

Gas Sales Agreement
between
Gazprom export LLC, Saint Petersburg
and

This Gas Sales Agreement (hereinafter referred to as “GSA”) is made between Gazprom export LLC., a company incorporated under the laws of the Russian Federation, whose registered office is at Ostrovskogo Sq., 2a Litera “A”, St. Petersburg 191023, Russia (“SELLER”) and _____ (“BUYER”) (BUYER and SELLER hereinafter collectively referred to as “Parties” and individually – as “Party”) for the sale of Natural Gas by SELLER and the purchase of said Natural Gas by BUYER according to the conditions as set out below.

WHEREAS:

(A) Gazprom export LLC has decided to perform sales of Natural Gas for export in the form of regular sales sessions (“**Sales Sessions**”) in accordance with General Terms and Conditions (GTCs) published on Gazprom export LLC’s website.

(B) Following a successful participation in Sales Sessions BUYER has been awarded delivery of Natural Gas on the terms stipulated in this GSA.

NOW THEREFORE, Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this GSA the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise require. The singular shall include the plural and vice versa; reference to any gender includes the other.

“**Banking Day**” shall mean a day when the banks in St. Petersburg (the Russian Federation) and in the jurisdiction of incorporation of BUYER are open for regular service;

“**CET**” shall mean Central European Time;

“**Confidential Information**” shall have the same meaning as it is stated in the Confidentiality Agreement that shall be concluded between Parties before the entering into the present GSA;

“**Contract Price**” shall have the meaning given to it in Article 8.1;

“**Day**” shall mean the period within Delivery Period beginning at 06:00 CET on any day and ending at 06:00 CET on the immediately following day and the date of any Day shall be the date of its commencement as defined herein;

“**Daily Contract Quantity (DCQ)**” shall mean the quantity of Natural Gas as defined in Article 4.1, which SELLER shall make available to BUYER at Delivery Point on each Day of Delivery Period;

“**Delivery Period**” shall have the meaning given to it in Article 3.3;

“Delivery Point” shall have the meaning given to it in Article 3.1;

“Electronic Sales Platform” or **“ESP”** shall mean an electronic platform allowing BUYER to view and accept gas sales offers made by SELLER;

“Euro” or **“€”** means the lawful currency of the participating member states of the European Monetary Union;

“Force Majeure” shall have the meaning given to it in Article 10;

“FM Affected Party” shall have the meaning given to it in Article 10.1;

“GTCs” shall mean General Terms and Conditions which contain the general provisions of participation in Sales Sessions and Prequalification as well as the conditions for execution of GSA, as published by SELLER on its website;

in case BUYER elects to provide a guarantee under 9.2:

“Guarantee” shall have the meaning given to it in Article 9.2.3;

“Guarantor” means the bank or the company that issued Guarantee in favour of SELLER;

“kWh” shall mean the quantity of energy equal to three decimal six million (3.6×10^6) joules;

in case BUYER elects to provide a letter of credit under 9.2:

“Letter of Credit” or **“LC”** shall have the meaning given to it in Article 9.2.2;

“Minimum Daily Contract Quantity (MDCQ)” shall mean the quantity of Natural Gas as defined in Article 4.3, which BUYER shall take and pay for, or pay for if made available but not taken at Delivery Point on each Day of Delivery Period;

“Month of Delivery” shall mean the period within Delivery Period (except for the First Month of Delivery as per Article 9.1) beginning at 08:00 CET on the first day of any calendar month and ending at 08:00 CET on the first day of the following calendar month, used in this GSA only for protocoling purposes;

“Monthly Delivery Protocol” shall have the meaning and content specified in Article 9.1;

“Monthly Invoice” shall have the meaning given to it in Article 9.2;

“Natural Gas” or **“Gas”** shall mean any hydrocarbon or mixture of hydrocarbons consisting essentially of methane, other hydrocarbons and non-combustible gases in a gaseous state, which is extracted from the subsurface of the earth in its natural state, separately or together with liquid hydrocarbons;

“Normal cubic meter” or **“Ncm”** shall mean that quantity of Natural Gas which at 20°C (twenty degrees Celsius) and an absolute pressure of 1.01325 (one decimal zero one three two five) bar and when free of water vapour occupies the volume of 1 (one) cubic meter;

“Payment Date” shall have the meaning given to it in Article 9.2;

“Prequalification” shall have the meaning given to it in GTCs Section 2;

in case BUYER elects advance payment:

“Proforma Invoice” shall have the meaning given to it in Article 9.2.2;

“Reasonable and Prudent Operator” when used to describe the standard of care to be exercised by Party in performing its obligations hereunder shall mean that degree of diligence, prudence and foresight reasonably and ordinarily exercised by experienced operators engaged in the same line of business under the same or similar circumstances and conditions having due consideration to the interests of the other Party;

“Shortfall Gas” shall have the meaning given to it in Article 5;

“Suspension” shall have the meaning given to it in Article 9.2;

“Total Contract Quantity (TCQ)” shall have the meaning given to it in Article 4.2.

