

AGREEMENT ON ACCESS TO THE SYSTEM AND TRANSPORTATION OF NATURAL GAS

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THIS AGREEMENT ON ACCESS TO THE SYSTEM AND TRANSPORTATION OF NATURAL GAS ("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, Republic of Serbia, represented by Directors Mr. Dušan Bajatović and Mr. Igor Elkin ("**Transporter**"); and
- (2) **[please insert full business name of the User from the Request for Access to the System and extract from the Registry]**, registered under the laws of the [please insert the country of incorporation], inscribed in the Registry of [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 person signing the Agreement and capacity in which that person signs the Agreement] ("**User**"),

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

INTRODUCTION

Parties mutually agree that:

- A. On [●] the User has submitted the Request for Access to the System, which is recorded by the Transporter under the no. [●] and that Transporter, assessing the fulfilment of conditions from Energy Law and Article 3.3 of Natural Gas Transmission System Network Code dated [●] no. [●] ("**Network Code**"), has determined that the User fulfils all the conditions from the Energy Law for the execution of this Agreement, that it has executed the GEDP User Agreement and that is registered with the Capacity Booking Platform;
- B. The User has stated that (i) it accepts to, in line with the Network Code and this Agreement, subsequently specify the Request for Access to the System, by submission of one or more bids on auctions organised by the Transporter in line with the Network Code and that it accepts to subsequently specify the Request for Access to the System by submission of offers for acquiring of capacities on a secondary market from other user in line with the Network Code, (ii) it accepts that the right on access to the Pipeline is exercised through Capacity Booking Platform by sending offers in electronic form for contracting of Capacity Products on auctions

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and through secondary trade of capacities and that it accepts that the day of receipt of notifications delivered through Capacity Booking Platform is considered as the day of amendment of this Agreement, and received notification in electronic form is considered as annex to and integral part of this Agreement, without obligation of Transporter and User to sign it, (iii) it shall use Gas Transmission Services, as the foreign legal entity, exclusively for a transit of Gas through the territory of the Republic of Serbia, and (iv) during the realisation of this Agreement it shall use Gastrans Electronic Data Platform for communication with the Transporter and that it accepts to respect the conditions from the executed GEDP User Agreement;

- C. Parties accept that auctions and secondary trade of capacities are held through the Capacity Booking Platform, which provides to the Transporter and the User the following services of information company pursuant to the Network Code: 1) publication of auctions by the Transporter, 2) submission of bids in electronic form by the User when the User is ready to participate on auctions and/or offers for trade of Capacity Products on secondary market of capacities, 3) delivery of notifications from the Transporter on acceptance of bids submitted by the User for contracting of Capacity Products on auction and/or notification on acceptance of trade on secondary market of capacities;
- D. the contractual relationship between the Parties is governed by this Agreement and the Network Code which determines in detail the rights and obligations of all users and Transporter pursuant to the Energy Law, and in case of discrepancy between this Agreement and Network Code, Network Code shall prevail, and this Agreement shall be implemented and interpreted as to be in compliance with the Energy Law and Network Code,

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

1.1 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.

1.2 Other capitalized terms used in this Agreement shall have the following meaning:

"Affected Party" has the meaning specified in the Article 10.1.1 of this Agreement;

"Confidential Information" has the meaning specified in the Article 13.1.1.1 of this Agreement;

"Expropriatory Act" means the expropriation or compulsory acquisition, nationalisation or seizure, or any other act of governmental authority with the similar effect which has the impact on realisation of rights and performance of obligations of Parties from the Network Code or this Agreement;

"Force Majeure Event" has the meaning specified in the Article 10.22 of this Agreement;

"Force Majeure Notice" has the meaning specified in the Article 10.33 of this Agreement;

"Signing Date" means the date indicated next to the electronic signature of the Transporter's representative;

"Termination Notice" has the meaning specified in the Article 12.4.14 of this Agreement.

