

**STANDARD VIRTUAL
REVERSE FLOW TRANSMISSION
AGREEMENT**

UNOFFICIAL TRANSLATION

CONTENTS

Article 1. Scope 3

Article 2. Agreement’s Duration 3

Article 3. Obligations of the Contracting Parties 4

Article 4. Tariffs and Payments 4

Article 5. Measurements and Tests 5

Article 6. Liability of the Contracting Parties 5

Article 7. Force Majeure 6

Article 8. Guarantees 6

Article 9. Substitution 8

Article 10. Resolution- Termination Notice 8

Article 11. Confidentiality Obligation 8

Article 12. Applicable Law - Settlement of Disputes - Jurisdiction 8

Article 13. Amendments to the Agreement 9

Article 14. Final Terms 9

ANNEX 1 11

**APPLICATION FOR THE PROVISION OF NATURAL GAS TRANSMISSION SERVICES IN
VIRTUAL REVERSE FLOW 11**

TECHNICAL DATA SHEET 14

ANNEX 2 16

**ACCEPTANCE OF APPLICATION FOR THE PROVISION OF NATURAL GAS TRANSMISSION
SERVICES IN VIRTUAL REVERSE FLOW 16**

ANNEX 3 20

FORM OF BANK LETTER OF GUARANTEE 20

UNOFFICIAL

Agreement number:

In Athens today, onof the year by and between the following Contracting Parties:

a) The Société Anonyme, under the name “HELLENIC GAS TRANSMISSION SYSTEM OPERATOR” with the distinctive title “DESFA SA”, being the competent entity for the operation, management, exploitation and development of the National Natural Gas System (NNGS), in accordance with Article 7 of Law 3428/2005 (Government Gazette 313 A/27.12.2005), with registered office in

....., at, TRN, ATHENS Tax Office for Société Anonyme (ΦΑΕ ΑΘΗΝΩΝ), being legally represented hereto pursuant to minutes No of its Board of Directors by hereinafter called the “Operator”; and

b) the company under the name of“” with the distinctive title “” with registered office in the municipality of , TRN:, Tax Office of, being legally represented hereto by

....., pursuant to of , resident of , at St....., holder of ID Card No issued by , holder of TRN

..... , Tax Office of , hereinafter called the “Transmission User”,

and considering that the Transmission User is registered in the Registry of NNGS Users, in accordance with Article 72 of Law 4001/2011 (Government Gazette 179 A/22.08.2011, hereinafter called the Law) under the particulars.....

Now, therefore, the following have been agreed and mutually accepted:

Article 1. Scope

1. The scope of the Virtual Reverse Flow Transmission Agreement (hereinafter called the “Agreement”) is the provision of Virtual Reverse Flow Services by the Operator to the User, as described in Article 20E of the NNGS Network Code (hereinafter called the “Code”), and of the Ancillary Services set out in Annex “Acceptance of Application for the Provision of Services of Natural Gas Transmission in Virtual Reverse Flow (Annex 2) of the Agreement. For the purposes of this agreement, the above services shall be referred to as a whole as “Virtual Reverse Flow Services”.

2. The submission by the User of the application, hereinafter called “Application for the Provision of Natural Gas Transmission Services in Virtual Reverse Flow” (Annex 1) hereof, and the acceptance of the Application for the Provision of Virtual Reverse Flow Services, as set out in Annex “Acceptance of Application for Provision of Natural Gas Transmission Services in Virtual Reverse Flow” (Annex 2) hereof are preconditions for the signing of the Agreement.

3. The provisions of the Code, Annex 2 “Acceptance of Application for the Provision of Natural Gas Transmission Services in Virtual Reverse Flow” and Annex 3 “Form of Bank Letter of Guarantee” shall form integral and inseparable parts of this Agreement.

4. The definitions used in the Agreement are those used in the Law or the Code.

Article 2. Agreement’s Duration

Without prejudice to the provisions of article 10 of the Agreement and Article 105(3) of the Code, the Agreement shall become effective on (Effective Date) and expire on

.....(Expiration Date), in accordance with Article 20(F)(2) of the Code.