2. SUBJECT OF AGREEMENT

SELLER agrees during Delivery Period to make available for delivery and sell at Delivery Point, and BUYER shall take and pay for, or pay for if made available but not taken certain quantities of Natural Gas, in accordance with the terms and conditions of this GSA.

3. DELIVERY POINT, TITLE AND RISK

3.1 Delivery Point

Delivery Point shall be _____
to be inserted in accordance with the results of Sales Session(s).

3.2 Transfer of Title and Risk

Title to and risk of accidental loss of or of accidental harm to Natural Gas delivered hereunder shall pass to BUYER at Delivery Point free of all liens, charges and adverse claims of any kind.

3.3 Delivery Period

Delivery Period shall mean the period during which Natural Gas may be delivered hereunder in accordance with the terms of this GSA, which shall start on _____ at _____ CET and end on _____ at _____ CET.

4. QUANTITY

4.1 Daily Contract Quantity (DCQ)

For each Day of Delivery Period DCQ shall be equal to:

[] kWh.
to be inserted in accordance with the results of Sales Session(s).

For the avoidance of doubt DCQ shall be delivered and offtaken at a flat hourly profile.

4.2 Total Contract Quantity (TCQ)

Total Contract Quantity shall be equal to the sum of all DCQs during Delivery Period.

4.3 Minimum Daily Contract Quantity (MDCQ)

For each Day of Delivery Period BUYER shall take and pay for, or pay for if made available by SELLER but not taken at Delivery Point relevant MDCQ, which shall be calculated as follows:

$$\text{MDCQ} = \text{DCQ} - \text{D},$$

where

“DCQ” is Daily Contract Quantity for relevant Day of Delivery Period determined as per Article 4.1;

“D” is the sum of all quantities not made available by SELLER due to any reason and all quantities not taken by BUYER due to Force Majeure during relevant Day of Delivery Period.

For the avoidance of doubt SELLER shall have no further obligations to make available to BUYER (or otherwise compensate BUYER for) the quantities which BUYER failed to take during any Day of Delivery Period and paid for according to this Article. The Gas taken in any following Day of Delivery Period shall not affect BUYER’s take-or-pay obligations under this Article with respect to the relevant Day of Delivery Period. Moreover, no indemnity whatsoever can be claimed from SELLER for not having resold or tried to resell Gas quantities that BUYER failed to take during any Day of Delivery Period according to this Article.

5. SHORTFALL

5.1 Shortfall Gas

Shortfall Gas is any quantity of Natural Gas not made available by SELLER at Delivery Point in respect of any Day of Delivery Period for reasons other than Force Majeure. Such Shortfall Gas shall be determined by adding up the daily underdeliveries which occurred under this GSA during the Delivery Period concerned, calculated as the difference (if positive) between:

- a) the delivery obligation according to the Article 4.1 (DCQ), or the daily quantity, if any, requested by the dispatching center of BUYER in accordance with Article 7 below, whichever is the lower, and
- b) the daily quantity of Natural Gas made available by SELLER under this GSA.

5.2 Remedy for Shortfall Gas

In case of occurrence of any Shortfall Gas SELLER shall compensate BUYER an amount of money, if positive, being the sum of:

- documentarily proven costs at which BUYER acting as a Reasonable and Prudent Operator actually replaced such Shortfall Gas, such amounts to be calculated by multiplying the quantity of replaced Shortfall Gas by the difference between the price paid by BUYER for the replaced Shortfall Gas and the relevant Contract Price; and

- documentarily proven incremental transportation costs and charges, and other reasonable and verifiable costs or expenses actually incurred by BUYER in respect of replacement of such Shortfall Gas.

BUYER shall issue the SELLER with an invoice for any amounts owed pursuant to this clause by the 20th day of the month following the month when the Shortfall Gas occurred.

For the avoidance of doubt, BUYER shall not have an obligation to enter into any replacement transactions, and the compensation for Shortfall Gas mentioned above shall be the only legal remedy of BUYER in respect of the Shortfall Gas.

6. QUALITY

The quality specifications of Gas delivered hereunder shall comply with the requirements of the respective transmission network operator (“TSO”) at the Delivery Point provided that the European TSO(s) comply with their obligations to secure the relevant quality specifications of all Gas in the transmission system while transporting Gas from the relevant border entry point(s) into the European Union to the Delivery Point.

