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**ALEXANDROUPOLIS TERMINAL  
CAPACITY EXCHANGE AGREEMENT**

**- SALE OF CEA SENDOUT<sup>1</sup> -**

by and among

**[●]**

as Original User

and

**[●]**

as Capacity Exchange User

and

**Gastrade S.A.**

as Terminal Operator

Dated **[●]**

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<sup>1</sup> This CEA is to be used for the sale of CEA Sendout, being AP Daily Planned Sendout or Spot Daily Planned Sendout, as the case may be. The seller may be a Long-Term User or a Spot Cargo User. The buyer may be a Long-Term User, a Spot Cargo User or a third party (i.e. a party that is not yet an existing User of the Terminal).

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**ANNEXES:**

Annex 1            Template Terms and Conditions of Sale

**THIS CAPACITY EXCHANGE AGREEMENT (SALE OF CEA SENDOUT)** is made on [●]

**BY AND AMONG:**

- (1) [●], a [●] incorporated under the laws of [●] with its principal office at [●] (“**Original User**”)<sup>2</sup>;
- (2) [●], a [●] incorporated under the laws of [●] with its principal office at [●] (“**Capacity Exchange User**”)<sup>3</sup>; and
- (3) **Gastrade S.A.**, a company incorporated under the laws of Greece with its principal office at 197, Kifissias Ave. & 40-42 Anavryton Str., Maroussi, PC 151 24, Athens, Greece (“**Terminal Operator**”),

together, the “**Parties**” and each a “**Party**”.

**RECITALS**

- (A) Terminal Operator owns and administrates the Terminal capable of performing the Service;
- (B) Terminal Operator and Original User have entered into a [Terminal Use Agreement][Spot Cargo Agreement]<sup>4</sup>, pursuant to which Original User may, from time-to-time, sell part or all of its CEA Sendout<sup>5</sup>; and
- (C) Capacity Exchange User wishes to purchase from Original User, and Original User wishes to sell to Capacity Exchange User, part or all of Original User’s CEA Sendout under the terms hereof.

In furtherance of the foregoing, the Parties agree as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

**1.1 Definitions**

Unless the context requires otherwise, this Agreement incorporates terms defined in the Terminal Access Code. In addition, the terms and expressions set forth below shall have these meanings:

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<sup>2</sup> Original User may be a Long-Term User or a Spot Cargo User.

<sup>3</sup> Capacity Exchange User may be an existing User of the Terminal (i.e. a Spot Cargo User or Long Term User) or a third party that will become a new User of the Terminal.

<sup>4</sup> Original User to select relevant agreement and delete other agreement.

<sup>5</sup> Being AP Daily Planned Sendout sold by a Long-Term User or Spot Daily Planned Sendout sold by a Spot Cargo User.

**“Affected Party”** has the meaning given in clause 5.2;

**“Agreement”** means this agreement, excluding the Annex;

**“Capacity Exchange Fee”** has the meaning given in clause [9.2] of the Tariff Code.

**“Capacity Exchange User”** has the meaning given in the preamble;

**“Contract Price”** means the price, expressed in Euros per kWh, for Regasified LNG sold as Daily Planned Sendout, as set forth in the Terms and Conditions of Sale;

**“Effective Date”** means the date on which this Agreement has been duly executed by the Parties;

**“Force Majeure”** has the meaning given in clause 5.2;

**“Original Quantity”** has the meaning given in clause 3.1;

**“Original User”** has the meaning given in the preamble;

**“Party”** has the meaning given in the preamble;

**“Term”** has the meaning given in clause 2.2;

**“Terminal Operator”** has the meaning given in the recitals; and

**“Terms and Conditions of Sale”** means the terms and conditions of sale to be entered into between Capacity Exchange User and Original User, a template for which is attached hereto as Annex 1.