Article 3. Obligations of the Contracting Parties

1. The Operator is obliged to provide the User with Virtual Reverse Flow Services in accordance with the terms of the Agreement and of the Code in the most economical, transparent and direct way, without discriminating between the Transmission User and other Transmission Users.
2. The Transmission User is obliged to deliver Natural Gas, in compliance with the Delivery Conditions and subject to the Natural Gas Quality Specifications laid down in the Code and the applicable legislation, and duly fulfil the obligations stemming from the Agreement, the Code and the legislation issued subject to the Law. The Transmission User is obliged to deliver Natural Gas to the Operator, and the Operator is obliged to keep it free of any liens and any taxes, fees, duties or other fees in favour of the State or third parties and of any other costs relating to the production, storage, processing and supply, during or prior delivery or transmission of the gas through the NNGS.
3. The Operator shall receive Natural Gas from the Transmission User at an Entry Point/Virtual Nomination Point, and at the same time deliver Natural Gas at a Virtual Exit Point, in accordance with the terms and conditions of Chapters 2A and 4 of the Code, with the exception of the cases specified in the Agreement and the Code where the Operator is fully or partially discharged from its obligations. During the execution of this Agreement as set out above, the Operator shall acquire the exclusive right of possession but in no case a right of ownership over the transmitted Natural Gas.
4. The Parties expressly acknowledge that the Conditions for Delivery and/or Reception of Natural Gas at an Entry Point and/or Virtual Exit Point, respectively, are those set out in the Code.
5. It is expressly agreed that any matters not regulated by this Agreement shall be governed by the provisions of the Code and the legislation issued subject to the Law.

Article 4. Tariffs and Payments

1. The Transmission User is obliged to pay a monthly fee to the Operator (hereinafter called the Fee) for the provision by the latter of the services agreed upon in this Agreement, which shall be calculated and invoiced in accordance with the Code, the Tariff Regulation, the NNGS Usage Tariffs and the provisions issued subject to the Law. It is expressly agreed that the Transmission User shall incur any tax, duty or other charge applying pro rata to the aforementioned Fee, as may be imposed in accordance with the applicable legislation. The Operator is obliged to pay on a monthly basis to the Transmission User the amount of charges that are attributable to the latter pursuant to the Code, the Tariff Regulation, the NNGS Usage Tariffs and the provisions issued subject to the Law.
2. The Transmission User acknowledges that the Operator's Fee is fair and reasonable, proportionate to the provided services, and not subject to restrictions, terms, conditions and reservations, offsetting or any reductions, save as otherwise stipulated by the applicable legislation.
3. The Transmission User shall be invoiced monthly. Without prejudice to Article 56 of the Code, the relevant settlement shall be made as set out in the Tariff Regulation and the NNGS Usage Tariffs, and in all cases on expiration of the Agreement. The invoice for each calendar month shall be issued and sent by the Operator no later than the twentieth (20th) calendar day of the calendar month immediately following the Service Provision Month. It is expressly agreed that the Parties shall fulfil their financial obligations towards each other as those are specified in each monthly invoice, by the last business day of the month in which the invoice was issued (Due Date).
4. The invoice shall state in details the following in relation to the relevant calendar month: a) The Operator's Fee that is payable by the User, as follows:
 - (i) Separate indication of any Charge payable hereunder, and of any charges stemming from execution and operation of this Agreement in accordance with the provisions of the Code.
 - (ii) Any other due debt of the Transmission User stemming from this Agreement, as specified herein and by the applicable legislation.
 - (iii) The amount of any taxes, duties or other charges that may be incurred by the Transmission User in accordance with the applicable legislation.
 - (iv) The total amount that is payable by the User.

b) The credits that are attributable by the Operator to the User as follows:

- (i) Credits stemming from this Agreement as specified herein and by the applicable legislation.
- (ii) Any other due debt of the Operator to the Transmission User stemming from this Agreement as specified herein and by the applicable legislation.
- (iii) Any taxes, duties or other charges that may be incurred by the Operator in accordance with the applicable legislation.
- (iv) The total amount that is payable by the Operator.

5. If the Transmission User fails to pay the due amount by the Due Date, the amount shall become due and payable and the Operator shall request in writing from the Transmission User to settle the due amount within five (5) days. If the Transmission User fails to pay the due amount within the above time limit:

- a) in addition to the due amount, the Transmission User shall be charged with default interest calculated from the Due Date at the interest rate as determined from time to time by the Bank of Greece, until full repayment of the due amount;
- b) the Operator shall be discharged from its obligation to provide the Transmission Services agreed upon hereunder, and has the right to stop providing such services without further notice to the Transmission User and under no obligation to pay any compensation related to the cessation of the providing services
- c) the Operator may terminate the Agreement on serious grounds in accordance with article 10 of this Agreement; and
- d) other consequences specified in the applicable legislation shall apply.

