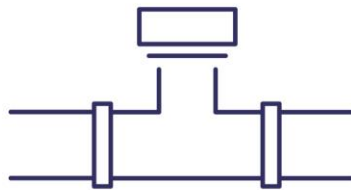




CONTRACT TO PARTICIPATE IN THE PURCHASE AND/OR SALE OF GAS IN THE FORM OF A LOCATIONAL PRODUCT TO MANAGE CONGESTIONS OF THE NATURAL GAS NETWORK

GENERAL TERMS AND CONDITIONS



Version dated [01/11/2018]

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1 Definitions

Terms that have an initial capital letter and are used in the documents that form part of the Contractual Framework are defined below:

Appendix: Appendix of the General Terms and Conditions.

Contractual Framework: this is made up of the documents listed in Article 4, and constitutes the entire contractual framework linking Teréga and the Qualified Supplier.

General Terms and Conditions: these General Terms and Conditions applicable to the purchase or sale of gas for the identified balancing locational product or management of the congestion of Teréga's gas transmission network, available on Teréga's website.

Special Terms and Conditions: Special Terms and Conditions applicable to the purchase or sale of gas for the identified balancing locational product or management of the congestion of Teréga's gas transmission network, the template of which is provided in Appendix 1 of the General Terms and Conditions.

Call for Tenders: 10 Calls for tenders organised by Teréga with a view to the purchase or sale of quantities of gas intended to cover the identified requirement or to manage the congestion of the network for the Locational product.

Qualified Supplier: Supplier authorised to deliver or take gas to Teréga within the context of the Locational product under the terms of the Contractual Framework.

Selected Supplier: Qualified Supplier whose Offer is retained by Teréga within the context of a Call for Tenders.

Gas: Natural gas delivered by the Supplier to Teréga.

Day: Period of twenty-three (23), twenty-four (24) or twenty-five (25) consecutive hours, starting at six o'clock in the morning (6:00 a.m.) on a Specific Day and ending at six o'clock in the morning (6:00 a.m.) the following day. The date of a Day is the date of the calendar day on which the Day begins.

Offer: response to all or part of the Locational Spread requirement communicated by the Qualified Supplier in the course of a Call for Tenders. The Offer must include a direction (delivery or removal of gas), a Day, a quantity and a Price.

Party (or Parties): Teréga or (and) the Qualified Supplier.

Locational Product Platform (or CMP): Electronic exchange platform between Teréga and the Qualified Suppliers, used in the context of gas purchases and sales to cover the locational needs of Teréga. This Platform is operated by Powernext SA. The European clearing house ECC clears the Locational Product Platform.

Specific Location: For a given Call for Tenders, the Specific Location is the location or locations chosen by the Selected Supplier, as the case may be, a Network Interconnection Point, a Storage Transmission Interface Point or a Liquefied Natural Gas Terminal Transmission Interface

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Point or a Consumer Delivery Point (see definition in the Teréga transmission contract) where the Given Quantity is to be delivered or removed.

Price: Price offered by the Qualified Supplier, for a given Offer, within the framework of a Call for Tenders.

The Price is expressed:

in €/MWh (SCP at 25°C) (euro per megawatt hour (Superior calorific power twenty-five degrees Celsius) (refer to the Teréga transmission contract for the definition of SCP at 25°C),

with three (3) digits after the decimal point,
excluding tax.

Average Price: On a given Day, the Average Price is equal to the weighted average Price of the transactions carried out by all operators on the Powernext gas stock exchange at the gas trading point PEG. The Average Price is published on the Teréga DATAGAS portal.

Locational Product: product available on the Locational Product Platform allowing the delivery or removal of physical gas, according to time-related and local constraints. Qualified Suppliers may meet Teréga's gas delivery or removal requirements for a Day, at Specific Locations and in Given Quantities.

Net Programming: Net Programming is understood as the sum of the Supplier's programming in the main physical sense and in the reverse, if applicable, of the Specific Location.

Reference Net Programming: the Reference Net Programming is the most recent Net Programming published by Teréga within the two (2) full hours following the Transaction.

Programme: The programme is understood for a Consumer Delivery Point as the forecast consumption provided to Teréga by said point.

Reference Programme: The Reference Programme is the last Programme received by Teréga before notification by Teréga of a Call for Tenders.

Daily Quantity Delivered: Quantity of energy, expressed in MWh (SCP), that Teréga has delivered in a given Day at a given Delivery Point or Gas Trading Point in execution of the Transport contract.

