

Riga

Digital timestamp

Joint stock company "Conexus Baltic Grid", registration No. 40203041605, (hereafter – Conexus Baltic Grid) represented by the Chairman of the board _____ and Member of the board _____, acting in accordance with the articles of association of Conexus Baltic Grid, on the one hand, and

_____, registration No. _____, (hereafter – the System User) represented by _____, acting in accordance with _____, on the other hand,

hereinafter each separately referred to as “Party”, and together referred to as “Parties”

taking into account:

- a) that Conexus Baltic Grid has entered into a REMIT reporting service agreement with Solien S.r.o. for the provision of partial information on the amount of natural gas stored in the Inčukalns underground gas storage (hereafter – IUGS) facility (hereinafter - the stocks);
- b) that Conexus Baltic Grid has entered REMIT reporting service contracts with European gas infrastructure organization AISBL on provision of partial information about natural gas stocks in IUGS;
- (c) that in accordance with Regulation (EU) No 1227/2011 of 25 October 2011 on wholesale energy market integrity and transparency (hereafter – REMIT Regulation) and Commission Implementing Regulation (EU) 1348/2014 of 17 December 2014 on data reporting in implementation of Article 8(2) and Article 8(6) of the REMIT Regulation (hereinafter - the Implementing Regulation), the System User shall regularly provide information on that System User’s natural gas stocks in IUGS within the framework of the REMIT reporting obligation; have entered into the following agreement (hereafter – the Agreement):

1. Subject of the Agreement, Rights and Obligations of the Parties

1.1. The System User requests and Conexus Baltic Grid, within the framework of REMIT reporting services, undertakes to provide information about the amount of System User’s stocks of natural gas System User has stored in IUGS at the end of the gas day (hereinafter - Service).

1.2. The System User pays Conexus Baltic Grid for the Service in accordance with the procedure, term and amount specified in the Agreement.

1.3. Conexus Baltic Grid provides the Service in accordance with the provisions of the REMIT Regulation and the Implementing Regulation, for example, every working day no later than four (4) hours before the deadline specified in the Implementing Regulation.

1.4. Conexus Baltic Grid submits reports to the System User upon the System User’s request (in .pdf format or in another format at the discretion of Conexus Baltic Grid), at least three (3) days in advance, on reported data of the System User’s natural gas stocks in IUGS in accordance with the REMIT Regulation and Implementing Regulation and to the extent specified by Conexus Baltic Grid.

2. Payment for the service

2.1. The System User pays Conexus Baltic Grid EUR 200.00 (two hundred euro zero cents) (excluding VAT) per month in accordance with the invoice issued by Conexus Baltic Grid for the provided Service.

2.2. The System User pays for the Service provided in the previous month by making a bank transfer to Conexus Baltic Grid no later than within 15 (fifteen) days from the date of receipt of the invoice. The invoice is considered received on the day it is sent. Conexus Baltic Grid sends an invoice to the System User for the Service provided in the previous month not later than by the 10th (tenth) date of the respective month.

2.3. The Parties agree that all invoices for the Service are issued electronically and sent to the System User to the following e-mail address: email@domain.xx. The Parties agree that invoices issued in accordance with the Agreement will be valid without a signature.

2.4. System User is obliged to pay for the Service in full, even if the System User's stocks of natural gas in IUGS amount to zero.

3. Liability of the parties

3.1. In case of System User delaying the payment referred to in Clause 2.2, the System User pays Conexus Baltic Grid default interest in the amount of 0,5% of the unpaid amount for each day of delay, but not more than 10% of the outstanding amount.

3.2. In case of the System User delaying the payment referred to in Clause 2.2 by 30 days or more, Conexus Baltic Grid has the right to terminate the provision of the Service until the full date of payment of the outstanding amount.

3.3. In case of Conexus Baltic Grid not complying with deadlines and amounts of information specified in the Agreement (except in the case specified in Clause 3.2 of the Agreement), Conexus Baltic Grid is not entitled to issue an invoice for the Service provided in the respective month and the System User is not obliged to pay for Services provided in that month.

3.4. Each Party shall be solely liable only for the direct material damage caused to the other Party due to its illegal action/inaction, including failure to comply with this Agreement and failure to fulfil the Party's obligations.

4. Force majeure circumstances

4.1. The Parties shall be released from liability for full or partial non-performance of the obligations specified in the Agreement, if such non-performance is due to force majeure caused by an accident or catastrophe that could not have been foreseen or prevented. Force majeure is an event - natural disasters, floods, fire, earthquakes and other disasters, such as war and hostilities or strikes, which are beyond the control of the Parties and which the Parties could not have foreseen.

4.2. The Party affected by the force majeure shall inform the other Party in writing, stating the time limit for performance of the obligations, within three days of the occurrence of the force majeure and the notification shall be accompanied by a certificate from the competent authority confirming the force majeure, if available, as well as a description of the circumstances of force majeure.

5. Final provisions

5.1. The agreement enters into force on the day of its mutual signing. - The term of the Agreement is not limited.

5.2. The Parties may terminate the Agreement at any time by written agreement. Either Party has the right to terminate the Agreement unilaterally by notifying the other Party at least one month in advance. Termination of the Agreement does not release the Parties from the obligation to fully perform all obligations assumed during the term of the Agreement.

5.3. Each Party shall keep in confidence all information concerning this Agreement, irrespective the information is market as confidential or not; or it should be understood to be confidential based on receiving Party's position or experience. A Party may not use or disclose such information or disclose to a third party, except for relevant authorities as required under the law in the respective country, without other Party's written approval.

5.4. The confidential information within the meaning of this Agreement shall be considered information exchanged between the Parties in oral, written or in some other permanent (including electronic) form in connection with this Agreement as well as information disclosed orally by the Party during the negotiations of this Agreement.

5.5. This Agreement and its provisions, as well as the legal relations of the Parties, which are not regulated by the Agreement, are regulated in accordance with the provisions of the legal acts of the Republic of Latvia.

5.6. All disputes between the Parties related to the performance of the Agreement shall be settled through negotiations between the Parties. If the Parties are unable to resolve disputes by negotiation or correspondence within one month, the disputes shall be resolved in court in accordance with the procedures specified in the legislation of the Republic of Latvia.

5.7. Neither Party shall be entitled to transfer, in whole or in part, the rights or obligations arising from this Agreement to third parties without the prior written consent of the other Party.

5.8. The Agreement may be amended or supplemented only by written agreement of the Parties. All amendments and additions shall be annexed to the Agreement and shall form an integral part thereof and shall enter into force upon signature by both Parties.

5.9. The basic terms of the Agreement shall not be changed during the term of the Agreement, except for such changes of the Agreement that do not contradict the principles and objectives of its conclusion.

5.10. This Agreement is drawn up and signed in English on 3 (three) pages.

5.11. This Agreement is signed with a secure electronic signature and the date of signing the Agreement is the date of the timestamp of the last attached secure electronic signature of a representative of a Party.

6. Signatures and information of the parties

Joint stock company
"Conexus Baltic Grid"
Address: Stigu Street 14, Riga,
Latvia, LV-1021
Reg. No. 40203041605
VAT no. LV40203041605
Bank: " Swedbank " AS
SWIFT: HABALV22
IBAN: LV08HABA0551042978827

Address: _____

Reg. No. _____
VAT no. _____
Bank: _____
SWIFT: _____
IBAN: _____

(signature *)
_____, Chairman of the Board

(signature *)
Name, Last name, Title

(signature *)
_____, Member of the Board

* This Agreement is signed with a secure electronic signature