

**Auction rules on ensuring availability of natural gas at the
transmission system interconnection with the storage in 2017 – 2018**

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General provisions

1. The Joint Stock Company “Conexus Baltic Grid” (hereinafter - JSC “Conexus Baltic Grid”), unified registration number: 40203041605, address: A.Briāna Street 6, Riga, LV – 1001, taking into consideration the obligations of the natural gas transmission system operator set out in sections 15(6) and 112 of the Energy Law, namely, to ensure safety of the transmission system, its efficient and economically reasonable operation, as well as long-term capability to ensure transmission of natural gas according to demand, announces the launch of an auction on ensuring availability of natural gas at the entry point specified in paragraph 5.4. of the Rules for Use of the Natural Gas Transmission System – at the interconnection of transmission system with Inčukalns Underground Gas Storage Facility (hereinafter – the Storage). The auction will be organized and run by an independent third party (hereinafter – the organizer of the auction).
2. The subject matter of the auction is a contractual agreement with the market participants on ensuring availability of natural gas at the interconnection of the transmission system with the Storage which shall be carried out by the market participants making sure that natural gas is being stored in the Storage according to the following terms and amounts (hereinafter – the Guarantee obligation):
 - 2.1. from the end of the injection season until October 31, 2017. - 1 150 000 MWh;
 - 2.2. from the end of the injection season until November 30, 2017 - 1 150 000 MWh;
 - 2.3. from the end of the injection season until December 31, 2017 - 1 150 000 MWh;
 - 2.4. from the end of the injection season until January 31, 2018 - 1 150 000 MWh;
 - 2.5. from the end of the injection season until February 28, 2018 - 3 450 000 MWh.

Publishing of auction announcement

3. JSC “Conexus Baltic Grid” shall publish the auction announcement on its website not later than until July 5, 2017. JSC “Conexus Baltic Grid” may publish the announcement also in other mass media.
4. JSC “Conexus Baltic Grid” shall indicate the following information in the auction announcement:
 - 4.1. the subject matter of the auction;
 - 4.2. deadline and form for submission of binding offers, indicating the e-mail address of the organizer of the auction for sending the binding offers;
 - 4.3. criteria for assessment of the binding offers;
 - 4.4. criteria for determination of remuneration;
 - 4.5. contact information of the organizer of the auction;
 - 4.6. any other significant information related to the auction.

Submission of applications

5. Auction participants shall submit their binding offer (Annex 1) in the term indicated in the auction announcement, by sending it to the e-mail address of the organizer of the auction indicated in the auction announcement. The content of the binding offer and information on

its assessment shall be protected, and the organizer of the auction shall obey the confidentiality principle during its assessment.

6. An auction participant is allowed to submit a binding offer for all or any of tranches, mentioned in paragraph 2 of the Rules (hereinafter – tranche), and to indicate a different price of the Guarantee obligation for multiple tranches, including multiple prices of the Guarantee obligation in case the bidding offer is accepted partially.
7. The minimum amount of natural gas in each tranche for which a binding offer can be submitted is 115 000 MWh (one hundred fifteen thousand MWh).
8. Auction participants bear responsibility for the accuracy of the binding offer and submission thereof within the deadline specified in the auction announcement. If the binding offer is submitted after the deadline, all required information is not indicated in the offer or the information is unclear, it shall be deemed as not been submitted at all.
9. The organizer of the auction shall send information on receipt of the binding offer to the e-mail address indicated in the binding offer not later than within 1 (one) working day from the receipt of the binding offer.
10. Submission of the binding offer confirms that an auction participant accepts the auction rules and undertakes to conclude a contractual agreement on the Guarantee obligation, as well as a transmission system service contract, balancing contract and storage service contract.
11. The binding offer shall be valid for at least 10 (ten) days after the term for announcing the winners of the auction indicated in paragraph 20.
12. Auction participant shall cover costs incurred concerning the preparation and submission of the binding offer. JSC “Conexus Baltic Grid” shall bear no responsibility with respect to these costs regardless of the auction results.

