**GEDP USER AGREEMENT**

This GASTRANS ELECTrONIC DATA PLATFORM user Agreement (**"Agreement")** is entered into on the Signing Date

BETWEEN:

(1) GASTRANS D.o.o. NOVI SAD, registered under the laws of the Republic of Serbia, inscribed in the Registry of companies with the Serbian Business Registers Agency, company ID number 20785683, having its registered office at Narodnog fronta 12, 21000 Novi Sad, Serbia, represented by Directors Mr. Dušan Bajatović and Mr. Igor Elkin (**"Transporter"**); and

(2) **[please insert full business name of the User from the Registration Form and extract from the Registry]**, registered under the laws of the [please insert the country of incorporation], inscribed in the [please insert the full name of the registry], company ID number [·], having its registered office at [please insert the address of the registered business seat, town, country/state], represented by [please insert the name of the party signing the GEDP User Agreement and capacity in which that persons signs the GEDP User Agreement](**"GEDP User"**),

hereinafter each referred to as a **"Party"**, and together as the **"Parties"**.

Introduction

Parties mutually agree that:

A The Transporter has developed the Gastrans Electronic Data Platform in order to facilitate managing the communications between the Transporter and users of its transmission system (the Pipeline) for the purpose of implementation of their respective rights and obligations arising from the Network Code and the Long-Term GTA and/or the Short-Term GTA.

B The procedure set out in the Network Code preceding execution of this Agreement has been performed by the Transporter and the GEDP User.

C In accordance with the Network Code, the GEDP User enters into this Agreement with the Transporter as a precondition for use of the Gastrans Electronic Data Platform a.

and, therefore, all necessary conditions for execution of this Agreement are met.

Having in mind all stated in the Introduction, the Parties agree as follows:

1. **Definitions AND INTERPRETATION**
	1. Capitalized terms used in this Agreement, which are not defined in the Article 1.2 of this Agreement, shall have the meaning as determined in the Network Code.
	2. Other capitalized terms used in this Agreement, shall have the following meaning:
2. **“Administrator”** means the individual authorized to perform actions set out in the Article 5.3 of this Agreement;
3. **"Affiliate"** means any person which directly or indirectly controls, is controlled by or is under common control with another person, and for the purposes of this definition, control, and the terms controlled by or under common control with, denote the power to direct or cause the direction of the management and policies of any person, whether through the ownership of shares or by contract;
4. **"Applicable Laws"** means all laws, decrees, judgments, acts and regulations or any other type of primary or secondary legislation in force in the Republic of Serbia without giving effect to its conflict of law’s provisions;
5. **"Confidential Information"** has the meaning given to that expression in the Article 13.1.1.1 of this Agreement;
6. **"Expropriatory Act"** means the expropriation or compulsory acquisition, nationalisation or seizure by any Governmental Authority of the Gastrans Electronic Data Platform or any material portion thereof;
7. **"Force Majeure Event"** has the meaning given to that expression in the Article 9.3. of this Agreement;
8. **"Force Majeure Notice"** has the meaning given to that expression in the Article 9.5. of this Agreement;
9. **"Gas Transmission Service"** means the gas transmission service provided by the Transporter to User with encompassing services pursuant to the Article 4 and the Article 5 of this Agreement and the Network Code, and **“Gas Transmission Services”** shall be construed accordingly;
10. **"Governmental Authorisations"** means, in respect of each Party, all authorisations, consents, approvals, resolutions, licences, exemptions, filings, recordings, enrolments, notarisations, registrations, orders, permits, certifications, import or export licences, exchange control exemptions or authorisations or similar actions:
	* 1. to enable it lawfully to enter into, and to exercise its rights and perform its obligations under the Transportation Related Documents;
		2. to ensure that those obligations are legal, valid, binding and enforceable; and
		3. to make those Transportation Related Documents admissible in evidence in any relevant country;

**"Network Code"** means the Network Code of the Transporter adopted on [·] number [·], which regulates certain technical, operational and commercial aspects of the Pipeline operation;

**“Operator”** means the individual(s) authorized to perform actions set out in the Article 5.4 of this Agreement;

“**Representative**” means the individual authorized and allowed to sign the documents referred to in the Article 5.2.2 of this Agreement and Representatives being individuals having the joint signature shall be construed accordingly;

**"Signing Date"** means the date indicated next to the electronic signature of the representative of the Transporters;

**"Termination Date"** has the meaning given to that expression in the Article 3.1.2 of this Agreement;

**"Transportation Related Documents"** means the Network Code, this Agreement, Long-Term GTA (if applicable), Short Term GTA, Balancing Agreement and any other transportation agreements with the Transporter in relation to the Pipeline to which the User is a party and any Credit Support Documents of the User (if applicable).