The Parties agree that if the relevant TSO amends its Gas quality specifications as compared to such specifications applicable on the date of entering into this GSA so that Gas to be delivered hereunder is no longer accepted in part or in total by the relevant TSO due to non-compliance with the Gas quality specifications, then SELLER shall be released from its obligations to make available Gas hereunder (in part or in total, respectively) starting from the date when the Gas quality specifications of the relevant TSO were amended, with no liability for SELLER.

7. NOMINATIONS AND OPERATING REQUIREMENTS

Nominations and operating requirements shall be defined in accordance with the operating requirements of the relevant transmission system operator which are applicable at Delivery Point and in accordance with the applicable general terms and conditions at Delivery Point.

BUYER shall as soon as reasonably practicable, but not later than one week prior to the start of deliveries hereunder send a nomination to SELLER setting out start and end dates of the delivery and the flat hourly profile in kWh/h with respect to this GSA. This shall be sent to the following contact email address of SELLER’s dispatching center:

_____.

Weekly Nominations:

At latest on Friday until 13:00 CET before the start of each week BUYER shall nominate the quantities which BUYER plans to take in each Day of said week.

Daily Nominations:

Nomination shall be made on a daily basis throughout the period on the day preceding (D-1) the Day of delivery (D).

- BUYER not later than 15:00 CET of the day D-1 shall send to SELLER notification about the maximum quantities of Natural Gas that BUYER considers to receive on Day D.

- Not later than 19:00 CET of the day D-1 SELLER shall confirm the Daily Nomination to BUYER.

8. PRICE

8.1 Contract Price

Contract Price (CP), expressed in Euro per MWh, for Natural Gas made available at Delivery Point shall be established by Parties via ESP.

CP = [...] EURO/MWh.

to be inserted in accordance with the results of Sales Session(s)

8.2 Taxes

SELLER shall be responsible for and be liable to pay any expenses, taxes or levies lawfully imposed upstream of Delivery Point and BUYER shall be responsible for and be liable to pay any expenses, taxes or levies lawfully imposed downstream of Delivery Point.

If one Party is required to pay taxes which are irrelevant to it in accordance with paragraph above, the other Party shall reimburse this Party for such payment.

BUYER shall be deemed to be an importer of Natural Gas hereunder to the European Union and shall provide for all relevant arrangements (e.g. registrations, licences, permissions, custom clearance) and payments (including but not limited to import duties, customs taxes and levies, etc.) where and to the extent necessary.

9. INVOICING AND PAYMENT

9.1 Monthly Delivery Protocol

Within thirteen (13) calendar days after the expiry of the relevant Month of Delivery a monthly delivery protocol containing (but not limited to) the following information for said Month of Delivery ("**Monthly Delivery Protocol**") shall be signed by Parties:

- (a) The actually delivered quantities of Natural Gas during Month of Delivery;
- (b) Contract Price for actually delivered quantities of Natural Gas during Month of Delivery with the relevant breakdown;
- (c) Resulting Contract Price for Month of Delivery;
- (d) Shortfall Gas quantities during Month of Delivery (if any);
- (e) Quantities not taken by BUYER due to Force Majeure (if any) during Month of Delivery; and
- (f) Quantities not made available by SELLER due to Force Majeure (if any) during Month of Delivery.

All quantities of Natural Gas shall be expressed in kWh (and for informational purposes and internal reporting of SELLER in Ncm based on the data provided by SELLER).

For the avoidance of doubt, the Parties hereby acknowledge and agree that for the purposes of protocoling the quantities for the first two hours (from 06:00 CET to 08:00 CET) of the first day of the first calendar month within Delivery Period shall be reflected in a separate Monthly Delivery Protocol related to the Month of Delivery ending on 08:00 CET of the first Day of Delivery Period ("**First Month of Delivery**"). Notwithstanding anything to the contrary herein the relevant invoice for First Month of Delivery shall be issued in accordance with

Article 9.2.1 but shall become payable by BUYER on the due date of payment of the invoice for the Month of Delivery immediately following the First Month of Delivery.

9.2 Invoicing and Payment

Depending on the results of Financial Qualification in accordance with Article 2.6 of GTCs one of the following payment methods under present GSA shall apply

- for BUYER which qualifies in accordance with the Article 2.6 c) aaa) of GTCs:

□ 9.2.1 Monthly Invoice

Based on Monthly Delivery Protocol according to Article 9.1 within thirteen (13) calendar days after the expiry of the relevant Month of Delivery SELLER shall issue and render to BUYER by e-mail a monthly invoice (“**Monthly Invoice**”) relevant to Month of Delivery, indicating the quantity of delivered Natural Gas (expressed in kWh and Ncm), applicable Contract Price (expressed in EURO/MWh) and the total amount to be paid by BUYER, including but not limited to the payment for the respective quantity of Natural Gas not taken in the frame of MDCQ (if any).