2. SUBJECT OF THE AGREEMENT

- 2.1** By this Agreement the Parties contract the right of User to access the transmission system and right of User to use all Gas Transmission Services which are standardised by its duration, manner and direction of transport so to represent determinable commercial conditions of the Gas Transmission Service offered to the User on all Interconnection Points as Capacity Products determined by the Network Code, against the Reserve Prices which Transporter determines for each Gas Year pursuant to the Tariff Methodology and the Final Exemption Act.
- 2.2** By this Agreement the Parties simultaneously contract the obligation of the Transporter to provide the User with the Gas Transmission Service for which the User is ready and accepts to pay by contracting the Capacity Product against the Auction Price determined on auctions in line with the provisions of the Network Code governing auctions for Capacity Product, or by acquiring Capacity Product through secondary trade of capacities in line with the provisions of Network Code governing secondary trade of capacities, against the Auction Price against which the Assignor has contracted such capacity. The Auction Price may be equal to the Reserve Price or higher than it.
- 2.3** By contracting the Capacity Product on auction or acquiring of Contracted Capacity through the secondary trade of capacities, User and Transporter determine commercial terms of Gas Transmission Services, particularly: (i) Capacity Product (including Capacity Product as Bundled Capacity), (ii) Contracted Capacity for such Capacity Product, (iii) Interconnection

Point as Contracted Entry Point or Contracted Exit Point (as applicable), (iv) Transportation Start Date, (v) Transportation End Date and (vi) Auction Price.

- 2.4** The User exercises the right to access the system by participation on auctions in line with provisions of Network Code governing auction for Capacity Products and by secondary trade of capacity in line with the provisions of Network Code governing secondary trade of capacities, through the Capacity Booking Platform, when the User is ready to pay the Capacity Product or Contracted Capacity against Auction Price.
- 2.5** Parties agree that the User proves to the Transporter its readiness to pay the Auction Price by providing the Credit Support in line with the provisions of Network Code governing Credit Support:
- 2.5.1 before the commencement of auction, in the amount determined in line with the provisions of the Network Code governing credit support and which represents security for the payment of Transmission Fee taking into account Auction Price and other obligations determined by the Network Code, and/or
- 2.5.2 in the process of acquiring of Contracted Capacity on the secondary market of capacities, in the amount determined in line with the provisions of the Network Code governing credit support and which represents security for the payment of Transmission Fee taking into account Auction Price contracted by Assignor and other obligations determined by the Network Code.
- 2.6** Capacity Booking Platform delivers to the Transporter and User Notification on Contracting the Capacity Product electronically, as an evidence on contracting the Capacity Product. Capacity Booking Platform delivers to the Transporter and User notification on Transfer electronically, as an evidence on acquiring of Contracted Capacity through secondary trade of capacities.
- 2.7** Notifications which Capacity Booking Platform is delivering to the Transporter and User pursuant to the Article 2.6 of this Agreement represent annex to and integral part of this Agreement, without obligation of Transporter and User to sign such notification.
- 2.8** As of the delivery date of notifications from the Article 2.6 of this Agreement, it is considered that Capacity Products or Contracted Capacity that is subject of notification are contracted for transport in the Contracted Capacity and against the Auction Price determined in such notification, and each Party as of the receipt date of subject notification undertakes relevant obligations from the Network Code and this Agreement in respect to

such Capacity Product or Contracted Capacity, including the obligation of Transporter to, as a service provider, enable User to transport Gas from the Contracted Entry Point to Contracted Exit Point(s), and obligation of User to, on the principle “ship or pay”, pay to the Transporter Transmission Fee for the contracted Capacity Product or Contracted capacity, as defined in this Agreement.

3. ENTERING INTO FORCE AND EFFECTIVENESS

3.1 Commencement and Term

- 3.1.1 This Agreement is executed on an indefinite period of time.
- 3.1.2 Provision of Gas Transmission Service lasts from the Transportation Start Date until the Transportation End Date as defined in each Notification on Contracting the Capacity Product or in each notification on Transfer.
- 3.1.3 Date of cessation of this Agreement is the date when one of the following events occurs:
 - 3.1.3.1 date on which Transporter confirms to the User electronically that it accepts the Termination Notice for this Agreement, provided that User has no Contracted Capacity nor unsettled debts towards Transporter;
 - 3.1.3.2 date specified in the Termination Notice delivered in line with the Article 12.4 of this Agreement;
 - 3.1.3.3 date of occurrence of the event which, by force of law, causes the impossibility of User to exercise its rights and obligations from this Agreement pursuant to the regulations, such as opening of bankruptcy procedure, initiation of liquidation procedure, cessation of validity of the license issued by AERS to the User which has the obligation to acquire the license as energy undertaking.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 Rights and Obligations of the Parties in the Process of Auction and Secondary Trade of Capacities

4.1.1 User which does not meet Rating Exemption criteria, if intends to contract Capacity Product, is obliged to provide the Transporter with Credit Support for Transmission Fee pursuant to the provisions of the Network Code governing amount, manner and deadlines for provision of Credit Support, after which the User is entitled to:

4.1.1.1 participate on auctions which are conducted in line with the provisions of the Network Code governing auctions for Capacity Products and to contract Capacity Products on such auctions; and

4.1.1.2 acquire from the other User Contracted Capacity through secondary trade of capacities in line with the provisions of the Network Code governing secondary trade of capacities.