## **1.1 Interpretation**

Clause 2.2 (Interpretation) of the Terminal Access Code shall apply to this Agreement *mutatis mutandis*, and except to the extent the context requires otherwise:

- (a) references in this Agreement to any clause or Annex is to the relevant clause or annex of this Agreement, unless otherwise stated; and
- (b) the recitals and the headings of the clauses of this Agreement are for convenience only and shall not be used in the construction or interpretation of this Agreement.

## **2. EFFECTIVENESS; TERM; CONSENT**

### **2.1 Effectiveness**

This Agreement shall come into effect and commence on the Effective Date.

**2.2 Term**

The term of this Agreement (“**Term**”) shall be the period commencing on the Effective Date<sup>6</sup> and ending on [*the final date on which Daily Planned Sendout is sold hereunder*].

**2.3 [Terminal Operator Consent]<sup>7</sup>**

[For the purposes of clause 5.3 of the Terminal Access Code, Terminal Operator hereby consents to Capacity Exchange User becoming a User.]

**3. PURCHASE AND SALE OF CEA SENDOUT**

**3.1 Purchase and Sale of CEA Sendout**

Subject to and in accordance with the terms of this Agreement (including, for the avoidance of doubt, the Terms and Conditions of Sale), Original User agrees to sell, and Capacity Exchange User agrees to purchase, the CEA Sendout set out in clause 3.2, for the Contract Price set out in the Terms and Conditions of Sale.

**3.2 Duration and Quantity of Sale**

The Capacity Exchange User shall be entitled to receive the following CEA Sendout:

Date	Quantity (kWh per day)

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<sup>6</sup> This Agreement must be executed:

- if the Capacity Exchange User is a Long-Term User, by no later than 12:00 on the Day immediately prior to the date on which CEA Sendout is first sold to that User;
- if the Capacity Exchange User is a Spot Cargo User who has entered into a Spot Cargo Agreement for the current Contract Year, by no later than 12:00 on the Day immediately prior to the date on which CEA Sendout is first sold to that User; or
- if the Capacity Exchange User is a third party or a Spot Cargo User without a current Spot Cargo Agreement, then not less than three (3) Business Days before the date on which CEA Sendout is first sold to that User.

<sup>7</sup> This clause is not required for existing Users of the Terminal.

### **3.3 Availability and Acceptance of CEA Sendout**

- (a) Terminal Operator shall be responsible for delivering the CEA Sendout to the Regasified LNG Delivery Point and making such quantities available in accordance with the Terminal Access Code.
- (b) For the avoidance of doubt, in case the Capacity Exchange User does not accept the CEA Sendout for any reason, any rights, obligations or liabilities, that may raise towards the Terminal Operator, shall be for the account of or remain with the Original User.

## **4. TERMS AND CONDITIONS OF THE SALE**

### **4.1 Compensation**

- (a) The Capacity Exchange User shall pay to the Original User the Contract Price for each kWh of CEA Sendout sold by the Original User at the Regasified LNG Delivery Point.
- (b) The Original User shall, on receipt of invoice from Terminal Operator, pay to Terminal Operator a one-time Capacity Exchange Fee.
- (c) Upon receipt of the payment of the Capacity Exchange Fee, the Capacity Exchange Agreement is in force and binding for the Parties.
- (d) For the avoidance of doubt, the [Capacity Fees] [Spot Capacity Fees] will be payable by the Original User in respect of the [Service][Spot Cargo Service] made available by Terminal Operator to Capacity Exchange User, under the Original User's agreement<sup>8</sup>.

### **4.2 Nominations**

- (a) The Parties agree and acknowledge that the CEA Sendout in Clause 3.2 constitutes a Revised Nomination that has been approved by Terminal Operator. Any subsequent change to the daily nominations will require Original User and Capacity Exchange User to submit a further Revised Nomination in respect of the relevant Day.
- (b) Capacity Exchange User hereby agrees to the nomination procedure set out in clause 7 of the Terminal Access Code.