Monthly Delivery Protocol shall be deemed to be an inseparable part of Monthly Invoice.

9.2.2 Payment Date

The payment shall be done by BUYER within twenty (20) calendar days after the expiry of the relevant Month of Delivery upon receipt of Monthly Invoice, provided however that such payment shall not be due before the fifth (5th) calendar day following receipt of such invoice. If the payment date is not Banking Day the payment shall be done on the first following Banking Day.

At SELLER’s request BUYER shall provide SELLER with a SWIFT copy of the effected payment within twenty four (24) hours from the moment of such request. The date of payment is considered to be the date of crediting of SELLER’s account. BUYER shall indicate in payment documents GSA and the invoice reference dates and numbers.

9.2.3 Suspension

If BUYER fails to effect the payment in full within time stipulated in Article 9.2.2, SELLER shall have the right to suspend the delivery of Natural Gas upon written notice to BUYER until such payment has been effected in full in favor of SELLER (“**Suspension**”).

In case of Suspension, any non-delivered quantities of Natural Gas will be deducted from the take or pay obligations. BUYER however, shall compensate SELLER by the amount of money which is equal to the difference (if positive) between the value of the relevant suspended DCQs and the amount at which SELLER acting as Reasonable and Prudent Operator could sell the suspended quantities otherwise. This amount may be increased by the amount of any incremental transportation costs and charges, other reasonable and verifiable costs or expenses that would be incurred by SELLER in respect to such quantities. For the avoidance of doubt, there is no obligation of SELLER to compensate BUYER in case SELLER can sell the quantities at a higher price during Suspension period.

SELLER shall not be liable for any costs, expenses, damages and/or losses of BUYER in connection with the abovementioned Suspension in delivery by SELLER.

BUYER shall reimburse all verifiable costs, expenses, damages and/or losses of SELLER resulting from abovementioned Suspension in delivery of Natural Gas.

- for BUYER which qualifies in accordance with the Article 2.6 c) bbb) of GTCs and chooses bank/company Guarantee:

☐ **9.2.1 Monthly Invoice**

Based on Monthly Delivery Protocol according to Article 9.1 within thirteen (13) calendar days after the expiry of the relevant Month of Delivery SELLER shall issue and render to BUYER by e-mail a monthly invoice (“**Monthly Invoice**”) relevant to Month of Delivery, indicating the quantity of the delivered Natural Gas (expressed in kWh and Ncm), applicable Contract Price (expressed in EURO/MWh) and the total amount to be paid by BUYER, including but not limited to the payment for the respective quantity of Natural Gas not taken in the frame of MDCQ (if any).

Monthly Delivery Protocol shall be deemed to be inseparable part of Monthly Invoice.

9.2.2 Payment Date

The payment shall be done by BUYER within twenty (20) calendar days after the expiry of the relevant Month of Delivery upon receipt of Monthly Invoice, provided however that such payment shall not be due before the fifth (5th) calendar day following receipt of such invoice. If the payment date is not Banking Day the payment shall be done on the first following Banking Day.

At SELLER’s request BUYER shall provide SELLER with a SWIFT copy of the effected payment within twenty four (24) hours from the moment of such request. The date of payment is considered to be the date of crediting of SELLER’s account. BUYER shall indicate in payment documents GSA and the invoice reference dates and numbers.

9.2.3 Guarantee

In order to secure payments required hereunder BUYER shall provide for the benefit of SELLER an irrevocable and unconditional guarantee, payable on first demand and issued by a bank with an investment grade credit rating provided by Moody’s, S&P or Fitch acceptable by SELLER or by a company with an investment grade credit rating provided by Moody’s, S&P and Fitch acceptable by SELLER (“**Guarantee**”), which shall be rendered to the address of Bank GPB (JSC) (in case of a bank Guarantee) or to the address of SELLER (in case of a company Guarantee) not later than five (5) calendar days prior to the beginning of Delivery Period for further SELLER’s advice and shall be valid until the expiration of sixty (60) days after the last day of such Delivery Period or till complete settlement of payments hereunder. Guarantee date is a date when SELLER receives either an advice from Bank GPB (JSC) (in case of a bank Guarantee) or official letter of Guarantee from Guarantor (in case of a company Guarantee). Guarantee should be renewed by BUYER within two (2) calendar days in case of full or partial utilization of Guarantee by SELLER.