Assessment of offers

13. The organizer of the auction shall assess the binding offers not later than within 2 (two) days after the expiry of deadline for submitting the binding offers.
14. The auction winners are determined by assessing the binding offers in descending order starting from the tranches covering the longest period of time. The binding offers in each tranche shall be assessed based on the price of the Guarantee obligation and arranging them in the merit order, starting from the lowest offered price per tranche until the amount indicated in each tranche is reached (hereinafter – the approved amount).
15. If the indicated maximum amount for the relevant tranche, for which the binding offer is submitted is reached, the binding offer of an auction participant shall be included in the merit order proportionally and shall be rejected in the remaining part.
16. If the offered price in several binding offers is equal, they shall be arranged in the merit order proportionally until the amount indicated in the particular tranche is reached.
17. The organizer of the auction shall send the information on the auction results to JSC “Conexus Baltic Grid” for approval and to the Public Utilities Commission for information not later than within 1 (one) day after the assessment of the binding offers. The information on the auction results shall contain the offered amount of the natural gas per tranche and the prices thereof, without indicating the information on the auction participants identity.

18. JSC “Conexus Baltic Grid” shall approve the auction results not later than within 2 (two) days after the receipt of the information on the auction results and sends the decision to the organizer of the auction.
19. JSC “Conexus Baltic Grid” shall be entitled to terminate the auction without a result, as well as to take a decision to approve a smaller amount of the natural gas in all or some of the tranches.
20. The organizer of the auction shall send the information on the JSC “Conexus Baltic Grid” decision to the auction participants not later than within 1 (one) working day from the receipt of the JSC “Conexus Baltic Grid” decision to the e-mail address indicated in the binding offer.
21. The organizer of the auction shall prepare the information on the total amount of natural gas offered in the auction and the highest natural gas price in each of tranches. The organizer of the auction shall send the above-mentioned information to JSC “Conexus Baltic Grid” and the latter shall publish it on its website.
22. If the auction winner has not concluded the transmission system service contract, balancing contract and storage service contract at the moment when the auction results were approved, the auction winner shall conclude the above-mentioned contracts within 5 (five) working days after the receipt of the information mentioned in paragraph 20. Otherwise the decision on acknowledging the auction participant as an auction winner shall be revoked.
23. In the case mentioned in paragraph 22 the organizer of the auction winner shall carry out the assessment of the binding offers repeatedly and shall send the information to the auction participants by taking into account the procedure set out in paragraphs 13 – 17 and paragraph 20.
24. Simultaneously with sending the information mentioned in paragraph 20, the organizer of the auction shall prepare and send the information on the auction winners (by indicating their contact information) to JSC “Conexus Baltic Grid”. In the case mentioned in paragraph 23 the organizer of the auction shall send the information on the auction winners after the repeated assessment of the binding offers to JSC “Conexus Baltic Grid”.

Determination of remuneration and conclusion of contract

25. Remuneration for the auction winner shall be calculated by multiplying the price offered in the binding offer by the approved amount in the respective tranche.
26. If the auction winner has submitted an offer for several tranches the remuneration shall be calculated for each tranche separately.
27. Within 2 (two) working days from the receipt of the information mentioned in paragraph 24 JSC “Conexus Baltic Grid” shall prepare and electronically send to the auction winners a contract on the Guarantee obligation (hereinafter – the Contract, Annex 2).
28. The auction winner shall submit to JSC “Conexus Baltic Grid” a signed contract in two copies within 10 (ten) working days from the day of sending the contract. JSC “Conexus Baltic Grid” shall sign the contract within 3 (three) working days from receiving the contract signed by the auction winner and send one copy back to the auction winner.

