1000/1.0026/24]} = \text{kWh/h (25°C)}$$

In addition, conversion factors are used to download the capacity allocated at auction from PRISMA; in this case, capacity in kWh/h at 25°C is

converted to capacity in kWh/day at 0°C and to capacity in MWh/d at 0°C using the following formulas:

$$\text{INT [kWh/h (25°C) /1000*1.0026*24]} = \text{kWh/d (0°C)}$$

6.1.5 REQUIREMENTS TO PARTICIPATE IN AUCTIONS

To be able to participate in an auction, eligible shippers and customers authorised in France ("Shippers") must be registered on the PRISMA booking platform.

This section sets out the conditions that shippers must meet in order to register properly on PRISMA with Teréga.

In order to participate in auctions, shippers must be registered as authorised shippers in the French system. The conditions and the procedure for obtaining authorisation are described in detail by the DGEC at the following link:

<https://www.ecologie.gouv.fr/sites/default/files/Liste%20des%20founitsseurs%20autoris%C3%A9s%20-%20mai%202018.pdf>

Shippers must then sign the Transport Contract in advance with Teréga to be able to participate in auctions.

The capacity allocated to a shipper on the PRISMA booking platform will be automatically inserted into the Transport Contract ('Capacity Sheet'); this allocation will then have binding force for Shippers and there will be no need to sign additional documents.

As soon as the Shipper is notified of the allocation of capacity, it will be informed of the financial guarantees associated with the contractual capacity that it must set up in favour of Teréga. These financial guarantees are described in detail in article 8 ('Guarantee') of the General Terms and Conditions of the Transport Contract, available on the Teréga website.

No financial guarantee is required to participate in the auctions.

6.1.5.1 Single shipper

A single Shipper, identified by a unique and specific EIC code, which must be the same on both sides of the virtual interconnection point, may participate in an auction for a bundled product. This means that sales to affiliated companies are only possible through the PRISMA secondary market.

6.1.5.2 Financial guarantees to participate in auctions

Unless otherwise stipulated in national regulations, no additional financial guarantees should be required to participate in the auctions.

6.1.6 CAPACITY OFFERED

6.1.6.1 Existing contracts

The capacity allocated (contracted and signed) – historical contracts – by Teréga before the implementation of the CAM network code between France and Spain are honoured in their

entirety and taken into account in the future, in accordance with the provisions of the existing contracts.

6.1.6.2 Additional capacity referred to in Appendix I of Regulation No. 15/2009

Additional capacity made available in application of the congestion management procedures included in the Commission Decision of 24 August 2012, amending Appendix I to Regulation No. 715/2009 (CMP Guidance) will be reallocated.

6.1.6.3 Calculation of capacity and maximisation

Enagás and Teréga have drafted a technical note to comply with the provisions of article 6 of the CAM network code. The purpose of the present document is to provide information about the shared method established and applied by Teréga and Enagás about optimising firm technical capacity to maximise the supply of bundled capacity at the Pirineos virtual interconnection point.

The document is available on the Teréga website:

<https://www.portail.terega.fr/star-app/edito/expediteurs-pourquoi-loptimisation-de-lacapacite-technique>

To calculate capacities at the Pirineos virtual interconnection point, the existing technical capacity at the two physical interconnection points between Spain and France are aggregated.

The capacities considered by each TSO correspond to the result of the following calculation:

Capacity offered = technical capacity - reserved capacity + additional capacity, where applicable.

6.1.6.4 Allocation of capacity

According to article 8(6) of the CAM network code, at each interconnection point, an amount at least equal to 20% of the technical capacity is set aside, provided that the available capacity, at the time the CAM network code enters into force, is equal to or greater than the proportion of technical capacity to be set aside if the available capacity, at the time the CAM network code enters into force, is less than the proportion of technical capacity to be set aside, the whole of any available capacity shall be set aside.

In general, at the Franco-Spanish virtual interconnection point, for all capacity set aside:

- 10% of technical capacity must be offered as quarterly products at the annual auction for quarterly capacity during the gas year preceding the start of the gas year concerned;
- If capacity is still available, an additional amount equal to 10% of the technical capacity must be offered no earlier than at the annual auction for yearly products in the fifth gas year preceding the start of the gas year concerned
- If capacity is still available, it shall be offered in the form of yearly products through year N + 15 at the annual auction for yearly capacity.

6.1.7 CALENDAR

The auction calendar is published by ENTSOE in January of each calendar year for auctions taking place during the period from March to February of the following calendar year.

It will comprise all the relevant dates and times for the auctions, including their start dates and the standard capacity products to which they apply.

The auction calendar is available on the PRISMA website:

<https://platform.prisma-capacity.eu/#/auctions>

6.1.8 PRICE

Participants who acquire capacity through the auctions pay the TPA tariff in force in France, plus the auction premium, based on the allocated capacity.

6.1.8.1 Regulated prices

TPA tariffs for all products are those established by the French regulatory authority (CRE) in force at the time the capacity is used.

6.1.8.2 Price steps

According to the CAM network code, two different price steps are defined: one is called 'large price step' (LPS) and the other is called a 'small price step' (SPS: Small Price Step).

Price increases are the same on both sides of the border.

An increase in the amount of the large price step currently in force is equal to 1% of the corresponding regulated tariff and the small price step is equal to 1/5 of the large price step.

However, by mutual agreement between Enagás and Teréga, the TSOs can notify national regulatory authorities of planned price increases, no later than one month before the start of the auction concerned. The national regulatory authorities then have a period of one week to object to the TSO proposals if they deem it necessary.

6.1.8.3 Revenues from sale proceeds: payment of auction premiums

In accordance with article 26 of the CAM network code, if, at the closure of an auction, a premium in excess of the TPA access tariff must be paid by capacity holders, 50% of this premium shall be disbursed to each national system.

As a result, the TSOs in each country invoice users at the regulated tariffs for third-party access (TPA) in force in the country, plus 50% of the premium resulting from the auction compared to the TPA prices, corresponding to each national system.

6.1.8.4 Conversion of tariff units for PRISMA

Teréga inserts the tariff applicable for each auction held on the PRISMA platform. Because PRISMA uses another unit of reference for the capacity tariffs than those defined by the CRE, and provided the current situation does not change, TIGF uses the following tariff conversion factors:

The conversion formulas for the entry and exit tariffs are as follows:

- **Regulated tariff for yearly products:**

ROUNDED UP TO THE NEXT NUMBER $([cEUR/(kWh/day)/month \text{ (at } 0^{\circ}C)] * 12 * 1.0026 * 24; 3) = cEUR/kWh/h/year \text{ (at } 25^{\circ}C)$

- **Regulated tariff for quarterly products:**

ROUNDED UP TO THE NEXT NUMBER $(\text{monthly multiplication factor} * [cEUR/(kWh/day)/month \text{ (at } 0^{\circ}C)] * 3 * 1.0026 * 24; 3) = cEUR/kWh/h/quarter \text{ (at } 25^{\circ}C)$

- **Regulated tariff for monthly products:**

ROUNDED UP TO THE NEXT NUMBER $(\text{monthly multiplication factor} * [cEUR/(kWh/day)/month \text{ (at } 0^{\circ}C)] * 3 * 1.0026 * 24; 3) = cEUR/kWh/h/month \text{ (at } 25^{\circ}C)$

- **Regulated tariff for daily products:**

ROUNDED UP TO THE NEXT NUMBER $(\text{daily multiplication factor} * [cEUR/(kWh/day)/month \text{ (at } 0^{\circ}C)] * 3 * 1.0026 * 24; 3) = cEUR/kWh/h/month \text{ (at } 25^{\circ}C)$

- **Regulated tariff for within-day products:**

ROUNDED UP TO THE NEXT NUMBER $(\text{within-day multiplication factor} * [cEUR/(kWh/day)/month \text{ (at } 0^{\circ}C)] * 3 * 1.0026 * 24; 3) = cEUR/kWh/h/month \text{ (at } 25^{\circ}C)$

6.2 At the storage interface points (PITS)

RULE 1

A Shipper can benefit from these capacities: multi-annual, annual and monthly, according to the terms below.

RULE 2

Teréga allocates the annual capacity at the PITSE (PITSL respectively) equating to the nominal daily draw-off (injection respectively) capacity of the Storage Contract held by the Shipper. These capacities are changed each time the Storage Contract is changed.

6.3 At the exit points (PS)

The pricing rules for the use of the Teréga network state that:

- Each exit zone from the Teréga main network is defined by all the delivery points connected to it.

- For each Shipper and in each exit zone, the subscription to an exit capacity from the Main Network must be higher than or equal to the sum of the annual subscriptions to delivery capacities in this exit zone.