* 1. This Agreement is prepared in accordance with the Network Code. In case of any inconsistences between this Agreement and Network Code, the Network Code shall prevail, so that this Agreement shall be interpreted in a manner that is fully compatible with the Network Code.
	2. Any amendment to the Network Code performed in line with the Article 22 of the Network Code shall become applicable to this Agreement immediately upon their adoption, without need that the Transporter and the GEDP User enter into an annex to this Agreement.

# Subject of the agreement

## By this Agreement the Parties agree to determine their mutual rights and obligations related to the use by the GEDP User of the Gastrans Electronic Data Platform for the purpose of fulfilling its rights and obligations from the Network Code and the Long-Term GTA and/or Short-Term GTA, so that this Agreement represents the legal basis for granting by the Transporter of the license to the GEDP User for use of the Gastrans Electronic Data Platform and the legal basis for the GEDP User for undertaking respective obligations set out in this Agreement in relation to its use of the Gastrans Electronic Data Platform, whereby the Network Code and/or Long-Term GTA and/or Short-Term GTA represent the legal basis for the respective rights and obligations of the Parties set out in those documents.

## The Gastrans Electronic Data Platform and its entire contents, features and functionality (including but not limited to all information (save for the information provided by the GEDP User), software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Transporter, its licensors or other providers of such material and are protected by relevant copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

## The Transporter hereby grants to the GEDP User a limited, nonexclusive, non-transferable, free of charge license, subject to the terms of this Agreement, to access and use the Gastrans Electronic Data Platform, and the content, materials, information and functionality available in connection therewith, solely for the performance of the rights and obligations of the Parties from the Network Code and Long-Term GTA and/or Short-Term GTA, or other approved purposes as permitted by the Network Code and/or this Agreement from time to time. All other rights in the Gastrans Electronic Data Platform and its content are reserved by the Transporter and by entering into this Agreement the GEDP User explicitly agrees and undertakes that this Agreement does not grant the GEDP User any rights in or licenses to the Gastrans Electronic Data Platform or the content, except for this express, limited license.

# Term and Effectiveness

## Commencement and Term

### This Agreement is executed on an indefinite period of time.

### The date of cessation of this Agreement is the date specified in a notification on removal of the GEDP User from the Registry provided by the Transporter in line with the Article 3.7 of the Network Code.

# Principal RIGHTS AND Obligations of the Parties

### The Transporter shall endeavour that Gastrans Electronic Data Platform is available on 24/7 basis to the User. The Transporter shall not be responsible if Gastrans Electronic Data Platform is temporary unavailable for the reasons that cannot be attributed to the Transporter.

### The Transporter will provide GEDP User with the link to access the GEDP Manual the user identifications and passwords to enable individuals listed in the Appendix 1 to this Agreement the access to the Gastrans Electronic Data Platform, as well as the link(s) to electronic certificates necessary for accessing the Gastrans Electronic Data Platform, within three (3) Business days as of the notification to GEDP User sent pursuant to the Article 3.3.14 of the Network Code.

### Any use of the Gastrans Electronic Data Platform by the User other than set out in the Article 2.3 of this Agreement is expressly prohibited.

### By entering into this Agreement the GEDP User explicitly agrees and undertakes that it will not otherwise copy, transmit, distribute, sell, resell, license, de-compile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another software or website, or in any other way exploit any of the content or any other part of the Gastrans Electronic Data Platform or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, the GEDP User will not frame or display the Gastrans Electronic Data Platform or its content (or any portion thereof) as part of any other software or web site or any other work of authorship without the prior written permission from the Transporter.

### The GEDP User is obliged to, at any time, comply with the rules of Gastrans Electronic Data Platform as set out in the GEDP Manual and not to take any actions that may cause interruption, breakdown, modification or any other error in the Gastrans Electronic Data Platform.

### All logos related to the Gastrans Electronic Data Platform or displayed on the Gastrans Electronic Data Platform are either trade names or trademarks of the Transporter or its licensors. The GEDP User is not entitled to copy, imitate or use any logo without the Transporter’s prior written consent.

### The GEDP User must ensure that each individual listed in the Appendix 1 to this Agreement is authorized to manage communications with the Transporter in the name and on behalf of the GEDP User possesses the technical competence, skills and experience necessary to accurately communicate using the Gastrans Electronic Data Platform.