Given Quantity: Quantity of Gas, for a given Transaction, expressed in MWh (SCP at 25°C), to be delivered or removed by the Selected Supplier at the Specific Location and on the Day.

Given Quantity by Default:

If the Specific Location is not a Consumer Delivery Point: At each moment of the Day of the Transaction, difference between the Given Quantity and the change to the Net Programming at the Specific Location. This modification is calculated in relation to the Reference Net Programming.

If the Specific Location is a Consumer Delivery Point:

In view of the programme: At each moment of the Day of the Transaction, difference between the Given Quantity and the change to the Programme at the Specific Location.

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In view of the Daily Quantities Delivered: At each moment of the Day of the Transaction, difference between the Given Quantity and the change to the Daily Quantities Delivered.

These changes are calculated in relation to the Reference Programme.

If the change, in the sense of the Transaction, is greater than the Given Quantity the difference is considered to be zero.

Teréga Website: Teréga website whose URL is <http://www.terega.fr>

Locational Spread: Mechanism for managing network congestion which takes the form of two Locational Products available on the Locational product Platform, one product enabling gas to be delivered downstream of the congestion and a second one simultaneously allowing gas to be removed upstream of this congestion.

Transaction: Within the framework of a Call for Tenders, an agreement between Teréga and the Selected Supplier, materialised on the Locational product Platform by one hour, for the delivery or removal of quantities of Gas corresponding to all or part of one or several Offer(s), at the Price of the said Offer(s), at the Specific Location(s) requested by Teréga, and in accordance with the conditions set out in these General Terms and Conditions.

2 Introduction

2.1 Network congestion management

In accordance with the provisions of article L. 431-3 of the French Energy Code, Teréga is obliged, at all times, to guarantee the safety and efficiency of its network.

The deliberations of the Energy Regulation Commission dated 26 October 2017 and 24 July 2018 on the creation of a single market area for gas in France on 1 November 2018 provide for the possibility, for the Independent Transmission Operators Teréga and Teréga to make use of the "Locational Spread" mechanism to make up for network congestion.

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The “Locational Spread” is co-managed under the Trading Region France (TRF) by the Independent Transmission Operators Teréga and GRTgaz. It can be used even in the case of congestion for a work area whose restriction does not account for 10% of the most extreme climatic risks.

As a result, in the event of use of the Locational Spread, Teréga will organise Calls for Tender with the Qualified Suppliers concerning two Locational products with identical volumes.

3 Purpose and scope of the General Terms and Conditions

The General Terms and Conditions define the technical, commercial and legal conditions under which the purchases and sales of Gas by Teréga are carried out in the form of Locational products to cover its balancing or congestion management needs.

The General Terms and Conditions describe in particular the procedures for:

- Calls for Tender organised the Teréga,
- Supply or removal of contracted quantities of gas.

4 Contractual Framework

The Contractual Framework, all of the contractual documents binding the Parties, consists of the following documents:

These General Terms and Conditions and their appendices,

The Special Terms and Conditions including acceptance of the General Terms and Conditions, as well as the list of contacts of the TSO and the Qualified Supplier, as defined in Appendix 1.

5 Suppliers concerned by the Locational product

The companies concerned are natural gas suppliers who wish to participate in the Calls for Tenders and qualify for this purpose.

To do so, they must fulfil the following three cumulative conditions:

- Have a valid natural gas supply licence issued by the Minister for Energy in accordance with Articles L 443-1 to L 443-9 of the French Energy Code, and

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- Have entered into a transmission contract with Teréga, directly or through an agent, permitting the delivery or removal of the contracted quantities of Gas in the event of a Transaction, and that their status is not inactive as per article 8.2.4 of the General Terms of this transport contract.
- Have entered into a specific subscription with Powernext SA and ECC for PEGAS Spot products.

When these three cumulative conditions to be Qualified to operate on the Locational product have been fulfilled, the supplier must send Teréga the signed Special Terms and Conditions, according to the template provided in Appendix 1.

This qualification is the prior and necessary condition for the participation of the supplier in the Calls for Tenders organised under this version of the General Terms and Conditions.

Any Qualified Supplier must inform Teréga without delay if one of the above three conditions is no longer fulfilled, even temporarily. Failure to provide Teréga with information in such a case is a ground for termination for fault within the meaning of Article 15.3.

The Qualified Supplier ceases to be qualified upon termination of the General Terms and Conditions by Teréga and/or the Supplier under the conditions described in Article 15.

