

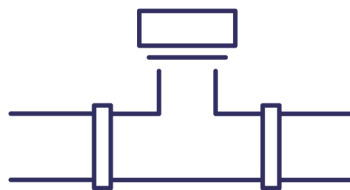


NATURAL GAS TRANSMISSION CONTRACT

SECTION 3:

PEG ACCESS AND SCHEDULING

ALL OPERATIONAL POINTS MANAGEMENT



Version dated [01/04/2021]

1 CONTENTS

1	CONTENTS	2
2	SUBJECT	3
3	ACCESS TO THE GEP	3
4	USING THE TRANS@CTIONS PLATFORM.....	3
5	SHIPPER'S OBLIGATIONS	4
5.1	Obligations relating to Balancing	4
5.2	Obligations relating to forecasts and notifications.....	4
5.3	Obligations relating to Subscribed Capacities	4
5.4	Obligations relating to Balancing	4
5.5	Obligations relating to forecasts and scheduling.....	4
6	TAKE-OFF AND DELIVERY OBLIGATIONS.....	5
6.1	Transmission System Operator's Obligations	5
6.1.1	Limitations relating to Daily Capacities and to Hourly Capacities	5
6.1.2	Limitations relating to Balancing	5
6.1.3	Limitations relating to Scheduling.....	6
6.1.4	Implementation of limitations	6
7	FORECASTING AND SCHEDULING.....	7
7.1	Forecasts.....	7
7.2	Scheduling	7
7.2.1	Daily Quantities Notified	7
7.2.2	Scheduled Daily Quantities:.....	7
7.2.3	Modifying Scheduled Daily Quantities	7
8	DAILY ASSESSMENT	8
9	PRICE	9
10	LIMITATIONS ON LIABILITY RELATING TO PEG ACCESS	9
11	APPENDICES.....	9

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:

- o 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
- o 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