Le cœur de
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NaTran network transmission contract

SECTION A
General Terms and Conditions
Version applicable as of 1st ~~October~~ April 2026~~5~~

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1 Clause - Scope of Section A

Section A, which forms an integral part of the Contract, sets out the general terms and conditions applicable between the Shipper and NaTran under the Contract.

Chapter 1 Capacity and services

2 Clause - Capacity and Auxiliary Services

NaTran provides the Shipper Daily Capacity and Auxiliary Services (access to the Title Transfer Point (PEG), service for converting L-Gas to NaTran-Gas, an optional Daily Capacity subscription service at short notice, service for testing and service for substitution of capacities).

The Shipper has access to such capacity and to the Auxiliary Services through Reservation requests. Such capacity and services can be modified on the initiative of either the Shipper or NaTran, under the terms and conditions specified in this Section A and in Sections B, C, D1 and D2 of the Contract, where applicable.

NaTran markets Daily and Hourly Capacity, which can be Firm or Interruptible on different timeframes: multi-annual, annual, quarterly, monthly, ten-day period, daily or intra-daily, pursuant to the terms and conditions of the Contract.

The Shipper can subscribe to the existing Auxiliary Services pursuant to the terms and conditions set out in Section B for the Conversion Service and substitution of capacities, in the Section C for the optional Daily Capacity subscription service at short notice and in Sections D1 and D2 for access to the Title Transfer Point. These Auxiliary Services are the following:

- Access to Title Transfer Point (PEG)
- The Shipper can trade quantities of energy at the PEG with other shippers present on the Network.
- Conversion Service from L-Gas to NaTran-Gas.
- The Shipper can subscribe to a conversion service from L-Gas to NaTran-Gas with NaTran as described in Clause 4.5 of Section B.
- Optional Daily Capacity subscription service at short notice
- The Shipper can subscribe to an optional Daily Capacity subscription service at short notice as described in Clause 4.5 of Section C.
- Service for substitution of capacities

The Shipper can solve his possible problem of unequal subscription on both sides of the border by using service of substitution of capacities, as described in Appendix B6 of Section B.

Chapter 2 Marketing of capacity and services

3 Clause - General remarks

Capacity and services are marketed according to three (3) different methods:

- a Shipper's Reservation requests submitted via Ingrid portal or the PRISMA platform for capacity at the Dunkerque, Taisnières B, Obergailbach, Oltingue, Virtualys Network Interconnection Points (PIR), at the Transport LNG Terminal Interface Point (PITTM) of Dunkerque GNL, at Consumer Delivery Points (PLC), at Regional Network Interconnection Points (PIRR), at Transport Production Interface Points (PITP) , at Transport Biomethane Interface Points (PITB), at Transport Distribution Interface Points (PITD) for daily and monthly capacity, as well as for Daily Exit Capacity on the Main Network and Transmission Capacity on the Regional Network, and the marketing of Auxiliary Services;
- automatically, on the basis of the reservations made with adjacent Operators at Transport LNG Terminal Interface Points (PITTM), to the exception of the PITTM Dunkerque GNL and at Transport Storage Interface Points (PITS),
- on the basis of data provided by network distribution Operators on Transport Distribution Interface Points (PITD).

The terms and conditions applicable to the marketing of capacity at PIR, PITS, PITTM, PITP, PITB, and to conversion and substitution services are described in the Chapter entitled "Marketing of Capacity and Auxiliary Services" in Section B.
The terms and conditions applicable to the marketing of delivery capacity at PLC, PITD and PIRR, and to the optional Daily Capacity subscription service at short notice are described in the Chapter entitled "Marketing of Capacity" in Section C.
The terms and conditions applicable to the marketing of the PEG access service are described in the Clauses entitled "Subscription procedures for access to the Title Transfer Point" in Sections D1 and D2.

4 Clause - Common terms and conditions for capacity and Auxiliary Services Reservations

4.1 Reservation procedures

On its public website www.natrangroupe.com and on PRISMA platform, NaTran publishes the Daily Capacity available on the Upstream Network. This data is updated regularly. The Shipper acknowledges being informed thereof and undertakes to check the aforementioned website for any content update prior to making a Reservation in compliance with the provisions specified in Section B.

With the exception of annual Firm Capacity at PITD, and of automatically allocated capacity at PITS and PITTM (except the PITTM Dunkerque GNL), the Shipper proceeds to the Reservation for access to Auxiliary Services and Capacity for multi-annual, annual, quarterly, monthly, daily and intra-daily Reservations on Upstream and Downstream Networks via Ingrid portal or the PRISMA platform.

4.2 Undertaking to subscribe

By proceeding with Ingrid portal or the PRISMA Platform Reservation, the Shipper undertakes to subscribe for the Capacity Allocated or the Auxiliary Service set by NaTran, and the Shipper shall not be entitled to waive all or part of the Allocated Capacity or the Auxiliary Service.

This type of Reservation allows for Amendment to the Contract.

Any capacity or service subscription, which has been accepted NaTran with the issuance of an electronic notification constitutes an electronic signature of the same binding value as a handwritten signature and is proof of the transactions and the acceptance thereof by NaTran.

4.3 Availability of Auxiliary Services and subscribed capacities

All of the services and capacity subscribed by the Shipper are published on Ingrid portal in the different Services and Capacity Portfolios.

Chapter 3 Exchange of capacity

5 Clause - Principles

Under the terms of the Contract, the Shipper can exchange capacity with other shipper(s) operating on NaTran's Network. Such exchanges take the form of either a transfer of right-of-use or the full transfer of the capacity concerned as described in Clause 5 of the present document.

The Shipper can exchange Daily Capacity with other shipper(s) operating on NaTran's Network by transferring the associated right-of-use in the form of a transfer of right-of-use.

The Shipper may also exchange Daily Capacity by transferring any and all rights and obligations in the form of a full transfer of the capacity concerned.

The procedures for the transfer of right-of-use are specified in the "Transfer of Capacity right-of-use" clause in Section B for the Upstream Network, and in the "Transfer of right-of-use of capacities for Consumer Delivery Points" in Section C for the Downstream Network.

The procedures for the full assignment of capacity are described in the clause entitled "Full transfer of Capacity subscribed annually and monthly "of Section B for the Upstream Network.

Chapter 4 Determination of quantities

6 Clause - Principles

Once subscribed, a Shipper who wants to use such capacity undertakes to request NaTran to transmit a quantity of energy on the Network on a given Day, by means of Nominations made via Ingrid portal.