Guarantee shall be issued for the amount equal to Contract Price multiplied by Daily Contract Quantity multiplied by sixty (60) days or the number of days in Delivery Period (if Delivery Period is less than 60 days). Guarantee shall contain no reference to any Month of Delivery of Delivery Period.

Guarantee should contain the obligation of Guarantor to effect payment against written unconditional demand of SELLER in case BUYER fails to effect payment in due time

indicated in Article 9.2.2. In order to use a bank Guarantee SELLER shall pass to Bank GPB (JSC) the documents mentioned in Articles 9.1 and 9.2.1 together with SELLER's written notice of payment default and Bank GPB (JSC) shall pass these documents to the Guarantor demanding, on behalf of SELLER, payment under Guarantee. In order to use a company Guarantee SELLER shall pass to Guarantor the documents mentioned in the text of Guarantee.

All expenses incurred by the usage of Guarantee should be paid by BUYER.

9.2.4 Suspension

If BUYER fails to provide and deliver or renew Guarantee within the time stipulated above, SELLER shall have the right to suspend the delivery of Natural Gas upon written notice to BUYER until such Guarantee has been delivered to SELLER or renewed respectively ("**Suspension**").

In case of Suspension, any non-delivered quantities of Natural Gas will be deducted from the take or pay obligations. BUYER however, shall compensate SELLER by the amount of money which is equal to the difference (if positive) between value of the relevant suspended DCQs and the amount at which SELLER acting as Reasonable and Prudent Operator could sell the suspended quantities otherwise. This amount may be increased by the amount of any incremental transportation costs and charges, other reasonable and verifiable costs or expenses that would be incurred by SELLER in respect to such quantities. For the avoidance of doubt, there is no obligation of SELLER to compensate BUYER in case SELLER can sell the quantities at a higher price during Suspension period.

SELLER shall not be liable for any costs, expenses, damages and/or losses of BUYER in connection with the abovementioned Suspension in delivery by SELLER.

All verifiable costs, expenses, damages and/or losses of SELLER resulting from the abovementioned Suspension in delivery of Natural Gas shall be reimbursed by BUYER.

- for BUYER which qualifies in accordance with the Article 2.6 c) bbb) of GTCs and chooses Letter of Credit:

☐ **9.2.1 Monthly Invoice**

Based on Monthly Delivery Protocol according to Article 9.1 within thirteen (13) calendar days after the expiry of the relevant Month of Delivery SELLER shall issue and render to BUYER by e-mail a monthly invoice ("**Monthly Invoice**") relevant to Month of Delivery, indicating the quantity of the delivered Natural Gas (expressed in kWh and Ncm), applicable Contract Price (expressed in EURO/MWh) and the total amount to be paid by BUYER, including but not limited to the payment for the respective quantity of Natural Gas not taken in the frame of MDCQ (if any).

Monthly Delivery Protocol shall be deemed to be inseparable part of Monthly Invoice.

9.2.2 Letter of Credit

The payments for Natural Gas hereunder shall be made by Letter of Credit. Not later than five (5) calendar days prior to Month of Delivery BUYER shall provide irrevocable stand-by letter of credit issued by bank with an investment grade credit rating provided by Moody's, S&P or Fitch acceptable by SELLER, which shall be rendered to the address of Bank GPB (JSC), for further SELLER's advice ("**Letter of Credit**" or "**LC**"). LC date is a date when SELLER receives an advice from Bank GPB (JSC).

LC shall be issued for each Month of Delivery for amount equal to Contract Price multiplied by Daily Contract Quantity multiplied by the number of days in Month of Delivery in question and shall be valid for not less than sixty (60) days or till complete settlement of payments hereunder.

The payments under LC shall be done based on the documents mentioned in the Articles 9.1 and 9.2.1 to be provided by SELLER through Bank GPB (JSC) to the issuing bank.

The same documents shall be sent to BUYER by e-mail not later than on the fourteenth (14th) calendar day of the month immediately following Month of Delivery.

All expenses incurred by the usage of LC should be paid by BUYER.

9.2.3 Payment Date

The payment shall be done within twenty (20) calendar days after the expiry of the relevant Month of Delivery upon receipt of Monthly Invoice, provided however that such payment shall not be due before the fifth (5th) calendar day following receipt of such invoice. If the payment date is not Banking Day the payment shall be done on the first following Banking Day.

The date of payment is considered to be the date of crediting of SELLER's account. BUYER shall indicate in payment documents GSA and the invoice reference dates and numbers.