Fulfilment of the contract

29. The reservation of capacity products at the respective entry and exit points which are required for fulfilment of the contract, the acquisition of natural gas and costs thereof, as well as the storage of the natural gas at the beginning of the Guarantee obligation period and during it shall be covered by the auction winner.
30. The auction winner shall assume responsibility if fulfilment of the Guarantee obligation is not possible due to a fault of another transmission system operator.
31. The Guarantee obligation shall be considered as fulfilled when the auction winner stores in the Storage the amount of natural gas specified in the contract, unless the circumstances foreseen in paragraph 32 occur.
32. During the contract period, after receiving a request from JSC “Conexus Baltic Grid”, the auction winner is obliged to submit a nomination/renomination for input of the amount of natural gas set by JSC “Conexus Baltic Grid” at the transmission system interconnection with the Storage according to the Rules for Use of the Natural Gas Transmission System.
33. JSC “Conexus Baltic Grid” shall electronically send the request mentioned in paragraph 32 of the Rules to the auction winners based on the sequence of tranches, starting from the tranche with the shortest term. JSC “Conexus Baltic Grid” shall indicate in the request the amount of natural gas required for ensuring safe operation of the transmission system at the interconnection with the storage. The specified amount shall be divided proportionally among the auction winners within the relevant tranche up to the approved amount for the relevant auction winners.
34. The auction winner shall immediately, but not later than 1 (one) hour after receiving the request mentioned in paragraph 32 of the Rules, submit the nomination/renomination for the input of natural gas at the transmission system interconnection with the Storage according to the Rules for Use of the Natural Gas Transmission System.
35. In case mentioned in paragraph 32 of the Rules the Guarantee obligation of the auction winner shall be decreased for the remaining period for the amount it has nominated/renominated at the transmission system interconnection with the Storage upon the request by JSC “Conexus Baltic Grid”. Remuneration for the amount of natural gas which has been nominated/renominated shall be set based on the average weighted price (MWh/EUR) of natural gas which JSC “Conexus Baltic Grid” buys in the respective month for balancing natural gas transmission system increased for 15% (fifteen percent). The remuneration for the Guarantee obligation mentioned in paragraph 25 shall not be applicable to the above-mentioned amount of natural gas.
36. The mere fact that the auction winner continues to store the respective amount of natural gas in the Storage after expiration of the contract period, shall not serve as a basis for automatic inclusion of the auction winner in the list of participants for the next auction.
37. If a national energy crisis is announced pursuant to the procedures stated in the Energy Law or legal acts of the country in which the auction winner has been established, the execution of the contract shall be limited for the period of that energy crisis.

Payments

38. The auction winner shall within 5 (five) working days after the end date of fulfilment of the Guarantee obligation determined in the contract or after occurrence of the circumstances mentioned in paragraph 32 send to JSC “Conexus Baltic Grid” an invoice

for guaranteeing the amount of natural gas, indicated in the contract, at the transmission system interconnection with the Storage or the natural gas sold to JSC “Conexus Baltic Grid” at the transmission system interconnection with the Storage. The invoice shall be sent to the e-mail address of JSC “Conexus Baltic Grid” indicated in the contract. The invoice shall be valid without a signature, which shall be substituted by authorization or secure electronic signature. The day of invoice receipt shall be considered the day of sending thereof.

39. JSC “Conexus Baltic Grid” shall verify the conformity of the amount of natural gas in the Storage to the amount determined in the contract not later than within 2 (two) working days after the receipt of the invoice and shall settle the invoice within 30 (thirty) days after the receipt of the invoice.
40. In the case mentioned in paragraph 32 JSC “Conexus Baltic Grid” shall settle the invoice within 5 (five) working days after the receipt of the invoice.
41. If the last day of invoice settlement is a weekend day or holiday of the Republic of Latvia, then the next business day shall be considered as the last day for invoice settlement.
42. Taxes shall be applied according to regulatory enactments of the Republic of Latvia.

Contractual penalty

43. If the auction winner fails to ensure availability of the full amount of natural gas specified in the contract or according to the schedule given in the contract, the auction winner shall pay a contractual penalty to JSC “Conexus Baltic Grid” equal to double the amount of the non-fulfilled Guarantee obligation payment which the auction winner would have received if it had fulfilled its Guarantee obligation.
44. If JSC “Conexus Baltic Grid” fails to settle an invoice within the term specified in paragraph 39 and 40 of the Rules, JSC “Conexus Baltic Grid” shall pay a contractual penalty to the auction winner equal to 0,15% (zero point fifteen percent) per day, but no more than 10% (ten percent) of the invoiced amount.
45. The contractual penalty shall be paid per each breach of contractual obligation mentioned in paragraph 43 and 44.