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<sup>8</sup> Refer to the TUA, if the Original User is a Long-Term User, or the SCA, if the Original User is a Spot Cargo User.

#### **4.3 Delivery Point**

The delivery point for Regasified LNG sold as CEA Sendout pursuant to this Agreement shall be the Regasified LNG Delivery Point.

#### **4.4 Title to Regasified LNG**

- (a) Original User warrants that it has title to the Regasified LNG delivered to Capacity Exchange User hereunder, and Original User further warrants the right to sell and deliver such Regasified LNG free and clear of all liens, encumbrances and claims.
- (b) Original User shall be deemed to be the owner of, with full rights and title to, the Regasified LNG to be delivered hereunder until it is physically delivered to Capacity Exchange User at the Regasified LNG Delivery Point, after which Capacity Exchange User shall be deemed to be the owner, with full rights and title, thereof.
- (c) Capacity Exchange User shall have no responsibility with respect to any Regasified LNG delivered hereunder until it is physically delivered to Capacity Exchange User at the Regasified LNG Delivery Point, or on account of anything which may be done, happen or arise with respect to said Regasified LNG before such delivery.
- (d) Original User shall have no responsibility with respect to any Regasified LNG delivered hereunder after delivery to the Regasified LNG Delivery Point, or on account of anything which may be done, happen, or arise with respect to said Regasified LNG after such delivery.

#### **4.5 Acknowledgment of Responsibilities of Original User**

- (a) Original User acknowledges and agrees that:
  - (i) the sale of CEA Sendout hereunder shall be reflected in its own Terminal User Account and that its net LNG Position shall be adjusted accordingly;
  - (ii) it shall remain responsible for any Failed LNG Cargo Event with respect to any and all Regasified LNG delivered as CEA Sendout pursuant to this Agreement, and that Original User shall maintain in force, at all times during the Term, its Terminal User's Guarantee in accordance with the TUA and its Inter-User Guarantee in accordance with the IUA;
  - (iii) its net LNG Position shall be adjusted to reflect the CEA Sendout sold pursuant to this Agreement, including to account for any Evacuation Gas associated with a failure of Capacity Exchange User to receive the nominated CEA Sendout;



- (iv) subject to the Terms and Conditions of Sale, it will be responsible for, and bear all liability associated with, the nomination and receipt of CEA Sendout at the Regasified LNG Delivery Point, including any liability associated with failure to secure Downstream Rights for the nominated quantities<sup>9</sup>; and
- (v) its monthly invoice shall include Capacity Fees and adjustments associated with the total quantity of Regasified LNG sold to Capacity Exchange User in accordance with this Agreement.

#### **4.6 Warranty regarding Downstream Rights**

Capacity Exchange User warrants that it has secured such Downstream Rights as are required for the delivery and receipt of any and all CEA Sendout to be delivered pursuant to this Agreement. For the avoidance of doubt, in case the Capacity Exchange User does not accept the CEA Sendout for any reason, any rights, obligations or liabilities, that may raise towards the Terminal Operator, shall be for the account of or remain with the Original User.

#### **4.7 [Compliance with Terminal Access Code**

- (a) Capacity Exchange User agrees and acknowledges that the Terminal Access Code creates binding rights and obligations for each Party to this Agreement, and that the terms of the Terminal Access Code, as such terms may be amended from time to time, are incorporated herein by reference.
- (b) Capacity Exchange User hereby accepts and acknowledges it is bound to comply with the applicable clauses of the Terminal Access Code as a Capacity Exchange User.]<sup>10</sup>

### **5. EVENTS OF FORCE MAJEURE**

#### **5.1 Nature of Relief**

- (a) Subject to clause 5.1(b), a Party's obligations under this Agreement shall be suspended to the extent that they are affected (in whole or in part) by the occurrence of an event of Force Majeure.

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<sup>9</sup> As between themselves, Users may agree indemnities and other coverage for this liability in the Terms and Conditions of Sale, but Terminal Operator will continue to treat Original User as the sole party responsible for any default and liability associated with the Daily Planned Sendout sold under this Agreement.