Consequently:

RULE 1

Teréga automatically allocates to each Shipper a capacity at the Exit Point (PS) equal to the sum of the subscriptions taken out by the Shipper or transferred to the Shipper for any duration at the Delivery Points (PL) attached to this PS. These capacities are changed every time the capacity subscription on the PLs concerned is changed.

RULE 2

For a transfer of capacity of right to use of a PIC on the Regional Network, the capacity at the PS corresponding to the PIC concerned is transferred according to the procedure stipulated in [Section 2](#).

7 SECONDARY CAPACITY MARKET TO THE PIRINEOS VIP

Teréga offers Shippers who have signed a Transport Contract with Teréga the option of buying or selling multi-annual, annual, multi-seasonal, seasonal, quarterly, monthly and daily capacities at the PITTEs and PITTLs on the secondary market of the PRISMA auction platform.

The Shipper may transfer the subscribed capacities to another Shipper holding a current Transport Contract in accordance with the following conditions:

A. Right to use

For Right-to-use Transfers, the transactions are concluded unilaterally but on informing the other party.

B. Complete transfer

For Complete Transfers, the transactions are concluded on a bilateral basis (negotiated) before the expiry date.

The capacities that can be transferred are the Entry or Exit, Firm or Interruptible capacities at the Pirineos VIP (PITTE and/or PITTL).

Primary holders will be able to sell all or part of the capacity volume for the full or partial duration of the period, provided the partial duration resulting from trading on the secondary market corresponds to a standard capacity product as defined in article 9 of the CAM network code: yearly, quarterly, monthly or daily.

The firm character of the allocated capacity remains unchanged after the sale, regardless of the period of sale.

In accordance with Regulation 715/2009, there may be two types of secondary trading:

- Complete transfer: full transfer of the contract, including all corresponding rights and obligations of payment;
- Transfer of right to use: transfer of use only (rights of nomination)

Complete transfer		Transfer of right of use
Bundled	Unbundled	Unbundled
	Seasonal	1 or several days (in a month)
Yearly	Yearly	1 month
Quarterly	Quarterly	Several months < 1 year □ from (01/10/N to 30/09/N+1)
Monthly	Monthly	
<i>The duration of the exchange and the capacity can be equal to or less than the period of the selected frequency provided there is a whole number of months.</i>	<i>The duration of the exchange and the capacity can be equal to or less than the period of the selected frequency provided there is a whole number of months.</i>	<i>The notion of 'frequency' is not used.</i>

The transferor and the transferee must carry out the sale/purchase on the PRISMA secondary market no later than:

Bundled	No later than ten (10) business days before the initial day of the capacity period.
Unbundled	Up to 1:00 p.m. on D-1 business day for an exchange relating to a single day D.
	Up to 1:00 p.m. on D-business day for an exchange relating to any other period starting on day D of month M.

The foregoing enables the TSO to validate and record the transaction in its system. The secondary market can be accessed in PRISMA via the 'Secondary Trading' menu.

7.1 Terms and Conditions of Transfer

7.1.1 COMPLETE TRANSFER

When the transfer relates to annual, seasonal, quarterly or monthly subscriptions in full or partially via a number of full calendar months, the transfer is said to be complete: the TSO transfers the rights and obligations for the Subscribed Capacities to the acquiring Shipper, including payment of the Price. As such, the acquiring Shipper must confirm the transfer request carried out by the transferring Shipper.

7.1.2 TRANSFER OF RIGHT TO USE

A transfer is said to be for the right to use when the transfer of capacity from the transferring Shipper to the transferee Shipper does not involve transfer of payment of the Price. Transfers of the right to use relate to all periodicities and all durations, excluding the cases of complete annual transfer (annual capacity transferred for the exact duration of one year).

Transfers of the right to use can therefore relate to capacities which are:

- Annual, for one or more full months or consecutive days and for a period of less than one year
- Seasonal, for an exact duration of one or more seasons or one or more complete months or consecutive days
- Quarterly, for an exact duration of one or more quarters or one or more complete months or consecutive days
- Monthly, for a duration of one or more complete months or consecutive days
- Daily, for a duration of one or more consecutive days.

7.2 Common Terms and Conditions

The TSO undertakes to respond to the capacity transfer request within three (3) working days following reception of the PRISMA request.

7.3 Deadline for carrying out an exchange of capacity on the Teréga network

Up to 1:00 p.m. on D-1 business day for an exchange relating to a single day D.

Up to 1:00 p.m. on D-3 day for an exchange relating to any other period starting on day D of

		Périodicité de la capacité cédée				
		Annuelle	Saisonnière	Trimestrielle	Mensuelle	Quotidienne
Durée de la période de cession	1 année	Cession Complète	NA	NA	NA	NA
	Plusieurs mois consécutifs < 1 année	Cession Complète/Droit d'usage	NA	NA	NA	NA
	1 saison ou plusieurs mois consécutifs < 1 saison	NA	Cession Complète/Droit d'usage	NA	NA	NA
	1 trimestre ou plusieurs mois consécutifs < 1 trimestre	NA	NA	Cession Complète/Droit d'usage	NA	NA
	1 mois	Cession Complète/Droit d'usage	Cession Complète/Droit d'usage	Cession complète/Droit d'usage	Cession Complète/Droit d'usage	NA
	1 ou plusieurs jours consécutifs < 1 année	Droit d'usage	Droit d'usage	Droit d'usage	Droit d'usage	Droit d'usage

month M.

A diagram summarising the types of transfer possible by product is shown below:

8 USE-IT-AND-BUY-IT (UBI) AT PIRINEOS VIP

RULE 1

The "Use-It-and-Buy-It" (UBI) offer allows a Shipper to request additional capacities over and above their subscriptions (firm and interruptible). These capacities may be allocated to them (wholly or partially) if another Shipper is not using all their capacities for a given day. The UBI offer is available when at least 98% of the total firm capacity available (including capacity reduction period) has been subscribed to.

The Shipper requests this UBI capacity through nominations, by nominating beyond their entitlements: the difference between the notification and the subscribed capacity is considered as the UBI request.

RULE 2

The following items are affected by the UBI offer:

- Entry Points Pirineos
- Exit Points Pirineos

The UBI offer is only proposed in the physical (or forward) direction of flow. The UBI service does not exist for the reverse direction.

The physical direction is determined by the algebraic sum of notifications carried out at these points (entry notifications being positive and exit ones negative).

RULE 3

In the case where the UBI offer is proposed, the capacities booked by a Shipper and not notified may be allocated by Teréga to other Shippers under the UBI request.

RULE 4

In the case where the capacities requested under UBI cannot be completely served, the capacities are allocated on a pro rate basis according to the requests received.

RULE 5

The Shipper holding the original capacity maintains the right to carry out re-notifications, which take precedence over the newly allocated capacity. Consequently, capacities allocated by UBI are interruptible.

RULE 6

After the start of a Gas Day, the quantity allocated to a Shipper under UBI during preparation of the daily schedules is acquired at 1/24th of the overall UBI quantity multiplied by the number of hour(s) between the start of the GD and the final hour of the scheduling cycle in progress.

As a result, the Shipper who has obtained a capacity under UBI in its daily schedule is subject to the rules of notification of revision of lower limit as described in Appendix 3A.

The Shipper who holds the original capacity can only take up its subscribed capacity up to the capacity corresponding to the number of hours remaining of the Gas Day in progress, i.e. 1/24th of its daily capacity multiplied by the number of hours between the final hour of the cycle in progress and the end of the GD. It is subject to the rules of notification of revision of upper limit as described in Appendix 3A.

9 OPERATION IN THE EVENT OF REACHING THE NETWORK OPERATIONAL LIMIT(S)

In accordance with the deliberations of the Energy Regulation Commission on 24 July on the creation of a single gas zone in France, and from the Deliberation from the CRE of the 29th of May 2019, Teréga has various mechanisms available in the event of reaching the Network Operational Limit:

- Interruption of interruptible capacities and UBI capacities.

In the case of reaching a Network Operational Limit, Teréga may, at any time – from D-1 14:00 - interrupt the subscribed interruptible capacities or the UBI capacities on one or more Network Interconnection Points (PIR), the day before for the following day and during the day itself.

- No marketing of interruptible capacities

In the case of medium-term risk on transport continuity identified during monitoring of southern storage and flow commitment, marketing of the interruptible capacities downstream of the congestion will be temporarily interrupted. The interruptible capacities downstream of the congestion fronts will not be marketed 4 weeks before the risk of detected deficit. In the case where the risk of detected deficit disappears, the marketing of interruptible capacities may resume.

