
GENERAL TERMS OF BUSINESS

OF

UNIPER GLOBAL COMMODITIES SE

FOR NATURAL GAS TRADING IN HUNGARY

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1. EFFECT AND SCOPE OF THE TERMS OF BUSINESS, TERMS AND DEFINITIONS, DATA RELATING TO THE LICENCE HOLDER

1.1 Data relating to the licence holder

Uniper Global Commodities (“**Licence Holder**”) is a leading global energy company with a substantial European electricity and natural gas trading business.

Data relating to the Licence Holder:

Corporate name:	Uniper Global Commodities SE
Seat:	Holzstraße 6, 40221 Düsseldorf, Germany
Registration number:	HRB 61123
VAT Tax number:	DE192205313

On the basis of the limited natural gas trading licence [no. 5150/2015] issued by the Hungarian Energy and Utility Regulatory Authority (“**Authority**”) in accordance with the provisions of Act XL of 2008 on the Supply of Natural Gas (“**Gas Act**”), the Licence Holder has already participated in the Hungarian wholesale market to benefit from advantages offered by regional gas wholesale activity.

The Licence Holder as holder of a full scale trading licence intends to provide service only to a limited number of end customers such as the Uniper Hungary Energetikai Korlátolt Felelősségű Társaság and other large industrial end customers that are not entitled to universal service.

The Licence Holder does not provide service to customers entitled to universal service under any circumstances. Prior to the possible provision of service to such customers, the Licence Holder will initiate the necessary modification of its Terms of Business in accordance with the provisions of the Gas Act and the Government Decree 19/2009 (I. 30.) on the implementation of certain provisions of the Gas Act (“**Implementation Decree**”).

1.2 Effect and scope of the Terms of Business

The terms of business relating to natural gas trading (“**Terms of Business**”) set out, in accordance with the relevant provisions of the Gas Act, the legal relationship between the Licence Holder and its contractual partners, who purchase natural gas from it, the general contractual terms and conditions and the substantive elements defined in the Implementation Decree.

The Terms of Business apply to the activity defined in the operating licence of the Licence Holder, the Licence Holder and its contractual partners.

The Authority approves the Terms of Business and any modifications thereof. The Terms of Business enter into force upon the approval by the Authority and remain in force until the date determined in the approving decision of the Authority.

The Licence Holder will modify its Terms of Business if required or necessitated by legislative amendment, or if necessitated by changes in the environment which affect its activity.

In the event of any inconsistency between the provisions of this Terms of Business and a natural gas trade contract between the Licence Holder and its contractual partner, the terms of the natural gas trade contract shall prevail.

1.3 Definitions

Unless provided otherwise by the Terms of Business, terms used in the Terms of Business hereunder have the meanings assigned to them in the provisions of the Gas Act, Implementation Decree and the Operational and Commercial Code ("**Operational Code**").

2. ACTIVITIES PERFORMED AND SERVICES PROVIDED BY THE LICENCE HOLDER, LISTING OF CUSTOMER GROUPS SUPPLIED BY THE LICENCE HOLDER

2.1 Activities performed and services provided by the licence holder

The core activity of the Licence Holder is inter alia natural gas trading, i.e. for-profit business operations involving the sale and purchase of natural gas for purposes other than own use, and the provision of related services. Accordingly, activities and services provided by the Licence Holder on the basis of the natural gas trading licence, in accordance with prevailing statutory provisions, particularly include the following:

- delivery of the contracted quantity of natural gas to the delivery point determined by the contracting parties;
- nomination;
- balancing;
- quantity and financial settlements.

2.2 Listing of customer groups supplied by the licence holder

In the field of License Holder's gas trading activities, its primary activity is wholesale gas trading, that is, activity where the trader buys and/or sells the natural gas to resellers (other licence holders) and not directly to customers.