6 Call for Tenders

6.1 Notification of a Call for Tenders by Teréga to the Supplier

For each Call for Tenders, Teréga communicates the following information to each Qualified Supplier via an email, the template of which is provided in Appendix 2:

- The type of requirement that Teréga is aiming to cover (balancing or congestion)
- The reference of the Call for Tenders,
- The offer selection range.
- The Locational product(s) required by Teréga to manage Congestion, namely:
 - The direction (Purchase or Sale from Teréga's point of view)
 - The volume requested (expressed in MWh/d at 25°C.)
 - The contractual location(s) of the system where the gas is to be delivered or removed.

The hours corresponding to the dates mentioned above refer to metropolitan France time.

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This information may be communicated by Teréga to entities other than the Qualified Suppliers and will not be subject to Article 15.

6.2 Submission of the Offer by the Qualified Supplier

In each Call for Tenders, any Qualified Supplier may send Teréga one or several Offers on the Locational product Platform. As offer selection takes place before the end of the offer selection range, Qualified Suppliers are recommended to send their offers before the starting time of the selection range. After this time, the Qualified Supplier does not have any guarantee that its offers will be taken into account.

Any Qualified Supplier's Offer becomes firm and definitive as soon as it is present on the Locational product Platform.

6.3 Selection of Offers by Teréga

Offers are classified by the Locational product Platform by ascending order of the price. Teréga will select the price Offers that are most favourable for Teréga.

Teréga selects Offers according to the Powernext procurement rules.

Qualified Suppliers are advised to post all of the volumes offered in their Offers.

6.4 Communication of the results of the Call for Tenders

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At the end of the Call for Tenders, Teréga reserves the right to communicate to the market, in particular in the context of experience feedback, information on prices, quantities, frequency, number of Offers and the Selected Suppliers.

This information will remain anonymous. It is specified that Powernext is authorised, in accordance with its procurement rules, to remove anonymity regarding the Transactions conducted on the Locational product Platform only to the benefit of Teréga in the matter of congestion management and to the benefit of Teréga for control and application of the penalty calculation formulas if applicable.

7 Obligations of the Supplier Selected

7.1 Use of the Locational product Platform

The Locational product Platform is made available to Qualified Suppliers solely for them to post offers intended for Independent Transmission Operators. As a result, Qualified Suppliers are not allowed to push their offers as they are merely intended for Independent Transmission Operators.

7.2 Communication by the Selected Supplier to Teréga of the Specific Location(s) and the Given Quantities

The Selected Supplier is free to choose the Specific Locations from among the points communicated by Teréga in the Call for Tenders, as well as the distribution at these Specific Locations of the global quantity of gas of the Transaction in different Given Quantities.

The Selected Supplier is obliged to notify Teréga, by email, according to the template in Appendix 3, of the Specific Location(s), as well as their Given Quantity at each of the Specific Locations, before the end of the Day of the Transaction.

7.3 If a Specific Location is not a Consumer Delivery Point

7.3.1 OBLIGATION TO SCHEDULE THE GIVEN QUANTITY FOR THE SPECIFIC LOCATION

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The Selected Supplier is obliged to designate in the Specific Location, one hour at the latest after the Transaction in order to modify its Net Programming, at least for the Given Quantity, 2 hours at the latest after the full hour following the Transaction.

Teréga may carry out, on each Day, a check to verify that this Net Programming modification constraint is respected for the Selected Supplier for the Specific Location. This assumes, in particular, that the Selected Supplier has the appropriate available capacity for the Specific Location.

7.3.2 OBLIGATION NOT TO MODIFY THE PROGRAMMING FOR THE SPECIFIC LOCATION IN A DIRECTION CONTRARY TO THE TRANSACTION

The Selected Supplier is required not to modify its Net Programming for the Specific Location in the opposite direction to the Transaction as of one (1) hour after the full hour following the Transaction.

Teréga may retrospectively carry out, on each Day, a check to verify that this designation constraint is respected and translated into the quantities programmed for the Supplier for the Specific Location.

7.4 If the Specific Location is a Consumer Delivery Point

7.4.1 OBLIGATION TO MODIFY THE GIVEN QUANTITY OF THE PROGRAMME FOR THE SPECIFIC LOCATION

The Selected Supplier is obliged to modify the Customer Delivery Point Programme, at least for the Given Quantity in the Specific Location, at the latest one full hour after the Transaction. The Daily Quantities Delivered should also be modified in relation to the Reference Programme, at least for the Given Quantity in the Specific Location.