<sup>10</sup> This clause is required only if the Capacity Exchange User is a new party using the Terminal Services. Sales to other existing Users of the Terminal do not require this clause, as those Users will already be bound to comply with the TAC.

- (b) No event of Force Majeure affecting a Party shall relieve, suspend, or otherwise excuse such Party from paying money to another Party under this Agreement when due.

## 5.2 Events of Force Majeure

An event of “**Force Majeure**” means any event or circumstance, or any combination of events or circumstances, the occurrence or effect of which is beyond the reasonable control of a Party (the “**Affected Party**”), which could not have been avoided by steps which might reasonably have been taken by a Reasonable and Prudent Operator and which causes or results in a failure or delay in the performance by the Affected Party of any of its obligations under this Agreement (other than payment obligations), including but not limited to:

- (a) acts of God, including tsunami, landslides, earthquakes, lightning, storm, tempest, hurricane, typhoon, tornado, cyclones, perils of the sea, soil erosion, mudslide, flood, washout, landslides, subsidence or other natural physical disasters, affecting or disrupting operations at the Terminal;
- (b) war (whether declared or undeclared), riot, civil war, blockade, insurrection, rebellion, invasion, riots, embargo, trade sanctions, revolution, sabotage, acts of terrorism (or serious threats thereof), acts of public enemies, civil disturbance or commotion;
- (c) strikes, lock outs, or other industrial disturbances;
- (d) acts or omissions of a Governmental Authority and/or RAE;
- (e) fire, accident, structural collapse, explosion, fault or failure of plant, equipment or other installation;
- (f) epidemics or pandemic, excluding COVID-19 under known variances;
- (g) any adverse effect on the Terminal or its operation (including any damage to, or blockage of access to, the Terminal) which results from any collision, collision or other event, accident or incident (within clause 5.2(a) to 5.2(e) or otherwise) involving or affecting an LNG Carrier or any other vessel near or enroute to the Terminal;
- (h) the declaration of an event of Force Majeure by a downstream operator receiving Regasified LNG; or
- (i) the declaration of an event of Force Majeure by the Master of the FSRU.

Notwithstanding the foregoing provisions of this clause 5.2, events of “Force Majeure” will not include:

- (j) an event arising out of market decline, market failure, industry economic conditions, or general economic conditions;

- (k) adverse weather conditions affecting an LNG Carrier in transit, if such adverse weather conditions are not also present in proximity to the Terminal at the same time as the LNG Carrier is in proximity of the Terminal; or
- (l) events affecting upstream activities including natural gas production, transportation, compression, processing and liquefaction facilities.

### **5.3 Notification of Event of Force Majeure**

An event of Force Majeure shall take effect at the moment such an event or circumstance occurs. Upon the occurrence of an event of Force Majeure that prevents, interferes with or delays the performance of either Party in whole or in part, of any of its obligations hereunder, the Affected Party shall promptly and, in any case, not later than five (5) Business Days following the occurrence of Force Majeure, give written notice thereof to the other Party describing such event and stating the obligations the performance of which are affected (either in the original or in supplemental notices) and stating:

- (a) the estimated period during which performance may be prevented, interfered with or delayed, including, to the extent known or ascertainable, the estimated extent of such reduction in performance;
- (b) the anticipated CEA Sendout that will not be made available by reason of Force Majeure; and
- (c) where clause 5.7 applies, the quantity of the Service that Terminal Operator reasonably expects to allocate to User.

Such notices shall thereafter be updated at reasonable intervals during the period of such claimed Force Majeure specifying the actions being taken to remedy the circumstances causing the event of Force Majeure.

### **5.4 No Responsibility**

After the Affected Party has given the notice required under clause 5.3, no delay or partial or total failure or omission to carry out or to observe the provisions in this Agreement shall give rise to any claim by a Party against the Affected Party or be deemed a breach or default under this Agreement to the extent that it is caused by an event of Force Majeure.