As is customary with wholesale gas trading, the Licence Holder usually seeks to apply a bilaterally negotiated version of the General Agreement Concerning the Delivery and Acceptance Of Natural Gas prepared and published by the European Federation of Energy Traders (EFET) ("**EFET General Agreement**") in its contractual relationships with other resellers. The individual contractual terms and conditions of a natural gas trade as agreed by the parties in the course of negotiations are set out in the EFET election sheet of the EFET General Agreement which constitutes an inseparable part of the EFET General Agreement and together with an Individual Contract ("**Individual Contract**") which sets out the commercial terms of the natural gas trade, form a natural gas trade contract (the

“**Natural Gas Trade Contract**”). The EFET General Agreement and election sheet are accessible on the EFET website (www.efet.org).

Further to the wholesale trading the Licences Holder plans to provide services to large end customers that are not entitled to universal services.

3. RELATIONSHIP WITH THE EXTERNAL ENVIRONMENT, SUPERVISORY AUTHORITIES, CUSTOMERS AND SYSTEM OPERATORS

3.1 Relationship with superior bodies

In the course of performing the licensed activity, the Licence Holder shall cooperate with authorities' supervising activities on the natural gas market and other bodies, particularly the Authority, the Ministry responsible for energy policy and the National Tax and Customs Administration, in accordance with its obligations under the provisions of the Gas Act, Implementation Decree and the Operational Code in force.

3.2 Organisation and operation of contact with customers

The Licence Holder does not provide service to customers entitled to universal service and therefore does not set up any permanent customer service centers or customer service branches.

3.3 Information regularly provided to customers and information provided under the natural gas trade contract

The Licence Holder shall provide particularly the following information on its web site www.uniper.energy:

- the company;
- information on the activities of the Licence Holder in the gas industry;
- sectoral regulations (Terms of Business); - which terms of business need to be published, also the **Hungarian** Terms of business on the Uniper internet website
- information on services provided by the Licence Holder;
- other notices and statements, information stipulated by law.

3.4 Relationship with system operators

The Licence Holder shall continuously maintain valid cooperation, capacity reservation and network access contracts concluded with system operators and cooperate with the system operators in implementing natural gas trade transactions in accordance with its obligations under the provisions of law and the Operational Code in force.

4. GENERAL RULES RELATING TO THE SECURITY OF NATURAL GAS SUPPLY, DATA PROTECTION AND ENVIRONMENTAL PROTECTION

4.1 Guarantees relating to secure supply to customers and provisions ensuring supply

The system operators shall maintain continuous disruption response services which are in contact with the dispatcher service of the Licence Holder. The Licence Holder shall inform its contractual partners of any necessary measures.

4.2 Guarantees relating to data protection

The Licence Holder shall at all times confidentially manage any information and data it becomes aware of in connection with its natural gas trade activity in accordance with statutory regulations in force, particularly Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), Act CXII of 2011 on Informational Self-Determination and Freedom of Information and the relevant provisions of the Operational Code, provided that the Licence Holder does not generally manage personal data, in view of the fact that it does not provide service to natural person customers.

Where applicable the parties shall set out detailed rules relating to the confidential management of data in the Natural Gas Trade Contract.

4.3 Environmental protection rules and provisions ensuring regulation

The Licence Holder shall conduct its activity in compliance with the environmental protection rules in force. The quality assurance and environmental control systems operated by the system operators guarantee compliance with environmental protection rules.

5. QUALITY REQUIREMENTS RELATING TO NATURAL GAS SERVICES AND DISTRIBUTED NATURAL GAS

5.1 Quality parameters of natural gas trade conducted by the Licence Holder

In the course of conducting natural gas trade activity, the Licence Holder shall ensure the continuity and security of natural gas trade services and the provision of information and service to contractual partners in accordance with the Natural Gas Trade Contract.

5.2 Quality requirements of distributed natural gas

The Licence Holder shall sell natural gas in conformity with the prevailing standard (currently: MSZ 1648:2016) relating to the quality of natural gas. Where there are several delivery points, the contractual partner shall acknowledge possible deviation attributed to the geographical, hydraulic location of the given delivery-acceptance points.

The terms and conditions for the acceptance or refusal of natural gas of non-conform quality shall be specified in the Natural Gas Trade Contract

5.3 Rules of procedure applied to gas quality control

The automatic quality control equipment installed in the system of the transmission system operator measures the quality parameters of natural gas (calorific value, pressure, density, temperature, etc.).