Teréga may carry out, on each Day, a check to verify that this Programme modification constraint is respected and translated by the Selected Supplier into the Daily Quantities Delivered, at least for the Given Quantity in the Specific Location.

7.4.2 OBLIGATION NOT TO MODIFY THE PROGRAMME FOR THE SPECIFIC LOCATION IN A DIRECTION CONTRARY TO THE TRANSACTION

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The Selected Supplier is required to ensure that the Consumer Delivery Point does not modify its Programme for the Specific Location in the opposite direction to the Transaction as of the sending by Teréga of the Call for Tenders notification email.

Teréga may retrospectively carry out, on each Day, a check to verify that this constraint is respected in the Programmes sent to Teréga and in the Daily Quantities Delivered for the Supplier in the Specific Location.

8 Obligations of Teréga

Teréga is required to simultaneously notify all Qualified Suppliers by email of the holding of a Call for Tenders according to the provisions of Article 6.1.

In order to ensure the fair treatment of all suppliers, Teréga is required to respect the selection procedures for the Offers provided for in Article 6.3.

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9 Penalties

Without prejudice to any damages and except in the case of force majeure, in the event that the Selected Supplier fails to meet any of its obligations under Article 7 of the General Terms and Conditions, Teréga will apply, for each of the obligations not met, cumulatively and not constituting release from other obligations, the following penalty, in accordance with the deliberation of the French Energy Regulation Commission No. 2018-171 of 24 July 2018:

$$P = Q \times 25 \% \times \frac{D_r}{D_j} \times P_{moy} + Q \times (|P_{tr} - P_{moy}|)$$

Where:

With:

: Quantity (total or in default) designated on the network point

: length of delay, in hours

: length of gas day covered by the locational spread, in hours

: average price of the day on the PEG

: price of selected offer

For information purposes, Appendix 4 contains the penalty scenarios and the formula that applies. The penalties are cumulative.

Furthermore, in the event that the shipper in default has been selected, on the same side, for several quantities at different prices, the price of the selected offer taken into account corresponds to the one for which its margin is greatest, until the entire quantity in default is covered.

This penalty will apply by right of law and without legal formality or prior formal demand.

The fact that Teréga does not assert, from the time of occurrence of a breach, its right to apply the penalties, does not mean that it therefore waives this right.

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10 Invoicing of a penalty in the event of failure to respect the locational spread procedures

In the event of application by Teréga of a penalty, as specified in article 9, Teréga will include this invoicing item on the M+1 invoice for M of the Selected Supplier's transport contract.

The payment terms and deadlines of its transport contract will apply by right of law.

If the Selected Supplier disputes all or part of the amount of an invoice, it should nonetheless pay the full amount of the invoice under the conditions set out above, except in the event of an obvious error by Teréga.

11 Taxes and Duties

Each Party, accordingly, will bear all taxes and duties for which they are liable under the regulations in force.

12 Force Majeure

A case of force majeure is defined as an event beyond the control of the debtor of an obligation, which cannot be reasonably foreseen at the conclusion of the General Terms and Conditions and whose effects cannot be avoided by appropriate measures, prevents the debtor from carrying out its obligation.

By way of exception, and without the need to fulfil the conditions of Article 1218 of the French Civil Code, the events of reduction or interruption of the transmission services declared as cases of force majeure under the General Terms and Conditions shall be treated as such by the Teréga network operator and preventing the Supplier from fulfilling its contractual obligations.

The obligations of each Party affected by a case of force majeure will be suspended for the duration of this event.

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The Party that invokes a case of force majeure should inform the other Party of this event as soon as it occurs, by telephone, fax, email or by any other means agreed between the Parties and confirm it by registered letter with acknowledgement of receipt.

The Party concerned shall take all reasonable measures to minimise the effects of the event or circumstance referred to in this article and shall endeavour to ensure that the General Terms and Conditions are resumed as soon as possible.

During the interruption of its obligations, the Party concerned shall inform the other Party of the consequences of the event or circumstance in question on the fulfilment of its obligations, the measures it intends to implement in order to minimize its effects on the execution of the General Terms and Conditions, the progress of the implementation of these measures, the estimated time frame for the resumption of normal performance of its contractual obligations and the end date of the event.

13 Liability

Each Party shall bear the pecuniary consequences of the civil liability it incurs under common law for any damage of any kind caused to third parties or to the other Party in connection with the execution of their obligations under the Contractual Framework.

14 Change of the General Terms and Conditions

The terms of these General Terms and Conditions may be modified at any time by Teréga.