### The GEDP User must ensure that only individuals listed in the Appendix 1 have the access to the Gastrans Electronic Data Platform and that no third party get access to the user names and passwords.

### The GEDP User must ensure that each individual listed in the Appendix 1 to this Agreement accesses the Gastrans Electronic Data Platform from [a free from viruses computers, that such computers are equipped with appropriate antivirus software, which will be regularly updated and that the said computers are scanned against viruses on regular basis. The GEDP User must ensure that each individual listed in the Appendix 1 to this Agreement undertakes the obligation to act in line with the obligation of GEDP User from this Article.]

### The rights and obligations of the Parties in relation to updates to the Gastrans Electronic Data Platform are set out in the Article 4.4 of the Network Code.

# LEVELS OF AUTHORITY/ROLES

## Individuals authorized for communications

### The rights and obligations of the GEDP User from this Agreement shall be realized through the individuals listed in the Appendix 1 to this Agreement. Each individual has appropriate level of authority/role as indicated in the Appendix 1 to this Agreement.

### The GEDP User is entitled to change the individuals holding respective level of authority/role. Such change shall be made by the Administrator following the procedure explained in detail in GEDP Manual.

## Level of authority/role of [the Representative]

### The individual listed in the Appendix 1 to this Agreement having the level of authority/role of the Representative must be a person legally authorized (statutory representative or representative pursuant to the power of attorney) to represent the GEDP User.

### The Representative(s) is the only individual who is authorized and allowed to sign the agreements and documents referred to in the Article 3 of the Network Code, as well as any other documents that Transporter will indicate as the documents that must be signed by the Representative(s).

### The Representative(s) must use its [electronic signature to execute documents referred to in 5.2.2].

## Level of authority/role of [the Administrator]

The individual listed in the Appendix 1 to this Agreement having the level of authority/role of the Administrator will be allowed to make changes to the levels of authority/roles and/or to the individuals holding relevant authorities/roles. The Administrator will also be allowed to communicate with Gastrans via GEDP, except to send Nominations/Renominations and to receive Confirmed Quantities. The Administrator may be the same individual as individual holding the role of the [Representative].

## Level of authority/role of [the Operator]

The individual listed in the Appendix 1 to this Agreement having the level of authority/role of the Operator will be allowed to send Nominations, Renominations and Joint Nomination Declaration Notice and to receive Confirmed Quantities, information regarding the Fuel Gas, Deemed Allocated Quantities, Transmission Imbalance and Imbalance Charge, as well as other operational information set out by the Network Code. The Operator may be the same individual as individual holding the role of the [Representative] and/or the [Administrator].

# COMMUNICATION TEST

## It is sole responsibility of the GEDP User to ensure that each individual listed in the Appendix 1 to this Agreement conducts the communication test to verify its technical capability to successfully procure communication with the Transporter via Gastrans Electronic Data Platform. Under no circumstances the Transporter shall be liable for the failure by the GEDP User to ensure passing the communication test by the individuals listed in the Appendix 1 to this Agreement.

## The communication test from Article 6.1 includes the following [the provision should be further developed based on inputs provided by the software developer].

## The Transporter shall provide technical and testing support to the GEDP User during the communication test and accessing the Gastrans Electronic Data Platform.

# ACCESS TO THE gASTRANS ELECTRoNIC DATA PLATFORM

## After the GEDP User has signed this Agreement [and the Short-Term GTA] in accordance with the instructions provided in the invitation e-mail from the Article 3.3.9 of the Network Code (and thus become GEDP User), the GEDP User is authorized to perform the following:

### to update information provided in the Application documents;

### to remove, replace or add individuals listed in the Appendix 1; and

### to communicate with Transporter in relation to the providing of Credit Support.

## GEDP User which signs the Short-Term GTA and GEDP User having Long-Term GTA shall have the full access to the Gastrans Electronic Data Platform, and shall be authorized to, apart from the actions listed in the Article 7.1 above, send Nominations and Renominations, receive Confirmed Quantities and all other operational information pursuant to the Network Code and change the amount or type of Credit Support provided either pursuant to the Long-Term GTA or Short-Term GTA. The Parties acknowledge and agree that sending and receiving of operational information pursuant to the Network Code are possible only when the GEDP User has Contracted Capacity.