Quality testing and calculation is performed in accordance with the relevant MSZ ISO standards. Measurements shall be conducted with calibrated meters for the certification of quantity and/or quality bound to legal consequences.

The Operational Code sets out detailed rules relating to gas quality control.

6. METHODS AND DETAILED RULES ON SATISFYING CUSTOMER DEMAND AND RULES ON REPORTING CHANGES AT THE CUSTOMER

6.1 Order and rules on the provision of information to the applicant

The Licence Holder shall review the received application and inform the applicant within 15 days at the latest as to whether it can send a contract offer to it, and if yes, it shall also inform the applicant of data and documents necessary for preparing the offer.

The Licence Holder only prepares offer on condition that the contracting entity attach a confidentiality statement to its request for offer and provide data and attach documents to the offer requested by the Licence Holder. Where necessary, the applicant and the Licence Holder shall clarify data necessary for the supply of natural gas at personal consultations. Bidding shall further be conditional on the contracting entity fulfilling conditions set by the Licence Holder for the counterparty in accordance with Point 7.7 of this Terms of Business.

6.2 Listing of data, documents requested from the applicant and method of submission

Natural gas purchase and other service requests shall be submitted in writing to the Licence Holder. The following data shall be provided and documents submitted for the application:

- general data on the applicant (name, address, representative, company registration number, tax number, bank and bank account)
- planned date and duration of the requested / capacity and the corresponding quantity of the gas;
- type of consumption;
- delivery-acceptance point;
- expected monthly consumption related to place of consumption, daily and hourly peak capacity (in units required under the Operational Code in winter and summer periods);

- expected consumption profile and minimum consumption data;
- required technical specifications;
- registered capacity certification, certified information necessary for the satisfaction of demand, but not on the availability of services provided by the Licence Holder (e.g. system operator's statement on the availability of capacity);
- information relating to restriction classification;
- preferred settlement and payment terms;
- other special demands.

6.3 Particular criteria relating to the conclusion of the Internet or paper based Natural Gas Trade Contracts

Unless otherwise agreed between the Parties, the Parties conclude paper based Natural Gas Trade Contracts.

The Licence Holder shall send its contractual offer (draft contract) to the contracting entity within a reasonable period of time from the availability of all data and documents necessary for making the offer, if the satisfaction of the indicated demand is possible in respect of both natural gas quantity and capacity. The Licence Holder shall make its contractual offer in accordance with the prevailing business, market, legal conditions.

The offer is only binding on the Licence Holder for a period specified in the offer and shall expire if the contracting entity does not return the draft contract duly signed by the deadline specified therein.

If the contracting entity accepts the offer within the offer validity period, in accordance with the above, the natural gas trade contract shall be concluded and the Licence Holder will commence the supply of gas on the date and under the terms and conditions set out in the contract.

If the contracting entity signed the draft contract with disagreement, the contract is not concluded, and the disagreement shall be deemed a new offer. In such case, the Licence Holder decides whether to negotiate with the contracting entity or reject its offer. The Licence Holder shall inform the contracting entity within a reasonable period of time from receipt of the offer of the contracting entity. If necessary, the parties shall negotiate and draft the contractual terms and conditions in the framework of personal consultations. The Licence Holder is not obliged to contract.

6.4 Procedure followed upon changes at the customer

Changes in certain contractual data of the customer (e.g. changes in the bank account number, contact, etc. of the customer) do not require the modification of the contract. The customer shall report such changes to the Licence Holder in a written notice without delay. New data shall be effective from the written confirmation of them by the Licence Holder.

Modification of the contractual business elements shall be subject to the modification of the contract mutually agreed to by the parties. The customer shall report such demand to the Licence Holder in writing. The Natural Gas Trade Contract may only be modified in writing, by mutual agreement between the parties.

Change in the person of the customer shall be regulated by the parties in the Natural Gas Trade Contract in accordance with the provisions of the Gas Act, to the extent applicable, and relevant legislation and regulations.

