

DATED

20[◆]

(1) ICGB AD

- and -

(2) [NETWORK USER]

**GAS TRANSPORTATION
AGREEMENT**

relating to
the transportation of natural gas through the
Interconnector Greece - Bulgaria

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THIS GAS TRANSPORTATION AGREEMENT is made on

20[◆]

BETWEEN:

- (1) **ICGB AD** a company existing under the laws of the Republic of Bulgaria, having its registered address at 13 Veslets Street, 1000 Sofia, Bulgaria, registered in the Commercial Register at the Registry Agency under the number UIC 201383265, with the seat and management address at 13 Veslets Street, 2nd floor, Sofia 1000, Republic of Bulgaria, VAT no. BG201383265 ("**ICGB**"); and
- (2) [◆], a company existing under the laws of [◆], having its registered address at [◆], registered with [◆] under the number [◆], VAT no. [◆] (the "**Network User**").

WHEREAS

- A ICGB will operate the gas interconnector between the Republic of Greece and the Republic of Bulgaria, to be known as the "Interconnector Greece-Bulgaria" ("**IGB Pipeline**"), for the interconnection, receipt and/or delivery of Gas.
- B [The Network User and ICGB have executed on [insert date] the ARCA in respect of the Reserved Capacity on [insert date].] **OR** [The Network User has successfully participated in an auction procedure for allocation of capacity on the IGB Pipeline on [insert date] and the Booked Capacity has been allocated to the Network User in such auction procedure.]
- C ICGB desires to provide, and the Network User desires to obtain, the Transmission Services under this GTA.

IT IS AGREED:

1. SCOPE OF AGREEMENT

- 1.1 The purpose of this GTA is to establish the respective reciprocal rights and obligations of the Parties concerning the Transmission Services on the IGB Pipeline in respect of the [Reserved Capacity] **OR** [Booked Capacity] and during the Transmission Period as further described in the GTA including ICGB's network code ("**INC**").
- 1.2 ICGB has issued the INC to set out the rights and obligations of ICGB and Network Users in relation to the transportation of Gas through the IGB Pipeline. The INC, as it may be amended by ICGB from time to time and promptly notified thereof to the Network User, is an integral part of this GTA. With the execution of this GTA, each of ICGB and the Network User undertakes to abide by and apply the provisions of the INC in relation to the [Reserved Capacity] **OR** [Booked Capacity].
- 1.3 In the event of any inconsistencies between the provisions of this GTA and the provisions of the INC, the provisions of the INC shall prevail.
- 1.4 Unless expressly stated otherwise in this GTA (including Schedules hereto), defined terms shall have the same meaning herein as they have in the INC.

2. EXEMPTED NETWORK USER AND NON-EXEMPTED NETWORK USER

- 2.1 [A number of provisions of the INC only apply to the Exempted Network Users. The Network User executed the ARCA with ICGB in respect of the Reserved Capacity and is therefore, in

respect of the Reserved Capacity, considered as the Exempted Network User under the INC.] **OR** [A number of provisions of the INC only apply to the Exempted Network Users. The Network User did not execute an advance reservation capacity agreement in respect of the Booked Capacity with ICGB, but the Booked Capacity has been allocated to it by way of an auction procedure. Consequently, the Network User shall not to be considered as the Exempted Network User under the INC and the INC provisions applicable to the Exempted Network Users shall not apply to the Network User.]

2.2 Exempted Network User shall comply with SCHEDULE 3: of this Agreement.

3. ENTRY INTO FORCE AND EARLY TERMINATION

3.1 This GTA shall become effective on the Signing Date, *provided that* applicable Credit Support requirements set in Article 31.1 of the INC have been fulfilled.

3.2 In the event that a positive Construction Start Decision is not made or has been revoked by [*to be inserted*] (or as otherwise agreed in writing by the Parties), this GTA may be terminated by ICGB by giving to the Network User one (1) month termination notice. In such case, the Parties shall be discharged from any further obligations or liabilities under this GTA, without prejudice to any rights, obligations or liabilities that have accrued up to the date of the GTA termination.

3.3 On expiry or termination of the Transmission Services Period, the [Annual Reserved Capacity] **OR** [Annual Booked Capacity] of the Network User under this GTA shall be automatically reduced to zero. Following any such automatic reduction of the [Annual Reserved Capacity] **OR** [Annual Booked Capacity], the Network User under this GTA shall be released from all rights, obligations and liabilities in respect of such capacity, except those that have accrued prior to the date of such expiry or termination.

4. [RESERVED CAPACITY] OR [BOOKED CAPACITY]

4.1 For the purpose of this GTA:

4.1.1 the Entry Point shall be at [*T-IP-TD-/IP/B-IP*] according to Article [5.3.1][5.3.2][5.3.4 (reverse flow)] of the INC;

4.1.2 the Exit Point shall be at [*T-IP/D-IP/B-IP*] according to Article [5.3.3][5.3.5][5.3.6 (reverse flow)]of the INC.