Binding offer of the auction participant

_____201 .

/Execution place/

No. _____

Addressee: *Organizer of the auction*Auction
participant:

 EIC code:
 Legal address:
 Phone number:
 E-mail address:
 Fax number:
 Bank details:
 VAT payer's registration number:

I hereby submit a binding offer, according to the following conditions:

| | | | | | |
|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|
| Period of time (indicate according to paragraph 2 of the auction Rules) | From the end of the injection season until 31.10.2017. | From the end of the injection season until 30.11.2017. | From the end of the injection season until 31.12.2017. | From the end of the injection season until 31.01.2018. | From the end of the injection season until 28.02.2018. |
| Amount of natural gas (MWh) | | | | | |
| Price of Guarantee obligation EUR/MWh (excl. VAT) | | | | | |
| Price of Guarantee obligation EUR/MWh (excl. VAT) in case the binding offer is accepted partly | | | | | |

Information about the representative

| | | | |
|---------------------------------------------------------------------------------------|---------------|-----------|----------------------------|
| Person/-s, who are entitled to represent the auction participant | Name, surname | Position | Phone No., e-mail, fax No. |
| Contact information, which can be used for communication with the auction participant | | Phone No. | E-mail |

Contract on guarantee obligation for natural gas availability

Riga _____ 201_.

_____ (unified registration No. _____),

hereinafter – **Combined system operator**, which is represented on the basis of Articles of Incorporation/Commercial _____ Power of Attorney by _____, on one side, and _____ *merchant's name* (unified registration No. _____), hereinafter – **the Storage user**, which is represented on the basis of _____ *basis for representation* _____ by _____, on the other side, hereinafter collectively referred to as – the Parties, and separately referred to as – the Party, according to the results of the auction, organized by the Combined system operator on _____ 201_, conclude the following contract, hereinafter – the Contract:

1. Terminology used in the Contract

Terminology is used in this Contract within the meaning of the Energy Law, the Rules for Use of the Natural Gas Transmission System, and the Rules for Use of Inčukalns Underground Gas Storage Facility.

2. Subject matter of the Contract

2.1. During the Contract period, the Storage user undertakes to guarantee the availability of natural gas at the transmission system interconnection with the storage which shall be carried out by the Storage user making sure that natural gas is being stored in the Storage according to the following terms and amounts (hereinafter – the Guarantee obligation):

| Period of time (indicate according to paragraph 2 of the auction Rules) | From the end of the injection season until | From the end of the injection season until | From the end of the injection season until | From the end of the injection season until | From the end of the injection season until |
|-------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|
| | 31.10.2017. | 30.11.2017. | 31.12.2017. | 31.01.2018. | 28.02.2018. |

Approved amount of natural gas (MWh)

2.2. During the Contract period, the Combined system operator undertakes to make payments for the Guarantee obligation fulfilled by the Storage user, as well as for the bought natural gas in the case mentioned in clause 3.5.

3. Conditions for fulfilment of obligations

3.1. By concluding this Contract, the Storage user shall assume responsibility for reservation of capacity products at the respective entry and exit points which are required for fulfilment of the Contract, the acquisition of natural gas and costs thereof, as well as the storage of the natural gas at the beginning of the Guarantee obligation period and during it.

3.2. The Storage user shall reserve capacity at the respective entry and exit points according to the procedures and terms specified in the Rules for Use of the Transmission System and the Rules for Use of Inčukalns Underground Gas Storage Facility.

3.3. The Storage user shall be responsible for timely fulfilment of the Guarantee obligation disregarding whether fulfilment of the obligation is not possible due to the fault of another transmission system operator.

3.4. The Guarantee obligation shall be considered to be fulfilled when the Storage user injects in the storage and stores the amount of natural gas specified in clause 2.1., unless circumstances foreseen in clause 3.5 occur.

3.5. During the Contract period, the Storage user shall immediately, but not later than within 1 (one) hour after receiving request from the Combined system operator, submit a nomination/renomination for an input of the amount of natural gas set by the Combined system operator at the transmission system interconnection with the storage according to the Rules for Use of the Natural Gas Transmission System.

3.6. In the case mentioned in clause 3.5. of the Contract, the Guarantee obligation of the Storage user shall be decreased for the remaining period for the amount it has nominated/renominated at the transmission system interconnection with the Storage upon the request by the Combined system operator.