6. It is expressly agreed that if the Transmission User challenges the amount of charges referred to in paragraph 4(a), or the credits referred to in paragraph 4(b), these amount shall be payable despite any referral of the dispute to amicable resolution, arbitration or litigation as specified in article 12. Any unduly paid or non-credited amounts shall be paid with interest, at the default rate as determined from time to time by the Bank of Greece.

Article 5. Measurements and Tests

All matters related to the procedure and method of measuring the quantity and quality of the Natural Gas that is delivered at an Entry Point or received at an Exit Point specified in Annex 2 hereof, the Transmission User's access to the metering devices, and the settlement of disputes between the Parties with regard to measurements shall be governed by the provisions of the Code and the NNGS Measurements Regulation.

Article 6. Liability of the Contracting Parties

1. Without prejudice to any specific provisions of the Code and paragraph 3 of this article, the liability of the Contracting Parties shall be limited to compensation for any direct damages to property resulting from the execution of the Agreement, and the Parties may not claim compensation for any further damages.

More specifically, the Operator is obliged to restore any direct damages to property caused during the fulfillment of its obligations hereunder and relating to losses of Natural Gas at responsibility of the Operator, excluding Natural Losses of Natural Gas as defined in Article 45.1 of the Code.

2. Annual Compensation equals to the amount that corresponds to 1% of the sum of annual capacity charges for all Entry Points and/or Virtual Exit Points based on the relevant Booked Transmission Capacity for Delivery and/or the Booked Transmission Capacity for Virtual Reception of the Transmission User, in accordance with the Tariff Regulation and the NNGS Usage Tariffs, when the agreement's duration is greater than or equal to three hundred and sixty-five (365) consecutive calendar days. In case the agreement's duration is less than three hundred and sixty-five (365) consecutive calendar days, Annual Compensation equals to the amount that corresponds to 1% of the sum of capacity charges for the Entry Points and/or Virtual Exit Points based on the relevant Booked Transmission Capacity for Delivery and/or the Booked Transmission Capacity for Virtual Reception of the Transmission User, according to the current Agreement, and in accordance with the Tariff Regulation and the NNGS Usage Tariffs. The Annual Compensation shall be revised upon each change to the sum of capacity charges for all Entry Points and/or Virtual Exit Points based on the relevant Booked Transmission Capacity for Delivery and/or the Booked Transmission Capacity for Virtual Reception of the Transmission User according to current Agreement.

3. Under the reservation of the case where it can be proven that the Contracting Parties and/or their affiliates acted in gross negligence or fraud, it is expressly agreed that the total liability of the Parties for non-fulfillment or improper fulfillment of their obligations hereunder may not exceed annually the total amount of the Annual Compensation, and an amount corresponding to 8% of the Annual Compensation per harmful event.

4. In order for a Transmission User to establish a claim for compensation from the Operator, as per the provisions of the previous paragraph, such User shall submit to the Operator a request providing detailed information, particularly with regard to the following:

- A) the Entry Points and the Days on which the Operator's damaging actions occurred;
- B) an analysis and documentation of the costs and expenses incurred to restore direct property damages for which the User is entitled to compensation from the Operator;
- C) any information required to demonstrate that the damage is attributable to Operator actions and were caused in the performance of its obligations hereunder, including cases where the Transmission User claims fraud or gross negligence from the part of the Operator.

5. In order to document the above claim, the Operator shall provide the User, within a time limit of no more than thirty (30) days from submission of the User's written request, with all the relevant information available from the Metering and Regulating Stations, which is required in order for the Transmission User to substantiate its claim in accordance with the provisions of this article.

Article 7. Force Majeure

1. "Force Majeure" shall mean any unforeseen and extraordinary situation or event beyond the effect and control of the Contracting Parties which could not have been avoided even if the parties had demonstrated extreme caution and diligence, as expected from a reasonable and prudent operator, and prevents either Contracting Party to fulfil its contractual obligations, as these arise from the Agreement. It is agreed that Force Majeure may indicatively include: natural disasters, strike, lockout, actions of the Government or any Governmental Authority, war, revolution, riot, land subsidence, fire, flood, earthquake, explosion, rupture or accident in any transmission facility or other facilities or equipment necessary for the provision of the Transmission Services, extending in such degree that makes impossible the provisions of the said services.

2. More specifically, it is expressly agreed that Force Majeure events shall not include the events and incidents that come within the scope of Chapter 10 of the Code. In these cases, the special provisions of Chapter 10 of the Code shall apply and not the provisions of this article.