9.2.4 Suspension

If BUYER fails to provide and deliver LC within the time stipulated above, SELLER shall have the right to suspend the delivery of Natural Gas upon written notice to BUYER until such LC has been delivered to SELLER ("**Suspension**").

In case of Suspension, any non-delivered quantities of Natural Gas will be deducted from the take or pay obligations. BUYER however, shall compensate SELLER by the amount of money which is equal to the difference (if positive) between the value of the relevant suspended DCQs and the amount at which SELLER acting as Reasonable and Prudent Operator could sell the suspended quantities otherwise. This amount may be increased by the amount of any incremental transportation costs and charges, other reasonable and verifiable costs or expenses that would be incurred by SELLER in respect to such quantities. For the avoidance of doubt, there is no obligation of SELLER to compensate BUYER in case SELLER can sell the quantities at a higher price during the Suspension period.

SELLER shall not be liable for any costs, expenses, damages and/or losses of BUYER in connection with abovementioned Suspension in delivery by SELLER.

All verifiable costs, expenses, damages and/or losses of SELLER resulting from abovementioned Suspension in delivery of Natural Gas shall be reimbursed by BUYER.

- for BUYER which qualifies in accordance with the Article 2.6 c) bbb) of GTCs and chooses Advance Payment or is required to effect Advance Payment in accordance with the Article 2.6 c) ccc) of GTCs:

☐ **9.2.1 Advance payment**

The payment for Natural Gas hereunder shall be effected by BUYER by payment on the account of SELLER by means of 100% advance payment for Month of Delivery.

9.2.2 Proforma and Monthly Invoice

At least (10) calendar days before the start of each Month of Delivery SELLER shall issue and render to BUYER by e-mail a preliminary invoice (“**Proforma Invoice**”) relevant to Natural Gas to be delivered in Month of Delivery indicating the amount equal to Contract Price multiplied by Daily Contract Quantity multiplied by the number of days in Month of Delivery in question.

Based on Monthly Delivery Protocol according to Article 9.1 within thirteen (13) calendar days after the expiry of the relevant Month of Delivery SELLER shall issue and render to BUYER by e-mail a final monthly invoice (“**Monthly Invoice**”) for Month of Delivery, indicating the quantity of delivered Natural Gas (expressed in kWh and Ncm), applicable Contract Price (expressed in EURO/MWh) and the total amount to be paid by BUYER, including but not limited to the payment for the respective quantity of Natural Gas not taken in the frame of MDCQ (if any), but excluding the amount already paid by BUYER in advance in accordance with Proforma Invoice.

In case total amount payable by BUYER in accordance with Monthly Invoice is lower than the amount already paid by BUYER in advance in accordance with Proforma Invoice for the respective Month of Delivery then such difference shall be considered as a part of advance payment for the following Month of Delivery.

In case total amount payable by BUYER in accordance with Monthly Invoice is lower than the amount already paid by BUYER in advance in accordance with Proforma Invoice for the last Month of Delivery of Delivery Period then such difference shall be settled by a credit note from SELLER to BUYER.

Monthly Delivery Protocol shall be deemed to be inseparable part of Monthly Invoice.

9.2.3 Payment Date

Based on Proforma Invoice the advance payment shall be done by BUYER not later than five (5) calendar days before the start of Month of Delivery. If the payment date is not Banking Day the payment shall be done on the first following Banking Day.

Based on Monthly Invoice the final payment (if any) shall be done by BUYER within twenty (20) calendar days after the expiry of the relevant Month of Delivery upon receipt of Monthly Invoice, provided however that such payment shall not be due before the fifth (5th) calendar day following receipt of such invoice. If the payment date is not Banking Day the payment shall be done on the first following Banking Day.

At SELLER's request BUYER shall provide SELLER with a SWIFT copy of the effected payment within twenty four (24) hours from the moment of such request. The date of payment is considered to be the date of crediting of SELLER's account. BUYER shall indicate in payment documents the Contract and the invoice reference dates and numbers.

9.2.4 Suspension

If BUYER fails to effect the advance payment within time stipulated in Article 9.2.3, SELLER shall have the right to suspend delivery of Natural Gas upon written notice to BUYER until such prepayment has been effected in favor of SELLER ("**Suspension**").

In case of Suspension, any non-delivered quantities of Natural Gas will be deducted from the take or pay obligations. BUYER however, shall compensate SELLER by the amount of money which is equal to the difference (if positive) between the value of relevant suspended DCQs and the amount at which SELLER acting as Reasonable and Prudent Operator could sell the suspended quantities otherwise. This amount may be increased by the amount of any incremental transportation costs and charges, other reasonable and verifiable costs or expenses that would be incurred by SELLER in respect to such quantities. For the avoidance of doubt, there is no obligation of SELLER to compensate BUYER in case SELLER can sell the quantities at a higher price during Suspension period.