4.2 The Entry Point described in clause 4.1.1 will be the only Entry Point applicable in relation to this GTA. The Exit Point[(s)] described in clause 4.1.2 will be the [only] Exit Point[(s)] applicable to this GTA.

4.3 The [Annual Reserved Capacity as per ARCA] **OR** [Annual Booked Capacity] shall be equal to [*insert relevant amount particular to this GTA*] kWh/h/Y in each Contract Year.

4.4 The [Monthly Reserved Capacity] **OR** [Monthly Booked Capacity] shall be equal to [*insert relevant amount particular to this GTA*] kWh/h/Month in each Month.

4.5 [In accordance to the Annual Reserved Capacity, the Daily Reserved Capacity] **OR** [In accordance with the Annual Booked Capacity, the Daily Booked Capacity] shall be equal to [*insert relevant amount particular to this GTA*].

5. TRANSMISSION SERVICES

- 5.1 In consideration of the reciprocal commitments of the Network User and ICGB under this GTA (including the INC), within the operational limits of the Pipeline, ICGB shall, on each Gas Day of the Transmission Period, provide to the Network User the Transmission Services set out in sub-clauses 5.1.1 to 5.1.5 below in accordance with this GTA (including the INC):
- 5.1.1 make available the IGB Pipeline for transporting the Daily Quantity at the Entry Point according to this GTA for Nominations in accordance with Article 14 of the INC;
 - 5.1.2 receive and take delivery of a quantity of Gas up to the Daily Quantity according to Article 14.3 of the INC at the Entry Point, *provided that* such Gas meets the Entry Point Specification and the Gas pressure requirements set in sub-clause 6.2.1 below;
 - 5.1.3 transport sufficient quantity of Gas through the IGB Pipeline to meet the Confirmed Quantities at the Exit Point;
 - 5.1.4 make available a quantity of Gas equivalent to the Confirmed Quantities, up to the Daily Quantity, at the Exit Point(s), ensuring that the Gas made available at the Exit Point meets the Exit Point Specification; and
 - 5.1.5 provide certain administrative, reporting and related services, in accordance with the INC;

in each case subject to the rights of ICGB under the INC.

- 5.2 ICGB shall provide the Transmission Services to the Network User and shall perform its obligations under this GTA in accordance with the INC, the standard of a Reasonable and Prudent Party, and the framework of principles and procedures established under the Exemption Decision. ICGB shall not interrupt the Transmission Services other than in cases set out in the INC.
- 5.3 ICGB shall not take any Gas owned by the Network User from the IGB Pipeline. Fuel Gas, Line-pack Gas, Gas Losses and Unaccounted Gas will be bought or assumed by ICGB. ICGB shall maintain the Line-pack Gas between the Minimum Allowable Stock and the Maximum Allowable Stock, in accordance with the requirements set forth in Article 5.5.2 of the INC.
- 5.4 ICGB shall accept Gas at the Entry Point(s) and shall redeliver Gas at the Exit Point(s), so far as practicable, at an even hourly flow rate, within the Daily Quantity and the IGB Pipeline's operational limits, *provided that* the Entry Point Specification and the Entry Pressure requirements are met at the Entry Point. and the Exit Point Specification and the Exit Pressure requirements are met at the Exit Point.

6. NETWORK USER OBLIGATIONS

- 6.1 During the Transmission Services Period, the Network User shall pay all amounts under this GTA (including the INC) when such are due and payable.
- 6.2 The Network User shall, on each Gas Day during the Transmission Period:
- 6.2.1 to comply with Article 24.1 of the INC, including the relevant Entry Pressure.

- 6.2.2 make available at the Entry Point(s), at an hourly flow rate, the Confirmed Quantities that comply with the Entry Point Specification and the Entry Pressure requirements set in Article 24.1 of the INC, within the Daily Quantity;
- 6.2.3 Nominate the Gas Quantity in accordance with Article 14 of the INC;
- 6.2.4 off-take the Confirmed Quantities at the Exit Point(s), once ICGB has accepted its transport pursuant clause 5.1.2 above, *provided that* such Confirmed Quantities comply with the Exit Point Specification;
- 6.2.5 comply with any other provisions set out in the INC, including, without limitation, those related to:
- (a) congestion management procedures, in accordance with Article 16 of the INC;
 - (b) balancing regimes, in accordance with Article 18 of the INC;
 - (c) Nomination and Re-nomination rules, in accordance with Article 14 of the INC;
 - (d) ship-or-pay commitments, in accordance with Annex A (*Transmission Tariff Code*) of the INC;
 - (e) charges or compensation for Energy Imbalance in accordance with Article 18 of the INC; and
 - (f) procedures for normal operations and for publication of data regarding the operation of the IGB Pipeline and the availability of capacity, in accordance with Article 4 of the INC.