4.2 Rights and Obligations of the Parties in Relation to the Transport of Gas

4.2.1 Upon contracting the Capacity Product on auction or on the basis of secondary trade of capacities:

4.2.1.1 User is entitled to:

(a) use Gas Transmission Service in the Contracted Capacity each hour during Gas Day during Transportation Period which corresponds to the Capacity Product, in line with the submitted Nominations or Renominations and in the quantity equal to the Confirmed Quantities at the Contracted Entry Point for that Gas Day (or part of the Gas Day), and Transporter is obliged to:

(i) take over Gas for transport at the Contracted Entry Point in the quantity not exceeding sum of Contracted Capacities of all Capacity Products which are contracted by the User for that Gas Day; and

- (ii) deliver and make available Gas at the Contracted Exit Point(s) in the quantity not exceeding sum of Contracted Capacities of all Capacity Products contracted for that Gas Day.
- (b) Surrender its Contracted Capacity in line with the provisions of the Network Code governing Surrender;
- (c) acquire and dispose with the Contracted Capacity by Sublet and/or Transfer, in whole or in part, in line with the provisions of the Network Code governing secondary trade of capacities.

4.2.1.2 User has the obligation to:

- (a) at the Contracted Entry Point deliver Gas conforming the prescribed quality in line with the provisions of the Network Code governing gas quality and in line with the submitted Nominations or Renominations and in the quantity equal to the Confirmed Quantities at the Contracted Entry Point for that Gas Day (or part of the Gas Day);
- (b) take over Gas delivered by the Transporter at the Contracted Exit Point pursuant to the submitted Nominations or Renominations confirmed by the Transporter in line with the provisions of the Network Code governing nominations;
- (c) endeavour to secure the balanced delivery and take over of the quantities of Natural Gas at the Entry Point and Exit Point within the same Gas Day in which it uses Gas Transmission Service;
- (d) on the basis of the Monthly Invoices pay:
 - (i) Transmission Fee for all Contracted Capacities contracted as Capacity Product at each Interconnection Point with a clause "ship or pay". Transmission Fee is determined in the amount calculated on the basis of the Auction Price which User accepted to pay on the auction or the Auction

Price of the Contracted Capacity acquired from the other User via secondary trade of capacities, regardless whether it uses Contracted Capacity;

- (ii) costs for Fuel Gas calculated in line with the provisions of the Network Code governing fuel gas, except in case when User elected to provide to the Transporter Fuel Gas in kind and when the User is obliged to pay all related costs of procurement (including costs for transport to the VTP) and all accompanying taxes, fees and duties;
- (iii) Imbalance Charge calculated in line with the provisions of the Network Code governing transmission imbalance, in case that it fails to balance delivery and take over of the Gas from transport in a Gas Day;
- (iv) uncovered Auction Premium in case that Transporter contracted Surrendered Capacity with the third party on the auction at the User`s request;
- (v) other costs if incurred in relation to the contracted transportation of Gas.

4.2.1.3 Transporter is entitled to charge to the User all fees for all contracted Gas Transmission Services pursuant to this Agreement and Network Code, in the amount expressed in the Monthly Invoices, which amounts correspond to the fees from the Article 4.2.1.2 (i) of this Agreement and other additional costs from the Article 4.2.1.2 from the subpoint (ii) to (v) which arises during the transport pursuant to the Network Code.

4.2.1.4 Transporter undertakes the obligation to, on each Gas Day during the Transportation Period applicable to the Capacity Product, enable to the User delivery of the Natural Gas on transport up to the quantity of Contracted Capacity which is contracted by User at Interconnection Point for all Capacity Products and to provide to the User Gas Transmission Service, so the Transporter has the obligation to:

- (a) take over all quantities of Gas nominated by the User for the relevant Gas Day at the Contracted Entry Point provided that Transporter confirmed them for transport for that Gas Day;
- (b) simultaneously deliver to the User, as generic good, Natural Gas at the Contracted Exit Point, of the same energy content and Gas quality in line with the provisions of the Network Code governing gas quality;
- (c) pay imbalance charge calculated in line with the provisions of the Network Code governing balancing, in case of the positive Imbalance of the User; and
- (d) pay to the User costs for the Fuel Gas in the case envisaged by Network Code when the difference of KN is positive.