### **5.5 No Relief from Pre-Existing Obligations**

The Affected Party must continue to perform all of its obligations under this Agreement to the extent that such obligations are not affected by the event of Force Majeure.

## **5.6 Affected Party to Mitigate**

Each Party shall use reasonable endeavours to prevent and mitigate the effect of Force Majeure provided that no Party shall be required to incur any unreasonable costs, and upon the termination of an event of Force Majeure shall make all reasonable endeavours to ensure the earliest resumption of normal performance of this Agreement.

## **5.7 Allocation of the Service**

If, because of an event of Force Majeure affecting the Terminal, Terminal Operator cannot meet its contractual obligations to a User, Terminal Operator shall interrupt or curtail service on a pro rata basis based on the Prevailing Nomination of each User.

## **6. APPLICABLE LAW**

- (a) This Agreement shall be governed by and construed in accordance with (including in connection with resolving all Disputes between or among the Parties) the law of Greece, exclusive of any conflicts of laws principles that could require the application of any other law.
- (b) To the extent that the sale of CEA Sendout may be deemed to be a sale of goods, the provisions of the *United Nations Convention on the International Sale of Goods* (also known as the Vienna Sales Convention) shall expressly not apply.

## **7. DISPUTE RESOLUTION**

The provisions of clause 13.5 of the Terminal Access Code shall apply *mutatis mutandis* to this Agreement.

## **8. REPRESENTATIONS AND WARRANTIES**

### **8.1 Representations and Warranties of the Original User**

As of the Effective Date until the expiration of this Agreement, Original User represents, undertakes and warrants that:

- (a) Original User is and shall remain duly formed and in good standing under the laws of its jurisdiction of incorporation;

- (b) Original User has the requisite power, authority and legal right to execute and deliver, and to perform its obligations under, this Agreement<sup>11</sup>; and
- (c) neither the execution, delivery nor performance of this Agreement, violates or will violate, results or will result in a breach of; or constitutes or will constitute a default under, any provision of Original User's organisational documents, any Applicable Law or of any other material agreement or instrument to which Original User is a party.

## **8.2 Representations and Warranties of the Capacity Exchange User**

As of the Effective Date until the expiration of this Agreement, Capacity Exchange User represents, undertakes and warrants that:

- (a) Capacity Exchange User is and shall remain duly formed and in good standing under the laws of its jurisdiction of incorporation;
- (b) Capacity Exchange User has the requisite power, authority and legal right to execute and deliver, and to perform its obligations under, this Agreement<sup>12</sup>; and
- (c) neither the execution, delivery nor performance of this Agreement, violates or will violate, results or will result in a breach of; or constitutes or will constitute a default under, any provision of Capacity Exchange User's organisational documents, any Applicable Law or of any other material agreement or instrument to which Original User is a party.

## **9. LIABILITIES**

### **9.1 Limitation of Terminal Operator Liability**

- (a) The liability of Terminal Operator to Original User and Capacity Exchange User deriving from or howsoever connected with Terminal Operator's performance or failure to perform its obligations under this Agreement shall be limited to cases of gross negligence or willful misconduct in accordance with clause 12.1.1(a) of the Terminal Access Code.
- (b) The maximum aggregate liability of Terminal Operator arising pursuant to clause 9.1(a) shall not exceed 20% of the then-current value, determined as of the date such liability arose, of the CEA Sendout sold under this Agreement.

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<sup>11</sup> Original User must ensure, among other things, that it is licensed to buy and sell Regasified LNG in Greece.

<sup>12</sup> Capacity Exchange User must ensure, among other things, that it is licensed to buy Regasified LNG in Greece.

- (c) Under no circumstances shall Terminal Operator be liable for Consequential Damages incurred by Original User or Capacity Exchange User.