7. MONTHLY FEE

7.1 Monthly Fee

- 7.1.1 The Network User shall pay the Monthly Fee in accordance with Article 21 of the INC and calculated in accordance with article 6 of Annex A of the INC.
- 7.1.2 In particular, for the purpose of this GTA:

$$MF_n = MNC_n * (ENT_{FFF} + EXT_{FFF}) * (\alpha * I_i + \beta)$$

Where:

MF_n: means the Monthly Fee in € for the Month "nth" occurring in Year "ith";

i: means the Year "ith" numbered progressively from one (1) (i.e. COD) to twenty-five (25);

MNC_n: means the total Monthly Reserved Capacity or the total Monthly Booked Capacity in the "nth" Month expressed in kWh according to Final Transportation Balance determined pursuant to Article 18.9 of the INC;

ENT_{FFF} and **EXT_{FFF}**: mean the Transmission Tariffs for Firm Forward Flow (FFF) according to articles 4.1 and 5.1 of Annex A of the INC, expressed in €/kWh;

α : means the ratio (OPEX) / (OPEX + Depreciation + Capital Remuneration), calculated as average along the whole life time long for Net Reference Transmission Tariff calculation purposes as per Annex A of the INC;

β : means is equal to $1 - \alpha$;

I_i: means the ratio between the actual OPEX (OPEX_A) and the predicted OPEX_i in the same Year "ith" for Net Reference Transmission Tariff calculation purposes. OPEX_A will be subject to approval by the NRAs and declared by ICGB at the beginning of each Year "ith";

Year (Y): means a calendar period of 12 consecutive months starting on 1st January and ending on 31st December of each calendar year;

Capital Remuneration: means the Capital Remuneration pursuant to definition set in article 2 of Annex A of the INC;

Depreciation: means the depreciation pursuant to definition set in article 2 of Annex A of the INC.

7.1.3 Where MNC_n is less than or equal to 90% of [the Monthly Reserved Capacity] **OR** [Monthly Booked Capacity], for the purpose of invoicing under this GTA and the INC, the MNC_n will be considered equal to the [the Monthly Reserved Capacity] **OR** [Monthly Booked Capacity].

7.1.4 Where the sum of MNC_n in a Contract Year (according to the Final Transportation Balance) is less than or equal to ninety per cent (90%) of [the Annual Reserved Capacity] **OR** [the Annual Booked Capacity], i.e. the shipper is invoiced for 100% of [the Annual Reserved Capacity] **OR** [the Annual Booked Capacity] and the in this case the Annual Deficiency as defined in clause 8, will be set to zero (0).

7.1.5 The Monthly Fee shall be paid in accordance with Article 21 of the INC.

7.2 Charges for Energy Imbalance

Energy Imbalance will be calculated on a daily basis and charged once a Month, in accordance with Article 18.3 of the INC.

7.3 Each Energy Imbalance:

7.3.1 when negative, will be charged to the Network User each Gas Month at the Marginal Buy Price to be approved by the NRAs; or

7.3.2 when positive, will be compensated to the Network User at the Marginal Sell Price to be approved by the NRAs.

8. ANNUAL SHIP-OR-PAY PAYMENT

The Network User shall make the Annual Ship or Pay Payment when the sum of MNC_n in a Contract Year (according to the Final Transportation Balance) is more than ninety per cent (90%) of [the Annual Reserved Capacity] **OR** [the Annual Booked Capacity]. In that case, Annual Deficiency will be calculated as set in Article 21.4 of the INC and the Network User shall pay the following adjustment in $Year_{(i+1)}$:

$$SPA = AD_i * (ENT_{FFF} + EXT_{FFF}) * (\alpha * I_i + \beta)$$

Where:

SPA: means the Annual Ship or Pay Payment;

AD_i: means the Annual Deficiency as set in Article 21.4 of the INC.

9. TRANSFER

9.1 Subject to clauses 9.2 to 9.6 (inclusive), this GTA and any rights or obligations created hereunder may only be transferred by either Party only with the prior written consent of the other Party, *provided that*:

9.1.1 the transferring Party shall have the right to transfer its rights and obligations under this GTA if it has demonstrated to the reasonable satisfaction of the other Party that the transferee has sufficient financial and technical capability to exercise the rights and perform the obligations under this GTA that are the subject of the transfer to the standard of a Reasonable and Prudent Party;

9.1.2 the transferring Party shall not be released from any of its obligations under this GTA as have accrued up to the date of such transfer; and

9.1.3 the proposed transferee is not as at the date of transfer subject to Sanctions liability.

9.2 In the event that consent is granted pursuant to clause 9.1 or in the case of a transfer permitted under clauses 9.3 to 9.6 (inclusive), the transferee has to, as a condition to such transfer becoming effective, deliver to the non-transferring Party its written undertaking to be bound by and perform all obligations of the transferor under this GTA.

9.3 The Network User may transfer this GTA or any of its respective rights and obligations pursuant to this GTA without the consent of ICGB only to an Affiliate, *provided that* Network User Credit Support remains in place to support Affiliate's performance of the obligations under this GTA which are to be transferred to such Affiliate.