Based on the Nominations, NaTran shall:

- check that the Shipper's request is compliant with subscribed capacity,
- check that the balancing obligations are met,
- ensure that the Nominations received from all shippers present on the Network are physically feasible and that they are consistent. Once verified and as accepted by NaTran, the quantity nominated by the Shipper becomes a scheduled quantity.
- In accordance with Article 17 of regulation (EU) n°312/2014 of 26 March 2014 establishing a network code on gas balancing of transmission networks, NaTran may amend the gas quantity requested under a Nomination in exceptional events, and emergency situations when there is an evident danger to system security and stability. In such a case and in application of the said regulation, NaTran will inform the Energy Regulatory Commission of any such action.

The day after the said Day, NaTran determines the quantities that have been taken off, delivered and transmitted.

The forecasting, Nomination and scheduling processes, the operational procedures as well as the provisions relating to balancing are defined in Section D1 for access to the PEG only and in Section D2 for use of upstream and downstream capacity, as applicable to the Shipper.

The principles governing the determination of quantities are defined in Section B for the Upstream Network and in Section C for the Downstream Network.

7 Clause - Rules relating to units of energy quantity

A quantity of energy expressed in kWh (GCV 25°C) may be converted into a quantity of energy expressed in MWh (GCV) by multiplying this quantity of energy by one point zero zero two six (1.0026) in accordance with the NF ISO 6976 standard, and by dividing the product of this multiplication by one thousand (1,000).

A quantity of energy expressed in MWh (GCV) may be converted into a quantity of energy expressed in kWh (GCV 25°C) by multiplying this quantity of energy by one thousand (1,000) and by dividing the product of this multiplication by one point zero zero two six (1.0026) in accordance with the NF ISO 6976 standard.

Any quantity of energy expressed in MWh (GCV) shall be rounded off with three (3) significant decimals according to the rules below. Any quantity of energy expressed in kWh (GCV 25°C) shall be rounded off with zero (0) significant decimals according to the following rules:

- a non-significant decimal equal to zero (0), one (1), two (2), three (3) or four (4) shall not increase the significant decimal;
- a non-significant decimal equal to five (5), six (6), seven (7), eight (8) or nine (9) shall increase the significant decimal.

In the event of a dispute, the quantity of energy expressed in MWh (GCV) shall prevail.

Chapter 5 Price - Guarantee - Billing - Payment

8 Clause - Price

8.1 Composition of the basic price

The capacity terms, the quantity terms, the fixed terms, the proximity terms, the penalty terms and their associated unit prices are defined pursuant to the decisions n°~~2025-035~~2026-28 the CRE (Commission de régulation de l'énergie) of January,2~~9~~8 2026~~5~~ concerning the annual evolution of the tariffs for use of natural gas transmission networks as of April 1, 2026~~5~~ in application ~~fo~~ of the provisions , of clauses L. 452-1 and following of the French energy code and published in the Official Journal of the French Republic and Deliberation n°~~2025-035~~2026-28 of January 28~~9~~,2026~~5~~ concerning the tariff for the use of ~~GRTgaz~~NaTran

~~-~~and Terega's natural gas transmission systems.
Each capacity term corresponds, as applicable, to a capacity subscribed or allocated yearly, quarterly, monthly, ten-day period, daily, or intra-daily or scheduled within the UBI process.
In the case of the capacity subscribed via the PRISMA Platform, the unit price relative to each capacity term is made up of the Reserve Price plus a potential Premium.

The capacity terms corresponding to any particular Daily or Hourly Capacity shall be due for the Validity Period of the relevant Daily or Hourly Capacity.
The unit price of a capacity subscribed by Auction shall be established in accordance with the provisions of Section B.

The Storage Terms is defined further to the decisions n°2026~~5~~-28~~035~~ of the CRE (Commission de régulation de l'énergie) of the January, 28~~9~~ 2026~~5~~ concerning the tariffs for use of natural gas transmission networks, in accordance with the provisions of articles L. 452-1 and following of the Energy code and published in the Official Journal of the French Republic and Deliberation n°2025-035 of January 29,2025 concerning the tariff for the use of ~~GRTgaz~~ NaTran and Terega's natural gas transmission systems.

The Shipper undertakes to fulfil its payment obligations under the Contract pursuant to the provisions specified in this Clause.

These payment obligations may under no circumstances be limited by the application of the limits of liability specified in Clause 16 Liability.

8.2 Price Supplements

Price Supplements may be payable by the Shipper pursuant to:

- on the Upstream Network:
  - the application of the Sub-clause entitled "Long-Term UIOLI procedure" in Section B relative to Long Term UIOLI;
  - the application of the Clause entitled "Price supplement at a Transport LNG Terminal Interface Point" in Section B relative to the Extra Daily Allocation of Daily Entry Capacity at a Transport LNG Terminal Interface Point;
  - the application of the Clause entitled "Balancing in the L-gas Area" in Section B;
- on the Downstream Network:

  - the application of the Clause entitled "Price supplement related to a Daily or Hourly Capacity Overrun" in Section C relative to a Daily or Hourly Capacity Overrun;
- on balancing:
  - the application of the Clause entitled "Circumstances of application of the ALIZES Service" in Section D2

8.3 Sales/purchases of imbalances

The Average and Marginal purchase and sale price is determined pursuant to the provisions of the Clause entitled "Shipper balancing" in Section D1 and the Clause entitled "Purchase and sale prices" in Section D2, as applicable to the Shipper

9 Clause - Payment Guarantee

9.1 Guarantee amount

The Shipper shall provide NaTran with a Payment Guarantee of payment, the amount of which shall be determined as follows:

- For a Contract of a duration strictly less than two (2) Months, the amount of the Guarantee shall be equal to the total of the capacity terms and the fixed terms set out in Clause 8 of this Section A.
- For a Contract of a duration equal to or more than two (2) Months, the amount of the Guarantee for the Month M of the Contract's entry into force is determined according to the initial amount of the Guarantee and thereafter revised in January and June of every year.

The minimum amount of the Guarantee is:

- One hundred thousand (100,000) euros or,
- Twenty thousand (20,000) euros if the Shipper holds a gas supply licence allowing occasional natural gas purchases and sales at the Title Transfer Point to meet the needs of its own industrial facilities.

The initial amount of the Guarantee for Month M shall be equal to the highest theoretical amount of the two (2) following values:

- the minimum amount of the Guarantee defined above when the Shipper has access the Title Transfer Point during Month M, otherwise zero (0),
- The sum of the two (2) highest monthly amounts corresponding to months M to M+6. The monthly amounts considered correspond to the value of the total amount of the fixed terms and the capacity terms for the Daily and Hourly Capacities as a whole, outside of the Daily Delivery Capacity with regards to the Transport Distribution Interface Points, the Daily Transmission Capacity on the Regional Network with regards to the Transport Distribution Interface Points and the Daily Exit Capacity on the Main Network with regards to the Transport Distribution Interface Points.