## 9.2 Indemnity from Original User

Original User agrees to indemnify Capacity Exchanges User and Terminal Operator and hold them harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims of regarding title, payment, personal injury or property damage from any or all persons in connection with the CEA Sendout sold under this Agreement.

## 10. NOTICES

### 10.1 Notices

- (a) The notice provisions set out in clause 13.7 of the Terminal Access Code shall apply to this Agreement *mutatis mutandis*.
- (b) Notices from one Party to another Party, shall be addressed to such other Party at the address set forth in the table below or at such other address as such Party may from time-to-time designate by notice.

- (i) In the case of Terminal Operator:

Address: **GASTRADE S.A.**  
197, Kifissias Ave. & 40-42 Anavryton Str.  
Maroussi, PC 151 24, Athens, Greece

Attention: [●]

Email: [●]

- (ii) In the case of Original User:

Address: [●]

Attention: [●]

Email: [●]

- (iii) In the case of Capacity Exchange User:

Address: [●]

Attention: [●]

Email: [●]

## **11. MISCELLANEOUS**

### **11.1 Amendments**

- (a) This Agreement may not be amended, modified, varied or supplemented except by an instrument in writing signed by all Parties.
- (b) If, following a change in Applicable Law, an amendment is required in order for this Agreement to comply with the new law, the Parties shall amend this Agreement by updating the terms as required by the new law within a period of two (2) months of the new law coming into force or within the period provided for in the new law, if any.

### **11.2 Successors and Assigns**

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

### **11.3 Waiver**

Except as expressly set forth herein, the failure of any Party to timely exercise any right or remedy under this Agreement shall not operate as a waiver of any such right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any right or remedy. Waiver by any Party of any breach of a provision hereof shall not constitute the waiver of any subsequent breach of such provision.

### **11.4 No Consequential Loss or Damage**

Except as expressly provided in this Agreement, no Party shall be liable to any other Party under this Agreement for or in respect of Consequential Damages incurred by a Party or any other Person, arising out of or relating to the performance or breach of this Agreement or to any act or omission related to this Agreement.

### **11.5 No Third-party Beneficiaries**

No Person that is not a Party shall have any right to enforce any provision of this Agreement. Nothing in this Agreement shall otherwise be construed to create any duty to, or standard of care with reference to, or any liability to, any Person other than a Party.

### **11.6 Survival of Rights**

- (a) Any termination or expiration of this Agreement shall be without prejudice to any rights, remedies, obligations and liabilities which may have accrued to a Party pursuant to this Agreement or otherwise under Applicable Law. All rights or remedies which may have accrued to the benefit of any Party (and any of this Agreement's provisions necessary for the exercise of such accrued rights

or remedies) prior to the termination or expiration of this Agreement shall survive such termination or expiration.

- (b) Furthermore, the provisions of clauses 1, 2, 5, 6, 7, 8 and 11 shall survive the termination or expiration of this Agreement.

#### **11.7 Rights and Remedies**

Except where this Agreement expressly provides to the contrary, the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

#### **11.8 Disclaimer of Agency**

- (a) The Parties agree that the relationship existing among them is contractual in nature, and therefore, nothing contained herein is intended to create, or shall be deemed or construed to create, any legal entity, partnership, joint venture, other association or a trust between the Parties.
- (b) No Party shall have the authority to hold itself out as having the authority or right to assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf or in the name of another Party.
- (c) This Agreement shall not be deemed or construed to authorise any Party to act as an agent, servant or employee for another Party for any purpose.

#### **11.9 Severance of Invalid Provisions**

If any provision in this Agreement shall for any reason be determined by any court or tribunal to be illegal, invalid or unenforceable, then the remaining provisions shall not be affected, impaired or invalidated and shall remain in full force and effect and shall continue to be binding upon the Parties.