3. In case of a Force Majeure event, the Parties are obliged to comply with the special provisions of the Code.

Article 8. Guarantees

1. At least one (1) business day before signing the Agreement, the Transmission User shall provide the Operator with Guarantees relating to the performance of its obligations under the Agreement and the payment of any charges stemming from its execution and operation in accordance with the provisions of the Code. Where the application of the Transmission User relates to the provision of one (1) Day Transmission Services, the Guarantees shall be procured by the Transmission User on submission of the application at the latest. The obligation to procure a Guarantee shall be fulfilled on submission of an irrevocable Letter of Guarantee in favour of the Transmission User and/or on deposit/transfer of the Guarantee Amount to a special bank account kept by the Operator. If the Letter of Guarantee is not procured or the Guarantee Amount is not deposited before the signing of the Agreement, the Operator shall not sign the Agreement, subject to written notice to the User of the rejection of its relevant application for signing a Virtual Reverse Flow Transmission Agreement for this reason.

2. The Letter of Guarantee shall be issued by a bank that legally operates in an EU or EEA Member State, and its contents shall be in line with the template attached to Annex 3. The above Letter of Guarantee shall remain valid by 12:00 hours on the fifth (5th) business day of the second calendar month following the calendar month in which the Agreement will expire in any way. The Letter of Guarantee shall be irrevocable, contain a waiver of the right to division and excussion, and shall become forfeit on first demand by the Operator, the latter not being required to determine or document the reasons for which it requested its forfeiture.

3. If the Guarantee Amount is deposited or transferred to the Operator's account, the Transmission User shall procure the relevant deposit slip to the Operator. The Guarantee Amount shall remain deposited by 12:00 hours on the fifth (5th) calendar day of the second calendar month following the calendar month in which the Agreement will expire in any way. In case of breach of any of the contractual terms by the Transmission User, the Operator shall withhold and collect the Guarantee Amount deposited by the Transmission User.

4. The amount of the Letter of Guarantee and/or of the Guarantee Amount, as the case may be, shall total an amount equal to:

- i) 20% of the sum of the annual capacity charge for all Entry Points and/or Virtual Exit Points based on the relevant Booked Transmission Capacity for Delivery and/or the Booked Transmission Capacity for Virtual Reception of the Transmission User, according to the current Agreement, as calculated in the Tariff Regulation and the NNGS Usage Tariffs, when the contractual term is greater than or equal to three hundred and sixty-five (365) consecutive days;
- ii) 100% of the sum of the capacity charges for all Entry Points and/or Virtual Exit Points based on the relevant Booked Transmission Capacity for Delivery and/or the Booked Transmission Capacity for Virtual Reception of the Transmission User, according to the current Agreement, as calculated in the Tariff Regulation and the NNGS Usage Tariffs, when the contractual term is less than or equal to five (5) consecutive days;
- iii) 50% of the sum of the capacity charges for all Entry Points and/or Virtual Exit Points based on the relevant Booked Transmission Capacity for Delivery and/or the Booked Transmission Capacity for Virtual Reception of the Transmission User, according to the current Agreement, as calculated in the Tariff Regulation and the NNGS Usage Tariffs, when the contractual term is greater than five (5) consecutive days and less than or equal to ninety (90) consecutive days;
- iv) 'A' is the percentage (%) of the sum of the capacity charges for all Entry Points and/or Virtual Exit Points based on the relevant Booked Transmission Capacity for Delivery and/or the Booked Transmission Capacity for Virtual Reception of the Transmission User, according to the current Agreement, as calculated in the Tariff Regulation and the NNGS Usage Tariffs, when the contractual term is greater than ninety (90) consecutive days and less than or equal to three hundred and sixty-four (364) consecutive days. The percentage 'A' (%) is calculated as follows:

$$A (\%) = 50 - \frac{(D_{AGR} - 90)}{275} * 30$$

Where D_{AGR} is the number of the Days of the Agreement, with $90 < D_{AGR} \leq 364$

5. The Letter of Guarantee and/or the Guarantee Amount, as the case may be, shall be adjusted upon each change to the sum of capacity charges for all Entry Points and/or Virtual Exit Points based on the relevant Booked Transmission Capacity for Delivery and/or the Booked Transmission Capacity for Virtual Reception of the Transmission User according to the current Agreement. Within one (1) business day from such change, the Transmission User shall procure a Letter of Guarantee and/or deposit the Guarantee Amount so that the total amount of the Guarantee calculated in accordance with paragraph 4 of this article will be fully covered. Breach of this obligation by the Transmission User shall form serious grounds for termination of the Agreement by the Operator in accordance with article 10(3) hereof.