4.2.1.5 Parties has other rights and obligations determined by the Network Code and this Agreement as rights and obligations of the Transporter or User.

4.2.2 In case that User has disposed with its Contracted Capacity on the secondary market and/or by Surrender of the Contracted Capacity to the Transporter, this Agreement shall be considered amended in relation to the quantity of the Contracted Capacity, so that it is decreased in whole or in part for the Transferred quantity and/or the quantity of the Recontracted Capacity in line with the provisions of the Network Code governing secondary trade of capacities and surrender.

5. OTHER OBLIGATIONS

5.1 Enabling of Transport

5.1.1 Transporter undertakes the obligation to maintain the Pipeline on a regular basis, and that in case of damage, reinstate the Pipeline in the previous state, to ensure transport of Natural Gas for the User during the Transportation Period.

5.1.2 Transporter shall ensure that, in line with the Network Code and Applicable Laws, reduce suspensions and reductions of the provision of the Gas Transmission Service to minimum, in order to fulfil its obligations from this Agreement as soon

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as reasonably possible, immediately after the cessation of the reasons leading to the suspension or restriction.

5.2 Obligation to Provide/Use Gas Transmission Service in the Contracted Capacity

5.2.1 Transporter is obliged to take over from the User at the Contracted Entry Point Gas in the quantity confirmed to the User by accepting of Nomination or Renomination of the User, which quantity cannot be higher than the amount of the Contracted Capacity determined in the amount of all Capacity Products which the User has contracted on that Entry Point.

5.2.2 Transporter is obliged to deliver to the User at the Contracted Entry Point Gas in the quantity confirmed to the User by accepting of Nomination of Renomination of the User, which cannot be cannot be higher than the amount of the Contracted Capacity determined in the amount of all Capacity Products which the User has contracted on that Exit Point.

5.3 Monthly Statements

5.3.1 Transporter shall prepare and deliver to the User Monthly Statements in line with the provisions of Network Code governing monthly statements.

6. TRANSMISSION FEE AND OTHER FEES

6.1 Transmission Fee

6.1.1 For each contracted Capacity Product and each Interconnection Point, User shall pay to the Transporter Transmission Fee for Gas Transmission Service which are contracted on the “ship or pay” basis.

6.2 Calculation of the Transmission Fee

6.2.1 Transmission Fee in respect to each Capacity Product and each Interconnection Point shall be calculated as a multiplier of Auction Price for Capacity Product and Interconnection Point and quantity of the Contracted Capacity at that Interconnection Point.

6.2.2 Transmission Fee shall be stated in the Monthly Invoice in RSD or EUR amount and rounded on two (2) decimals.

6.3 Reduction of the Transmission Fee

- 6.3.1 Transporter is obliged to reduce the Transmission fee in line with the provisions of the Network Code governing reduction of the Transmission Fee, in case that at Contracted Entry Point or Contracted Exit Point Capacity Restriction occurs.
- 6.3.2 Transmission Fee shall be reduced proportionally for the quantity of Gas which the Transporter has not transported for a User in respect to the Contracted Capacity. Quantity of Gas which Transporter has not transported for a User represents the difference, expressed in kWh:
- 6.3.2.1 between the Contracted Capacity and quantity of Gas from the notification on capacity restriction, if the Transporter has sent notification on capacity restriction before the deadline for the submission of Nomination, or
 - 6.3.2.2 between the quantities of Gas from Nomination and quantities of Gas from notification on capacity restriction, if the Transporter has sent notification on capacity restriction after the deadline for the submission of Nomination.
- 6.3.3 If the User reduces its nominated quantities of Gas to be lesser than determined in the notification on capacity restriction, Transmission Fee shall be reduces for: (i) difference between Contracted Capacity and quantities of Gas from Nominations multiplied with the Auction Price, in case that deadline for submission of Nomination is not expire, or after that deadline (ii) difference between quantities of Gas from Nomination and quantity of Gas from Renomination multiplied with the Auction Price.
- 6.3.4 Reduction of the Transmission Fee shall be indicated in the Monthly Invoices which Transporter issues for the calculation period in which the Capacity Restriction occurs.