The Guarantee amount as revised in January and June of every year, is equal to the highest of the two (2) following amounts:

- the minimum amount of the Guarantee defined above when the Shipper has access to the Title Transfer Point during Month M, otherwise zero (0),
- The sum of the two (2) highest monthly billing invoiced between the M-12 and M-1, notwithstanding the Balancing provisions,

The amount of the Guarantee may also be revised upwards at the sole initiative of the Shippper on the condition that the new Guarantee amount is superior to that calculated as a result of the provisions herein.

9.2 Form of the Payment Guarantee

9.2.1 Payment Guarantee

The Shipper may provide the Guarantee:

- either in the form of a security deposit to NaTran in accordance with Sub-clause 9.3,

or

- or in the form of a first demand guarantee issued by the Shipper's parent company or by another Affiliated Company, by a banking or credit insurance institution, provided that the guarantor has, throughout the whole duration of the Contract, a long-term credit rating equal to or higher than "A-" from Standard & Poor's or "A3" from Moody's or "A-" from Fitch in accordance with Sub-clause 9.4. Any first demand guarantee, the amount of which is greater or equal than one hundred thousand (100,000) euros, shall be issued by a guarantor headquartered in a Member State of the European Union. The first demand guarantee provided by the Shipper shall conform to the standard first demand guarantee set out in Appendix A2 to Section A.

9.2.2 Exemption from the payment guarantee

The Shipper is released from the submission of a Guarantee provided it benefits, throughout the entire duration of the Contract, from a long-term credit rating equal to or higher than "A-" from Standard & Poor's or "A3" from Moody's or "A-" from Fitch.

The Shipper must provide NaTran with proof that it has a long-term credit rating justifying an exemption from the guarantee as mentioned above. This proof must be provided by the Shipper at least twice a year, in January and June. If the Shipper fails to provide NaTran with the justification of the rating it benefits from, NaTran may request a Payment Guarantee from the Shipper

9.2.3 Change of rating

In the event of a change in the rating of the Shipper or the guarantor during the Contract, the obligation shall be reviewed accordingly in order to provide NaTran with acceptable payment security in line with Sub-clause 9.1 without undue delay and in any case no later than in the month following the change.

9.3 Security Deposit

If the Guarantee consists of a security deposit, the following provisions apply:
The Shipper shall constitute the deposit of the Guarantee amount at the latest one (1) month prior to the date on which the Daily or Hourly Capacity in question takes effect.
In the event of an increase in the said amount, the Shipper shall deposit the increased amount at the latest ten (10) calendar days prior to the date on which the terms in question are increased.

Upon expiry of above deadline, NaTran will deduct from the amount of the Guarantee the difference between the amount of the adjusted Guarantee and the amount of the security deposit in force until the adjusted Guarantee is deposited. Upon receipt of the adjusted Guarantee, the amount above will be returned. In the event of a reduction in the amount of the Guarantee, the amount corresponding to such reduction shall be subject to a refund by NaTran in favour of the Shipper, having deducted, if applicable, the sums remaining due by the Shipper

to NaTran pursuant to the Contract or any other contract that may exist between the Shipper and NaTran with regard to its activities as the Network operator, at the latest ten (10) calendar days prior to the date on which the Shipper will be inform.

The security deposit is not subject to remuneration. NaTran will pay back the security deposit upon expiry of the Contract.
By express agreement, at the said expiration date, whatever the origin – cessation or termination – , this pay back may occur after, if appropriate, after offsetting liquid amounts outstanding at that date due to NaTran under the Contract, pursuant the provisions of clauses 1289 and following of the French civil code.

9.4 First demand guarantee

If the Shipper provides the Guarantee in the form of a first demand guarantee, the following provisions apply:

The first demand guarantee shall be provided to NaTran at the latest one (1) month prior to the date on which the Daily or Hourly Capacity in question take effect.

Failing the above, the Shipper shall be invoiced the amount of the Guarantee by NaTran, and the sum paid will be used to constitute a Guarantee in the form of a security deposit, in which case all the provisions of Sub-clause 9.3 above shall apply.

In the event of an upwards adjustment, if an adjusted first demand guarantee is not provided within ten (10) calendar days of the effective date of the increase of one of the Terms at the origin of the adjustment, NaTran reserves the right to call the first demand guarantee in force or may require that the difference between the amount of the adjusted Guarantee and the first demand guarantee in force be provided in the form of a security deposit, in which case all of the provisions set out in Sub-clause 9.3 above shall apply.

In the event of the expiry of a first demand guarantee while the related Guarantee remains due, if a new first demand guarantee is not provided ten (10) calendar days before the date of the said expiry, NaTran reserves the right to call the first demand guarantee in force or may require that the amount of the Guarantee due be provided in the form of a security deposit, in which case all of the provisions set out in Sub-clause 9.3 above shall apply.

In the event of any change in the rating affecting the guarantor as defined in Sub-clause 9.2.3, the new first demand guarantee shall be provided to NaTran without undue delay and no later than one (1) month after the said change in rating.

10 Clause - Billing and Payment

10.1 Monthly billing by NaTran and payment by the Shipper

10.1.1 Billing by NaTran

NaTran shall issue the monthly invoice for Month M and send it to the Shipper after the end of the said Month M.

The amount due by the Shipper in respect of the Storage Compensation, which corresponds to the Storage Compensation Basis multiplied by one twelfth (12th) of the annual Storage Terms price and will be the subject of separate invoices each month.

The monthly invoice for any month M shall include :

- for each of the capacity terms and fixed terms referred to in Sub-clause 8.1, the amount corresponding to Month M;

- where appropriate, for each of the quantity terms and proximity terms referred to in Sub-clause 8.1, the corresponding unit price multiplied by the total of the corresponding Daily Quantities during Month M-1;
- where appropriate, the amounts payable by the Shipper pursuant to the Clause entitled "Surrender of capacity for a period of one or several months" in Section B for Month M
- the amounts payable by the Shipper pursuant to the Clause entitled "Long-term Use-It-Or-Lose-It Procedure" in Section B for Month M
- where appropriate, any Price Supplements payable by the Shipper for Month M-1, pursuant to the terms of Sub-clause 8.2;
- where applicable, the annual amounts payable by the Shipper pursuant to the Clauses entitled "Specific case of the short notice Daily Capacity subscription" in Section C, when the date of subscription of the service of which is included in the month M, as well as the possible amount corresponding to the increase of the term applicable to the Daily Capacities in conformance with the month M;
- where applicable, the amounts payable by the Shipper pursuant to the Clauses entitled "Shipper balancing" in Section D1 and "Purchase and sale prices" in Section D2, as the case may be for the Shipper for Month M-1; where appropriate, interest due for Month M under the terms of this Sub-clause 10.1, where applicable, deductions related to any down payment on the Outstanding Balancing Amount as defined under paragraph 10.1.2.;
- where appropriate, the amounts payable by NaTran to the Shipper pursuant to the clause "Capacity Buy-Back procedure" in Section B for Month M-1;
- taxes and similar deductions that are applicable at any time, as referred to in Sub-clause 10.3.