- Interruption of injection capacities at PITS beyond nominal injection rates

In the case of reaching a Network Operational Limit for a D-Day, characterized by a red alert, injection capacities at PITS must be interrupted for the part which overpasses nominal injection rates as defined in the CRE Deliberation of the 12th of December 2019.

- No marketing of non-subscribed interruptible capacities

In the case of reaching a Network Operational Limit, Teréga may, at any time, from D-1 14:00 - interrupt the marketing of the non-subscribed capacities on one or more Network Interconnection Points (PIR), the day before for the following day and during the day itself.

- Locational Spread
- Pooled Restriction

If an Operational Limit of the Network is reached, if the Targeted Spread mechanism is considered to be unsuccessful and Teréga is unable to guarantee gas transport, as a last resort Teréga will apply the Pooled Restriction mechanism.

Teréga will inform the market of this.

The Shipper may not in any case claim any compensation whatsoever from Teréga or its insurers for the possible consequences of implementation of a Pooled Restriction.

10 MODIFICATION OF SUBSCRIBED CAPACITIES

Subject to articles 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7 below, the Shipper may not claim any decrease or increase in a Subscribed Capacity before its Validity End Date.

10.1 Modification due to a change in the Main Network Points

In case of modification to one or more Entry Points, Network Interconnection Points or Exit Points following a change in price plan for using the Transmission Network, the TSO notifies Shipper of the change in the price for using the Transmission Network by and proposes modifying the Subscribed Capacities at the points in question, as soon as the corresponding price proposal has been made public by the relevant authority.

The Parties then make their best efforts to adapt the Subscribed Capacities equally to the points concerned by this change in price plan for using the Transmission Network.

Failing agreement, the disagreement will be submitted for assessment by the Energy Regulation Commission (CRE).

Pending the Parties finding an agreement or a decision from the Energy Regulation Commission, the proposal to modify the Subscribed Capacities made by the TSO applies.

10.2 Subscribed capacities at PITSE and PITSL

In the case of reduction of capacities due to maintenance at the interface, and in accordance with the CRE deliberation of 22 May 2014 "resulting in a decision on the terms and conditions of the marketplace common to the GRTgaz and Teréga zones on 1st April 2015" and when the flow is from GRTgaz to Teréga, the capacity limitations are then transferred downstream to the Teréga zone (Pirineos PITT and Lussagnet PITS).

In line with this decision, the subscribed capacities at the PITS are Firm Climatic Type.

The Firm Climatic capacities at the PITSE and PITSL allocated to the Shipper by the GRT are equal, respectively, to:

- the daily nominal draw-off capacity
- and the daily nominal injection capacity

subscribed to by this shipper with the storage operator, within the limits of the capacities of the Transport Network.

In compliance with the Capacity Subscription and Allocation Rules in effect, each Daily Entry Capacity and Daily Exit Capacity at a Transport Storage Interface Point stipulated in the Special Terms and Conditions may be modified by the TSO according to the information transmitted by the storage operator.

10.3 ~~Substitution of a firm daily capacity with an interruptible daily capacity at the PITTE and PITTL~~

~~In the case of availability of all or part of a Firm Daily Capacity at the PITTE and PITTL, it automatically replaces all or part of the respective Subscribed Interruptible Capacity.~~

10.4 Procedure for return of capacity for a period of one or more months

In accordance with the Commission Decision of 24 August 2012 amending Annex I of Regulation (EC) No. 715/2009 of the European Parliament and of the Council on conditions for access to natural gas transmission systems, Teréga makes a mechanism available to its shippers for return of the subscribed capacity at the Pirineos VIP interconnection point.

The rules governing this device are set out in the document that can be downloaded from the Teréga website.

To make a request for return, follow the instructions on the Customer Portal:

<https://portail.terega.fr/star-app/edito/les-offres-de-terega-pour-la-gestion-de-la-congestion>

As long as this capacity is not allocated, the Shipper retains all of its rights and obligations under the Contract.

10.5 Long-Term Use-it-or-lose-it (LT UIOLI)

In accordance with the Commission Decision of 24 August 2012 amending Appendix I of Regulation (EC) No. 715/2009 of the European Parliament and of the Council on conditions for access to natural gas transmission systems, Teréga may implement a long-term UIOLI procedure, the purpose of which is to make available to shippers the capacities subscribed and not used by one or more shippers at the Network Interconnection Points.

The Long-Term UIOLI procedure can be implemented if the following conditions are met:

- For two successive periods of six (6) consecutive Months, starting on the first (1st) of October or the first (1st) of April, the Scheduled Daily Quantities for the Shipper in removal, respectively delivery, at a Network Interconnection Point, are, on average, less than eighty per cent (80%) of the Daily Entry Capacity, respectively Exit, subscribed by the Shipper at said Network Interconnection Point for a period greater than or equal to one year and which has not been assigned to another shipper in application of the Contract or a return in application of Article 3.1.4 above.
- Teréga has not been able to satisfy at least one duly justified request from another Shipper for an annual subscription of Daily Entry Capacity, respectively Exit, at the said Network Interconnection Point.

When Teréga receives a request from a Shipper in the conditions referred to in paragraph 2 above, it investigates, in accordance with the provisions of paragraph 1 above, whether one or more shippers are likely to return the Daily Entry Capacity, respectively Exit, at the said Network Interconnection Point. Teréga informs the Energy Regulation Commission (CRE) of this situation.

If the Shipper is affected by the implementation of the Long-Term UIOLI procedure, Teréga notifies the Shipper in question of a maximum surrender request corresponding to all or part of the Daily Entry or Exit Capacity at the Network Interconnection Point subscribed to by the Shipper.

The Shipper, if affected by the implementation of the Long-Term UIOLI procedure, undertakes to provide, if necessary, a justification for the under-use of its subscribed capacities within ten (10) Working Days from the notification by Teréga of the maximum surrender request. Teréga then transmits these justifications to the Energy Regulation Commission.

In the case where the Energy Regulation Commission decides on the implementation by the Shipper of the Long-Term UIOLI procedure, Teréga then notifies the Shipper of a definitive request for surrender on the basis of the CRE's decision.

The capacity share that has been the subject of a definitive surrender request and has been allocated to the Shippers participating in the marketing in effect concerning Firm Capacities at the respective Network Interconnection Point is considered to be a Returned Capacity.

The Shipper assigns all the rights and obligations relating to the Returned Capacity, except the obligation to pay the price differential, if it is positive, between the amount owed by the Shipper for this Returned Capacity if the surrender had not taken place and the amount owed by the shippers for this Returned Capacity. If necessary, Teréga informs the Shipper of the quantities of Returned Capacities five (5) Working Days from the end of the respective marketing period.

As long as the capacity is not allocated, the Shipper retains its rights and obligations under the Contract.

10.6 Over-subscription and buy-back mechanism

In accordance with the Commission Decision of 24 August 2012 amending Appendix I of Regulation (EC) No. 715/2009 of the European Parliament and of the Council on conditions for access to natural gas transmission networks, the Deliberations of the Energy Regulation Commission of 27 June 2013 and 26 October 2017 on the implementation of Appendix I of Regulation (EC) No. 715/2009 on procedures for congestion management at the interconnection point between France and Spain, Teréga provides its shippers with an over-subscription and buy-back mechanism at the Pirineos VIP interconnection point.

According to the methodology established jointly by Teréga and ENAGAS, Teréga offers additional firm bundled capacity beyond the technical capacity to the Pirineos VIP.

This additional capacity is only allocated if all other capacities, including capacities resulting from the application of other congestion management procedures, have been previously allocated.

The methodology of this mechanism is detailed in the note available on the **Customer Portal**:

<https://portail.terega.fr/star-app/edito/les-offres-de-terega-pour-la-gestion-de-la-congestion>

10.7 Offer to substitute bundled capacities with unbundled capacities

In accordance with the Deliberation of the Energy Regulation Commission of 2 February 2017, resulting in the decision on the creation of a Virtual Interconnection Point (PIV) between France and Belgium and the introduction of an offer of substitution of bundled capacity with unbundled capacity, Teréga makes available to its shippers an offer of substitution of the bundled capacities with unbundled capacities to the Pirineos VIP.

The substitution service allows Shippers who have unbundled Daily Capacity on the French side on a Network Interconnection Point and cannot subscribe to an equivalent level or type of unbundled capacity on the other side of that same Network Interconnection Point, to

participate in PRISMA auctions for the sale of bundled Daily Capacity at the same Network Interconnection Point and then to use the substitution service.