#### **11.10 Compliance with Laws**

- (a) The Parties shall in the discharge of their obligations under this Agreement comply with all Applicable Laws, statutes, rules, regulations, permits, licences, approvals, judgments, decrees, injunctions, writs and orders, and all interpretations thereof, of all Governmental Authorities and/or RAE.
- (b) Each Party shall defend, indemnify and hold the other Party harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from, or related to, any breach by such first Party of this clause 11.10. Such indemnity obligation shall survive the termination or expiration of this Agreement.
- (c) Each Party agrees (i) to maintain internal controls; (ii) to keep books, accounts and records that properly, fairly and accurately record and report all transactions; (iii) not to maintain any off-the book accounts or record any non-



existent expenditures; (iv) not to enter liabilities with incorrect identification of their object or to use false documents; and (v) to comply with Applicable Law in relation to such requirements.

- (d) Each Party shall be entitled to have reasonable access to, inspect and audit all invoices and accompanying documents issued by, and the financial books and records of, the other Party to verify compliance with this clause 11.10.
- (e) Without prejudice to any other express remedies referred to elsewhere in this Agreement or any remedies available at law, in the event of a breach of this clause 11.10, the non-breaching Party reserves the right to take whatever action it deems appropriate to ensure that it complies with Applicable Law.

#### **11.11 Expenses**

Each Party shall be responsible for and bear all of its own costs and expenses incurred in connection with the preparation and negotiation of this Agreement.

#### **11.12 Scope**

This Agreement and the Terminal Access Code constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces any provisions on the same subject contained in any other agreement between the Parties, whether written or oral.

#### **11.13 Counterpart Execution**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each Party may enter into this Agreement by executing any such counterpart.

#### **11.14 Sovereign Immunity**

Each of the Parties hereby waives any and all immunity from jurisdiction, investigation or enforcement that it may enjoy, and further waives any objection to arbitral proceedings being brought in accordance with the terms of this Agreement. If any Party has the power to claim the defences of “**sovereign immunity**” or “**act of State**”, or if a court grants such immunity to that Party, such Party hereby irrevocably waives such immunity.

*[Signatures on following page]*

**IN WITNESS** whereof this Agreement has been executed on the date first written above.

**[ORIGINAL USER]**

By: \_\_\_\_\_

Name:

Title:

**[CAPACITY EXCHANGE USER]**

By: \_\_\_\_\_

Name:

Title:

**GASTRADE S.A.**

By: \_\_\_\_\_

Name:

Title:

**ANNEX 1**  
**TEMPLATE TERMS AND CONDITIONS OF SALE<sup>13</sup>**

**PARTIES**

- (1) [●], a [●] incorporated under the laws of [●] with its principal office at [●] (“**Original User**”); and
- (2) [●], a [●] incorporated under the laws of [●] with its principal office at [●] (“**Capacity Exchange User**”).

**1. SCOPE**

These Terms and Conditions shall supplement, but not supersede, the Capacity Exchange Agreement entered into between the Original User, the Capacity Exchange User and Terminal Operator on [date].

These Terms and Conditions create rights and obligations between the Original User and the Capacity Exchange User.

These Terms and Conditions, together with the Capacity Exchange Agreement, contain the entire understanding of the parties hereto relating to the purchase of CEA Sendout.

NO RIGHTS OR OBLIGATIONS OF TERMINAL OPERATOR ARE CREATED UNDER THIS AGREEMENT.

**2. PRICE**

Contract Price: the Contract Price, in €/kWh, shall be as set out in the table below:

<b>Date</b>	<b>Quantity (kWh per day)</b>	<b>Price (€/kWh)</b>

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<sup>13</sup> Terminal Operator is not a Party to this additional agreement and shall not review the terms. The Parties should not share the contents of this bilateral agreement with Terminal Operator and the contents of this Annex are provided merely as a guide for the suggested content of the agreement between the Users.

**3. ADDITIONAL TERMS AND CONDITIONS OF THE SALE**

*[To be completed by the Original User & Capacity Exchange User, including individual requirements for Credit Support, Indemnities, Default & Termination, etc]*