The capacity terms corresponding to annually subscribed capacity shall be invoiced monthly by one twelfth (12 th) by NaTran, with the exception of the Capacity Terms that correspond to:

- Daily Delivery Capacity at Transport Distribution Interface Points,
- Daily Transmission Capacity on the Regional Network relating to Transport Distribution Interface Points,
- Daily Exit Capacity on the Main Network relating to Transport Distribution Interface Points,
- Daily Entry Capacity at Transport LNG Terminal Interface Points.

Every month, NaTran shall invoice the capacity terms that correspond to:

- Daily Delivery Capacity at Transport Distribution Interface Points,
- Daily Transmission Capacity on the Regional Network relating to Transport Distribution Interface Points,
- Daily Exit Capacity on the Main Network relating to Transport Distribution Interface Points,
- Daily Entry Capacity at Transport LNG Terminal Interface Points, annually subscribed.

The amount invoiced by NaTran in respect of Month M is equal to the sum of the said Daily Capacity for each Day of Month M, multiplied by the annual unit price of the said Daily Capacity, divided by three hundred and sixty-five (365).

The invoice for any Month may be established on the basis of provisional data. In this case, NaTran shall address the invoice established on the basis of definitive data to the Shipper within sixty (60) days at the latest after the end of the Month concerned. This deadline does not apply to the adjustments of quantities defined in Sections C and D.
Should the definitive data be unavailable sixty (60) days after the end of the Month in question, the Parties agree to discuss and define the measures to adopt with regard to this data and the related invoice.

NaTran may send the Shipper the invoice relating to any Month after the end date of the Contract, if applicable.

10.1.2 Down payment on the outstanding balancing amount

In the event of the Outstanding Balancing Amount being strictly inferior to minus ninety percent (-90%), NaTran will have grounds to require that the Shipper would pay a down payment corresponding to the financial amount of the Outstanding Balancing Amount.
The Shipper may also, of its own initiative, pay NaTran a down payment on the condition that the Outstanding Balancing Amount would be strictly inferior to minus fifty percent (-50%).

The Shipper must inform NaTran of the amount of the down payment and of the value date of the same.

NaTran will then issue an instalment payment acknowledgement of receipt note and deduct the amount(s) paid in advance from the amount of the next invoice, within the limits of the amount stated on the aforementioned invoice.

The amount of Guarantee can also be revised upwards by the Shipper to reduce the absolved level from the Outstanding Balancing Amount, and according to the conditions of the he sub-clause 9.1

10.1.3 Payment by the shipper

Payment of an invoice for any Month must be made at the latest on the twentieth (20 th) of the month following the Month in question, or on the tenth (10 th) calendar day after its date of issue, if this second date for payment falls later. If the latest date as specified above is a bank holiday in France or in the country where the Shipper's bank is established, the latest date for payment is moved to the next banking day.
No discount is granted for an early payment.
A payment is deemed to have been made once NaTran's bank account has been credited with the full amount of the invoice.

Receipt of the invoice relating to any Month after the end date of the Contract does not release the Shipper from its obligation to pay this invoice.

In the event of late payment of all or part of an invoice, the sums due shall bear interest by the application of a rate into force on the date of issue of the invoice, applied by the Banque Centrale Européenne (BCE) on his refinancing exercise as published by the Banque de France, plus six (62) percentage points, as applied to the exact number of days elapsed from the date payment was due and the date settlement of the invoice was actually effected, plus forty (40) Euros for covering fees in accordance with the clause D.441-5 of the French "code de commerce".

The Shipper has a period of sixty (60) calendar days from the date of receipt of the invoice to question the amount invoiced, beyond which the invoice shall be deemed accepted.
Notwithstanding any issue raised by the Shipper pursuant to the preceding paragraph, the Shipper shall pay the full amount invoiced as provided above, unless an obvious material error has been made by NaTran.
Any adjustment to a disputed invoice shall bear interest on the basis of a rate equal to the interbank one (1) month rate within the euro zone (1 month Euribor) for the last month in the quarter preceding the month the invoice was issued, calculated according to the exact number of days elapsed between the deadline for the initial payment as defined in this Clause 10 and the date of final payment.

10.2 Billing by the Shipper for gas purchased by NaTran

Where appropriate, at the time of the invoice is established in accordance with Sub-clause 10.1 above, NaTran shall issue a statement addressed to the Shipper, including the amounts due by NaTran under the terms of the Clause entitled "Shipper balancing" in Section D1 and the Clause entitled "Purchase and sale prices" in Section D2, as applicable to the Shipper for Month M-1.

Then, the Shipper issues the invoice addressed to NaTran relating to the amounts due by NaTran under the terms of the Clause entitled "Shipper balancing" in Section D1 and the Clause entitled "Purchase and sale prices" in Section D2, as applicable to the Shipper, for Month M-1.
Payment is made by NaTran at the latest on the tenth (10th) calendar day after the date of receipt of the invoice, provided that it strictly conforms to the statement specified in the first paragraph of this Sub-clause 10.2. If the latest date as specified above is a bank holiday in France, the latest date for payment falls on the first (1st) next banking day in France.

Receipt of the invoice after the end date of the Contract does not release the Shipper from its obligation to pay this invoice.

The provisions relating to late payment and invoice disputes referred to in Sub-clause 10.1.3 shall apply mutatis mutandis.

10.3 Taxes and duties

The Price specified in the Contract is exclusive of any tax or deduction of the same kind. The amounts due by the Shipper as defined in the Contract shall be increased by any tax or deduction of the same kind legally required to be paid by the Shipper pursuant to any applicable regulations in force.
In addition, the Parties shall bear, as applicable to each Party, any and all the duties and taxes due by them in accordance with the applicable regulations.

Chapter 6 IT system

11 Clause - IT system provided by NaTran

For the purposes of the Contract, NaTran shall provide the Shipper with access to secure websites ctions free of charge (excluding connection costs).
On these websites, confidentiality is ensured by the encryption of data exchanged between the Shipper's browser and NaTran's Web server based on a certificate which can be verified with international authorities.
For access to these websites, authentication of the Shipper is ensured by a personal password associated with a personal login provided by NaTran. To this end, the Shipper shall notify NaTran the name(s) of the individual(s) representing the Shipper who will be granted a personal login and password by NaTran.