Any change will entail:
The termination of this version of the General Terms and Conditions, on a date corresponding to the Day of the last Transaction concluded in the context of this version,
The entry into force of a new version of the General Terms and Conditions, characterised by a new version number and a new application date.

The application of a new version of the General Terms and Conditions will be notified to all Qualified Suppliers with a minimum notice of one (1) month.

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If the new General Terms and Conditions are accepted by the Qualified Supplier, an amendment of the Special Terms and Conditions will be signed between the Parties.

It is expressly stipulated that the implementation of this new version will in no way affect the commitments already made by Teréga and the Supplier, in particular the Transactions already concluded in the context of an earlier version of the General Terms and Conditions that all deliveries and potential payments under Transactions related to these previous versions will not have occurred.

15 Termination of the General Terms and Conditions

15.1 Unilateral termination by the Supplier

The Qualified Supplier may terminate the General Terms and Conditions, without having to specify the reason for it, by registered letter with acknowledgement of receipt, with thirty (30) days' notice.

This termination takes effect on the Day of the last Transaction. It is understood that the obligations born before the termination remain applicable.

If such day is no longer valid at the time the Supplier makes its request for termination or if the Supplier has never entered into any Transaction with Teréga under the General Terms and Conditions, the termination will take effect thirty (30) days after receipt by Teréga of the cancellation request.

On that date, Teréga will cease to inform the Supplier of the organisation of the Calls for Tender.

15.2 Unilateral termination of the General Terms and Conditions by Teréga

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Teréga may terminate the General Terms and Conditions, without having to specify the reason for it, for all the Qualified Suppliers, by registered letter with acknowledgement of receipt, in compliance with thirty (30) days' notice.

This termination takes effect on the Day corresponding to the Day of the last of the Transactions concluded with the Qualified Suppliers in the context of the present version of the General Terms and Conditions. It is understood that the obligations born before the termination remain applicable.

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15.3 Termination of the General Terms and Conditions for breach of the contractual obligations

In the event of a material breach by one of the Parties of any of its obligations arising out of these General Terms and Conditions, without promptly remedying it after receipt of a request to do so, the non-defaulting Party may, without any other notice or prior judicial intervention, terminate these General Terms and Conditions without prejudice to its other rights and remedies under the Contractual Framework.

The following shall be considered as serious misconduct, in particular for the Qualified Supplier:

- Not notifying Teréga within the time limit set out in article 7.2 of the Specific Point(s) and the Given Quantities, as provided for in Article 7.2, or not reporting quantities not compliant with the commitments made on the Powernext platform
- Not modifying its Net Programming of the Given Quantity at the Specific Point within the time limit set out in Article 7.3.1, or not ensuring that the Consumer Delivery Point modifies its Programme within the time limit set out and its Daily Quantities Delivered, as set out in Article 7.4.1,
- Modifying its Net Programming or having its Programme modified for the Specific Location in a direction contrary to the Transaction, as of the transmission by the TSO of the information email of the Identified Requirement, as provided for in Article 7.3.2 and Article 7.4.2,
- Not informing Teréga of any change in circumstances which no longer enables it to comply with the conditions of 5.
- Waiving the stipulations of article 7.1.

15.4 Consequences of the Termination

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In the event of termination of the General Terms and Conditions for any reason, any Transaction made prior to such termination shall be duly and fully executed by the Qualified Supplier in accordance with the terms and conditions set forth in the Contractual Framework. On the date of termination of the General Terms and Conditions, no new Transactions may be entered into.

The termination or the expiration of the General Terms and Conditions or of any Transaction relating thereto, does not in any way release the Parties from the obligations that may have arisen before the said termination, nor does it put an end to the contractual provisions which by their nature must survive.

16 Confidentiality

The Parties shall regard as confidential the contents of the Contractual Framework and any information to which they have access or are provided to them in connection with the preparation or execution of the Contractual Framework, whatever the medium and purpose.

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The information provided following the Call for Tenders, within the strict framework described in Article 6.4, derogates from the terms and conditions described in this paragraph.

The Parties shall, with respect to their employees, subcontractors and any natural or legal persons whom they mandate in connection with the preparation or implementation of the General Terms and Conditions, the confidentiality of the information which they may be aware of in this context.

The Party receiving confidential information may use it only within the framework of the General Terms and Conditions and may not communicate it to third parties without the prior written consent of the other Party.

Each Party undertakes, among other things, to ensure the confidentiality of the information of the other Party in the event that some of its personnel having access thereto perform services of the same nature on behalf of companies engaged in the production or supply of gas.