SELLER shall not be liable for any costs, expenses, damages and/or losses of BUYER in connection with abovementioned Suspension in delivery by SELLER.

All verifiable costs, expenses, damages and/or losses of SELLER resulting from abovementioned Suspension in delivery of Natural Gas shall be reimbursed by BUYER.

9.3 Terms and Currency of Payment

Amounts due to SELLER hereunder shall be paid in Euro free of any further bank charges to the account of a bank nominated by SELLER.

The currency of payments under present GSA can be changed by mutual agreement of Parties.

9.4 Contesting

If any Monthly Delivery Protocol or Monthly Invoice is contested by one of Parties, the uncontested part shall be paid promptly when due. Party contesting Monthly Delivery Protocol or Monthly Invoice shall give notice of the amount in dispute and the reasons therefore to the other Party. Parties shall seek to settle the disputed amount as soon as possible and if no settlement can be achieved amicably between Parties within one month from the date of issue of Monthly Delivery Protocol and Monthly Invoice then either Party may refer the dispute to arbitration according to Article 11. Any sum (or part thereof) which was the subject of a dispute between Parties and which is subsequently agreed or determined to be due, shall bear interest in accordance with Article 9.5.

No Monthly Invoice shall be contested after the expiry of three (3) calendar months from the end of relevant Month of Delivery.

9.5 Late Payment

If one of Parties fails to make payment of any amount hereunder when such payment becomes due then the amount remaining unpaid shall, starting from and including the due date of payment and ending on but excluding the date of payment, bear interest at an annual rate of seven per cent (7%) above the applicable rate of EURIBOR (1 Month), as published by the Financial Times in London, on Payment Date.

If BUYER fails to pay the amount hereunder (other than the amount under dispute under Article 9.4) for a period longer than two (2) months, SELLER shall have the right to terminate this GSA. In case of such termination BUYER is not released from its obligation to pay the aforementioned amount and any other amounts due.

SELLER shall not be liable for any costs, expenses, damages and/or losses of BUYER in connection with the abovementioned termination of GSA by SELLER.

All verifiable costs, expenses, damages and/or losses of SELLER resulting from the abovementioned termination of present GSA shall be reimbursed by BUYER.

9.6 Correction

In case there are any discrepancies with respect to any sums payable by BUYER to SELLER under Monthly Invoice, Parties of this GSA shall as soon as practicably possible come to an agreement on the sum of such discrepancy. SELLER shall issue a corresponding credit- or debit-note as the case may be, and the relating payment shall be done as soon as practicably possible, but not later than thirty (30) days since the credit- or debit-note has been issued.

10. FORCE MAJEURE

10.1 Effect and Meaning

Subject to Articles 10.2 and 10.3, to the extent that and as long as Party ("**FM Affected Party**") is rendered unable by Force Majeure to carry out its obligations under this GSA such Party shall be released from its obligations, and the other Party shall be released from its corresponding obligations.

The term "Force Majeure" shall mean a circumstance beyond the reasonable control of FM Affected Party, which it could not reasonably have avoided or overcome and which makes it impossible for FM Affected Party to perform or procure performance of its delivery or offtake obligations, including, but without limitation, due to one or more of the following:

- (a) laws and/or acts of government or governmental authority or representatives thereof;
- (b) acts of the public enemy, wars, civil and military disturbance, blockades, insurrections, riots, epidemics, quarantine restrictions;
- (c) acts of god including but not limited to lightning, earthquakes, fires, storms, storm warnings, tidal waves, floods and other natural calamities;
- (d) explosions, fires, breakages of or accident to or failure or breakdown of machinery or processing equipment except when caused by normal wear and tear or by the non-availability of standby equipment or spare parts;
- (e) failure of communications or computer systems of a relevant network operator;
- (f) a failure of the relevant network operator to respond to FM Affected Party's communication attempts;

(g) any event or occurrence affecting the operation of a gas pipeline system on one or the other side of Delivery Point, to the extent FM Affected Party has contracted firm capacity in such gas pipeline system, such event is beyond the reasonable control of FM Affected Party (including unplanned maintenance and emergency works).

No event of Force Majeure (or its effects) shall relieve BUYER from its obligations to pay Contract Price or any other amount due to SELLER.

10.2 Notice and Confirmation

Following the occurrence of any event of Force Majeure FM Affected Party shall immediately notify other Party by telephone or facsimile of the occurrence and the expected extent and duration of such event of Force Majeure and shall promptly afterwards give evidence with reasonably full particulars of such event of Force Majeure.