The Parties agree that any request notified by the Shipper through these websites website is considered, so far as NaTran is concerned, to have been made by duly authorised persons, having full powers to make commitments in the name and on behalf of the Shipper, in particular financial commitments.
NaTran shall in no event be held responsible for the consequences of communication to any person, a third party or otherwise, or the use by any unauthorised person, of confidential logins and passwords. The Shipper shall maintain an up-to-date list of duly authorised persons and take all measures to manage changes in these nominated representatives due to movements of personnel.
The Shipper shall be liable for its staff and service providers, and undertakes to make all necessary arrangements, especially contractual ones, vis-à-vis its representatives designated as "staff" or "service providers ", in order to meet its confidentiality obligations as referred to in Clause 19

relating to the data they could have knowledge of within the framework of the performance of the Contract, and in particular through access to these websites
NaTran endeavours to provide continued access to these websites but offers no guarantee in this regard. NaTran shall not incur any liability whatsoever for any delay in or failure to meet its contractual obligations arising from unavailability of the site as a result of Internet piracy or of temporary or permanent deprivation or blockage of Internet access for any reason whatsoever and, in particular, any breakdown or unavailability inherent in the hosting server or any information system necessary for the transmission of the data.
The Shipper undertakes to take all appropriate measures to protect its hardware, data and software, in particular against any virus circulating on the Internet and against use by unauthorised third parties, and waives any claim against NaTran in respect thereof.
NaTran informs the Shipper that the data and features available on these websites are subject to change in the course of their development . NaTran may offer new features, whether free of charge or pay-for-use, to the Shipper, as applicable and as the site is developed.

The website site made available to the Shippers by NaTran is:

- Ingrid : https://espace.ingrid.natrangroupe.com/

Within the framework of the Contract, Ingrid allows the Shipper, in particular to:

- make multi-annual, annual, monthly and daily capacity bookings,
- subscribe to UBI capacity,
- subscribe for access to the Title Transfer Point (PEG),
- subscribe to the Daily Capacity subscription service at short notice
- subscribe to the ALIZES Service
- consult the Services and Capacity Portfolio
- consult the Daily Quantities Scheduled, Daily Quantities Taken Off, Daily Quantities Delivered and Daily Quantities Transmitted,
- consult the Daily Capacity for which it has acquired or transferred the rights-of-use in accordance with the provisions of Clause 5,
- nominate.

- consult the Daily Imbalances,
- consult the transmission invoices,

-

NaTran may, at any time and with immediate effect suspend the shipper's access to these websites, without the Shipper being able to invoke any prejudice thereto, in the event of a serious breach or repeated breaches of the shipper's obligations under this article, with the understanding that a serious breach would be for example misuse or fraudulent use of these websites , thus hampering the operation or damaging the image or reputation of NaTran.

Chapter 7 Formalities incumbent on the shipper

12 Clause - Formalities incumbent on the Shipper

12.1 Rights in respect of the Gas

The Shipper represents being legally entitled to make the Gas available at each Entry Point. The Shipper shall hold harmless NaTran and compensate NaTran for any financial consequences arising from recourse taken by a third-party claiming rights in respect of the Gas.

12.2 Supplier license

The Shipper shall check, to the extent a supplier licence is necessary, that the delivery of Gas to the Recipient complies with the said license. The Shipper shall guarantee and hold harmless NaTran against any recourse by any third party resulting from the failure to comply with the said license.

12.3 Customs and administrative formalities

The Shipper shall be responsible for the administrative and customs formalities required for the importation of the Gas transmitted pursuant to the Contract.

Chapter 8 Disruption in service continuity

13 Clause - Network maintenance

NaTran endeavours to maintain the Network and carry out tests and extensions of the Network under conditions that minimise the consequences of such operations on Network Users.

Should such operations be likely to affect the performance of the Contract, NaTran undertakes to inform the Shipper as soon as possible thereof and no later than sixty (60) days before the start date of such operations.

NaTran shall notify the Shipper no later than five (5) Days before the start date of the relevant operations of the extent and duration of their effect on its obligations, in particular specifying the days and the hours when the transmission is to be interrupted.

During the above-mentioned maintenance or extension operations, NaTran's obligations shall be suspended for the duration and within the limit of the effects of these operations on the suspended obligations.

In accordance with the legal and regulatory obligations applicable to NaTran at the time of the above-mentioned maintenance or extension operations, NaTran shall pass on the consequences of these operations to all Network Users equitably.

If Daily Entry is reduced or suspended in application of this Clause, NaTran shall make reasonable efforts, at the Shipper's request, to take off and transmit quantities of Gas having the same Energy Content as those which NaTran is or was unable to take off and transmit due to this fact, the said quantities being made available to NaTran by the Shipper at any Entry Point of the Network. In such a case, no price supplement shall be due by the Shipper.

14 Clause - Safety and Operational Instructions

Notwithstanding any stipulation to the contrary, NaTran, acting as a Prudent and Reasonable Operator, may at any time take any action to preserve the safety of the goods and persons and/or integrity of the Network, and/or to guarantee the execution of its legal or regulatory obligations, including any action, the consequence of which entails the reduction or interruption of the service provided to the Shipper pursuant to the terms of the Contract, subject to the equitable treatment of Network Users in accordance with applicable legal and regulatory provisions. In particular, NaTran may to this end notify the Shipper by any means of the Operational Instructions including through Load-shedding Order with which the Shipper undertakes to comply or, as applicable, with which the Recipient shall be obliged to comply.

The Shipper shall not in any event be entitled to any compensation whatsoever from NaTran or its insurers for any consequences of a reduction or interruption of services provided to the Shipper by NaTran pursuant to the Contract for the above-mentioned reasons.

15 Clause - Force majeure

15.1 Force majeure for NaTran

15.1.1 Event of force majeure

NaTran shall be released from its obligations under the terms of the Contract in the events and circumstances referred to below, for the duration and within the limit of the effects of the said events and circumstances on the said obligations:

- an event of force majeure, defined as any event beyond the control of NaTran, that cannot be resolved by reasonable efforts, which are incumbent on NaTran acting as a Prudent and Reasonable Operator, and preventing it from executing all or part of its obligations under the terms of the Contract;
- any of the circumstances listed below, without meeting all the criteria set out in the preceding paragraph, insofar as the occurrence thereof affects NaTran and prevents it from executing all or part of its obligations under the Contract:
  - strike,
  - machine breakdown or operating or equipment accident, which is not the result of a strike,
  - machine breakdown or operating or equipment accident, which is not the result of a failure of maintenance or improper use of the facilities,
  - a third party act the occurrence of which could not have been reasonably foreseen by NaTran acting as a Prudent and Reasonable Operator,
  - event or circumstance presenting the characteristics defined in the present Sub-clause and which prevents NaTran from fulfilling its obligations under a Connection Contract,
  - measures imposed by Administration or public authorities
  - fulfillment of public service obligations
  - event or circumstance presenting the characteristics defined in the present Sub-clause in consequence of which NaTran has to published Load-shedding Order, in

accordance with Article 2 of the Decree of twenty eighth (28) of November two-thousand and thirteen (2013) adopting the Gas Emergency Plan.
- unauthorised or malicious interferences with a potentially damaging effect for the electronic installations and or for the TRANS@ctions portal and the software and hardware as well as any software viruses (malware).