6. If the Letter of Guarantee becomes forfeit and/or the Guarantee Amount is collected in favour of the Operator, the Transmission User shall immediately issue and deliver a new Letter of Guarantee and/or deposit a new Guarantee Amount on procurement of the relevant slip to the Operator, no later than two (2) business days from written notice of the Operator, so that the total amount of the Guarantee calculated in accordance with paragraph 4 of this article will be fully covered. Breach of this obligation by the Transmission User shall form serious grounds for termination of the Agreement by the Operator in accordance with article 10(3) hereof.

7. Upon full and total performance by the Transmission User of its financial obligations, as set out in article 4 hereof, the Operator shall return the Letter of Guarantee, on the condition that no reason of forfeiture of the Letter of Guarantee has occurred in the meantime and/or the Guarantee Amount, interest-free, on the condition that no reason for withholding and collection of that amount by the Operator has occurred in the meantime.

Article 9. Substitution

Without prejudice to any special primary or secondary provision, neither Contracting Party may be substituted in their rights and obligations stemming from the Agreement, without the prior written consent of the other Contracting Party. The Contracting Party that wishes to be substituted by a third person shall notify the other Contracting Party about its intention, providing all necessary business and technical details relating to such third person. Within fifteen (15) days, the other Contracting Party shall notify in writing the party to be substituted about the approval or rejection of the proposed substitution. Rejection of the substitution request or expiry of the above deadline to no effect shall entail rejection of the substitution and shall entitle either Contracting Party to terminate the Agreement, as per provisions of article 10(3) and (4) hereof.

Article 10. Resolution- Termination Notice

1. The Agreement is resolved ipso jure and without further action on lapse of the Expiration Date specified in article 2.
2. The Contracting Parties may mutually agree on early termination of the Agreement at any time, having simultaneously settled their mutual obligations
3. Without prejudice to any special provisions hereof relating to the User, either Contracting Party may terminate the Agreement prior to the Expiration Date specified in article 2 of the Agreement, exclusively on serious grounds. Serious grounds for termination shall mean in particular non-fulfillment or improper fulfillment of the obligations, derived under the Agreement of the counterparty of the terminating party.
4. Termination Notice shall be made in writing and shall become effective on its delivery to the counterparty.
5. In case it is decided, by means of a final judicial decision, that the serious grounds which the Contracting Party claimed to terminate were not material at the time the termination was performed, then the party that proceeded to its enforcement is responsible to compensate the counterparty for any and all damages, material and consequential, direct or indirect, current or eventual caused to the counterparty due to such termination.

Article 11. Confidentiality Obligation

1. The Contracting Parties hereby acknowledge and accept to be bound by the confidential nature of:
 - a) all documents and data communicated or to be communicated to them during the duration of the Agreement, relating to the Agreement and its execution; and
 - b) the information exchanged in the execution of the Agreement, and commit to use these only for the purposes of the Agreement and refrain from disclosing them in part or in whole to third parties. Specifically, the Operator shall not communicate documents to persons employed in Natural Gas Companies in which he participates or which are affiliates to him, unless with the prior written consent of the other Party. Any general information related to the operation of the NNGS and its Users or third parties, information related to historical data and statistics, data coming within the scope of Article 18 of the Regulation (EC) No 715/2009, as well as any other information legally published, shall not be considered Confidential information.
2. The Contracting Parties warrant and take all steps to ensure that their all employees and any associates, as well as their affiliates and their employees and any associates, shall comply with the above obligations of loyalty, confidentiality and protection of professional or commercial secrecy.
3. The above obligations shall be binding upon the Contracting Parties both during the duration of the Agreement as well as after its expiration in any way whatsoever.

Article 12. Applicable Law - Settlement of Disputes - Jurisdiction

1. This Agreement shall be governed by Hellenic Law and any dispute arising under its execution or with regards to its interpretation or otherwise caused by the present Agreement shall be settled in accordance with the applicable Hellenic legislation.
2. Any term of the Agreement that is contrary to the Law or the Code or the issued legislation under the Law shall be automatically void. Invalidity of any term shall not entail invalidity of the Agreement as a whole.

3. The Contracting Parties commit to take all reasonable efforts for the amicable settlement of any disputes which might arise in executing the Agreement. To this end, either Party may invite the other Party to amicably settle a difference. Within three (3) days from acknowledged delivery of the invitation to the Party it is addressed to, the Contracting Parties shall appoint and notify each other of their representatives for the settlement procedure, and shall negotiate in good faith and in line commercial practice to settle the dispute. The settlement procedure shall be completed within thirty (30) days since service of the invitation for amicable settlement; the outcome of this negotiation shall be binding to the Parties.