Through the application of this service, the Shipper's unbundled Daily Capacity at the time of the substitution request replaces the newly acquired capacity and constitutes a capacity that is identical in all respects to it. The Shipper retains its rights and obligations over the previously reserved capacity. The rights and obligations of the Shipper are then extinguished on the French side of the newly acquired bundled capacity that Teréga may make available to the market.

In case of application of the substitution service during an auction closing with a premium, the auction premium is billed to the relevant Shipper. The Shipper can benefit from this service if it meets the following two cumulative conditions:

- It has unbundled Daily Capacity subscribed to on the Pirineos VIP Network Interconnection Point in the Entry or Exit direction.
- It acquires a bundled Daily Capacity on the same Network Interconnection Point with a periodicity (annual, quarterly or monthly) identical to the unbundled Daily Capacity referred to above.

The request for substitution must be made by a person duly authorised for this purpose. It must state at least:

- The Network Interconnection Point concerned
- The period of application
- The quantity of capacity that it wishes to replace

The request must be made via the application form provided for this purpose. The substitution takes place over the entire period of the newly acquired bundled Daily Capacity. The quantity of Daily Capacity to be substituted must be less than or equal to the amount of unbundled Daily Capacity already subscribed at the time of the substitution request.

Teréga confirms the substitution by sending a reply email at the request of the Shipper.

The substitution is considered to have been made when the reply e-mail is sent. The substitution service is free

To make a substitution request, **follow the instructions on the Customer Portal:**

<https://portail.terega.fr/star-app/edito/les-offres-de-terega-pour-la-gestion-de-la-congestion>

11 SUBSCRIPTION OF ADDITIONAL CAPACITIES

The Shipper may subscribe to additional capacities, in addition to a capacity in effect or to extend its duration, according to the same terms as for the capacities described in article 2.

Requests for additional capacities from the Shipper and the responses from the TSO are made via the TSO's website, and in the event that this is unavailable, by e-mail or fax.

In case of acceptance of a request from the Shipper to subscribe for additional capacities, by the TSO, made via its Website, this will amount to a supplementary agreement to the Contract only for those stipulations relating to Subscribed Capacities.

In case of unavailability of the TSO Website, the requests for additional capacities are made by email and, if accepted by the TSO, confirmed by email. Requests are registered by the

TSO on the website when it becomes available again and are considered to be a supplementary agreement.

12 PRICE

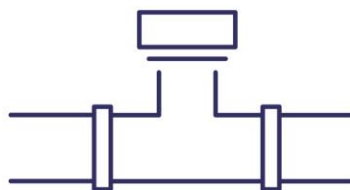
The price references related to the Main Network are mentioned in points 2.1, 3.1, 4.1.1 and 4.3 of Appendix A "Price Schedule".



NATURAL GAS TRANSMISSION CONTRACT

SECTION 2: RULES FOR SUBSCRIPTION AND ALLOCATION ON THE REGIONAL NETWORK

(RR)



Version dated [01/03/2021]

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2 SUBJECT

The purpose of Section 2 of the Contract is to determine the terms and conditions according to which a Shipper can subscribe to and use capacities on the Teréga Regional Network.

3 DESCRIPTION OF THE CAPACITY OFFER ON THE REGIONAL NETWORK

The daily capacities marketed on the regional network relate to deliveries to consumers (PIC) and deliveries to distribution networks (PITD). They may be subscribed to for a day, a month or for one or more years.

With regard to delivery to a consumer, any subscription to a daily capacity gives entitlement to an hourly reference capacity equal to one twentieth of the daily capacity. The Shipper may, if they wish, subscribe to an additional hourly capacity.

4 CAPACITY EXCEEDED ALERT SERVICE

Teréga offers its customers (transmission and connection) a capacity exceeded alert service. This mechanism, which allows end consumer customers to receive a timely alert of exceeding their subscribed capacities, involves informing them of the level of subscription associated with their consumption point. Unless opposed by return email (backoffice@terega.fr) or by letter, communication of this information is considered to be acquired for all delivery points.

5 SUBSCRIPTION OF CAPACITY

5.1 In the PIC

The Shipper may subscribe to Daily Delivery Capacities at each Delivery Point and Hourly Delivery Capacities at each PIC.

The initial Subscribed Capacities and their validity period appear in the Special Terms and Conditions.

Possible reductions to or interruptions in Daily Capacities or Hourly Capacities are without effect on the Validity End Date of any Subscribed Capacity whatsoever.

The Interruptible Daily Delivery Capacity is equivalent, on Day D, to the sum of the Interruptible Daily Delivery Capacities at the Delivery Point in question, whose Validity Period includes Day D. It may be partially or totally reduced by the TSO, without the Shipper or the End Consumer concerned or its representative or the Distribution System Operator concerned being able to claim any compensation.

5.2 At the PITD

The Firm Delivery Capacity at the Transmission and Distribution Interface Points (PITD) are automatically allocated by Teréga. These capacities are calculated by Teréga based on the

data transmitted by the DNO. The method for calculating the normalised delivery capacities is made public.

Every day at each Transmission and Distribution Interface Point, Teréga automatically allocates the Firm Daily Delivery Capacity, which is allocated annually, monthly or daily by the Distribution Network Operator to the Shipper depending on the information sent by the DNO located downstream of this point and the Joint Declaration(s) to the PITD entered by the Shipper on [Teréga Portal](#).

The system of normalised subscription of delivery capacities at the Transmission and Distribution Interface Points is described in a procedure established by the Gas Working Group 2007 (System of normalised subscriptions of transmission capacities to the PITD –

GT2 “Profiling Monitoring and Transport Management Committee”) available on the site www.gtg2007.com.

Possible reductions to or interruptions in Daily Capacities or Hourly Capacities are without effect on the Validity End Date of any Subscribed Capacity whatsoever.

The Interruptible Daily Delivery Capacity is equivalent, on Day D, to the sum of the Interruptible Daily Delivery Capacities at the Delivery Point in question, whose Validity Period includes Day D. It may be partially or totally reduced by the TSO, without the Shipper or the End Consumer concerned or its representative or the Distribution System Operator concerned being able to claim any compensation.

5.3 General rules concerning subscription requests

Rule 1

Subscription requests are made:

- On [Teréga Portal](#) for the PIC
- Automatically at the PITD

Rule 2

The Shipper should submit to Teréga the Joint Declarations concerning the Delivery Points that it delivers in the “Joint Declarations” section in [Teréga Portal](#).

Rule 3

Requests made for a PIC in [Teréga Portal](#) are binding for Suppliers and/or end Customers.

To be taken into account by Teréga, the subscription request must include:

- a) The network concerned (regional)
- b) The value of the daily capacity
- c) The point on the transport network concerned (type of point, code and name of the point)
- d) The validity period (start date, end date).

- e) The capacity type (Firm or Interruptible).
- f) The periodicity (annual, multi-annual, monthly, daily)
- g) The desired hourly capacity if this is greater than the reference hourly capacity.

Rule 4

Teréga undertakes to respond to subscription requests with annual, multi-annual or monthly periodicities on the regional network within five (5) working days.

Rule 5

For subscription requests with daily periodicity, Teréga undertakes to respond within the following periods:

- Five (5) calendar days after a subscription request made up to D-6 (2:30 p.m.)
- No later than D-1 (6:00 p.m.) for any request made between D-6 2:30 p.m. and D-1 (4:00 p.m.)
- As and when subscriptions are made in between D-1 (4:00 pm) and D-1 (5:59 am), and up to D+1 (10:00 am).

Rule 6

A Shipper may request the following capacities from the PIC:

- Firm: annual, monthly and daily.
 - reservations of successive products of the same maturity are possible and referred to as: multi-year, multi-month and multi-day.
- Interruptible: annual and daily.

Rule 7

For capacities for which the periodicity is:

Annual or multi-annual starting on the 1st day of month M in year N	Subscription requests must be made no later than the 20th of month M-1.
Monthly starting on the 1st day of month M	Subscription requests must be made no later than the 20th day (inclusive) of month M-1
Daily starting on day D of month M	Subscription requests must be made, without any limit on prediction, no later than 5:59 a.m) on Day D-1

5.4 Subscription of additional capacities

The Shipper can subscribe for additional capacities according to the same provisions as the capacities described in the previous article.

Requests for additional capacities from the Shipper and the responses from the TSO are made via the TSO's website, and in the event that this is unavailable, by e-mail or fax.

In case of acceptance of a request from the Shipper to subscribe for additional capacities, by the TSO, made via its Website, this will amount to a supplementary agreement to the Contract only for those stipulations relating to Subscribed Capacities.