6.4 Other Fees Payable by the User

- 6.4.1 The User pays to the Transporter costs for the Fuel Gas, Imbalance Charge, uncovered amount of the Auction Premium, as well as other costs, if any, in respect to the transport of Gas.

6.4.2 Fees and costs from the Article 6.4.1 of this Agreement are calculated in line with the relevant provision of Network Code and indicated in Monthly Invoices.

7. CREDIT SUPPORT

- 7.1** User proves its readiness to participate on auction by providing to the Transporter Credit Support in line with the provision of Network Code governing credit support.
- 7.2** By provision of Credit Support, User is entitled to participate on auctions and to contract Capacity Products and/or to acquire Contracted Capacity from the other User via secondary trade of capacities in line with the provisions of Network Code governing auctions and secondary trade of capacities.
- 7.3** Bank guarantee, when User provides it as a Credit Support, must refer to the name and number of this Agreement and date of its execution.
- 7.4** If User deposits funds on the separate escrow account as a Credit Support, agreement on separate escrow account is executed by the User, Transporter and bank.
- 7.5** User who meets Rating Exemption criteria does not have the obligation to provide Credit Support as long as it meets stated conditions.
- 7.6** After the expiry of the deadline for payment of Monthly Invoices as determined in the Network Code, Transporter shall invite the User to settle its obligation in the additional deadline of two (2) days, with the warning in case it is not settled, the Transporter shall collect it by activating Credit Support on the first (1st) Business Day after the expiry of the additional deadline.

8. TITLE TO THE GAS AND LOSS RISK

- 8.1** User or its Sublessee, has Title to the Gas for all Gas that is made available at Entry Point Kirevo/Zaječar.
- 8.2** User or its Sublessee retains Title to the Gas in respect to all quantities of Gas which are transported in line with this Agreement, for all the time that the Gas is in the Pipeline.
- 8.3** Obligation to protect and risk of loss of Gas which User delivers to the Transporter for transport, shall pass from the User on Transporter at the Contracted Entry Point, and

obligation and risk from Transporter shall pass to the User at the Contracted Exit Point on which Transporter has contracted the delivery of Gas.

- 8.4** By this Agreement, User agrees, when its Gas is delivered in the Pipeline, that Gas is mixed with other Gas in the Pipeline, and that is transported as such through the Pipeline and shall be made available to the User for taking over at Contracted Exit Point (as a generic good) without the encumbrance.

9. LIABILITY FOR DAMAGE

- 9.1** 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.
- 9.2** Party suffering the damage shall use reasonable efforts to prevent the damage or to reduce it to the minimum.
- 9.3** Termination of this Agreement pursuant to the Article 11 of this Agreement by one of the Parties does not inflict on the right of such Party to claim the indemnification for real damage suffered by the breach of this Agreement by other Party (except in case when Transporter has performed the reduction of Transmission Fee in line with the Network Code and Article 6.3 of this Agreement).

10. FORCE MAJEURE

10.1 Relief from Liability

- 10.1.1** A Party ("**Affected Party**") shall not be liable to the other Party for failure or delay in performing any of its obligations under the Network Code and this Agreement to the extent that the failure or delay results from a Force Majeure Event or the effects of a Force Majeure Event.
- 10.1.2** If the Transporter is the Affected Party and its ability to take over Gas at the Contracted Entry Point, or to deliver Gas at the Contracted Exit Point, is only partially affected by a Force Majeure Event, the Transporter shall allocate capacity pro-rata between all users.

- 10.1.3 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 this Agreement to the extent possible, 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.