4. If the dispute cannot be settled amicably, the Parties may refer it to arbitration, in accordance with the provisions of the Civil Procedure Code or Article 37 of the Law. In particular, in case of a dispute relating to measurements and as long as such dispute has not been settled amicably, as per paragraph 3 hereof, it is agreed that from this point on, the said dispute shall be referred to a mutually accepted expert, in accordance with the procedure described in the “NNGS Measurements Regulation”.

5. If the dispute cannot be resolved following the procedure described in articles 12.3 and 12.4, the Courts of Athens shall be competent to resolve any dispute arising from the Agreement.

Article 13. Amendments to the Agreement

1. Without prejudice to the following paragraph and the cases set out in the Code, any amendment to Annexes 2 and 3 of the Agreement shall be subject to written agreement of the Contracting Parties, excluding any other means of proof. No extension whatsoever shall be allowed past the Expiration Date stipulated in article 2 of the Agreement.

2. In case of amendment to the terms of this Agreement due to a revision of the applicable legislation, the Contracting Parties acknowledge that the Agreement shall be thereafter governed by the new regulatory framework and shall adapt this Agreement within a time limit no less than 10% of the remaining period until the expiration of the Agreement Duration and of one (1) day in all cases, in accordance with article 2 hereof, or within such time limit as may be stipulated in the new provisions. If this paragraph becomes applicable, the Transmission User shall retain the right to terminate the Agreement at no cost within the time limit referred to in the previous subparagraph, on repayment of all debts to the Operator. If the time limit for the amendment of this Agreement expires to no effect and no termination has been made by the Transmission User as per above, the Operator reserves the right to terminate the Agreement at no cost within ten (10) days since the lapse of the aforementioned deadline.

Article 14. Final Terms

1. Both Contracting Parties state that they are aware and unreservedly accept, the provisions of the Law, the Code and the applicable legislation, and that the terms of this Agreement form the entire and only agreement between the Parties and supersede any previous written or oral agreement with the same object. The Contracting Parties represent that the Agreement shall be fully binding in all of its terms and Annexes all of which the Parties acknowledge to be material.

2. The Contracting Parties hereby commit to act in good faith in the performance of their obligations emanating from the Agreement and to take all steps necessary for the implementation thereof..

3. Non-exercise by either Party of any of the rights granted under the Agreement shall in no case be construed as a waiver of such right, and the relevant Contracting Party may at any time demand performance of the contractual terms.

4. It is expressly agreed that if any of the terms of the Agreement becomes void for any reason, invalidity of such term shall not cause the invalidity of the Agreement in its entirety; however the Parties shall amend the Agreement in order to ensure that the above term is compliant with the provisions of mandatory law to which such term is contrary.

5. All notices or communications of documents relating to the Agreement during the contractual term and after expiry or termination of the Agreement in any way shall be made at the communicated addresses and to the representatives of the Contracting Parties, pursuant to Annex 2. In case of change to the address of either Contracting Party, the latter shall communicate such change of address to the other Party; otherwise all notices or communications relating to the Agreement shall be made validly at the relevant Party's address first

stated in this Agreement. In case of absence or replacement of a Contracting Party's representative, the relevant Contracting Party shall notify the other party about the representative's replacement. In witness whereof, this Agreement together the above annexes was prepared in three (3) copies, its contents were read and attested, and signed as follows. Each party received one copy, and one copy shall be legally and timely communicated to the competent Tax Office.

THE CONTRACTING PARTIES	
For the Operator "HELLENIC GAS TRANSMISSION SYSTEM OPERATOR SA"	For the Transmission User "....."
The legal representative	The legal representative
(corporate seal)	(corporate seal)

ON

UNOFFICIAL

ANNEX 1

APPLICATION FOR THE PROVISION OF NATURAL GAS TRANSMISSION SERVICES IN VIRTUAL REVERSE FLOW

APPLICATION FOR THE PROVISION OF NATURAL GAS TRANSMISSION SERVICES IN VIRTUAL REVERSE FLOW

TO THE NNGS OPERATOR

Having regard to the provisions of Law 4001/2011 (Hellenic Government Gazette 179 A, hereinafter called the Law), the NNGS Network Code and RAE decision

Of

No

Registered office
at..... street
TRN.....
Tax Office

.....
on the approval of Standard Virtual Reverse Flow Transmission Agreement , I hereby:

represented for the submission hereof pursuant to.....