# SUSPENSION of ACCESS TO THE gASTRANS ELECTRoNIC DATA PLATFORM

## Transporter shall be entitled to suspend access to the Gastrans Electronic Data Platform in the following cases:

### if the GEDP User acts contrary to the Article 4.1.5 of this Agreement;

### if the Gastrans Electronic Data Platform is infected with a computer virus as a consequence of GEDP User not complying with obligation from the Article 4.1.9 of this Agreement;

## The suspension shall be in place for as long as the reasons from the above Article 8.1 are not remedied.

## The Transporter may request from the GEDP User to deliver, via e-mail or other suitable means of communication, any reasonable satisfying evidence proving that reasons from the above Article 8.1 are remedied. The Transporter shall immediately upon determining that the reasons for suspension have ceased, reinstate the access of the GEDP User to the Gastrans Electronic Data Platform.

# FORCE MAJEURE

## Relief from Liability

### Notwithstanding the rights and obligations of the Parties related to Force Majeure set out in the Long-Term GTA and/or Short-Term GTA, the Transporter shall not be liable for any failure, delay or interruption of work of Gastrans Electronic Data Platform to the extent that the failure, delay or interruption results from a Force Majeure Event or the effects of a Force Majeure Event.

### Affected Party shall, acting as Reasonable and Prudent Operator, undertake all reasonable steps to diminish negative effects of each Force Majeure Event, and fulfil its obligations from the Network Code and/or the Long-Term GTA and/or Short-Term GTA and/or this Agreement, to the extent possible including recourse to alternative services and equipment, while the other Party which is not affected Party shall use reasonable endeavours to diminish the damage that may incur for it due to the Force Majeure Event.

## Definition of Force Majeure Event

### A Force Majeure Event means any event or circumstance beyond the control of the Transporter having acted in accordance with the standard of a Reasonable and Prudent Operator, claiming relief under the Article **Ошибка! Источник ссылки не найден.** of this Agreement, but only if and to the extent that:

#### it is not the direct or indirect result of the breach by the Transporter of any of its obligations under this Agreement;

#### it could not have been prevented, avoided or overcome by the Transporter despite the exercise of reasonable diligence, including but not limited to reasonable foresight, planning and implementation; and

#### it prevents or delays the Transporter from performing any of its obligations under the Network Code and/or the Long-Term GTA and/or Short-Term GTA and/or this Agreement.

### A Force Majeure Event includes, subject to the Articles 9.2.1 and 9.2.3 of this Agreement:

#### cyber attack and cyber incidents;

#### acts of war, whether declared or not, invasion, armed conflict, act of foreign enemy or blockade, acts of rebellion, riot, civil commotion, act of terrorism or sabotage, Expropriatory Act or acts of similar nature;

#### acts of God, extreme weather, storm, flood, lightning, fire, earthquake, landslide, supersonic pressure waves or nuclear contamination epidemic or similar.

### A Force Majeure Event does not include the breakdown or failure of any equipment running Gastrans Electronic Data Platform caused by normal wear and tear or caused by the failure of the Transporter to maintain such equipment to the standard of a Reasonable and Prudent Operator.

## Obligation of the Affected Party to Provide Force Majeure Notice

### The affected Party shall give the other Party a notice ("**Force Majeure Notice**") in the manner envisaged by the provisions of Network Code governing communication, as soon as possible after the affected Party had knowledge of the effect of such Force Majeure Event, containing the following information:

#### the date of commencement of the Force Majeure Event;

#### description of the Force Majeure Event and reasonable assessment of the duration of the Force Majeure Event;

#### assessment of the impact of the affected Party's inability to perform its obligations from the Network Code and/or Long-Term GTA and/or Short-Term GTA and/or this Agreement; and

#### the actions to be taken in order to mitigate the effects of the Force Majeure Event (if possible).

### After giving the initial Force Majeure Notice, the affected Party shall upon the reasonable request of the other Party, provide to the other Party information on:

#### the status of the Force Majeure Event; and

#### the steps being taken by the affected Party to overcome the Force Majeure Event or diminish its effects and to resume the performance of its relevant obligations from the Network Code and/or Long-Term GTA and/or Short-Term GTA and/or this Agreement.

### Affected Party is obliged to notify the other Party in the manner envisaged by the provisions of the Network Code governing communication, when the Force Majeure Event ends or its effect are diminished to the extent allowing the continuation of fulfilment of obligations from the Network Code and/or Long-Term GTA and/or Short-Term GTA and/or this Agreement.

# Liability

## A Party shall be liable to the other Party for real damage (in Serbian: *stvarna šteta*) that it causes by breach of its obligations from this Agreement. A Party shall not be liable to the other Party for the lost profit (in Serbian: *izgubljena dobit*) caused by the breach of its obligations from this Agreement.