3.7. After expiration of the Contract period the Storage user shall have full freedom of action related to the natural gas amount indicated in clause 2.1. of the Contract. The mere fact that the Storage user continues to store the respective amount of natural gas in the storage after expiration of the Contract period, shall not serve as a basis for automatic inclusion of the Storage user in the list of participants for the next auction.

4. Payment for fulfilment of obligation

4.1. A payment for fulfilment of the Guarantee obligation has been calculated as follows by multiplying the price indicated in the binding offer by the natural gas amount approved for the respective period, in which the Storage user has undertaken fulfilment of the Guarantee obligation:

| Period of time (indicate according to paragraph 2 of the auction Rules) | From the end of the injection season until | From the end of the injection season until | From the end of the injection season until | From the end of the injection season until | From the end of the injection season until |
|-------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|
| | 31.10.2017. | 30.11.2017. | 31.12.2017. | 31.01.2018. | 28.02.2018. |

Price of Guarantee obligation
EUR/MWh (excl. VAT)

4.2. In the case mentioned in clause 3.5. a payment for the amount of natural gas which has been nominated/renominated shall be set based on the average weighted price (MWh/EUR) of natural gas which the Combined system operator buys in the respective month for balancing natural gas transmission system increased for 15% (fifteen percent). The remuneration for the Guarantee obligation mentioned in clause 4.1. shall not be applicable to the above-mentioned amount of natural gas.

4.3. Taxes shall be applied according to regulatory enactments of the Republic of Latvia.

4.4. The Storage user shall send to the Combined system operator an invoice on fulfilment of obligations within 5 (five) working days after the date of fulfilment of the Guarantee obligation for each of the period of time set out in clause 2.1. of the Contract or after occurrence of the circumstances mentioned in clause 3.5. The invoice shall be sent to the e-mail address of the Combined system operator, indicated in the Contract. The invoice shall be valid without a signature, which shall be substituted by authorization or secure electronic signature. The day of invoice receipt shall be considered the day of sending thereof.

4.5. The Combined system operator shall verify conformity of the amount of natural gas in the storage to the amount stated in the Contract not later than within 2 (two) working days after the receipt of the invoice, and transfer the amount specified in the invoice to the current account of the Storage user within 30 (thirty) days after the receipt of the invoice. If the amount of natural gas in the storage does not conform to the amount of the Guarantee obligation specified in the Contract, the Combined system operator shall not settle the invoice until complete fulfilment of the Guarantee obligation.

4.6. In the case mentioned in clause 3.5 the Combined system operator shall settle the invoice within 5 (five) working days after the receipt of the invoice.

4.7. If the last day of invoice settlement is a weekend day or holiday of the Republic of Latvia, then the next working day shall be considered as the last day for invoice settlement.

4.8. If the Storage user fails to ensure fulfilment of obligations in full or according to the schedule given in clause 2.1. of the Contract, the Storage user shall pay to the Combined system operator a contractual penalty equal to double the amount of the non-fulfilled Guarantee obligation payment which the auction winner would have received if it had fulfilled its Guarantee obligation.

4.9. If the Combined system operator fails to settle an invoice within the term specified in clause 4.5. and 4.6 of the Contract, the Combined system operator shall pay to the Storage user a contractual penalty equal to 0,15% per day, but no more than 10% of the invoiced amount . The contractual penalty is not applicable in the instance mentioned in clause 4.5. of the Contract.

4.10. Contractual penalty shall be paid per each breach of contractual obligation mentioned in clause 4.8. and 4.9.

5. Responsibility of the Parties

5.1. The Parties shall assume responsibility for fulfilment of the Contract provisions. The Parties shall compensate any loss, incurred by the other Party, if the guilty Party fails to fulfil the Contract provisions or fulfils them improperly.

5.2. The Party, which has properly fulfilled its obligations under the Contract, shall be entitled to request the other Party to fulfil its obligations in full.

5.3. The Parties shall be exempted from liability for failure to fulfil its contractual obligations or improper fulfilment thereof, if such failure has arisen as a result of force majeure conditions determined in the Contract.

6. Applicable laws and resolution of disputes

6.1. This Contract is executed and legal relations arising from this Contract are stipulated, fulfilled and interpreted according to the existing regulatory enactments of the Republic of

Latvia.