A. declare that the company I represent has the right to access the National Natural Gas Transmission System in accordance with the applicable provisions; and

by

B. request to enter into a Virtual Reverse Flow Transmission Agreement.

resident of.....
ID Card No
issued by.....
on.....

For this purpose, the following documents and information are attached hereto:

Contact numbers:

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....
- 6.....

Fax.....

E-mail.....

(place)

Sincerely,

(date)

(full name, title, signature and seal)



*

DOCUMENTS ATTACHED TO THE APPLICATION FOR THE PROVISION OF VIRTUAL REVERSE FLOW

A. If at the time of the submission of the application, the applicant is not registered in the Registry of Potential Users and has not entered into at least one Transmission Agreement or an Interruptible Transmission Agreement or a Virtual Reverse Flow Transmission Agreement with the Operator within the last twelve (12) months before the submission of the application:

1. Legally certified copy of the applicant's Articles of Association, including all the recent amendments, attested by the competent supervising authority and in the case of an SA or a Ltd company, the Government Gazette Issue (Bulletin of SA and LTD companies) including all the amendments following establishment or since the last codification. In case the establishment registered office of the applicant is located abroad, a legal incorporation and operation certificate, or any other equivalent document issued by the competent supervising authority of its registered office.
2. Legally certified copies of the applicant's legalising documents, i.e. for an SA, minutes of the GA documenting the appointment of the acting Board of Directors and minutes of the Board of Directors concerning its establishment in a body; for an LTD, minutes of the SA documenting the appointment of Manager(s) and a decision authorising the submission of the application and the signing of the Transmission Agreement, the appointment of a representative, and full contact details for the purposes of the Agreement.
3. If the applicant has a legal form other than that of an SA or a LTD company, the Articles of Association and any amendments thereto are required, as well as official legalising documents, depending on the applicant's legal form, to identify the natural entity legally authorized to represent the applicant. In case the applicant's registered office is located abroad, the applicant is responsible to submit documents and certificates equivalent to the ones stated above, issued by a competent foreign authority, documenting the natural entity, legally authorized to represent the applicant.
4. RAE decision regarding the registration of the applicant in the Registry of the NNGS Users.
5. In case of an SA, recent certificate (issued 15 days before the submission of the Application for the Virtual Reverse Flow Transmission Agreement) of the General Register of Commerce, including all the amendments in the Article of Association and the submission of BoD minutes regarding the company's representative.
6. In the case of an LTD and LLC, a recent certificate of amendments (issued 15 days before the submission of the Application for the Virtual Reverse Flow Transmission Agreement) of the General Register of Commerce.
7. The attached "Technical Data Sheet", filled in with the data proposed by the applicant.
8. A solemn declaration whereby the applicant declares that the data submitted in the present application are true.

B. If at the time of the submission of the application, the applicant is not registered in the Registry of Potential Users and has entered into at least one Transmission Agreement or an Interruptible Transmission Agreement or a Virtual Reverse Flow Transmission Agreement with the Operator within the last twelve (12) months before submission of the application:

1. The legalizing documents stipulated in Annex 1 (section A) that have been amended compared to the immediately preceding application, or compared to those already recorded in the **Registry of Potential Users**.
2. Certificate of the applicant's legal representative stating that all the other legalising documents that were submitted with the immediately preceding application or have been already recorded in the **Registry of Potential Users** are still valid and have not been amended.

C. If at the time of submission of the application, the applicant meets at least one of the requirements set out in Article 8(11) of the Code, and the application relates to a one (1) Day Virtual Reverse Flow Transmission Agreement :

1. Certificate of the applicant's legal representative stating that all the legalising documents that were submitted with the immediately preceding application have been already recorded in the **Registry of Potential Users** are valid and have not been amended.

UNOFFICIAL TRANSLATION

TECHNICAL DATA SHEET

A. TECHNICAL DATA

1. **Effective Date:**

2. **Expiration Date:**.....

3. **Booking of Transmission Capacity for Delivery at Entry Points**

S/N	Entry Point	Booked Transmission Capacity for Delivery [MWh/Day]	Maximum Hourly Delivery Quantity [MWh/hour]	Minimum delivery pressure [barg] (*)	Maximum delivery pressure [barg] (*)

4. **Booking of Transmission Capacity for Virtual Reception at Virtual Exit Points**

S/N	Virtual Exit Point	Booked Transmission Capacity for Virtual Reception [MWh/Day]	Probability of the Booked Transmission Capacity for Virtual Reception Availability (%)

5. **Ancillary Services:**

.....

.....

.....