7. GENERAL CONTRACTUAL TERMS AND CONDITIONS

7.1 General scope of contracts

7.1.1 Conclusion of Individual Contracts

The EFET General Agreement and – unless otherwise agreed between the Parties – an Individual Contract under the EFET General Agreement may only be concluded in writing. Once executed, Natural Gas Trade Contracts shall be for the term set out in the Natural Gas Trading Contract unless otherwise terminated.

7.2 Rights and obligations of the parties

The primary obligations of the Parties under a Natural Gas Trade Contract are the following:

7.2.1 Delivery and acceptance of natural gas

In accordance with each Individual Contract, the Licence Holder shall schedule and deliver, or cause to be delivered, at the delivery point the contract quantity during each time unit of the total supply period and the customer shall schedule and accept, or cause to be accepted, at the delivery point the contract quantity during each time unit of the total supply period.

7.2.2 Payment for natural gas

In respect of each Individual Contract the customer shall pay the Licence Holder for the delivered quantity in respect of each time unit of each month at the contract price in accordance with point .

7.3 License Holder's rights and obligations relating to the reservation of capacity, Licence Holder's undertaking to return transferred capacity

7.3.1 Reservation of capacity

Unless agreed otherwise between the parties, the customer shall temporarily assign to the Licence Holder its right of disposal of its registered capacity by execution of the Natural Gas Trade Contract (preliminary contract or capacity reservation statement), for up to the amount set out therein, pursuant to which the Licence Holder is entitled to reserve capacity

necessary for the natural gas supply of the customer in the transmission and distribution pipeline and the storage facility.

If the Natural Gas Trade Contract is terminated for any reason, the capacity reservation right shall be transferred back to the customer on the date of termination.

Subject to the provisions of the Natural Gas Trade Contract

- (a) The Licence Holder shall bear all risk associated with and shall be responsible for any costs or charges imposed on or associated with scheduling, transportation and delivery of the contract quantity up to the delivery point; and
- (b) The customer shall bear all risks associated with and shall be responsible for any costs or charges imposed on or associated with scheduling, acceptance and transportation of, the contract quantity at and from the delivery point.
- (c) Each party represents and warrants to the other that:
 - (i) it is an entity duly organised, validly existing and in good standing under the laws of its jurisdiction of incorporation or organisation;
 - (ii) it has all governmental, regulatory and other authorisations, licences, approvals and consents necessary for it legally to perform its obligations under the Natural Gas Trade Contract and any credit support document to which it is party;
 - (iii) it is not relying upon any representation made by the other party other than those expressly set forth in the Natural Gas Trade Contract or any credit support document to which it is a party;
 - (iv) with respect to a party, it is not insolvent, and there are no pending or threatened legal or administrative proceedings to which it is a party which to the best of its knowledge would materially adversely affect its ability to perform the Natural Gas Trade Contract or any credit support document to which it is party, such that it could become insolvent.

7.4 Management of special terms

The parties may agree on specific terms in the EFET Election Sheet and/or in the Individual Contracts.

7.5 Terms of price application, determination of prices, terms of price modification, procedure followed upon price modification

The Licence Holder and its contractual partners shall in all cases determine the purchase price of sold natural gas under the Natural Gas Trade Contract on a market basis, at negotiations preceding the conclusion of the Natural Gas Trade Contracts. The parties may agree on fixed or floating prices.

7.6 Rules applicable to disruption, restriction and suspension

7.6.1 Natural gas supply emergency and disruption

The Licence Holder has drafted internal regulations for the management of disruptions and emergencies in accordance with statutory requirements.

The designated transmission system operator shall carry out the professional, operational control of response to natural gas emergencies and disruptions. The designated transmission system operator is responsible for taking necessary measures to restore the balance of the interconnected natural gas system. The Licence Holder shall cooperate with the designated transmission system operator in responding to the natural gas emergency and in executing the given professional instructions.

7.6.2 Suspension

Unless other technical solutions are available, the system operator may suspend the transmission, distribution and storage of natural gas in the event of the maintenance, conversion, overhaul, development and replacement of the system and the connection of new customers in the minimum necessary range of customers, for the minimum necessary period.