15.1.2 Notice of force majeure

Should NaTran invoke an aforementioned event or circumstance, it must send to the Shipper, as soon as possible, a NaTran Notice of Force Majeure, followed by written confirmation by fax, telex or any other method agreed upon between the Parties.

The NaTran Notice of Force Majeure shall include:

- the Entry Point or Delivery Point affected,
- a description of the event or circumstance invoked,
- the date of the Day on which the event or circumstance invoked took place,
- the expected effect(s) on the Entry Capacity, the Conversion Capacity or the Delivery Capacity affected.

15.1.3 Effects

NaTran, acting as a Prudent and Reasonable Operator, shall make all reasonable efforts to mitigate the effects of the force majeure event or circumstance and endeavour to ensure as soon as possible that normal performance of the Contract is resumed.

During the period of suspension of its obligations, NaTran shall inform the Shipper of the consequences of the relevant event or circumstance on the performance of its obligations, the measures which it intends to take in order to mitigate its effects on the performance of the Contract, the progress of the implementation of such measures, the expected date for the resumption of normal performance of its obligations under the Contract and the date by which the event is expected to cease.
If NaTran's obligations corresponding to the Daily Entry, Exit, or Transmission Capacity are reduced or suspended in application of this Sub-clause 15.1, NaTran shall make reasonable efforts, at the Shipper's request, to take off and transmit quantities of Gas having the same Energy Content as those which NaTran is or was unable to take off and transmit as a consequence. The said quantities shall be made available to NaTran by the Shipper at any Entry Point of the Network. In such a case, no price supplement shall be due by the Shipper.
If NaTran's obligations corresponding to the Daily Entry, Exit, Conversion or Transmission Capacity are reduced or suspended in application of this Sub-clause 15.1, the Shipper shall be released from its payment obligations for the Daily Entry, Exit, Conversion, Transmission or Delivery Capacity corresponding to the quantities not taken off or delivered by NaTran as a result of the occurrence of the related event or circumstance.

In accordance with the legal and regulatory obligations applicable to NaTran at the time of occurrence of an event or circumstance referred to in this Sub-clause 15.1, and in accordance with the Rules for Determination of Quantities Delivered, NaTran shall pass on to all the Network Users the consequences of this event or circumstance equitably.

15.1.4 Limitations

By express agreement, the reasonable means which NaTran is bound to implement under the terms of this Sub-clause 15.1 are limited to the means available to the latter in its capacity as Network Operator, excluding in particular any recourse to services for the storage, purchase or sale of Gas.

It is expressly agreed that an event or circumstance such as those described in this Sub-clause 15.1 shall not release the Shipper from its balancing obligations as defined in the Sub-clause

entitled "Balancing Obligations" in Section D1 and in the Clause entitled "Shipper's Obligations" in Section D2.

15.2 Force majeure for the Shipper

15.2.1 Event of force majeure

The Shipper shall be released from its obligations under the Contract in the cases and circumstances referred to below for the duration of and within the limit of the effects of the said events and circumstances on the said obligations:

- a case of force majeure, defined as any event beyond the control of the Shipper and that cannot be resolved by reasonable efforts, which are incumbent on the Shipper as a Prudent and Reasonable Shipper, and, preventing it from performing all or part of its obligations under the Contract;
- any of the circumstances listed below, without meeting all the criteria set out in the preceding paragraph, insofar as the occurrence thereof affects the Shipper and prevents it from executing all or part of its obligations under the Contract:
  - strike,
  - machine breakdown or operating or equipment accident, which is not the result of a failure of maintenance or improper use of the facilities,
  - a third party act the occurrence of which could not have been reasonably foreseen by the Shipper acting as a Prudent and Reasonable Shipper.

15.2.2 Notice of force majeure

Should the Shipper invoke an event or circumstance specified in this 15.2 Sub-clause, it shall notify NaTran thereof accordingly as soon as possible by telephone, fax or telex or by any other means agreed upon between the Parties, and shall send a written confirmation thereof.
When the Shipper invokes an event or circumstance described in this Clause 15.2 to request the application of the Sub-clause entitled "Event of Force Majeure" in Section D2, or of the Clause entitled «Price Supplement for Daily Imbalances» in Section D3, or of the Clause entitled «Price Supplement for Cumulative Imbalances» in Section D3,the Shipper shall send to NaTran, as soon as possible, a Shipper Notice of Force Majeure by telephone, fax or telex or by any other means agreed upon by the Parties, and shall send written confirmation thereof by registered mail.

The Shipper Notice of Force Majeure shall include:

- the Entry Point or Delivery Point affected,
- a description of the event or circumstance invoked,
- the date of the Day on which the event or circumstance invoked took place,
- the date of the Day on which the Shipper requests the application of the Sub-clause entitled "Event of Force Majeure" in Section D2,
- the quantity of natural Gas, expressed in MWh (GCV), that due to the event or circumstance that occurred, the Shipper was prevented from making available to NaTran at the Entry Point concerned, or that the Recipient was prevented from taking off at the Delivery Point on the Day concerned.

15.2.3 Effects

The Shipper, acting as a Prudent and Reasonable Shipper, shall make all reasonable efforts to mitigate the effects of the event or circumstance referred to in this Sub-clause 15.2 and endeavour to ensure as soon as possible that normal performance of the Contract is resumed.

During the period of suspension its obligations, the Shipper shall inform NaTran of the consequences of the relevant event or circumstance on the performance of its obligations, the measures which it intends to take in order to mitigate the effects on the performance of the Contract, the progress of the implementation of such measures, the expected date of resumption

of the normal performance of its obligations under the Contract and the date by which the event is to cease.

Where several Entry Points or Delivery Points are affected, the Shipper shall send a Shipper Notice of Force Majeure for each Entry Point or Delivery Point affected.
It is expressly agreed:

- that the Shipper may request the application of this Sub-clause 15.2 only to the extent that the event or circumstance invoked prevents it from performing its balancing obligations, as described in the Clause entitled "Shipper's obligations" in Section D2;
- that an event or circumstance that occurs on a given Day can be invoked according to this Sub-clause 15.2 only on the given Day D and Day D+1.