9.4 ICGB may transfer this GTA or any of its respective rights and obligations pursuant to this GTA without the consent of the Network User only by way of security transfer to any financial institution or other person, or their nominees, providing financing or refinancing of the IGB Pipeline or such operations of ICGB as are contemplated herein and in the enforcement of such security.

9.5 Nothing in this clause 9 shall affect the right of the Network User:

9.5.1 to transfer all or part of its capacity to another Network User having a gas transportation agreement with ICGB; and/or

- 9.5.2 to sublet all or part of its capacity to a Third Party in accordance with the INC.
- 9.6 The Party that transfers its rights and obligations under this clause 9 shall remain liable for the obligations of the transferee, unless:
- 9.6.1 the transferee delivers to the non-transferring Party its written unconditional and irrevocable undertaking to be bound by and perform all obligations of the transferor under this GTA; and
- 9.6.2 the transferring Party shall have demonstrated to the reasonable satisfaction of the other Party that the transferee has sufficient financial and technical capability to exercise the rights and perform the obligations under this GTA that are the subject of the assignment or transfer to the standard of a Reasonable and Prudent Party.
- 9.7 The transfer of this GTA implies the transfer of, and acceptance to abide by the terms and conditions set out in, the INC.

10. CREDIT SUPPORT

The Network User Credit Support requirements are set forth in Article 31 of the INC.

11. NOTICES

- 11.1 All notices under this GTA shall be sent to a Party at its postal address, facsimile number or E-mail address, marked for the attention of the individual as set out below:

Notice to ICGB:

Attention: [◆]
Address: 13 Veslets Street, 1000 Sofia, Bulgaria
Telephone: [◆]
Facsimile: [◆]
E-mail: [◆]

Notice to the Network User:

Attention: [◆]
Address: [◆]
Telephone: [◆]
Facsimile: [◆]
E-mail: [◆]

- 11.2 Changes to the details to be notified in accordance with the terms of clause 11.1 and become effective fourteen (14) Days from the date of sending.

12. CONFIDENTIALITY

- 12.1 Except as expressly permitted by this clause 12, each Party undertakes to keep confidential (with the level of care and attention which is not less than that used to protect its own confidential information and documentation) and not to disclose Confidential Information during the term of this GTA and for a period of two years after the termination or expiry of this GTA to any Person not a Party to this GTA, without prior written consent of the other Party.

- 12.2 A Party may disclose Confidential Information to the extent such information:
- 12.2.1 is already in possession of the public or becomes available to the public other than through the act or omission of such Party or of any other Person to whom Confidential Information is disclosed pursuant to this GTA;
 - 12.2.2 is required to be disclosed by such Party and/or an Affiliate of such Party by Applicable Law, by an order, decree, regulation, by order of a court of competent jurisdiction or a competent judicial, governmental, supervisory or regulatory body, or the rules of a stock exchange on which the securities of the Party or its Affiliate are listed, *provided that* such Party shall use reasonable endeavours to limit the disclosure as far as is reasonably practicable and to give the other Party prompt notice before such disclosure;
 - 12.2.3 is acquired independently from a Third Party that represents that it has the right to disseminate such information free from confidentiality obligation at the time it is acquired by such Party; or
 - 12.2.4 is developed by such Party independently of the Confidential Information received from the other Party.
- 12.3 A Party may disclose Confidential Information without the other Party's prior written consent to an Affiliate if and to the extent such disclosure is necessary for the purposes of performing this GTA and in such a case the disclosing Party is responsible for ensuring that the Affiliate complies with the terms of this clause 12 as if it were a party to this GTA.
- 12.4 A Party may disclose Confidential Information without the other Party's prior written consent to any of the following persons:
- 12.4.1 employees, officers and directors of the disclosing Party or an Affiliate in order to enable such Party and/or an Affiliate to perform its obligations under this GTA;
 - 12.4.2 a professional adviser retained by such Party or an Affiliate in order to enable such Party and/or an Affiliate to perform its obligations under this GTA;
 - 12.4.3 a bona fide prospective transferee of a Party's rights and/or obligations under this GTA (including a prospective transferee with whom a Party and/or its Affiliates are conducting bona fide negotiations directed toward a merger, consolidation, or the sale of a majority of its or an Affiliate's shares), and any professional adviser retained by such prospective transferee, in order to enable such transferee to assess such Party's rights and obligations under this GTA;
 - 12.4.4 any bank or financial institution proposing to finance such Party and/or an Affiliate and/or to provide project finance in relation to the IGB Pipeline, including any professional adviser retained by such bank or financial institution;
 - 12.4.5 the operator of any connecting entry-exit system upstream of the Entry Point(s) or downstream of the Exit Point(s), to the extent such disclosure is necessary for the purposes of performing this GTA or any applicable interconnection agreement or interoperability agreement;
 - 12.4.6 any arbitrator to which any dispute between the Parties has been referred; or