The initial date and foreseeable duration of suspension and the necessary security measures shall be notified to network users in the manner defined in the terms of business of the system operator at least fifteen (15) days in advance or three (3) months in advance in relation to scheduled preventive maintenance. Rules on advance consultation with network users are set out in the Operational Code. The system operator shall pay a surcharge determined in the decision of the Authority in the event of suspension that is unannounced or announced with delay, or if the announced suspension is unreasonably exceeded. In addition to receiving a surcharge, the network user is entitled to claim compensation of proven damage. Network users are entitled to reject the given date if the system operator is late in announcing suspension in advance. In such case, the parties concerned shall consult again to set the date of suspension. The Authority has the right to judge the justification of exceeded suspension time.

7.7 Detailed requirements applicable to the counterparty, optional financial guarantees in relation to customers with consumption of over 20 m³/hour

7.7.1 Risk assessment

Prior to the conclusion of the Natural Gas Trade Contract, the Licence Holder may evaluate their counterparty in terms of financial stability and solvency, and make their offer in consideration of the results of such risk analysis and in reliance on the representations and warranties at point 7.3.2(c).

7.7.2 General requirements applied to counterparty:

- holds official permits and licences necessary for contracting and the performance of the contract, if necessary;
- possesses the financial, liquidity resources, adequate security ensuring contractual performance that is necessary for the supply of natural gas.

7.7.3 Financial Security

Unless provided otherwise in the Natural Gas Trade Contract, the Licence Holder shall accept a bank guarantee or deposit as financial security. Unless provided otherwise in the Individual Contract, the Licence Holder shall accept as financial security only a valid irrevocable and unconditional on-demand bank guarantee in the form approved in advance, issued by a bank whose long-term deposit rating corresponds to or is better than Standard and Poor's A- (A minus) or Moody's A3 rating. The bank guarantee shall be valid until the last day of the second month following the expiry of the contractual delivery period.

The amount of security shall be determined on the basis of the contracted quantity. Unless provided otherwise by the Natural Gas Trade Contract the amount of security corresponds to the contractual equivalent of the quantity contracted for two gas months.

7.8 Rules relating to the settlement of quantity and payment

7.8.1 Calculations applied to metering and settlement

The Licence Holder does not possess own metering equipment nor applies own metering calculations. Settlement with counterparty is performed according to the metering procedure applied by the system operators, on the basis of data supplied by them. The quantity of natural gas shall be metered and its quality determined in accordance with the provisions of the Operational Code and system operators' terms of business approved by the Authority.

7.8.2 Basis, terms, period and rules of settlement

In respect of an Individual Contract and each time unit of the total supply period, the quantity of natural gas delivered by the Seller and accepted by the Buyer (the "**Delivered Quantity**") for such Individual Contract for such time unit shall be determined in accordance with the nomination and allocation arrangements at the delivery point and the allocation statements of the relevant system operator.

7.8.3 Rules relating to invoicing and invoice complaint handling

(a) Invoice

Each party who is a seller of natural gas under an Individual Contract shall transmit to the other party in the course of the calendar month following delivery of natural gas under Individual Contract(s) for the previous month an invoice setting forth the total quantities of natural gas that were sold by it under each Individual Contract in the previous calendar month. In connection with such invoice the party shall state all amounts then owed between the parties pursuant to each Individual Contract for which it is the seller including, without limitation, all amounts owed for the purchase and sale of natural gas, fees, charges, reimbursements, damages, interest, and other payments or credits owed between the parties and the net amount due for payment in respect of each Individual Contract.

(b) Payment

On or before the later to occur of (a) the twentieth (20th) day of the calendar month or if not a business day the immediately following business day; or (b) the tenth (10th) day following receipt of an invoice (whichever being the "**Due Date**"), a party owing an invoiced amount shall pay, by wire transfer in freely available funds, the amount set forth on such invoice to the payment address or bank account provided by the other party as specified in the Natural Gas Trade Contract. Such payment shall be made in the currency specified in the Natural Gas Trade Contract, and subject to applicable taxes, and the remitter shall pay its own bank charges.