10.2 Definition of Force Majeure Event

- 10.2.1 A Force Majeure Event means any event or circumstance beyond the control of the Affected Party having acted in accordance with the standard of a Reasonable and Prudent Operator but only if and to the extent that:
- 10.2.1.1 it is not the direct or indirect caused by the breach of the Affected Party of any of its obligations from the Network Code or this Agreement;
 - 10.2.1.2 it could not have been prevented, avoided or overcome by the Affected Party despite the acting as Reasonable and Prudent Operator; and
 - 10.2.1.3 it prevents or delays the Affected Party from performing any of its obligations from Network Code or this Agreement.
- 10.2.2 A Force Majeure Event includes, subject to the Articles 10.2.1 and 10.2.3 of this Agreement:
- 10.2.2.1 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;
 - 10.2.2.2 acts of God, extreme weather, storm, flood, lightning, fire, earthquake, landslide, supersonic pressure waves or nuclear contamination epidemic or similar.
- 10.2.3 A Force Majeure Event does not include the following events:
- 10.2.3.1 any event or circumstance which renders a Party unable to pay obligations due under the Network Code or this Agreement including

the inability to perform obligations due to a currency devaluation and inability of a Party to make profit or receive a satisfactory rate of return from its operations;

- 10.2.3.2 the breakdown or failure of any equipment caused by normal wear and tear or caused by the failure of the Affected Party to maintain such equipment or to maintain a suitable stock of spare parts or to operate the Pipeline to the standard of a Reasonable and Prudent Operator;
- 10.2.3.3 inability of a User to deliver Gas at a Contracted Entry Point or take over Gas at the Contracted Entry Point in line with its obligations from the Network Code and this Agreement, as a result of event impacting the Adjacent Facility.

10.3 Obligation of the Affected Party to Provide Force Majeure Notice

- 10.3.1 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:
 - 10.3.1.1 the date of commencement of the Force Majeure Event;
 - 10.3.1.2 description of the Force Majeure Event and reasonable assessment of the duration of the Force Majeure Event;
 - 10.3.1.3 assessment of the impact of the Affected Party's inability to perform its obligations from the Network Code and/or this Agreement; and
 - 10.3.1.4 the actions to be taken in order to mitigate the effects of the Force Majeure Event (if possible).
- 10.3.2 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:
 - 10.3.2.1 the status of the Force Majeure Event; and
 - 10.3.2.2 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 this Agreement.

- 10.3.3 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 this Agreement.

10.4 Transmission Fee During a Force Majeure Event

If Force Majeure Event causes Capacity Restriction, Transmission Fee shall be reduced in line with the Network Code and this Agreement.

11. AMENDMENTS TO THE AGREEMENT

- 11.1** The Parties acknowledge and agree to amend this Agreement or to execute a new one, in case when that is necessary in order to comply with the adopted amendments of the Network Code.
- 11.2** In case that Network Code is amended, and such amendment does not require the amendment of this Agreement, Parties are obliged to apply all adopted amendments to the Network Code while implementing this Agreement.

12. SUSPENSION OF GAS TRANSMISSION SERVICE AND TERMINATION OF THIS AGREEMENT

12.1 Transporter`s Right to Suspend the Provision of Gas Transmission Service

- 12.1.1 Transporter may suspend the provision of Gas Transmission Service if:
- 12.1.1.1 Monthly Invoice issued to the User meeting Rating Exemption criteria in the meaning of the Network Code is not settled at latest in the additional deadline from the Article 7.6 of this Agreement;
 - 12.1.1.2 User who is obliged, in line with the provisions of Network Code governing credit support, to provide new Credit Support to the Transporter, does not do so in the deadline set out in the Network Code.

12.1.2 Transporter delivers to the User notification on suspension of provision of Gas Transmission Service within three (3) days as of occurrence of event from the Article 12.1.1 of this Agreement, from which day provision of Gas Transmission Services is suspended to such User.

12.1.3 Transporter shall continue to provide Gas Transmission Services after the User from the Article 12.1.1.1 of this Agreement pays the Monthly Invoice or after the User from the Article 12.1.1.2 of this Agreement substitute Credit Support.

12.2 Transporter Termination Rights

12.2.1 The Transporter may terminate this Agreement if:

12.2.1.1 User does not pay all due Monthly Invoices or does not provide Credit Support in line with the provisions of Network Code governing credit support, within sixty (60) days from the suspension of the Gas Transmission Service; or

12.2.1.2 User continuously does not fulfil other obligations from this Agreement and/or Network Code, except in case that event or circumstance leading to the failure to fulfil obligations, User remedy within sixty (60) Business Days after the Transporter has warned the User on the breach of the undertaken obligations.

12.3 User Termination Rights

12.3.1 The User may terminate this Agreement if:

12.3.1.1 Transporter due to the Capacity Restriction is not able to provide Gas Transmission Service in the scope of at least 50% of the Contracted Capacity and duration of Capacity Product;

12.3.1.2 Transporter continuously does not fulfil obligations from this Agreement and/or Network Code, except in case that event or circumstance leading to the failure to fulfil obligations, Transporter remedy within sixty (60) Business Days after the User has warned the Transporter on the breach of obligations.