15.2.4 Limitations

Unless otherwise expressly provided, if the Shipper invokes an event or circumstance referred to in this Sub-clause 15.2, this shall not release the Shipper from its payment obligations under the Contract.

15.3 Prolonged force majeure event

In the event that an event or circumstance referred to in this Sub-clause 15.2 prevents one of the Parties from executing its obligations for a period of more than sixty (60) days, the Parties shall meet to examine the adjustments to be made to their respective obligations under the Contract in order to take this new situation into account. The Parties have a period of ninety (90) days from the occurrence of an event or circumstance referred to in this Clause to agree to these adjustments by way of an amendment to the Contract.

Chapter 9 Liability and insurance

16 Clause - Liability

16.1 Liability with respect to third parties

NaTran and the Shipper shall be liable, as far as each is concerned, for the financial consequences of their civil liability by virtue of ordinary law for damage of any kind whatever caused to third parties during the execution of their respective obligations under this Contract.
The Shipper shall in particular be liable, in accordance with the Clause entitled "Gas characteristics and pressure" in Section B for the Upstream Network, for all the financial consequences of civil liability for damage of any kind whatever caused to third parties as a result of NaTran taking off, at an Entry Point, quantities of Gas that do not comply with the specifications defined in the Clause entitled "Gas characteristics and pressure" in Section B for the Upstream Network and that would not have been expressly accepted as such by NaTran. As a result, the Shipper shall guarantee and hold harmless NaTran against any recourse by third parties in respect thereof, should the Shipper be held liable.
By way of exception to the principle set out in this Sub-clause and in accordance with the Clause entitled "Gas characteristics and pressure" in Section B for the Upstream Network, NaTran shall remain liable for all the financial consequences of civil liability for damage of any kind whatever caused to third parties as a result of NaTran taking off, at an Entry Point, quantities of Gas that do not comply with the specifications defined in the Clause entitled "Gas characteristics and pressure" in Section B for the Upstream Network, but expressly accepted as such by NaTran. As a

result, NaTran shall guarantee and hold harmless the Shipper against any recourse by third parties in such case.

Pursuant to the provisions of the Clause entitled "Gas characteristics and pressure" in Section B for the Upstream Network and the Clause entitled "Gas characteristics and pressures" in Section C for the Downstream Network, NaTran shall remain liable for all the financial consequences of civil liability for damage of any kind whatsoever caused to Recipients resulting from a material breach in its obligations under a Connection Contract or an Interconnection Agreement. As a result, NaTran shall guarantee and hold harmless the Shipper against any recourse by Recipients in such case.

16.2 Liability between the Parties

16.2.1 Personal injury

NaTran and the Shipper shall each be liable for the consequences of any personal injury that could affect a member of their respective staff employed directly or indirectly during the execution of their respective obligations under this Contract, regardless of the author of the act having caused the personal injury.

As a result, NaTran and the Shipper, including on behalf of their respective sub-contractors and suppliers, waive the right to any recourse against one another in respect of any injury caused to their respective personnel, subject to any right of the interested parties or their assigns and the rights of the French public welfare system (Sécurité Sociale) or an equivalent system.

16.2.2 Material and immaterial damage

A. NaTran and the Shipper shall be liable, in executing their respective obligations under the Contract, for any direct material loss that they may cause to installations belonging to the other Party or which this other Party has in its custody as well as any direct immaterial loss suffered by the other Party.
The liability of each of the Parties under the terms of this Sub-clause is, however, limited to the limits defined in Sub-clause 16.2.3 of Section A. Consequently, each of the Parties waives all rights to bring any claim against the other for such damage in excess of the said limits.

B. By way of exception to Point A above and in accordance with the provisions of the Clause entitled "Gas characteristics and pressure" in Section B, NaTran shall be liable for any material loss caused to its installations or to installations which it has in its custody, where such damage was caused as a result of NaTran taking off at an Entry Point quantities of Gas which were not in compliance with the specifications defined in the Clause entitled "Gas characteristics and pressure" in Section B, but expressly accepted as such by NaTran. Consequently, NaTran waives all rights to bring a claim against the Shipper in such case.

16.2.3 Limitation of liability

The liability of NaTran and the Shipper, pursuant to Sub-clause 16.2.2 above, shall not exceed the following limits:

- for each event, twice (2x) the maximum monthly value of the total of the capacity terms and the fixed terms referred to in Sub-clause 8.1 of Section A for the Months between the effective date and the expiry date of the Contract, but not exceeding two hundred thousand (200,000) euros;
- per calendar year, two (2) times the amount specified above.

17 Clause - Insurance

The Parties may subscribe the insurance policies necessary to cover the risks for which they remain liable respectively under the Contract. Each Party shall respectively bear the related premiums and potential deductibles of such insurance policies they subscribe for their own risks.

In this respect, each of the Parties undertakes to obtain from its insurers a waiver of the rights of subrogation within the limits referred to in this Chapter 8.

Chapter 10 Performance of the contract

18 Clause - Termination and suspension

18.1 Termination

In the case of a material breach or repeated breach by either of the Parties of their obligations under the Contract, and without prejudice to the application of penalties available under the Contract for the said breach, the non-defaulting Party may unilaterally terminate the Contract after giving notice to remedy or cure the default(s) remaining without effect after a (30) thirty day period from the issuance of the said notice. The defaulting party shall be liable to the other party to compensate the damage suffered by the latter as a result of the termination. Such compensation shall in no event exceed the limits of liability fixed per event under Sub-clause 16.2.3 of Section A.
In the event of the Contract being terminated under Sub-clause 21.2 of Section A, the Contract shall be terminated in compliance with said Sub-clause without notice or compensation of any kind whatsoever becoming due to the Shipper.

18.2 Suspension

In event of the Outstanding Balancing Amount strictly inferior to minus one hundred percent (-100%), and provided that such lack of Gas supply is not the result of an event of force majeure as stated in Clause 15 of Section A and that NaTran has correctly put information on the value of the Daily Quantities Taken Off and Delivered for the Days in question at the Shipper's disposal by the usual means of communication, NaTran is legally entitled to suspend the Contract in whole or in part, in order to give the Shipper the possibility of supplying its customers in France, without prior formal notice or compensation.

In case of Contract's suspension, the Shipper is forbidden to subscribe new Capacities and to nominate a Quantity on all or part the Networks of NaTran, included Title Transfer Point, but the Shipper is still obliged to his contractual obligations and in particular to pay the invoices. The suspension is applied without prejudice to the exercise of the other rights opened to NaTran in conformance to the Contract. NaTran can stopped the suspension of the Contract, under five (4) Working Days, as soon as the Outstanding Balancing Amount is superior to minus one hundred percent (-100%).