In case of unavailability of the TSO Website, the requests for additional capacities are made by email and, if accepted by the TSO, confirmed by email. Requests are registered by the TSO on the website when it becomes available again and are considered to be a supplementary agreement.

6 MODIFICATION OF SUBSCRIBED CAPACITIES

~~Subject to articles 3.1 and 3.2, the Shipper may not claim any decrease or increase in a Subscribed Capacity before its Validity End Date.~~

The Shipper may claim a decrease or increase in an Annual Subscribed Capacity according to the sole conditions set out below.

The words A priori and A posteriori are understood to be in relation to the subscription notice for Annual Capacity of rule 7.

6.1 Continuing development of requirements at a PIC or PITD

6.1.1 REQUEST FOR MODIFICATION OF A PRIORI ANNUAL SUBSCRIPTION

Within the framework of continuing increase or decrease, except for cases of Force Majeure, of the requirements at a PIC or PITD ~~and subject to supporting evidence provided by the Shipper~~, the TSO may accept an increase or a decrease in the Annual Daily or Hourly Delivery Capacity for the remaining term of the Validity Period of the said Daily or Hourly Delivery Capacity.

Any request for modification a priori of a Daily or Hourly Delivery Capacity subscribed annually to the PIC should be sent to Teréga no later than the twentieth (20th) calendar day of Month M-1 for implementation in Month M.

6.1.2 REQUEST FOR AN INCREASE IN THE ANNUAL SUBSCRIPTION A POSTERIORI

Regarding the supply of a PIC, TERÉGA may accept subscriptions or changes to capacity subscriptions upward A posteriori in compliance with the following rules:

- The capacities concerned are the Daily or Hourly Delivery Capacities subscribed to annually on a PIC;
- The request must be sent to TERÉGA no later than the twentieth (20th) calendar day of Month M;

- o The upward subscription corresponds to continuing modification of the End Consumer's requirements;
- o It begins on the first day of Month M-1 and establishes a Continuing commit of a minimum of 12 months of the subscribed Annual Capacity;
- o In case of change of Supplier, the principle of continuity does not apply

Modification of subscriptions as defined in this article is possible within the limit of availability of the network.

6.2 Reallocation of capacities when there is a change of Shipper at the Delivery Point

New Shipper: Shipper whose capacity requirements at the Delivery Point have increased following a whole or partial change of Shipper at the Delivery Point,

Old Shipper: Shipper whose capacity requirements at the Delivery Point have decreased following a whole or partial change of Shipper at the Delivery Point.

6.2.1 REDUCTION IN SUBSCRIBED CAPACITY BY THE OLD SHIPPER

In case of complete or partial change of Shipper at a Delivery Point, the Old Shipper may request a reduction in the Subscribed Capacities at the Delivery Point.

In the case where an Old Shipper also operates on the Main Network (subscription to Section 1), it may request a reduction in the Subscribed Capacities to the PITTE, given that the reduction in the Subscribed Capacities at the Entry Transport Transport Interface Points may not exceed the reduction in the Subscribed Capacities at the Delivery Point. Its capacity at the Exit Point is automatically adjusted from the reduction in subscribed capacity at the Delivery Point.

Precedence is given to allocating the capacities reduced in application of this article to the New Shipper in compliance with the provisions of paragraph 3.2.

o Request for reduction by the Old Shipper

The Old Shipper sends the Transport Network Operator by registered letter with acknowledgement of receipt or via their website no later than the first Day of Month M-1 for a review effective on the first Day of Month M:

A request for a reduction in Subscribed Capacity at the Delivery Point

And, if necessary

A request for a reduction in Subscribed Capacity at the Entry Transport Transport Interface Points.

o Acceptance by the Transport Network Operator

The Transport Network Operator undertakes to accept the request by registered letter with acknowledgement of receipt or via its Web site within ten (10) working days following the reception of the request for the reduction of Subscribed Capacities.

The acceptance by the Transport Network Operator by registered letter with acknowledgement of receipt or via its web site of a request to reduce subscribed capacity at the Delivery Point and Entry Transport Transport Interface Points constitutes an amendment to the contract for stipulations relating to the Subscribed Capacities

6.2.2 REALLOCATION OF CAPACITY TO THE NEW SHIPPER

The New Shipper sends their subscription request to the Transport Network Operator in compliance with the allocation rules described in a part 5 of this section.

The Transport Network Operator responds to this subscription request in compliance with the allocation rules described in part 5 of this section, given that the Transport Network Operator undertakes to assign to the New Shipper the capacities at the Delivery Point and the Exit Point enabling them to serve the customer who has changed Shipper.

However, in the case where the Daily Entry Capacities requested by the New Shipper at the Entry Transport Transport Interface Point(s) are unavailable after taking into account the reduction in Capacity subscribed by the Old Shipper in compliance with paragraph 3.2.1 above and if the New Shipper justifies in writing to the Transport Network Operator that they need these capacities to serve the Delivery Point:

1. The Transport Network Operator approaches the Old Shipper to inform them of their contractual and regulatory obligations respectively at the point(s) concerned, affecting the capacities concerned within five (5) working days from the request for additional capacities by the New Shipper.

At the end of this period, the Transport Network Operator proposes to the Old Shipper a modification to the Subscribed Capacities at the points concerned by letter or fax.

2. The Old Shipper responds within five (5) working days to accept or reject the proposal notified by the Transport Network Operator, the absence of a response being taken as acceptance. In the event of partial acceptance by the Old Shipper, The Transport Network Operator may reallocate to the New Shipper the uncontested part of the capacity concerned if the latter confirms by fax that they accept the capacities uncontested by the Old Shipper without prejudice to the procedure stated in paragraph 3.3 below. In the case of acceptance or lack of response by the Old Shipper, the proposal notified by the Transport Network Operator constitutes an amendment to the Contract for the stipulations relating to the Subscribed Capacities only. This amendment is covered by a paper document signed by the Parties at the end of each Month.
3. In the event of whole or partial rejection by the Old Shipper duly substantiated by contractual and regulatory obligations, the Transport Network Operator informs the New Shipper of this and does their best within a maximum of one (1) month from the date of the proposal notified by the Transport Network Operator in discussion with the other Shippers to meet as closely as possible the requirements of all Shippers taking account of the contractual and regulatory obligations duly substantiated by all Shippers concerned under the aegis of the competent authorities.
4. If at the end of this joint discussion, the New Shipper does not have the Daily Entry Capacities which would enable them to supply the Delivery Point concerned, they may trigger an unused subscribed capacity reallocation process in compliance with the provisions of Section 1.

7 ALLOCATION OF INTERRUPTIBLE CAPACITIES

Teréga allocates the interruptible capacities requested by the Shipper subject to their availability, on condition that all firm capacities have already been reserved.

In the event that Teréga is not able to allocate the whole of the request on a firm basis, Teréga may propose interruptible capacities.

8 METHODS FOR TRANSFER OF CAPACITIES ON THE REGIONAL NETWORK

8.1 Principle of transfer of right to use PIC on the Regional Network.

An Industrial Consumer may reserve delivery capacities for its own site (PIC) and transfer their use to its transport and balancing Shipper. To do this, it uses the principle of transfer of right to use capacities on a PIC.

For this purpose, an industrial consumer must have a simplified supply authorisation issued by the Ministry of Industry and must have subscribed to a Transmission Contract with the TSO including section 3.2. The Industrial Consumer is therefore also a Shipper (Auto Shipper) and hereinafter known as the transferring Shipper.

The Industrial Consumer's transport and balancing Shipper is the one who holds the Supply Contract and the Joint Declaration associated with the PIC in question. It is hereinafter known as the transferee Shipper.

The transfer concerns a period and a PIC. For the entire transfer period, any subscription of capacity to the PIC by the transferring shipper is thus transferred to the transferee Shipper.

The transferring Shipper retains the obligations of payment for the capacities and payment guarantee. It is liable to Teréga for payment of:

- The PIC capacities transferred
- The PS capacities corresponding to the PIC capacities transferred
- Any exceeding of capacity at the PIC on the Regional Network.

The transferee Shipper, who has the use of the capacities, is responsible for the transport of the gas to the site. It:

- takes on the rights and obligations of operational use of the capacities
 - is responsible for any exceeding of Exit Point capacity at the exit from the Main Network
- 1 has the right to request stoppage of delivery to a recipient and the storage rights associated with the transferred delivery capacities.
- 1.1 cannot make a new transfer of a capacity acquired with right to use on a regional network.

8.2 Transfer methods

The transferring industrial consumer first of all informs Teréga Front Office - according to the subscription timescales described in rule 7, article 2.1 of Appendix B.2 - of its intention to use this service, at the following address: info.consommateur@Teréga.fr

The Shippers, both transferring and transferee, make a specific Joint Declaration (specific form) indicating the existence of the transfer of right to use and send it to Teréga.