6.2. Any disputes and disagreements (hereinafter in this clause – the Dispute) between the Parties shall be resolved through mutual negotiations. In case of the Dispute, the Party, which refers to existence of the Dispute, shall submit a written notice to the other Party, providing the Dispute description, offered solution of the Dispute, and persons, who are authorized to represent the Party in negotiations related to the Dispute.

6.3. If the Dispute cannot be resolved through mutual negotiations within a period of 30 days (if authorized representatives of the Parties have not agreed on another term for resolution of the Dispute), it shall be resolved pursuant to the procedures determined in the existing regulatory enactments of the Republic of Latvia.

7. Force majeure

7.1. The Parties shall not be responsible for full or partial failure to fulfil their contractual obligations, if such failure has resulted from force majeure conditions. For the purposes of this clause a force majeure condition is an obstacle, which has arisen outside the control of the affected Party, not allowing the Party to fulfil its obligations under the Contract, and which cannot be eliminated by the Party. Such conditions primarily involve: catastrophes, fire, earthquake and other natural phenomena, war operations, as well as economic sanctions, embargo, directions and orders of court, administrative and public authorities or any other conditions, which could not be foreseen by the Parties at the moment of concluding the Contract.

7.2. Force majeure conditions also do not include separate obstacles for fulfilment of obligations under the Contract, which have arisen at the time, when the Party, which fails to fulfil its obligations, delayed fulfilment of the Contract obligations.

7.3. If force majeure conditions continue for longer than 30 calendar days, the Parties shall commence negotiations concerning a mutually acceptable solution for fulfilment of their contractual obligations. In this case termination of the Contract is possible only upon mutual agreement of the Parties.

7.4. The Parties shall immediately notify each other about force majeure conditions. If the Parties fail to notify about force majeure conditions, the Parties may not use these conditions as a basis for non-fulfilment of this Contract.

7.5. Upon ending of force majeure conditions, the Parties shall immediately resume fulfilment of obligations, which were fulfilled until the moment of occurrence of such force majeure conditions, unless the Parties have agreed otherwise.

8. Contract period, amendments, termination of the Contract

8.1. The Contract is concluded for the period mentioned in clause 2.1. of the Contract and shall come into force upon signing thereof by both Parties.

8.2. Upon an agreement of both Parties, amendments and additions can be made to the Contract. All amendments and additions to the Contract shall be made in writing and come into force when signed by both Parties.

8.3. The Contract may be terminated upon a written agreement of the Parties.

8.4. If a national energy crisis is announced pursuant to the procedures stated in the Energy Law or legal acts of the country in which the auction winner has been established, the execution

of the contract shall be limited for the period of that energy crisis. In this case the Parties shall agree on further fulfilment of the Contract.

9. Information exchange

9.1. Information exchange between the Combined system operator and the Storage user shall take place electronically, sending information to e-mail addresses of the Parties, indicated in the Contract.

9.2. All information, which has become known to the Parties as a result of conclusion of the Contract and fulfilment of obligations specified in the Contract, is a business secret and shall not be disclosed to third parties without receiving prior written consent of authorized representatives of the Parties, except information, disclosure of which is determined in the Rules for Use of the Transmission System, or any other regulatory enactments.

9.3. Termination of the Contract shall not terminate the obligation of the Parties regarding non-disclosure of business secret.

10. Other Provisions

10.1. The Parties shall not be entitled to transfer or delegate any obligation under the Contract to third parties without prior written consent of the other Party.

10.2. If separate clauses of the Contract become void, it shall not serve as a basis for cancellation of other clauses of the Contract.

10.3. The Parties shall notify each other within three business days after conclusion of this Contract about the authorized persons for fulfilment of obligations specified in this Contract, and contact information of these persons, as well as immediately inform about any changes in this information occurring within the Contract period.

10.4. The Contract is drawn up on ___ (_____) pages and signed in two copies, of which one copy shall be stored by the Storage user, and one copy – by the Combined system operator. Both copies of the Contract have equal legal force.

11. Details of the Parties:

Combined system operator:

Registration No.

VAT payer No.

Legal address:

Tel.: _____

E-mail:

Bank details: _____

Storage user:

Registration No.

VAT payer No.

Legal address:

Tel.: _____

Fax:

E-mail:

Bank details: _____