12.4.7 any competent court of law, governmental authority or other authority (or any political subdivision of any of the foregoing) having jurisdiction over any of the Parties or any shareholder of any of the Parties (or any Affiliate of any of the Parties or an Affiliate of a shareholder of any of the Parties), *provided that* such body has authority to require such disclosure and that such disclosure is made in accordance with the requests of that authority,

and, in the case of a disclosure proposed to be made pursuant to clauses 12.4.1 to 12.4.6, the disclosing Party shall first obtain an undertaking of strict confidentiality and nondisclosure to use the Confidential Information solely for the stated purpose from the Person to whom the Confidential Information is proposed to be disclosed on terms substantially the same as contained in this clause 12, enforceable by either Party, and such Party shall ensure that such Person complies with the terms of such undertaking.

12.5 If disclosure of any Confidential Information is required by Applicable Law, by an order, decree, regulation, by order of a court of competent jurisdiction or a competent judicial, governmental, supervisory or regulatory body, or the rules of a stock exchange on which the securities of the Party or its Affiliate are listed, the Party required to make such disclosure shall, prior to any such disclosure, promptly consult with the other Party in connection with the relevant disclosure requirement and shall take into due account the other Party's reasonable requests as to the timing, content and manner of any such disclosure. The Party required to make such disclosure shall only disclose such Confidential Information that is strictly required to disclose, and shall use all reasonable endeavours to ensure that, to the maximum extent possible, confidential treatment is granted to the disclosed Confidential Information.

12.6 This clause 12 shall remain in full force and effect after the expiry or termination of this GTA (for whatever reason).

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 This GTA (including the arbitration agreement contained in it) and any non-contractual obligations arising out of or in connection with this GTA shall be exclusively governed by, and construed in accordance with the laws of England and Wales, excluding any rules or principles, including any rules on conflicts of laws, that would require application of the laws of another jurisdiction to this GTA or any matter arising under this GTA. For the avoidance of doubt, mandatory provisions of relevant Applicable Law (Bulgarian, respectively Greek) shall apply.

13.2 If a Dispute arises, the Parties agree that management from each Party (with due regard to conflicts of interest impacting individual members of such management) shall meet and negotiate in good faith to seek a resolution to such Dispute. If negotiations do not resolve the Dispute:

13.2.1 with respect to matters to be determined by the Expert, within two (2) months of the date of submission of notice of Disputed Amount; and

13.2.2 with respect to any other Dispute, within thirty (30) Days of the first date that a Party gave written notice to the other Party of such Dispute,

then either Party may submit such Dispute to arbitration pursuant to clause 13.3 or to Expert determination in accordance with schedule (as applicable).

13.3 All disputes arising out of or in connection with the GTA which are not resolved by good faith negotiations pursuant to clause 13.2 (other than a matter which is required to be referred to Expert determination pursuant to SCHEDULE 2: of this GTA) shall be finally settled under

the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**") by three (3) arbitrators appointed in accordance with the ICC Rules.

- 13.4 The language to be used in the arbitral proceedings shall be English.
- 13.5 The juridical seat of the arbitration shall be Vienna, Austria.
- 13.6 The provisions of this GTA relating to arbitration shall continue in force notwithstanding its termination.

14. MISCELLANEOUS

- 14.1 Except as otherwise expressly set out in this GTA, a person who is not a party to this GTA has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this GTA.
- 14.2 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 ICGB or the Network User of any obligation under this GTA.
- 14.3 If one or more provisions of this GTA shall be invalid or unenforceable, the validity and enforceability of the other provisions of this GTA shall not be affected. In such case the invalid or unenforceable provision shall be deemed to have been replaced by such valid and enforceable provision or provisions that reflect as closely as possible the commercial intention of the Parties as regards the invalid or unenforceable provision.
- 14.4 Each Party recognises and acknowledges that this GTA forms a commercial transaction, and that its rights and obligations under this GTA are of a commercial and not a governmental nature. To the fullest extent not prohibited by the law governing this GTA, each of the Parties hereby irrevocably waives for itself and its assets, any and all immunities from jurisdiction, from enforcement and for any other purpose whatsoever.
- 14.5 All provisions of this GTA which are expressly or by implication to come into or continue in force and effect after the expiration or termination of this GTA, including without limitation the provisions of clause 12, shall remain in effect and be enforceable following such expiration or termination, subject to any applicable statute of limitations.
- 14.6 A waiver of any right or remedy under this GTA or by Applicable Law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. Failure, delay or neglect by ICGB to enforce at any time any of the provisions of this GTA or to exercise any right or remedy provided under this GTA or by Applicable Law shall not be construed as nor be deemed to be waiver of that or any other right or remedy, nor shall it prevent or restrict any further enforcement of that provision or any other provision or exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this GTA or by Applicable Law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.7 Changes and amendments to this GTA must be made in writing in order to be valid. This shall also apply to any amendment of this requirement for written form. Without limiting the generality of foregoing, the Parties confirm that an amendment which result from Article 16.3.15 of the INC shall be deemed an amendment to this GTA that complies with the requirements of this clause 14.