12.4 Termination Procedure

- 12.4.1 A Party wishing to terminate this Agreement shall give the other Party a written notice specifying the circumstances why the termination of this Agreement is requested ("**Termination Notice**").
- 12.4.2 Other Party has the subsequent deadline of thirty (30) days as of the day of receipt of Termination Notice to remedy the breach, in which case no termination of this Agreement shall occur.
- 12.4.3 In case that other Party does not remedy breach until the expiry of deadline from the Article 12.4.2 of this Agreement, this Agreement shall be terminated on the day of expiry of deadline from the Article 12.4.2 of this Agreement.
- 12.4.4 In case of termination of this Agreement by Transporter from the reasons envisaged by the Article 12.2.1.1 of this Agreement, the Agreement is considered terminated after the expiry of the deadline from the Article 12.2.1.1 of this Agreement.

13. CONFIDENTIALITY

13.1 Confidential Information

- 13.1.1 The Parties are obliged to each other that shall:
- 13.1.1.1 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**");
 - 13.1.1.2 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
 - 13.1.1.3 use the Confidential Information only for the purposes of performing its obligations from the Network Code and this Agreement.

13.2 Permitted Disclosures

- 13.2.1 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:
- 13.2.1.1 which Transporter publishes as aggregate data of users pursuant to the provisions of Network Code governing publication of data;
 - 13.2.1.2 which Transporter delivers to the bodies of state authority pursuant to the Applicable Laws;
 - 13.2.1.3 which Party on which these data refers, or third party, has published or on the other manner make publicly available;
 - 13.2.1.4 for which the Party gains written consent by other Party that it may disclose to third party;
 - 13.2.1.5 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
 - 13.2.1.6 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.
- 13.2.2 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.

14. SURVIVAL

In case of termination of this Agreement, the Parties acknowledge and agree that this Article 14 and Articles 1, 4.2.1.2 (c), 4.2.1.3, 9, 13. i 16. of this Agreement shall continue to apply until the fulfilment of the obligations of the Parties that are unfulfilled at the date of termination of this Agreement.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing Law

Rules of the law governing contracts and torts, the Energy Law and other legislation of the Republic of Serbia, without giving effect to its conflict of law provisions, shall apply to any matter not expressly regulated by this Agreement.

15.2 Dispute resolution

15.2.1 In case that dispute arises in relation to implementation of this Agreement, Parties shall endeavour to settle it amicably.

15.2.2 In order to resolve the issue, Parties may engage third party for the amicable dispute resolution in line with the provisions of the Network Code governing engagement of the Expert.

15.2.3 In case that dispute is not resolved amicably, Parties agrees that dispute shall be resolved by competent court in Novi Sad.

16. MISCELLANEOUS

16.1 Communication and Notification

16.1.1 All communication for the purpose of implementation of this Agreement between the Parties shall be conducted pursuant to the provisions of the Network Code governing communication.

16.1.2 A Party shall, for a purpose of communication appoint authorised persons and, in line with the Network Code, without delay notify the other Party on all changes which it is planning to perform and which arises, and which are relevant for undisturbed communication of Parties while exercising this Agreement, including all changes which it is planning to perform and which are by the Network Code determined as statutory change, change in relation to the registered business data of the User, change of other data relevant for keeping the evidence on the User, including third parties which fulfil the obligation in respect to the Exemption Rating or Credit Support for Gas Transmission Service for the User.

16.2 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.

16.3 Severability

If any provision of this Agreement is declared 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 an agreement on the provisions which best achieve this result, the Parties may refer subject matter for solving to the Expert, in line with the Network Code.

16.4 Copies

This Agreement shall be executed electronically through Portal, whereby User and Transporter has one original electronic document in the meaning of the law governing electronic documents.

SIGNED on behalf of **GASTRANS D.O.O. NOVI**)
SAD)
by Dušan Bajatović)
and Igor Elkin)

Signature

Name (block capitals) **DUŠAN BAJATOVIĆ**
Director

Signature

Name (block capitals) **IGOR ELKIN**
Director

SIGNED on behalf of [·])
by [·])
)

Signature

Name (block capitals) [·]
[·]