The occurrence (with reasonably full particulars) and duration of an event of Force Majeure may be confirmed by a certificate of a Chamber of Commerce or by the competent governmental authorities of the country where the event of Force Majeure occurred. Such confirmation shall not prejudice the right of either Party to dispute Force Majeure claim and to initiate arbitration proceedings under Article 11 with respect to the matter.

10.3 Resumption of Performance

FM Affected Party shall take all reasonable measures which may be useful to ensure the resumption of the normal performance under this GSA within the shortest possible time, provided that no measures need to be taken by SELLER downstream Delivery Point and BUYER upstream Delivery Point.

10.4 Termination due to Force Majeure

Termination of GSA due to Force Majeure may take place only upon the mutual agreement of Parties in writing.

11. ARBITRATION

All disputes arising out of or in connection with present GSA shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 (three) arbitrators appointed in accordance with the said Rules. The place of the arbitration shall be in Geneva, Switzerland, the language of the arbitration shall be English.

12. LIMITATION OF LIABILITY

12.1 Unless otherwise explicitly stated herein, neither Party nor its auxiliary staff or vicarious agents shall be liable towards the other Party for any damages, except:

- (1) where such damages were caused by willful misconduct;
- (2) this resulted in injury to life, body or health;
- (3) in case of gross negligent breach of material contractual obligation, hereinafter referred to as “cardinal obligations” (“Kardinalpflichten”).

12.2 In the event of a breach of cardinal obligations based on circumstances other than willful conduct or gross negligence, the liability of Parties shall be limited to direct and proven

damages which are usually reasonably foreseeable by the respective Party at the time when this GSA has been concluded. The same shall apply to damages caused by gross negligence of ordinary agents (non-management personnel), except in case the breach of cardinal obligations or in case of injury of life, body or health.

- 12.3** Neither Party shall be liable for any loss arising out of or in connection with any acts or omissions on the part of the network operator with regard to the network connection and network access agreements unless the act or omission is caused by a default of Party to this GSA.

13. GENERAL CONDITIONS

13.1 Ineffective Provisions

If any of the provisions of this GSA is or becomes ineffective or inoperable, the effectiveness of the other provisions shall not be affected. In such event Parties shall agree on substituting such ineffective or inoperable provision with a new provision which achieves an economic result as similar as possible to that of the ineffective or inoperable provision.

13.2 Modifications

Any modifications of and additions to this GSA shall only be effective if made in writing by duly authorized representatives of Parties.

13.3 Confidentiality

Any transfer and/or exchange of confidential information which is related to Sales Sessions and/or GSA shall be performed under the terms of the Confidentiality Agreement between Parties which shall be in place before the conclusion of the present GSA.

13.4 Assignment

Neither Party shall be entitled without the consent in writing of the other Party to assign any of its rights or obligations arising under this GSA to any third party.

13.5 Warranties

Each Party represents and warrants to the other Party that it has obtained and will maintain at all times for the duration of this GSA all licences, authorisations, permits, consents, and other official approvals necessary to enable it to fulfil its obligations under this GSA.

13.6 REMIT Reporting

In case GSA is to be reported to the Agency for the Cooperation of Energy Regulators (ACER) under the terms of EU Regulation № 1227/2011 (REMIT) BUYER hereby agrees to effect reporting of GSA on behalf of SELLER.

As a consequence BUYER will report GSA and the deliveries hereunder, as well as changes or additions hereto, which have to be reported in accordance with REMIT, for both Parties. SELLER will timely provide BUYER upon its request with any additional information that is needed to comply with the reporting obligation.

13.7 General Terms and Conditions

GTCs shall form an integral part of present GSA. Definitions assigned in GTCs and not otherwise defined herein shall have the same meaning as in GTCs unless the context requires otherwise. In case of deviations and/or contradictions between the provisions of GSA and the provisions of GTCs the provisions of GSA shall prevail.

14. APPLICABLE LAW

This GSA shall be governed by and construed in accordance with the substantive laws of the Federal Republic of Germany, excluding the law of conflict and the application of the “United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980”.

15. TERM

This GSA shall come into full force and effect on the date of its signature by the duly authorised representatives of both Parties and shall continue in force until the end of the Delivery Period (End Date) and the obligations of BUYER and SELLER outstanding prior to End Date have been satisfied in full.

This GSA is executed in 2 (two) originals, one for each Party. Parties hereto, by the signature of their duly authorised representatives, confirm in writing the terms of GSA agreed between Parties.

Saint Petersburg, _____

Gazprom export LLC

[.....]

Signature: _____

Name: _____

Title: _____