(c) Disputed amounts

If a party, in good faith, disputes the accuracy of an invoice, it shall – if possible – on or before the due date provide a written explanation of the basis for the dispute and shall pay, subject to the provisions of the Natural Gas Trade Contract, the undisputed amount invoiced no later than the due date. If any amount withheld under dispute is finally determined to have been due, such withheld amount shall, at the election of the owed Party, be credited or returned to it within ten (10) days of such determination, along with interest accrued at the interest rate specified in the Natural Gas Trade Contract from, and including, the date such amount was due, to the other party, but excluding, the date paid or credited.

7.9 Rules relating to breach of contract and irregular consumption

7.9.1 Events of breach of contract and irregular consumption

Events of breach of contract shall be set out in the Natural Gas Trade Contract based on the individual agreement between the parties.

The events which may particularly constitute a breach of contract, subject to the parties' agreement, are the following:

(a) Non-performance

The failure of a party or its credit support provider, when required, to make a payment, to deliver any performance assurance or to perform any other material obligation under the Natural Gas Trade Contract or under any credit support document provided that such failure is not cured within a period agreed between the parties in the Natural Gas Trade Contract.

(b) Winding-up, insolvency, attachment

A party or its credit support provider

- (i)** passes a resolution on its voluntary dissolution;
- (ii)** becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (iii)** passes a resolution on the application for liquidation;
- (iv)** a petition is presented for its liquidation, and is not withdrawn, dismissed, discharged, stayed or restrained within such period as specified in the Natural Gas Trade Contract.
- (v)** causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified above.

(c) Failure to deliver or accept

The failure of a party to comply with its obligation to deliver or accept natural gas under the Natural Gas Trade Contract for any reason attributable to the party for more than seven (7) consecutive days or for more than seven (7) days in aggregate within a period of sixty (60) days.

7.9.2 Sanctions and consequences

Legal consequences of breach of contract are as set out in the Natural Gas Trade Contract and/or applicable statutory and regulatory provisions and may include the following:

(a) Surcharge

In accordance with prevailing statutory and regulatory provisions.

(b) Default interest

Late payments shall accrue interest from, and including, the due date to, but excluding, the date of payment, at the interest rate agreed between the parties in the Natural Gas Trade Contract.

(c) Compensation for damages

The defaulting party shall compensate the other party for damages resulting from the breach of its contractual duties in accordance with the provisions of the Natural Gas Trade Contract.

(d) Suspension of gas delivery

In addition to any other rights or remedies available to a Party (the "**Non-Defaulting Party**"), should a Party (the "**Defaulting Party**") default on any payment that is due under the Natural Gas Trade Contract, or should it or its credit support provider fail to provide, replace or increase the amount of any credit support document or any performance assurance as required pursuant to the Natural Gas Trade Contract, the Non-Defaulting Party shall be entitled, no earlier than three (3) business days after sending a written notice to the Defaulting Party immediately to cease further delivery or acceptance (as the case may be) of natural gas (and be released (and not merely suspended) from its underlying delivery or acceptance obligations) under the Natural Gas Trade Contract and (provided that the Non-Defaulting Party has already exercised any rights available to it to set off its obligations to make payments under the Natural Gas Trade Contract to the Defaulting Party against amounts owed by the Defaulting Party to it) the Non-Defaulting Party shall have the right to withhold payments owed by it to the Defaulting Party under the Natural Gas Trade Contract in each case until such time as the Non-Defaulting Party, has received either the required credit support document or performance assurance or full payment (including all applicable default interest and expenses) of all outstanding amounts owed to the Non-Defaulting Party.

(e) Early termination

7.9.3 Performance Assurance

To address each party's risk relating to the creditworthiness of the other party, and to secure the prompt fulfilment of all obligations resulting from a Natural Gas Trade Contract, further to the financial security described in point 7.7 of this Terms of Business the parties may agree in their Individual Contract upon the circumstances in which credit support documents may be required to be provided additionally for the benefit of a party, including, the form of credit support documents, the amount of credit support, and the identity of acceptable credit support provider(s).

7.9.4 Restoration of performance

Conditions for restoration of contractual performance:

- reasons for the suspension of service (exclusion) have ceased;
- the contracting partner has fulfilled its contractual payment obligation and settled any costs or damage incurred in connection with the suspension (termination) and restoration of service.