19 Clause - Confidentiality

Unless otherwise stated under the Contract or by express agreement of the Parties or under the terms of legal or regulatory provisions, each Party undertakes to treat as confidential with regard to third parties any information related to the preparation and/or performance of the Contract.

Each Party is entitled to provide the Daily and Hourly Delivery Capacity and the Daily Transmission Capacity on the Regional Network at a Consumer Delivery Point to the Recipient concerned, without the other Party being able to oppose the transmission thereof.

In case a Shipper makes exchange of gas via a Gas Exchange, NaTran is authorised to forward, as the case may be, the following information to the Clearing Party(ies):

- the starting and expiry dates, and any modification of conditions for the accesses contracted by the Shipper at the Title Transfer Point, such as suspension, resumption, or termination,
- information held by NaTran of forthcoming insolvency proceedings concerning the Shipper,
- the occurrence of any other serious default by the Shipper which affects NaTran' business.

The Parties shall not be responsible for the disclosure of information if such information:
(i) is already in the public domain;
(ii) has been properly obtained from other sources without restriction or violation of the present confidentiality obligation;
(iii) must be communicated to third parties because it is required by a law, a judicial decision or a decision issued by a competent public authority; or
(iv) is communicated to the Parties' respective advisers or statutory auditors.

This confidentiality obligation is binding upon the Parties for the entire duration of the Contract and thereafter shall survive for a period of one (1) year following expiry of the Contract.

20 Clause - References/Intellectual property

By express agreement between the Parties, NaTran may use the Shipper's name and logo as a commercial reference, unless the Shipper stipulates otherwise in writing.

The Documentation communicated by NaTran for the purposes of the Contract cannot be construed as granting any property right to the Shipper. NaTran grants the Shipper, for the duration of the Contract, a non-exclusive and non-transferrable right to use the Documentation in accordance with its purpose for the performance of the Contract on the understanding that the Documentation will remain the property of NaTran or its licensors, as applicable. The Documentation is subject to the confidentiality obligation referred to in Clause 19.

21 Changes and amendments to the Contract

21.1 Amendments following legislative and regulatory changes

In case of new legislative or regulatory provisions from any competent authority or a binding decision of the Energy Regulatory Commission under the Energy Code that may apply directly or indirectly to the Contract during the period of execution of the Contract, NaTran shall adjust the Contract to the new circumstances. NaTran shall notify the Shipper in writing of changes in form and/or substance to the Contract and publish them on its website. The new contractual terms and conditions shall become legally applicable and shall automatically replace the present terms and conditions, without compensation of any kind.

Notably in case of a change in the tariff structure for use of the Network pursuant to the Energy Code, the Parties agree to enter into discussions to transpose into the new tariff structure the capacity subscribed under the Contract and directly affected by this change.

21.2 Other changes

In the event that NaTran should amend the Contract for reasons other than those referred to in Sub-clause 21.1 above, including in particular any restructuring resulting from consultation works, NaTran shall notify the Shipper in writing of the said amendment and shall publish the new contractual terms and conditions on its public website. These shall become legally applicable and shall automatically replace the present terms and conditions on the planned effective date, without compensation of any kind, provided that they have been published on NaTran' public website at least twenty-five (25) days before they come into force.

If, within fifteen (15) days or any other longer period provided by NaTran from receipt the new contractual terms and conditions referred to in the above paragraph of this Sub-clause 21.2, the Shipper informs NaTran in writing and can demonstrate that they result, for the Shipper, in a duly justified imbalance of the Contract compared with the balance that existed when the Contract was signed, or a prejudicial reconsideration, duly justified, of existing rights and/or obligations under the Contract, the Parties shall enter into discussions to seek a mutual agreement on adjustments that can be made to the Contract to comply with the principle of non-discrimination between users of the Network. It is understood that any agreed adjustment will be the subject of an amendment to the Contract. If the Parties fail to reach an agreement within thirty (30) days of the publication of the new contractual terms and conditions, the Parties shall submit the dispute to the competent jurisdiction in compliance with Clause 23. In any case, either Party may terminate the Contract without notice or compensation in case of an imbalance or a reconsideration of its rights, justified in accordance with the present Sub-clause 21.2.

22 Clause - Language

The Contract is written in French and is signed in duplicate (2x) originals. The French version of the Contract shall take precedence over any translation which might be made available by NaTran for information purposes. All communications between the Parties shall be in English or French.

23 Clause - Applicable law for Dispute Settlement

This Contract shall be construed in accordance with and governed by the Law of France without regard to conflict of laws rules.

The Parties shall endeavour to settle amicably any dispute arising in connection with the constitution, performance or interpretation of the Contract. Should the Parties fail to reach an amicable agreement, the dispute shall be settled by the French Tribunal des Activités Economiquesof Paris and/or the CoRDiS (dispute settlement body of the French Energy Regulatory Commission), in accordance with their respective jurisdiction over the dispute.

24 Clause - Information

The Parties shall keep each other informed, at all times and as soon as possible, of any event or circumstance or information of any kind whatsoever which could significantly affect the performance of the Contract.

25 Clause - Assignment

The Shipper may not assign any or all its rights and obligations under the terms of the Contract without the express prior consent of NaTran.

26 Clause - Personal data

In the context of the Services, each party collects as an independent data controller, directly or indirectly, personal data relating to the users of the other party, which are subject to automated processing. This processing is carried out in accordance with the regulations in force, in particular the amended Law n°78-17 of January 6, 1978, as well as Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("GDPR"), and is intended to manage the relationship with the other party (management of commercial activities, information, complaint management, invoicing, accounting, payment management, collections, improvement of the order process, loyalty program, etc.). Each party will be held solely responsible for any damage caused by the processing it carries out with respect to personal data and which may constitute a violation of the applicable regulations. No joint and several liability can be invoked against the parties.

27 Clause - Amendment to the Contract

The Contract may only be changed by amendment, with the exception of the cases indicated in Sub-clauses 21.1 and 21.2 and of the following contractual data that is managed by TRANS@ctions:

- daily capacity subscriptions within the UBI process,
- allocations of Daily Delivery Capacity at Transport Distribution Interface Points,
- ALIZES Service subscriptions,
- Subscription to auxiliary services and access to Title Transfer Point
- transfers of capacity managed through the PRISMA platform in accordance with the Clause entitled "Capacity secondary market" in Section B.

The contract is also modified according to the terms and conditions of the Clause 4.2.

The Parties agree to make no handwritten modification to an amendment to the Contract.