- 14.8 This GTA constitutes the entire agreement between the Parties in relation to the use of and access to the IGB Pipeline and, with the exception of ARCA, supersedes, extinguishes and renders of no legal effect all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.9 Nothing in this GTA is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.
- 14.10 This GTA is drafted in the English language. If this GTA is translated into any other language, the English language version shall prevail.
- 14.11 This GTA may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparty shall together constitute one agreement.

Signed as an agreement for and on behalf of
ICGB AD

)
)

Signature

Name (block capitals)



Signed as an agreement for and on behalf of
[NETWORK USER]

)
)

Signature

Name (block capitals)



SCHEDULE 1: DEFINITIONS AND INTERPRETATION

Unless otherwise defined in this GTA (including schedules hereto) or the INC, the following terms shall have the following meanings:

"Confidential Information" means the terms of this GTA and all information and data of whatever nature, which any Party may from time to time receive or obtain (orally or in written or electronic form) as a result of negotiating, entering into, or performing its obligations pursuant to this GTA (including geological, geophysical and engineering data, maps, models and interpretations, and commercial, contractual and financial information), and which:

- (a) relates in any manner to this GTA or any other agreement or arrangement contemplated by this GTA;
- (b) concerns the business, finances, assets, liabilities, dealings, transactions, know-how, customers, suppliers, processes or affairs of the other Party; or
- (c) is expressly indicated to be confidential or is imparted by one Party to the other in circumstances creating an obligation of confidence and/or non-disclosure;

"Construction Start Decision" means the decision of the shareholders of ICGB on the start of construction of the IGB Interconnector;

"First Window Period" means the period between [the dates to be determined by the ICGB and timely notified to the Network User].

"GTA" means this gas transportation agreement entered into between the Network User and ICGB for the provision of the Transmission Services, as amended and/or restated from time to time;

"ICC Rules" has the meaning given to it in clause 13.3;

"INC" means the ICGB's Network Code of the Natural Gas transportation facilities of the IGB Pipeline, as amended from time to time;

"Parties" means ICGB and the Network User (including their successors and permitted transferees) and **"Party"** shall mean one of them;

"Second Window Period" has the meaning given to it in section 1 of SCHEDULE 3: ;

"Third Window Period" has the meaning given to it in section 2 of SCHEDULE 3: ;

"Transmission Period" means the period of performance of the Transmission Services under this GTA, starting on the Signing Date and ending on [insert details for the particular GTA] ("**Termination Date**") (including any extensions thereto), or the first date on which the Nominated Annual Booked Capacity is reduced to zero, if earlier.

1. In this GTA:

- 1.1 a reference to a clause, paragraph or Schedule is, unless stated otherwise, a reference to a clause or paragraph of, or Schedule to, this GTA;
- 1.2 a reference to a **"person"** includes any individual, company, corporation, firm, partnership, joint venture, association, state, state agency, institution, foundation or trust (whether or not having a separate legal personality);

- 1.3 reference to one gender is a reference to all or any genders, and references to the singular include the plural and *vice versa*;
- 1.4 a reference to "**including**" or "**includes**" does not limit the scope of the meaning of the words preceding it.
2. References to "**Fuel Gas**" shall only apply to the extent that there is a Compressor Station.

SCHEDULE 2: EXPERT DETERMINATION

This SCHEDULE 2: sets out the agreement of the Parties with respect to the resolution by Expert determination of certain matters arising under this GTA.

1. In the event that:
 - 1.1 a disputed invoice has not been agreed in writing by the Parties within two (2) months (as contemplated in clause 13.2) of a notice of a Disputed Amount submitted pursuant to clause 13; or
 - 1.2 an Expert determination request is made pursuant to clause 13.6,

then the matter shall be submitted to administered expertise proceedings in accordance with the Rules for Expertise of the International Chamber of Commerce (the "**Expertise Rules**") in the version in force as from 1 January 2003 (unless all of the Parties agree in writing to apply a later version of the Expertise Rules). There shall be a sole expert (the "**Expert**").
2. Notwithstanding paragraph 1, expertise proceedings hereunder may be commenced at any time prior to the expiry of the applicable time period indicated in paragraph 1, if the Parties so agree in writing.
3. Subject to paragraph 5 below, expertise proceedings hereunder shall be commenced by the submission to the International Centre for Expertise (the "**Centre**") of the International Chamber of Commerce, jointly by the Parties, of a "**Request for Administration**" (as defined in the Expertise Rules) (a "**Joint Request**").
4. Such Joint Request shall include the Parties' joint nomination (for confirmation by the Centre pursuant to Article 9(5)(d) of the Expertise Rules) of their preferred Expert from the following agreed list of Expert candidates (the "**List**"):
 - 4.1 [name] [address]
 - 4.2 [name] [address]
 - 4.3 [name] [address]
5. If a Joint Request is not submitted to the Centre within 14 Days of the expiry of the period of 5 months from the date of:
 - 5.1 the notice of Disputed Amount; or
 - 5.2 where all of the Parties agree in writing pursuant to paragraph 2 above, within 14 Days of the date of such agreement,