The customer shall notify the Licence Holder in writing of the cessation of breach of contract (suspension, circumstance substantiating exclusion). Subject to agreement between the parties, following receipt of the partner's notification and fulfilment of the above payment obligation by the customer, the Licence Holder shall proceed to restore the delivery and acceptance of natural gas in accordance with the system operators' terms of business.

The system operators' terms of business set out the administrative and technical procedures on breach of contract and irregular consumption relating to network use.

7.9.5 Sanctions applicable to late payment

Please refer to points 7.9.2(b), 7.9.2(d), 7.9.1(a) and 7.11.2.

7.10 Rules relating to the administration of customer complaints and complaint handling

Customers may submit complaints in writing by sending an e-mail to the below e-mail address:

ugc-customer-request-hu@uniper.energy

Customers may submit complaints by sending letter to the below address of the Licence Holder:

*Uniper Global Commodities SE
Head of Legal Department
Holzstraße 6, 40221 Düsseldorf, Germany*

The Licence Holder shall attempt to resolve the case by establishing direct contact with the customer. In the above process, it shall give a substantive reply to the customer in writing within 15 days. This deadline shall commence upon receipt of the submission by the Licence Holder, as the licence holder entitled and obliged to follow procedure, or – in case more licence holders are involved – upon expiry of deadlines available for the conducting of the necessary consultations.

The licence holder is not obliged to review a repeated submission submitted by the same customer, with content identical to the previous, substantively answered submission, which does not contain new information, or anonymously submitted customer submissions. Review of the submission is not mandatory, either, if the complainant

submits its submission six months after becoming aware of the objected activity (failure to act). If the Licence Holder fails to give a substantive reply to the submission by the available deadline, or it gives a reply that is unacceptable to the customer, the customer may turn to the customer protection authority or the Office in relation to its submission.

7.11 Termination of contract

The Natural Gas Trade Contract may be terminated in accordance with either point 7.11.1 or point 7.11.2.

7.11.1 Ordinary termination

The EFET General Agreement will terminate by a party giving the other Party thirty (30) days prior written notice of termination ("**Ordinary Termination**"). In the event of Ordinary Termination, the EFET General Agreement shall remain legally binding on the parties until, but only in respect of, all rights and obligations already created or existing under the Natural Gas Trade Contract prior to the date of the Ordinary Termination are fully performed by both parties.

7.11.2 Early Termination

If a breach of contract referred to in point 7.9.1 and specified as a material reason for termination in the Natural Gas Trade Contract with respect to a Party has occurred and is continuing, the other Party (the "**Terminating Party**") may terminate the Natural Gas Trade Contract ("**Early Termination**") by giving the other Party notice.

A notice of Early Termination shall specify the relevant material reason for the Early Termination and shall designate a day as an early termination date (the "**Early Termination Date**"). The Early Termination Date may not be earlier than the day the notice is deemed to have been received under the Natural Gas Trade Contract nor later than twenty (20) days after such day. With effect from the Early Termination Date all further payments and performance in respect of all Individual Contracts shall be released (and not merely suspended) and existing duties and obligations of the parties shall be replaced by the obligation of one party to pay a termination amount to the other party as calculated in accordance with the provisions of the Natural Gas Trade Contract.

If notice designating an Early Termination Date is given, the Early Termination Date shall occur on the date so designated even if the applicable material reason is no longer continuing. On, or as soon as practicable after, the Early Termination Date, the Terminating Party shall calculate in a commercially reasonable manner, and shall notify the other party of, the termination amount (if any) to be received or paid by it. The termination amount shall be payable by the relevant party to the other party within three (3) business days of its notification by the Terminating Party.

8. RULES ON SWITCHING TRADERS, METHODS OF SETTLEMENT

If the customer wishes to switch natural gas traders, it may terminate its contract concluded with the Licence Holder in writing, in accordance with the terms and conditions set out therein. Beyond the provisions of the EFET General Agreement and/or the Individual Contract, termination is possible on condition that the customer does not have overdue invoices on the date of termination and it provides financial security to the Licence Holder for the termination period.