UNOFFICIAL

ION

- (*) These values are identical to the values determined and published by the Operator subject to the provisions of Articles 30 and 35 of the Code respectively. If these values are adjusted by the Operator during the Agreement's Duration, it is expressly agreed that, for the purposes of the Agreement, such adjusted values shall apply from their publication, without further notice.

UNOFFICIAL TRANSLATION

ANNEX 2

ACCEPTANCE OF APPLICATION FOR THE PROVISION OF NATURAL GAS TRANSMISSION SERVICES IN VIRTUAL REVERSE FLOW

With regard to Application No for the Provision of Natural Gas Transmission Services in Virtual Reverse Flow,
the following are agreed:

1. Authorised Representatives of the Contracting Parties

- For the OPERATOR

Full name :

Address :

Postcode :

Telephone :

Fax :

E-mail :

- For the TRANSMISSION USER

Full name :

Address :

Postcode :

Telephone :

Fax :

E-mail :

UNOFFICIAL TRANSLATION

2. Authorised Representatives of the Contracting Parties for the provisions of Chapter 10 of the Code

- For the OPERATOR

Full name :

Address :

Postcode :

Telephone :

Fax :

E-mail :

- For the TRANSMISSION USER

Full name :

Address :

Postcode :

Telephone :

Fax :

E-mail :

3. Booking of Transmission Capacity for Delivery at Entry Points

S/N.	Entry Point	Booked Transmission Capacity for Delivery [MWh/Day]	Maximum Hourly Delivery Quantity [MWh/hour]	Minimum delivery pressure [barg] (*)	Maximum delivery pressure [barg] (*)

OFFICIAL TRANSLATION

4. Booking of Transmission Capacity for Virtual Reception at Virtual Exit Points

S/N	Virtual Exit Point	Booked Transmission Capacity for Virtual Reception [MWh/Day]	Probability of the Booked Transmission Capacity for Virtual Reception Availability (%)

5. Ancillary Services:

.....
.....
.....

(*) These values are identical to the values determined and published by the Operator subject to the provisions of Articles 30 and 35 of the Code respectively. If these values are adjusted by the Operator during the Agreement's duration, it is expressly agreed that, for the purposes of the Agreement, such adjusted values shall apply from their publication, without further notice.

UNOFFICIAL TRANSLATION

The present forms an inseparable part of the Virtual Reverse Flow Transmission Agreement number and is valid from .../.../..... until expiration of the Agreement.

For the Operator	For the Transmission User
(Signature)	(Signature)
(Full name)	(Full name)

UNOFFICIAL TRANSLATION

ANNEX 3

FORM OF BANK LETTER OF GUARANTEE

To:
DESFA SA

No
EUR:€.....

Athens, / /20....

Dear Sirs,

Regarding Virtual Reverse Flow Transmission Agreement No..... dated between the Societe anonyme under the trade name "HELLENIC GAS TRANSMISSION SYSTEM OPERATOR" with the distinctive title "DESFA SA" (the OPERATOR), and under the trade name "

....." and the distinctive title "....." (the USER), and on order of the USER "....."

We hereby irrevocably and unreservedly guarantee, in favour of under the trade name ".....", to pay to your company, hereby expressly and unreservedly waiving all rights of division and excussion and all of our rights under Articles 853, 856, 866, 867 and 868 of the Hellenic Civil Code, any amount up to the amount of Euros (€.....), for the timely settlement of the above company's debts in consideration for Services of Virtual Reverse Flow provided by your company, as these debts arise in the execution of the aforementioned Virtual Reverse Flow Transmission Agreement

The amount stated above shall be held at your disposal and shall be attributed without any objections and complaints, in part or in whole, depending on the partial or total forfeiture of the present guarantee against the company in whose favour it is hereby granted, within three (3) business days from receiving your written notice and upon return the present letter of guarantee .

In case untimely repayment applies to only part of the debt, that is secured by this guarantee and your company procures this guarantee for partial payment as per above, then the present letter of guarantee shall be sealed for that part of the primary debt that remains unpaid, which shall be immediately paid to you as per above, and the present letter of guarantee shall be returned to you and remain valid thereafter for the remaining amount covered.

The present Letter of Guarantee expires strictly on, at 12:00; past this deadline and provided that no claim has been raised by you over the amount of the guarantee, the present letter of guarantee shall automatically be considered ipso jure void and without any effect. We also certify that all currently effective letters of guarantee issued by us in favour of the State, Entities of Public or Private Law, etc, including the present letter, do not exceed the maximum amount for guarantees provided for by law and applying to our Bank.

Sincerely,

BANK.....