The specific Joint Declaration and the transfer of right to use are recorded by Teréga in **Teréga Portal**.

They state:

- The PIC concerned
- The identities of the transferring and transferee Shippers
- The start and end dates of the transfer (in full months)

In case of acceptance of a request for transfer of right to use by the TSO, this acceptance will amount to a supplementary agreement to the Contract only for those stipulations relating to Subscribed Capacities.

If the transferee Shipper was already the supplier of the transferring Shipper before the set-up of the transfer of right to use, the existing Joint Declaration should be adapted into a specific Joint Declaration. This involves inclusion in the Transmission Contract of the transferring Shipper of the capacities on the PIC that may already be subscribed to by the Shipper during the transfer period (in accordance with the rules set out in section 2). In fact, these capacities are automatically transferred under right to use to the transferee Shipper.

9 SERVICE FOR DELEGATION OF SUBSCRIPTION OF DAILY CAPACITIES ON A PIC

9.1 Principle of delegation of PIC subscription on the Regional Network

This service enables the Industrial Consumer to make daily requests for Daily Delivery Capacities for its PIC during the periods not worked by its Shipper. In periods worked by the Shipper, it is the one that subscribes for the Consumer Interface Point (PIC) concerned. These are the methods known as downgraded and temporary. Teréga reserves the right to withdraw this service without conditions or notice. The operating conditions below are mandatory and cumulative. Any breach makes the application of this service invalid.

9.2 Conditions of eligibility and operating rules

The Industrial Consumer can only make subscription requests on its Shipper's non-working days Gas Days preceded by a Saturday, Sunday or public holiday. Requests can only be sent by the Industrial Consumer on its Shipper's non-working days.

The Industrial Consumer can only send one subscription request for a Gas Day.

The email containing the subscription request for Day D must be received by Teréga by 5:59 a.m. (French time) on D-1 for D.

9.3 Procedures

The transport Shipper sends Teréga (backoffice-atr@terega.fr), CC: the authorised persons of its Industrial Consumer, an email authorising its Industrial Consumer to subscribe for the PIC designated by its number. The period for delegation of subscription of capacity is considered to be permanent as long as the transport Shipper has not informed Teréga of its duration.

In accordance with the conditions of eligibility and correct receipt of the authorisation of delegation email explained above, the Industrial Consumer sends Teréga (backoffice-atr@terega.fr and middleoffice@terega.fr), CC: the authorised person or persons at its transport Shipper, an e-mail containing a subscription request for additional capacity (in MWh/d at 0°C) on its PIC designated by its number.

Teréga acknowledges receipt of this subscription request for additional capacity on a PIC by return e-mail. On the 1st day after the period not worked Teréga settles any exceeding of capacity and forwards the information to the transport Shipper and the Industrial Consumer.

To be taken into account by Teréga, the daily subscription request must be made on the dedicated form on the Teréga Portal:

<https://portail.terega.fr/star-app/connection/subscribe-pic-capacity>

The form states:

- The daily capacity value,
- The transport grid point in question (point type, point code and point description),
- The validity period (starting date and ending date),
- the desired hourly capacity if it is greater than the reference hourly capacity.

10 SERVICE FOR SUBSCRIBING DAILY CAPACITY UP TO 5:59 AM OF D-1 FOR D USING A PRELIMINARY REQUEST

Teréga allows Industrial consumers and/or Shipper, stated the requester hereafter, the right to subscribe daily capacity up to 5:59 am on D-1 for D, in an automatic way.

This flexible service is triggered by the requester by sending an e-mail to backoffice@terega.fr, a Preliminary Request which must be approved by Teréga.

The Preliminary request precise :

- the daily and hourly capacity maximum threshold which could be requested on a dedicate dedicated point(s);
- the time period concerned where this threshold is applicable.

Teréga may validate totally or partially the Preliminary Request.

Teréga can reject the Preliminary Request at his discretion.

If validated, the Preliminary Request runs for a maximum period of 1 year.

All Preliminary requests end on the 31st of October of a year.

Requesters who do not wish to use this service see their subscription requests passing thru the classical workflow into force.

11 PRICE

The price references related to the Regional network are listed in Appendix A. The capacity terms, quantity terms, fixed terms and their associated unit prices are defined by the tariffs for use of the natural gas transport networks in effect, published in the Official Journal of the French Republic in application of decree No. 2005-607 of 27 May 2005.

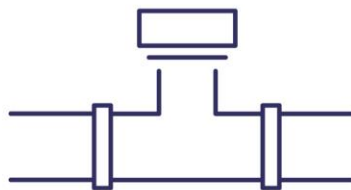


NATURAL GAS TRANSMISSION CONTRACT

SECTION 3:

PEG ACCESS AND SCHEDULING

ALL OPERATIONAL POINTS MANAGEMENT



Version dated [01/03/2021]

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2 SUBJECT

The purpose of Section 3 of the Contract is to:

- Determine the terms and conditions according to which a Shipper who has subscribed to the Access Service to PEG OTC Market can report the Daily Quantities exchanged.
- Determine the balancing terms and conditions that a Shipper must follow under the transport contract. Balancing applies to all points in the TRF Scope.

The PEG is developed and managed jointly by TERÉGA and GRTgaz.

In the event that, on 1st November, the Shipper also has access to the PEG under the transmission contract it signed with GRTgaz, the contractual conditions for accessing the PEG are those described in the transmission contract signed with GRTgaz.

3 ACCESS TO THE GEP

In the event that the shipper subscribed to the PEG access service as mentioned in the Special Terms and Conditions, the PEG access subscriptions are annual and begin on the first calendar day of any month. In the event of a subscription taken out during the month, the fixed access term is due from the first day of this month. The minimum delay between the subscription request and effective access is ten (10) working days.

4 USING THE TRANS@CTIONS PLATFORM

Access to the PEG is provided via the TRANS@ctions platform developed and managed by GRTgaz.

By signing the present Contract, the Shipper accepts the General Terms and Conditions of Use of TRANS@ctions and recognises that it is linked directly to GRTgaz with regard to use of the TRANS@ctions platform.

5 SHIPPER'S OBLIGATIONS

5.1 Obligations relating to Balancing

The Shipper is obliged to balance the quantities of gas that it exchanges on the PEG.

5.2 Obligations relating to forecasts and notifications

The Shipper agrees to provide its best annual, monthly and weekly forecasts on the date provided in Appendix 3A, in accordance with paragraph 4, update the same and inform the TSO thereof, in accordance with the procedures provided in Appendix 3A.

5.3 Obligations relating to Subscribed Capacities

The Shipper warrants that the Subscribed Capacities correspond to the foreseeable needs of the consumers it supplies directly or indirectly at the Delivery Points.

5.4 Obligations relating to Balancing

Without prejudice to the following paragraph, the Shipper agrees to make all reasonable efforts for the Quantities of Energy it supplies to the TSO at all the Entry Points and the PEG, on any Day whatsoever, to correspond to the sum of:

- the Quantities of Energy taken off by the consumers it serves directly or indirectly at the Delivery Points,
- the Quantities of Energies delivered to the Network Interconnection Points and to the Storage Transport Interface Delivery Point,
- the Quantities of Energy supplied to the PEG.

5.5 Obligations relating to forecasts and scheduling

The Shipper agrees to provide its best annual, monthly and weekly forecasts at the date provided in the Operating Conditions (Appendix 3A), in accordance with article 5, update the same and inform the TSO thereof, in accordance with the procedures provided in the Operating Conditions.

The Shipper undertakes to supply the TSO, at each Entry Point, on any Day whatsoever, with the Scheduled Daily Quantity for the Entry Point and the Day under consideration.

6 TAKE-OFF AND DELIVERY OBLIGATIONS

6.1 Transmission System Operator's Obligations

Subject to articles 2 and 4 of the present section, articles 9, 10, 12, 13 and 14 of the General Terms and the limitations provided for in this article, the TSO undertakes to:

- take off, on any Day whatsoever, the Scheduled Daily Quantities supplied by the Shipper at the Entry Points and at the PEG, on the same day
- deliver to the Shipper, on the same Day, the Scheduled Daily Quantities to the Exit Points, Network Interconnection Points, Transport Storage Interface Delivery Points and PEG.