The Supplier's attention is drawn to the fact that the confidentiality of all information, the disclosure of which would be likely to infringe the rules of free and fair competition and non-discrimination, must be preserved in accordance with Article L.111- 77 of the French Energy Code. This information is called "commercially sensitive information". In accordance with article R.111-34 of the French Energy Code, the Supplier unreservedly agrees for Teréga to send Teréga information regarding the execution of these General Terms and Conditions strictly necessary for the execution of their respective tasks as part of the co-management of Trading Region France.

The Party receiving the confidential information undertakes, as of their receipt, to:

- to keep confidential information secret and to afford them a degree of protection and confidentiality no less inferior to that which it accords to its own information of a similar nature,
- not disclose confidential information and not allow their disclosure to third parties (including any affiliated company) without the prior written consent of the Disclosing Party,
- not use confidential information for purposes other than those for which it is communicated, namely cooperation with the other Party,
- only disclose confidential information to members of its staff who need to know such information, provided that the latter undertake not to disclose it.

Each Party shall promptly notify the other Party of any matter which may lead to a breach of the obligations of this Article and/or a breach or threat to the confidentiality of the information it holds.

All confidential information and their reproductions transmitted by one Party to the other shall remain the property of the Disclosing Party and shall be returned to him/her immediately upon

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his/her request and at the latest upon termination or expiration of the General Terms and Conditions.

It is expressly agreed between the Parties that the disclosure by one Party of confidential information to the other Party hereunder shall in no circumstances be construed as conferring, expressly or impliedly upon the Recipient Party, any right (under license or otherwise) with respect to materials, inventions or discoveries to which this confidential information relates, or any other intellectual or industrial property right.

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

(i) Information which was already known by the receiving Party before the conclusion of the General Terms and Conditions; or

(ii) Information that was already in the public domain at the time it was communicated or that was to become public knowledge thereafter with no negligence on behalf of the receiving Party; or

(iii) information obtained lawfully from other sources who are not bound by a confidentiality obligation towards the Party who disclosed the Information concerned; or

(iv) Information that must be disclosed to a third party, in particular a regulatory authority, as required by law, a judiciary decision or a decision issued by a Community, French or Foreign public authority.

The obligation of confidentiality, the subject of this article, shall take effect on the date of conclusion of the General Terms and Conditions. It ends three (3) years after the expiry of the General Terms and Conditions for any reason whatsoever.

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17 Language of the General Terms and Conditions

Notwithstanding any translation that might be made thereof, signed or not, the binding language for interpretation and/or performance of the General Terms and Conditions is French.

18 Applicable Law and Settlement of Disputes

The contract is governed by the laws of France.

The Parties shall strive to settle any dispute with regard to formation, performance or interpretation of these General Terms and Conditions amicably. In the absence of an amicable agreement, these disputes are submitted to the Paris Commercial Court.

19 Assignment

A Party may not assign the rights and obligations it holds under the General Terms and Conditions to a third party, subsidiaries and affiliated companies, without the prior written consent of the other Party.

20 Tolerance

The Parties mutually agree that the effect of one Party's tolerating a situation shall not be to confer on the other Party any acquired rights.

Moreover, such tolerance cannot be interpreted as a waiver of the rights in question.

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21 Term

These General Terms and Conditions take effect on 1 November 2018 for an indefinite period. Any new version of the General Terms and Conditions cancels and replaces the previous one from the date on which they take effect.

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SPECIAL TERMS AND CONDITIONS

VERSION 2018-1 APPLICABLE ON 01/11/2018

BETWEEN

Teréga

Société Anonyme [French public limited company] with a share capital of €17,579,088
whose head office is located in:

Espace Volta,
40 avenue de l'Europe,
64000 Pau Cedex France

registered with the Trade and Companies Register of [Pau]
under number [095 580 841], represented by:

[Gilles Doyhamboure], Chief Business and Regulation Officer,

duly authorised for the purposes hereof,
hereinafter referred to as the "Transmission System Operator" or "TSO", party of the first part,

hereinafter referred to as "Teréga",

PARTY OF THE FIRST PART,

AND

XXXXXXX, whose head office is located in, XXXXXX, Country, registered with the Trade and
Companies Register of XXXXXX under number, XXXXXXXX, represented by XXXXXXXX, acting in
the capacity of XXXXXXXX, duly authorised for the purposes hereof,

Hereinafter referred to as the "Qualified Supplier".