## For avoidance of doubt, liability under this Agreement apply to events and circumstances in which GEDP Users and/or any individual listed in the Appendix 1 to this Agreement breach the obligations set out in Articles 2, 4, 7 and to failure of the Transporter to enable 24/7 availability of the Gastrans Electronic Data Platform due to reasons attributable to the Transporter.

## In case GEDP User breaches its obligations from the Articles 4.1.4 and 4.1.6 of this Agreement, the Transporter is entitled to incur penalties on the GEPD User in the amount of 100.000,00 EUR for each such breach. If GEDP User does not pay penalties after 15 days as of the payment request made by the Transporter to the GEDP User, the Transporter may such amount add to the Indebtedness of GEDP User. If the amount of the damage incurred to the Transporter by the breach is higher than the amount Transporter collected from the GEDP User through the penalties, the GEDP User is obliged to reimburse the Transporter the difference.

## Non-exclusive remedy

## Subject to the Article 10.2 of this Agreement, a right of suspension of access of GEDP User by Transporter under the Article 8 of this Agreement shall be without prejudice to the Transporter claiming damages for its losses and Costs incurred as the consequence of the breach of the GEDP User of this Agreement.

## The GEDP User is not entitled to claim from the Transporter any Costs incurred as a consequence of the suspension under the Article 8 of this Agreement.

## Mitigation of Losses

* 1. Each Party shall use reasonable endeavours to mitigate or avoid any loss or damage caused by the failure of the other Party to meet its obligations under this Agreement.

## Breach caused by the breach of other Party

## A Party shall not be in breach of the Agreement if and to the extent caused by the breach of the Agreement by the other Party, however, a Party shall not be entitled to suspend performance of its contractual obligations due to breach of the Agreement by the other Party, to the extent it is not prevented to perform due to such breach.

# AMENDMENTS TO THE AGREEMENT

1. The Parties acknowledge and agree that amendments of this Agreement may be required in case of amendments of the Network Code and/or Short-Term GTA, agreed in accordance with procedure set out in the Article 21 of the Network Code, in which case the Parties shall enter into the amendments of this Agreement in written form, reflecting all required changes and supplements to the Agreement. The change of the individual from the Article 5.1.2 shall be also considered as amendment to this Agreement.

# Termination

## This Agreement shall be automatically terminated in case of removal of the GEDP User from the Registry.

## Upon termination of the Agreement, the Parties acknowledge and agree that the following Articles continue to apply until the obligations of the Parties are fully performed thereunder this Article 12 and the Articles 1, 2, 4, 10, 13, 14, and from 16.3 to 16.8.

## Party shall be liable to other Party for real damage (in Serbian: stvarna šteta) that it causes by breach of its obligations from this Agreement. Party shall not be liable to other Party for the lost profit (in Serbian: izgubljena dobit) caused by the breach of its obligations from this Agreement.

# Confidentiality

## Confidential Information

### The Parties are obliged to each other that shall:

#### protect the confidentiality of commercial and business data of other Party on which it come into possession in the process of execution, realisation and after cessation of validity of this Agreement ("**Confidential Information**");

#### undertake all measures to ensure that its managers, employees, agents and representatives keep all Confidential Information as confidential and to treat them in line with the regulation governing protection of confidentiality of business data; and

#### use the Confidential Information only for the purposes of performing its obligations from the Network Code and this Agreement.

## Permitted Disclosures

### Parties shall not consider that the obligation to protect the confidentiality of Confidential Information in the means of the Article 13.1 of this Agreement is breached:

#### which Transporter publishes as aggregate data of users pursuant to the provisions of Network Code governing publication of data;

#### which Transporter delivers to the bodies of state authority pursuant to the Applicable Laws;

#### which Party on which these data refers, or third party, has published or on the other manner make publicly available;

#### for which the Party gains written consent by other Party that it may disclose to third party;

#### which the recipient Party can prove with reference to written records that it was already known to it before its receipt from the disclosing Party; or

#### which relates to the amounts payable by the User pursuant to this Agreement or to the provisions and conditions of this Agreement and which the User is required to disclose pursuant to its one or more agreements for the supply and/or transportation of Gas.

### By entering into this Agreement, the Parties acknowledge and agree that the Transporter is entitled to provide its lenders with a copy of this Agreement without the consent of the User, so that this acting is considered as a permitted disclosure from this Article 13.2 and does not represent or could be construed as a breach of this Agreement by the Transporter.