expertise proceedings hereunder shall be commenced by the submission to the Centre, unilaterally by any Party, of a Request for Administration (a "**Unilateral Request**").
6. Such Unilateral Request shall nominate a preferred Expert from the List and shall request the appointment of such Expert pursuant to Article 9(5)(d) of the Expertise Rules.
7. If for any reason the candidate nominated in a Joint Request or Unilateral Request (as the case may be) is unable or unwilling to accept appointment, an alternative Expert shall be appointed

by the Centre from the candidates included in the List unless none of these accepts appointment, in which case the Centre shall make the appointment otherwise than from the List.

8. Where (1) more than one Request for Administration has been submitted to the Centre pursuant to this SCHEDULE 2: on a similar matter, and (2) an Expert has not already been confirmed or appointed pursuant to any such Request for Administration, the Centre shall consolidate the expertise proceedings into a single procedure and shall appoint an Expert from the candidates included in the List, without regard to any nomination. If none of the candidates included in the List accepts appointment, the Centre shall make the appointment otherwise than from the List.
9. Unless otherwise agreed in writing by all of the Parties:
 - 9.1 no Request for Administration may be submitted to the Centre pursuant to this SCHEDULE 2: after an Expert has been confirmed or appointed pursuant to this SCHEDULE 2: ; and
 - 9.2 any Request for Administration submitted to the Centre purportedly pursuant to this SCHEDULE 2: after an Expert has been confirmed or appointed pursuant to this SCHEDULE 2: shall be of no effect and shall not be processed by the Centre.
10. In all cases, the Centre shall endeavour to confirm or appoint the Expert within 10 Days of the date on which expertise proceedings pursuant to this SCHEDULE 2: are first commenced (provided always that a confirmation or appointment made after the expiry of such period of 10 Days shall not be invalidated by reason thereof).
11. Any Request for Administration shall specify:
 - 11.1 in the case of a matter referred to the Expert pursuant to paragraph 1.1:
 - 11.1.1 a copy of the original invoice and the notice; and
 - 11.1.2 a copy of the notice of Disputed Amount,
 - 11.2 in the case of a matter referred to the Expert pursuant to paragraph 1.2 and clause 13.6, the details of the relevant change in tax and details of the impact of such change in tax on ICGB.
12. The Parties shall promptly pay all amounts payable to the Centre pursuant to and in accordance with Article 14 of the Expertise Rules.
13. The language to be used in the expertise proceedings shall be English. The Expert may order that any documents submitted in a language other than English be accompanied by an English translation.
14. The place where the expertise proceedings shall be conducted shall be London.
15. The Expert shall act as an expert and not as an arbitrator.
16. The Expert, after consulting the Parties, may adopt such procedural measures as the Expert considers appropriate, *provided that* such measures are not contrary to this SCHEDULE 2: or any other agreement of the Parties and the Expertise Rules.
17. Each Party shall be given the opportunity to make written submissions to the Expert (a copy thereof to be provided simultaneously to all other Parties), subject always to the Expert's ability to limit the number of written submissions.

18. Unless otherwise agreed in writing by all of the Parties, the Expert shall convene at least one but not more than two oral hearings, to be attended by all of the Parties. If any of the Parties, although duly summoned, fails to appear without valid excuse, the Expert shall have the power to proceed with the oral hearing(s). All oral hearings shall be audio-recorded and a copy of such recording shall be promptly provided to each Party.
19. The Expert may, at the request of one or more of the Parties or on the Expert's own motion, require statements and/or appearances by Party witnesses.
20. The Expert may, at the request of a Party or on its own motion, allow or require submission of documents or other information in a Party's possession or control. The Expert may, at the request of a Party or on its own motion, inspect or require the inspection of any site, property, product or process as it deems appropriate.
21. Save for submissions made at an oral hearing convened by the Expert, any other communications between any Party and the Expert shall be made in writing and a copy thereof shall be provided simultaneously to all other Parties.
22. The Expert's determination shall determine only the Disputed Amount. In making the determination, the Expert shall ensure that, the Disputed Amount determined is/are within the range of the estimates submitted to the Expert by the Parties, the Expert's determination shall be made on the basis of (a) the information presented to the Expert by the Parties, (b) the Expert's own expertise and (c) any other information which the Expert considers to be relevant.
23. If an Expert is to be replaced pursuant to the Expertise Rules, in exercising its discretion pursuant to Article 11(5) of the Expertise Rules the Centre shall endeavour to appoint the replacement Expert from the List.
24. The Expert's determination shall be made in a signed written report setting out reasons. The Expert shall submit the written report to the Parties in draft form before it is signed, solely for the purpose of enabling the Parties to propose the correction of any perceived manifest error in the draft report. Each Party shall have seven (7) Days from the date on which it receives such draft to explain in writing to the Expert (copied to the other Parties) any perceived manifest error in the draft. The Expert shall proceed to sign the written report (incorporating, at the Expert's sole discretion, any corrections the Expert considers appropriate) within 14 Days of submitting the draft report to the Parties.
25. The Parties hereby expressly and irrevocably request (for the purposes of Article 12(7) of the Expertise Rules) the Centre to waive each of the requirements laid down in Article 12(6) of the Expertise Rules.
26. The Expert's determination shall be final and binding on the Parties and the Parties hereby undertake to implement and comply with the Experts determination without delay. The Parties hereby waive, to the extent permitted by law governing this GTA, any rights of recourse to any courts, or to any arbitral tribunal, they may otherwise have to challenge the Expert's determination. Any dispute, controversy or claim regarding an alleged failure to implement and/or comply with the Expert's determination shall be resolved by arbitration in accordance with clause 13 of this GTA.
27. The Expert and the Centre shall endeavour to ensure that the Expert's determination is notified to the Parties within six (6) months of the Request for Administration (or, where all of the Parties agree in writing pursuant to paragraph 2 above, within three (3) months of the date of such milestone or notice), provided however that the Parties hereby agree that the notification