PARTY OF THE SECOND PART,

hereinafter referred to jointly as "the Parties" and individually as the "Party".

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1 Article 1 - Purpose

The Contractual Framework, all of the contractual documents binding the Parties, consists of the following documents:

- The General Terms and Conditions version No. 2018-1, applicable as of 1 November 2018 concerning the THE PURCHASE AND/OR SALE OF GAS IN THE FORM OF A SPECIFIC REQUIREMENT TO MANAGE CONGESTION OF THE NATURAL GAS NETWORK
- These Special Terms and Conditions:

The words or expressions appearing in the Special Terms and Conditions with capital letter(s) have the meaning specified in the "Definitions" article of the General Terms and Conditions.

2 Article 2 – Acceptance of the General Terms and Conditions

By means of these Special Terms and Conditions, the Qualified Supplier confirms:

- That it meets the three cumulative conditions set out in 5 of the General Terms and Conditions, namely:
 - have a valid natural gas supply licence issued by the Minister for Energy in accordance with Articles L 443-1 to L 443-9 of the French Energy Code, and
 - Have entered into a transmission contract with Teréga, directly or through an agent, permitting the delivery or removal of the contracted quantities of Gas in the event of a Transaction, and
 - Have entered into a specific subscription with Powernext SA and ECC for PEGAS Spot products
- Have taken cognizance of the General Terms and Conditions version No. 2018-1, applicable as of 1 November 2018 concerning the THE PURCHASE AND/OR SALE OF GAS IN THE FORM OF A LOCATIONAL PRODUCT TO MANAGE CONGESTIONS OF THE NATURAL GAS NETWORK, have read and understood all their terms and signed and accepted them without reservation.

3 Article 3 –Operational contacts

In the application of the Contractual Framework, the contacts of the Parties appear in Appendix 1 of the Special Terms and Conditions.

These contacts are shared with GRTgaz in the joint management of the Locational Spread mechanism.

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Initials Teréga :	Initials Customer :
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TERÉGA

4 Article 4: Term

The Special Terms and Conditions take effect on [Click here to enter a date..](#)

Signed in [place] in two original copies

On[date impérativement].....

<i>For the Qualified Supplier</i> [LAST NAME First name of signatory]	<i>For Teréga</i> [LAST NAME First name of signatory]
Company stamp(*)	Company stamp(*)

(*) stamp of the signatory companies is mandatory.

Initials Teréga :	Initials Customer :
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1 CONTACTS

1.1 For the Transmission System Operator Teréga

Account manager

Patrice COUGET – 00 33 (0)5 59 13 34 69

E-mail: patrice.couget@Teréga.fr

Transmission and Storage Offer

Transport Account Manager

Fabien DUFFAU – 00 33 (0)5 59 13 35 43

E-mail: fabien.duffau@terega.fr

Transport and Storage Business Senior Manager

Gabriel ANDRE - 00 33 (0)5 59 13 33 60

E-mail: gabriel.andre@terega.fr

Your contacts for daily and operational processes:

Notifications - Assessments

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

E-mail: middleoffice@Teréga.fr

Subscriptions and Invoicing

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

Initials Teréga :	Initials Customer :
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E-mail: backoffice-atr@Teréga.fr

Initials Teréga :	Initials Customer :
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1.2 For the Shipper

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

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Initials Teréga :	Initials Customer :
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TERÉGA

APPENDIX 2: Template for the notification email by GRTgaz and Teréga of a call for tenders

From: infovigilance@grtgazterega.fr

To: list of Qualified Suppliers

Purpose: Call for the locational product by GRTgaz and Teréga - Congestion - Call for tenders No. xxxx-xx-xxx / Call for Tenders on the Locational product by GRTgaz and Teréga - Congestion - Call for tenders No. xxxx-xx-xxx

Call for Tenders: XXXX-XX-XXX

General Terms and Conditions: version 2018-1 of 1 November 2018

Hello,

GRTgaz and Teréga hereby inform you of their need to employ the locational product on [date] according to the following terms.