# Governing Law

## Governing Law

* 1. This Agreement and any non-contractual obligations arising out of or in connection with them shall be governed by and interpreted in accordance with Serbian material law, with the exclusion of conflicts of law provisions.

# Entire Agreement

* 1. This Agreement contains, or expressly refers to, the entire understanding between the Parties in respect of the subject matter of the Agreement and expressly excludes any condition or other undertaking implied under the Applicable Laws or by custom and supersede all previous agreements, negotiations and understandings, whether oral or written, between the Parties with respect to the subject matter of the Agreement. Each Party acknowledges and confirms that it is not entering into this Agreement in reliance on any representations or other undertaking not fully expressly incorporated under the terms of the Agreement. So far as permitted by law and except in the case of fraud, each Party agrees and acknowledges that its only rights and remedies in relation to any representation or undertaking made or given in connection with the Agreement shall be for breach of the terms of the Agreement to the exclusion of all other rights and remedies under the Applicable Laws.

# Miscellaneous

## Further Assurances

### Each of the Parties agrees to perform all further acts, and execute and deliver such further documents, as may be required by the Applicable Laws or as may be necessary or reasonably desirable to implement this Agreement and the transactions contemplated by it.

### Without limiting the generality of foregoing, the Parties shall cooperate in good faith with any third parties, in so far as involvement of those parties is directly or indirectly necessary for the fulfilment by the Transporter or the User of any obligation under this Agreement.

## Communication

## All communication between the Parties shall be conducted pursuant to the Article 5 of the Network Code.

## Notification on Change of Beneficiaries and Management Bodies

### In case of changes in the ownership within the group of companies to which the Party belongs, including its final beneficiaries and/or the management bodies of the Parties, the Party affected by such change shall provide the other Party with the information concerning such changes within three (3) Business Days from the date of such changes with the respective duly legalized (e.g. apostille etc.) evidence, sent by post within ten (10) Business Days.

## English Language

* 1. This Agreement is prepared in English language and may be accompanied with the Serbian translation if requested by the Party. In the event of any inconsistencies between English version and Serbian translation, English version shall prevail.
	2. All notices under or in connection with this Agreement shall be in Serbian or English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text prevails.

## No Third Party Rights

* 1. Except as otherwise expressly provided for in this Agreement, a person who is not a party to this Agreement has no right to enforce any of its terms.

## Severability

* 1. If any provision of this Agreement is or is held to be illegal, invalid or unenforceable, in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the Parties shall negotiate in good faith for a period of sixty (60) Business Days after becoming aware of this with a view to agreeing one or more provisions to be substituted for such invalid or unenforceable provision which produce as nearly as is practicable in all the circumstances the same effect as the invalid or unenforceable provisions and leave the Transporter no better or worse off while otherwise preserving the balance of the commercial interests of the Parties that would have existed in the absence of such illegality, invalidity or unenforceability. If the Parties are unable to reach agreement, on the provisions which best achieve this result, the matter shall on the application of either Party be determined by the Expert in accordance with the Network Code.

## Waivers

### No failure or delay by any Party in exercising any right, power or remedy provided by law under or pursuant to the Agreement shall operate to impair such right, power or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right, power or remedy shall preclude any other or further exercise of it or the exercise of any other right, power or remedy.

### No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

## Copies

* 1. This Agreement shall be executed in four (4) originals of equal force, two (2) for each Party.

List of individuals with level of authority/role

|  |  |  |
| --- | --- | --- |
| **Representative** | First Name:Last Name:e-mail address:telephone: |  |
| **Administrator** | First Name:Last Name:e-mail address:telephone: |  |
| **Operator** | First Name:Last Name:e-mail address:telephone: |  |
|  | [the provision should be further developed based on inputs provided by the software developer] |  |
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This Agreement has been executed as of the date first above written.

|  |  |  |  |
| --- | --- | --- | --- |
| SIGNED on behalf of GASTRANS D.o.o. NOVI SADby Dušan Bajatovićand Igor Elkin  | ))) | Signature |  |
|  |  |  |  |
|  |  | Name (block capitals) | **DUŠAN BAJATOVIĆ** |
|  |  |  | **Director** |
|  |  |  Signature |  |
|  |  | Name (block capitals) | **IGOR ELKIN** |
|  |  |  **Director** |
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| --- | --- | --- | --- |
| SIGNED on behalf of **[·]**by [·] | ))) | Signature |  |
|  |  |  |  |
|  |  | Name (block capitals) | **[·]** |
|  |  |  | **[·]** |