6.1.1 LIMITATIONS RELATING TO DAILY CAPACITIES AND TO HOURLY CAPACITIES

As the case may be, the Daily and Hourly Capacities covered by this article may be reduced by the TSO in the circumstances referred to at articles 9, 10, 12, 13 and 14 of the General Terms, in accordance with the procedures provided in the Operating Conditions.

i. At the PITTE, PITPE and PITSE, at the PITL and PITSL

The TSO is not bound to take off or deliver at these points, on any Day whatsoever, a Quantity of Energy greater than the Subscribed Daily Capacity at these points

The TSO is not bound to take off or deliver at these points, at any Time whatsoever, a Quantity of Energy greater than one twenty-fourth (1/24th) of the Subscribed Daily Capacity at these points.

ii. At Exit Points

The TSO is not bound to release from the Main Network at any Exit Point whatsoever on any Day whatsoever, a Quantity of Energy greater than the Subscribed Daily Exit Capacity at that Exit Point.

iii. At Delivery Points

The TSO is not bound to deliver to the Shipper at any Delivery Point whatsoever on any Day whatsoever, a Quantity of Energy greater than the Subscribed Daily Delivery Capacity at that Delivery Point.

The TSO is not bound to deliver to the Shipper at any Consumer Delivery Point whatsoever at any Time whatsoever, a Quantity of Energy greater than the Subscribed Hourly Delivery Capacity corresponding to that Consumer Delivery Point, defined in the Special Terms.

The TSO is not bound to deliver to the Shipper at any Transport Distribution Interface Point whatsoever at any Time whatsoever, a Quantity of Energy greater than one twenty-second (1/22nd) of the Subscribed Daily Delivery Capacity corresponding to that Transport Distribution Interface Point.

6.1.2 LIMITATIONS RELATING TO BALANCING

In accordance with the procedures provided in the Operating Conditions, the TSO is not bound to take off from all the Entry Points and the PEG, on any Day whatsoever, a Quantity of Energy greater than the sum of:

- the Quantities of Energy delivered on that same Day to all the concerned Delivery Points,
- the Quantities of Energy supplied to the PEG
- the Quantities of Energies delivered to the Network Interconnection Points and to the Storage Transport Interface Delivery Point.

The TSO is not bound to deliver to all of the:

- Delivery Points,
- Network Interconnection Points,
- Storage Transport Interface Delivery Points and
- PEG

on any Day whatsoever, a Quantity of Energy greater than the Quantity of Energy supplied on that same Day by the Shipper to all the Entry Points and PEG.

6.1.3 LIMITATIONS RELATING TO SCHEDULING

The TSO is not bound to take off at any Entry Point whatsoever on any Day whatsoever, a Quantity of Energy different from the Scheduled Daily Quantity at that Entry Point.

The TSO is not bound to take off at any Entry Point whatsoever on any Time whatsoever, a Quantity of Energy greater than one twenty-fourth (1/24th) of the Scheduled Daily Quantity at that Entry Point.

The TSO is not bound to deliver at any Exit Point whatsoever on any Day whatsoever, a Quantity of Energy different from the Scheduled Daily Quantity at that Exit Point.

The TSO is not bound to deliver at any Network Interconnection Point or Transport Storage Interface Delivery Point whatsoever, on any Day whatsoever, a Quantity of Energy different from the Scheduled Daily Quantity at that Network Interconnection Point or Transport Storage Interface Delivery Point.

The TSO is not bound to deliver at any Network Interconnection Point or Transport Storage Interface Delivery Point whatsoever, at any Time whatsoever, a Quantity of Energy greater than one twenty-fourth (1/24th) of Scheduled Daily Quantity at that Network Interconnection Point or Transport Storage Interface Delivery Point.

6.1.4 IMPLEMENTATION OF LIMITATIONS

The TSO may take any measure it judges necessary, specifically the putting in place of flow limiters or the closure of one or more Delivery Position(s), to avoid taking off or delivering, on any Day or at any Time whatsoever, a Quantity of Energy not complying with any of the limitations covered above, without the Shipper being entitled to assert any claim of loss by this fact.

7 FORECASTING AND SCHEDULING

7.1 Forecasts

The Shipper sends the TSO its forecasts of Daily Quantities of Energy in accordance with the procedures provided in Appendix 3A.

The Shipper sends the TSO its forecasts of Daily Quantities of Energy in accordance with the procedures provided in Appendix 3A.

7.2 Scheduling

7.2.1 DAILY QUANTITIES NOTIFIED

No later than Day D-1, the Shipper sends the TSO, for Day D, the Quantities of Energy that it plans to make available to and/or release from the PEG, in accordance with the procedures provided in Appendix 3A.

No later than Day D-1, the Shipper sends the TSO, for Day D, in accordance with the procedures provided in the Operating Conditions (Appendix 3A):

- the Quantities of Energy it plans to make available to the TSO at each Entry Point;
- the Quantities of Energy which it plans to release from the Main Network at each Exit Point or in aggregate;
- the Quantities of Energy which it plans to deliver to each Network Interconnection Point and to the Transport Storage Interface Delivery Point.

7.2.2 SCHEDULED DAILY QUANTITIES:

In accordance with the procedures provided in the Operating Conditions, each Day D-1, the TSO sends the Shipper the Daily Schedule for Day D.

In accordance with the Operating Conditions (Appendix 3A), each Day D-1, the TSO sends the Shipper the Daily Schedule for Day D.

7.2.3 MODIFYING SCHEDULED DAILY QUANTITIES

At the request of the Shipper, the TSO agrees to make reasonable efforts to modify the Scheduled Daily Quantities for any Day D whatsoever in accordance with the procedures provided in the Operating Conditions (Appendix 3A).

At the request of the Shipper, the TSO agrees to make reasonable efforts to modify the Scheduled Daily Quantities for any Day D whatsoever in accordance with the procedures provided in the Operating Conditions (Appendix 3A).

8 DAILY ASSESSMENT

The content of the Daily Assessment and how it is prepared, sent and potentially modified are described in Appendix 3A.

Any claim relating to any element of a Daily Assessment of any Day whatsoever is notified by the Shipper to the TSO within a period of thirty (30) calendar days with effect from the date of transmission of the Daily Assessment in question by the TSO. After this time, no claim relating to the Daily Assessment will be accepted. The Shipper sends the TSO any elements that will substantiate its claim.

The TSO will process the claim within a period of fifteen (15) days from receipt of notification.

If, at the end of a period of forty-five (45) days with effect from receipt of the notification, a disagreement persists between the Parties insofar as concerns the determination of any Daily Quantity Allocated whatsoever, either Party may request the appointment of an independent expert (the 'Expert') chosen by mutual agreement by the Parties. In case the Parties disagree on the choice of Expert after a period of eight (8) days with effect from the request referred to above, the Expert is appointed by order of the President of the Commercial Court of Paris ruling according to the urgent measures procedure. The Expert must disclose any possible conflict of interest and sign a confidentiality undertaking.

The Expert must forward his final findings to the Parties concomitantly within a period of thirty (30) days from his appointment, it being understood that the Expert may not communicate to the Shipper or mention in his findings any figures to which he may have had access in conducting his expert appraisal.

If the value of the Daily Quantity Allocated as determined by the Expert in his findings differs by more than one per cent (1%) of the value determined by the TSO in the Daily Assessment for this same Daily Quantity Allocated, on the basis of the same measurements produced by the Measuring Instruments, the value determined by the Expert is substituted for the latter and the TSO applies the regularisation procedure covered in Appendix 3A. Otherwise, the value retained is the value determined by the TSO.

The TSO and the Shipper agree to accept the Expert's findings as final and without recourse. The Expert's fees and costs, as well as all the corresponding costs generated by the expert appraisal, are at the Shipper's charge if the Daily Quantity Allocated determined by the TSO complies with the tolerance referred to in the paragraph above. Otherwise they are borne by the TSO.

9 PRICE

The references for the prices of PEG access and balancing at all network points are set forth in Appendix A of the General Terms and Conditions.

In that case, and for as long as the Shipper also has a current transmission contract with GRTgaz, the billing of the price incurred for PEG access is handled by GRTgaz on behalf of TERÉGA.

In such a case, the billing terms for PEG access are those set out in the contract of delivery of GRTgaz.

10 LIMITATIONS ON LIABILITY RELATING TO PEG ACCESS

The liability of TERÉGA and that of the Shipper, relating to PEG access as set forth in this section and is, under special exemption from the General Terms, limited to:

- Two hundred thousand euros (€200,000) per event;
- Four hundred thousand euros (€400,000) per calendar year.