- **Selection of Offers: from XXh30 to XXh40**
- **Reference Programming: XXh+2h**
- **Characteristics required:**

Direction for TSO	Purchase	Sale
Powernext Product	GRTgaz -Teréga PEG Downstream	GRTgaz – Teréga PEG
Volume requested	[xxx] MWh/d at 25°C	[xxx] MWh/d at 25°C
Expected network limit(s)	<u>XXX</u>	
Contractual locations requested	<u>[*]</u>	<u>[*]</u>

***0, 1 or several GRTgaz and/or Teréga contractual points:**

Initials Teréga :	Initials Customer :
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PIR : Dunkerque, Oltingue, Obergailbach, Virtualys, Pirineos

PITTM: Montoir, Dunkerque LNG, FOS

PITS: Nord-Ouest, Nord-Est, Nord-Atlantique, Sud-Atlantique, Sud-Est, Lussagnet

You can participate in this Call for Tenders via the CMP platform operated by Powernext dedicated to locational products.

GRTgaz and Teréga will select Offers according to the Powernext procurement rules.

Qualified Suppliers are advised to post all of the volumes offered in their Offers.

As a reminder, under this Call for Tenders, the selected Suppliers have the obligation of:

- redesignating the correct quantity including their offer **selected within one full hour after the call for tenders.**
- notifying GRTgaz and Teréga by email to the generic address infovigilance@grtgazterega.fr inserting the excel file made available in this email renamed with your contract code and duly completed (contract code, direction for TSO, quantity for each PCR concerned) by the end of the gas day.

You will find a reminder attached about how the process operates.

Sincerely,

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Initials Teréga :	Initials Customer :
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TERÉGA

APPENDIX 3: Template for notification email by the Selected Supplier of the Specific Location

The Qualified Supplier should notify the TSO by answering the Call for Tenders email. It should send the call for tenders email attachment in the following format:

Attachment name: Contract Code_Call for Tenders_SL_date.xlsx

Conditions Générales : version 2018-1 du 1 novembre 2018 Vérification/Check

Bonjour / Hello,

Nous avons été sélectionnés par GRTgaz et Teréga dans le cadre de leur Consultation pour le produit localisé / We've been selected by GRTgaz and Teréga in the context of their consultation for the locational product.

Nous vous notifions par le présent courriel les caractéristiques suivantes de la transaction / We hereby notify you of the following features of the transaction:

Sens pour les GRT / Direction for TSOs	Achat (MMWh/d 25°C) / Buy (MMWh/d 25°C)	Vente (MMWh/d 25°C) / Sell (MMWh/d 25°C)
Volume de la transaction / Volume of the transaction		

Ces quantités seront nommées sur le(s) point(s) localisé(s) suivant(s) / These quantities will be nominated on the following locational point(s):

Code contrat / Contract code	Sens pour les GRT / Direction for TSOs	Type de point contractuel / Contractual point type	Libellé du point contractuel / contractual point name	Point contractuel / Contractual point	Quantité (MMWh/d 25°C) / Quantity (MMWh/d 25°C)
	Achat des GRT / Buy from TSOs	PIR	PIRINEOS	PITT	
	Vente des GRT / Sell from TSOs	PITS	LUSSAGNET	PITS	

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Initials Teréga :	Initials Customer :
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TERĒGA

APPENDIX 4: Methods for application of penalties

For application of the penalties set out in Article 9, the calculation for breach of the obligations of the Supplier Selected, for information purposes, is as follows:

- A) In the event that the Selected Supplier forgets to notify and/or fails to meet its obligation of notifying (by email) the Specific Location(s) and/or the Given Quantity(-ies) before the end of the Transaction Day:

$$P\acute{e}nalit\acute{e} = (|P_{tr} - P_{moy}|) + 25\% \cdot Average_{price} \cdot Q$$

Where Q: The total Quantity of the Transaction

- B) In the event that the Selected Supplier fails to meet its obligation to modify its Net Programming within the given deadline, at least up to the Given Quantity in the Specified Location:

$$P\acute{e}nalit\acute{e} = (|P_{tr} - P_{moy}|) \cdot Q_d + \frac{D_r \cdot 25\% \cdot Prix_{moyen}}{D_j} \cdot Q$$

Where:

D_j: Length of gas day covered by the Locational product concerned, in hours

D_r: Length of delay, in hours

Q: Given Quantity by Default:

- C) In the event that the Selected Supplier fails to meet its obligation not to modify the Net Programming for the Specific Location in a direction contrary to the Transaction:

$$P\acute{e}nalit\acute{e} = (|P_{tr} - P_{moy}|) \cdot Q + \frac{D_r \cdot 25\% \cdot Prix_{moyen}}{D_j} \cdot Q$$

Where:

D_j: Length of gas day covered by the Locational product concerned, in hours

D_r: Numbers of hours during which the shipper has changed its programming in a direction contrary to the Transaction

Q: Given Quantity by Default:

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Initials Teréga :	Initials Customer :
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