If the customer does not provide adequate financial security pursuant to the contract, it shall provide financial security to the Licence Holder in accordance with point 7.7 of the Terms of Business or choose advance payment.

Within 5 days from receipt of the termination, the Licence Holder shall send written notification of the following to the customer and the new natural gas trader, if the new natural gas trader is engaged to act on behalf of the customer:

- (a) confirmation of termination, with indication of the unique identification number of the place of consumption and the termination date of the natural gas trade contract, and hand over certifications defined under Section 72 (6) of the Gas Act, or
- (b) those on non-performed contractual terms on the date of the termination's submission, indicating in detail the method of their fulfilment. In such case, termination shall take effect upon fulfilment of the terms.

The Licence Holder shall report the switching of traders to the system operator, in the form and with the data defined in the Operational Code, and the date of termination of the natural gas trade contract, concurrently with confirmation of termination.

The system operator shall carry out the modification of capacity reservation contracts relating to the switching of traders no later than the 4th day prior to the termination date of the natural gas trade contract.

In relation to a definite term contract, the above provisions shall be appropriately applied, provided that the customer shall report the conclusion of the new natural gas trade contract to the Licence Holder at least 30 days prior to the termination of the definite term contract. If the customer fails to meet the above deadline, the Licence Holder shall not be responsible if the switching of traders is not implemented on the day following the termination of the definite term natural gas trade contract.

The Licence Holder shall issue a final invoice within 20 days from termination of the natural gas trade contract, in consultation with the customer and the new trader. The agreement between the customer, Licence Holder and new natural gas trader shall govern the determination of the closing data of the meters. If the parties they fail to reach an agreement, the final data shall be determined by the system operator in accordance with relevant statutory provisions. The system operator shall provide data necessary for settlement to the Licence Holder and the new gas trader within 3 days from the meter reading, on the basis of which the Licence Holder shall issue the final invoice.

Upon failure to conduct capacity transfer consultations related to the switching of traders, the customer or the natural gas traders concerned may submit a written application to the Office, which shall pass a decision on the application within 15 days.

Düsseldorf , 2019

23.08.2019



Marc Merrill
Chief Legal & Compliance Officer
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ANNEXES

1. Detailed calculation procedure, parameters applied in the course of settlement.
2. General substantive elements of the contracts.

Uniper Global Commodities SE



Hans Jonasson
Chief Commercial Officer
Global Gas & Head of UGC North America

ANNEX 1

DETAILED CALCULATION PROCEDURE, PARAMETERS APPLIED IN THE COURSE OF SETTLEMENT

The relevant chapters of the Operational Code, which are binding on the Licence Holder, set out rules relating to the metering of quantity and quality, settlement, nomination and allocation. The parties shall comply with these rules in the course of their cooperation.

The settlement is based on the delivered quantity, which is determined in accordance with the nomination and allocation agreements at the delivery point (gas transfer station belonging to the transmission pipeline system or virtual trading point) and the allocation statements of the relevant system operator as regulated in the Operational Code.

ANNEX 2

GENERAL SUBSTANTIVE ELEMENTS OF THE CONTRACTS

The substantive elements of the Natural Gas Trade Contracts concluded by the License Holder and the customer are the followings:

- Basic data of the parties (name, seat, bank account number, company registration number, tax number);
- effect of the contract;
- subject of the contract;
- date of commencement of gas sales;
- delivery point(s);
- rights and obligations of the parties;
- quantities of natural gas (annual / monthly breakdown, maximum and minimum gas demand, maximum daily gas demand, peak hourly demand, consumption profile if available);
- quality of the natural gas, pressure;
- contractual price;
- settlement, billing and payment terms;
- cases and consequences of breach of contract;
- cases of termination of contract, termination;
- financial security provisions;
- provisions on the cooperation of the parties;
- obligation of the parties regarding data and information provision;
- authorizations for the full supply of the customer and for the representation of the customer against other license holders;
- the rules for the management of transport, storage and distribution capacities stems from the customer's previous gas supply relationship;
- maintenance, force majeure and management of disruption;
- miscellaneous provisions (governing law and dispute resolution).

Other provisions of this Agreement shall be the result of negotiations between the parties taking into account the specific needs of the parties.