11 APPENDICES

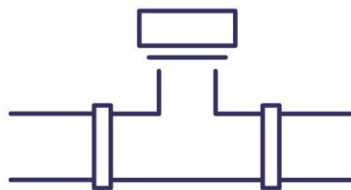
Appendix 3A: PEG access and scheduling | All operational points management

Appendix 3B: Agreement on participation in gas trading via a gas exchange



NATURAL GAS TRANSMISSION CONTRACT

SPECIAL TERMS AND CONDITIONS



Version dated [01/03/2021]

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2 RECITALS

- A. The Transmission System Operator has a network of pipelines on French territory for carrying natural gas;
- B. The Shipper has asked the TSO to carry quantities of natural gas on its Transmission Network.

It has had the opportunity to ask all relevant questions enabling it to subscribe, under its sole responsibility, the service(s) of its choosing as described in the Sections below.

The Shipper, in accordance with the provisions of article 4 of the General Terms, has proved its right to access the transmission network and warrants it has ascertained that there is a valid Connection Contract for each Consumer Interconnection Point referred to in the Contract.

Terms beginning with an Uppercase letter are defined under the heading 'Definitions' of the General Terms of the Transport Contract.

Whereupon, the following has been agreed:

3 CONTRACTUAL DOCUMENTS

The Contract, as defined in Article 1 of the General Terms and Conditions published on the website www.terega.fr, consists of a number of contractual documents with which the Shipper undertakes to comply.

In case of contradiction between the provisions contained in the General Terms and those contained in the Special Terms, the Special Terms shall prevail.

4 PURPOSE OF THE SPECIAL TERMS

These Special Terms list the Sections to which the Shipper wishes to adhere and determine the volume of Subscribed Capacities, in particular at the Entry Points, Exit Points, Network Interconnection Points and Storage Transport Interconnection Point.

They also cancel and replace any Transport Contracts previously entered into by the TSO and the Shipper.

5 APPLICABLE SECTIONS

The Sections and Appendices that apply with regard to these Special Terms are:

Name	Description	Applicability
Section 1	Rules for subscription and allocation on the Main Network (RP)	<input type="checkbox"/>
Section 2	Rules for subscription and allocation on the Regional Network (RR)	<input type="checkbox"/>
Section 3	PEG access and scheduling, all operational points management	<input type="checkbox"/>
Appendix 3A:	PEG access and scheduling, all operational points management	<input type="checkbox"/>
Appendix 3B:	Agreement on participation in gas trading via a gas exchange	<input type="checkbox"/>

The above documents are published on the website www.terega.fr.

If the Shipper adheres to Section 3, it undertakes to submit its joint notifications via the **Teréga Portal** subscription site, made available to Shippers.

If this Transport Contract cancels and replaces a previous Transport Contract, any joint statements drawn up for the prior Contract remain in force.

(If applicable)

The Shipper allocates, by mandate, the logistics management of its contract to XXX (hereinafter the "agent") and authorises Teréga to send the agent all the technical information necessary for the correct and full execution of the Contract.

The Shipper acknowledges that all exchanges between the agent and Teréga and all acts of the latter in the context of the Contract shall incur the liability of the Shipper. In this respect, the Shipper shall act as a guarantor for the full execution of the obligations arising from the Contract even when they are the result of information provided by the agent or an act of the latter. .

6 EFFECTIVE DATE AND DURATION OF THE CONTRACT

The Contract takes effect on [Cliquez ici pour entrer une date.] and barring early termination pursuant to article 22 of the General Terms, shall continue to have force for the period of validity of the capacity subscriptions or the period of validity of PEG access as stipulated in these Special Terms and any subsequent riders hereto.

7 DETAILS OF THE SPECIAL TERMS

7.1 PUBLIC INFORMATION

The Shipper agrees to have the Transmission System Operator publish its contact details on its web site.

7.2 NETWORK POINTS AND CAPACITY

When the contract takes effect, the Shipper has not subscribed any capacity.

All transactions made subsequently, as specified in the General Terms or the applicable Sections, using the subscription tools made available to the Shipper, are deemed Riders to this Contract.

7.3 ACCESS SERVICE TO PEG OTC MARKET

In the first year, the Shipper subscribes to the PEG over-the-counter market access service with Teréga. After the first anniversary date of the Contract, the subscription to the PEG is renewed every year by tacit agreement, barring notice of termination served by the shipper or Teréga with prior notice of thirty (30) calendar days.

7.4 GENERAL CHARACTERISTICS OF THE GAS

In accordance with article 10 of the General Terms, the Shipper guarantees that the gas supplied to the TSO at each entry point meets the following specifications:

- GCV between 10.7 and 12.8 kWh/m³ (n) to a reference combustion temperature of 0°C
- Wobbe index between 13.4 and 15.7 kWh/m³ (n) to a reference combustion temperature of 0°C
- 'Water' dew point <-10°C at 80 Bar (GERGWATER correlation)
- Total sulphur ≤ 150 mg/m³(n))
- H₂S ≤ 15 mg/m³(n) instantaneously
 - ≤ 12 mg/m³(n) over 8 consecutive hours
 - ≤ 7 mg/m³(n) over 8 consecutive days

7.5 PRICE

The price payable by the Shipper under these Special Terms and Conditions is set forth in the chosen Section(s), in accordance with Appendix A of the General Terms and Conditions and the CRE Tariff Order in effect, or 'ATRT'.

7.6 BILLING AND PAYMENT PROCEDURES

In accordance with the provisions of article 7.7 of the General Terms, the Shipper shall pay by bank transfer.

The Parties agree that, if several Sections are subscribed under these Special Terms, the monthly invoice will include all the services subscribed by the Shipper.

7.6.1 BANK DOMICILIATION

For the Transmission System Operator:

- Bank name: NATIXIS PARIS
- Account number: 04002704000
- Bank code: 30007
- Agency code: 99999
- Key: 94
- IBAN: FR 76 3000 7999 9904 0027 0400 094
- BIC: NATXFRPPXXX

For the Shipper:

- Bank: []
- Account number: []
- Beneficiary: []
- Bank code: []
- Branch code: []
- Check digit: []
- IBAN: []
- BIC: []

7.6.2 VAT DETAILS

- For the Transmission System Operator:
 - Intra-community VAT No. for Teréga SA: No. [FR59095580841]
- For the Shipper:
 - Intra-community VAT no. for Shipper: No. []

7.7 WARRANTIES

In accordance with the provisions of article 8 of the General Terms:

1. the Shipper provides a guarantee in the form of:

Select the appropriate option(s):

Security deposit, in the amount of []%,

Independent first-demand guarantee issued by a French bank, in the amount of []%,

Independent first-demand guarantee issued by the parent company covering eighty per cent (80%) of the amount

The Parties hereby agree that if several Sections are subscribed to under these Special Terms, the Shipper only needs to provide one guarantee, as long as its amount is equal to the total of the sums due under each of the subscribed Sections.

2. In view of the Sections subscribed by the Shipper, the guarantee provided amounts to:

[] EUR

3. The Shipper undertakes to provide the guarantee, modelled on the template attached in Appendix G of the General Terms and Conditions published on the website www.terega.fr, as decided above, before the effective date of the Contract.

In the event that this Transmission Contract cancels and replaces a Transmission Contract entered into previously, the guarantee provided that existed under this previous Contract shall remain in force in the case where the amount of the guarantee must not be amended under the provisions of article 8.2.2 of the General Terms and Conditions.

7.8 CONTACTS

7.8.1 FOR THE TRANSMISSION OPERATOR

Contact the commercial offer team

Email: ots@terega.fr

Contact your operational proximity team:

Notifications - Assessments

Middle Office - 00 33 (0)5 59 13 38 65

E-mail: middleoffice@terega.fr

Contact your Subscriptions and Invoicing team:

Back-Office - 00 33 (0)5 59 13 36 57

E-mail: backoffice@terega.fr

7.8.2 FOR THE SHIPPER

		Contact 1	Contact 2
Contract/Sales	Surname		
	Given name		
	Address		
	Email		
	Tel.		
Billing	Surname		
	Given name		
	Address		
	Email		
	Tel.		
Logistics/Operational	Surname		
	Given name		
	Address		
	Email		
	Tel.		
IT	Surname		
	Given name		
	Address		
	Email		
	Tel.		

Made at [], on [Cliquez ici pour entrer une date.],

in two copies of record, one for each Party or done electronically.

<p style="text-align: center;">For Teréga</p>	<p style="text-align: center;">For [Company name]</p>
<p style="text-align: center;">[Trade and Regulation Manager]</p>	<p style="text-align: center;">[Official capacity of signatory]</p>
<p style="text-align: center;">[Gilles Doyhamboure]</p> <p style="text-align: center;">Signature:</p>	<p style="text-align: center;">[Name of signatory]</p> <p style="text-align: center;">Signature:</p>