of the Expert's determination after the expiry of such period shall not invalidate the expertise proceedings or the Expert's determination.

28. The Expert's determination shall order that: (1) the fees and expenses of the Expert; and (2) the administrative expenses of the Centre, be apportioned between the Parties in whatever proportions the Expert thinks fit, taking into account such circumstances as the Expert considers relevant, including the extent to which each Party has conducted the expertise proceedings in an expeditious and cost-effective manner. Each Party shall bear its own legal and other costs and expenses incurred for the purposes of the expertise proceedings.
29. Save insofar as necessary in order to implement and enforce any aspect of the expertise proceedings, the Parties, the Expert and the Centre shall keep confidential: (1) the existence and nature of the expertise proceedings, (2) all documentation and information provided for the purpose of the expertise proceedings, and (3) the Expert's determination.
30. The Parties agree to release any and all information held confidential between them as may be required for the purpose of the expertise proceedings.
31. If, at any time before the Expert's determination is made, all of the Parties agree in writing on a settlement in respect of all of the matters referred to the Expert for determination, the Parties shall notify the Centre and the Expert in writing of such settlement forthwith and the expertise proceedings shall be terminated without the Expert making any determination. If, at any time before the Expert's determination is made, all of the Parties agree in writing on a settlement in respect of some but not all of the matters referred to the Expert for determination, the Parties shall notify the Centre and the Expert in writing of such settlement forthwith and the Expert's mission (as referred to in Article 12 of the Expertise Rules) shall be modified accordingly.
32. Each of the Parties hereby waives any right to refer to arbitration (whether pursuant to this GTA or any other agreement between the Parties) any matter which pursuant to this GTA is required to be submitted to Expert determination.

SCHEDULE 3: COMMERCIAL OPERATION DATE (COD)

The provisions of this SCHEDULE 3: shall apply only to Exempted Network Users.

The COD shall be determined under this SCHEDULE 3: unless ICGB and all Exempted Network Users otherwise unanimously agree in writing:

Section 1: First Window Period

At least [*to be inserted*] Days before the commencement of the First Window Period, ICGB shall give notice to all Exempted Network Users of the [*to be inserted*]-Day period falling within the First Window Period during which the COD shall happen (the **Second Window Period**). In the absence of a notice being given by ICGB under this section 1, the COD shall be the last Day of the First Window Period.

Section 2: Notice to Network Users of Second Window Period

At least [*to be inserted*] Days before the commencement of the Second Window Period, ICGB shall give notice to all Exempted Network Users of a [*to be inserted*]-Day period falling within the Second Window Period during which the COD shall happen (the **Third Window Period**). In the absence of notice being given by ICGB under this section 2, the COD shall be the last Day of the Second Window Period.

Section 3: Notice to Network Users of Third Window Period

At least [*to be inserted*] Days before the commencement of the Third Window Period, ICGB shall give notice to all Exempted Network Users of the COD, which shall fall within the Third Window Period. In the absence of a notice being given by ICGB under this section 3, the Start-up Date shall be the last Day of the Third Window Period.

Section 4: Unavailability of Transmission Services at COD

If the Transmission Services are not, or are only partly, available on the scheduled COD (in accordance with the funnelling procedure described above) (other than due to a Force Majeure Event), the Exempted Network User shall be relieved of its obligation to pay the Monthly Fee, *pro rata* for the duration of such unavailability.

Section 5: Shift of COD due to a Force Majeure Event

Should a Force Majeure Event occur pursuant to Article 32 of the INC, which adversely affects the ability to reach COD, ICGB shall have the right (but not the obligation) to extend the applicable window period by the number of Days equal to the duration of the effects of the Force Majeure Event.