

Annex 1
to the Regulations of use of Inčukalns
Underground Gas Storage Facility of the
Joint-Stock Company “Latvijas Gāze”

Storage Facility Service Contract No. _____
between
the Joint-Stock Company “Latvijas Gāze”
and
_____ *name of the merchant* _____
for the
provision of Inčukalns Underground Gas Storage Facility services

Riga

On _____ 201__

The Joint-Stock Company “Latvijas Gāze” (Single Registration No. 40003000642), hereinafter referred to as – the Storage Facility Operator, represented by _____ according to the _____ Articles of Association/Franchise _____, on one part, and _____ *name of the merchant* _____ (Single Registration No. _____), hereinafter referred to as – the User, represented by _____ according to the *basis of representation* ____, on the other part, hereinafter together referred to as – the Parties, each of them separately – the Party,

having regard to the fact that, pursuant to the application on reservation of free capacity of the Storage Facility services (hereinafter referred to as – the access application), submitted to the Storage Facility operator by _____ on __ _____ 201__, the Storage Facility operator on __ _____ 201__ has adopted decision No. ____ “On reservation of free capacity of natural gas transmission services for _____ *name of the merchant* _____”,

shall enter into the following contract, hereinafter referred to as – the Contract:

1 Terms used in the Contract

Terms used within this Contract shall have the following meaning:

1.1 gas – natural gas, i.e., product of underground deposits (combustible gas) with the basic component methane, complying in terms of quality with the Latvian National Standard LVS 459:2014 “Combustible gases. Gas properties, parameters, quality assessment.” (hereinafter referred to as – LVS 459);

1.2 m³ – quantity of gas occupying volume of one cubic meter at the temperature plus 20 degrees by Celsius and absolute pressure 101.325 kPa (1.01325 bar);

1.3 kkal – quantity of heat necessary for heating up of one kilogram of distilled water from +19.5 to +20.5 degrees by Celsius at the atmospheric pressure;

1.4 dew point – water vapour dew point: condition, when gas at certain pressure is saturated with water vapour resulting in partial condensation of water vapour from gaseous phase into liquid phase at constant pressure upon change of temperature;

1.5 lowest thermal capacity – quantity of heat, which is being determined in kkal/m³ and which is exuding at the temperature of +20 degrees by Celsius and exudes at absolute

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pressure 101.325 kPa (1.01325 bar) – 7900 kkal/m³ after full combustion of one cubic meter of gas and obtaining of combustion products: carbon dioxide CO₂ (gaseous), water H₂O (liquid) and sulphur dioxide SO₂ (gaseous);

1.6 degree by Celsius – certain interval between any temperature by Kelvin and temperature 273.15 degrees by Kelvin as provided by the International standard ISO 100/1973;

1.7 day – a period of time consisting of 24 consecutive hours from 7.00 by the *universal time coordinated* (hereinafter referred to as – UTC) at the gas transfer – acceptance point, from the morning of any calendar day up to 7.00 by UTC in the morning of the next calendar day;

1.8 month – a period of time from the first day of the month at 7.00 by UTC up to 7.00 by UTC of the first day of the month following the reference month at the gas transfer – acceptance point;

1.9 year – a period of time from the first calendar day of the year at 7.00 by UTC up to 7.00 by UTC of the first calendar day following the reference year at the gas transfer – acceptance point;

1.10 gas transfer – reception – gas transfer – reception by the volume and quality according to the readings of the measurement devices of commercial registration of the Storage Facility operator;

1.11 GMS – gas measurement station, where the Storage Facility operator registers the volume of gas accumulated into the Storage Facility and delivered therefrom, as well as gas quality characteristics;

1.12 volume of gas – amount of gas in m³ determined under standard conditions: t = 20 degrees by Celsius, P = 101.325 kPa;

1.13 Storage Facility - Inčukalns underground gas Storage Facility of the Joint-Stock Company “Latvijas Gāze”;

1.14 Storage Facility services – storage services or accumulation of gas into the Storage Facility, storage in the Storage Facility and delivery from the Storage Facility;

1.15 delivery season – a period of time, during which the Storage Facility operator shall deliver gas from the Storage Facility, lasting approximately from October – November of each year until March – April of the following year;

1.16 accumulation season – a period of time, during which the Storage Facility operator shall accumulate gas into the Storage Facility, lasting approximately from April – May of each year until October – November of the following year;

1.17 reference year – year, during which the Storage Facility services are provided;

1.18 reference month – month, during which the Storage Facility services are provided;

1.19 transmission system – natural gas cross-border transmission system owned by the Joint-Stock Company “Latvijas Gāze”;

1.20 transmission system operator – the Joint-Stock Company “Latvijas Gāze”.

2 Subject of the Contract

2.1 The user shall transfer to the Storage Facility operator and the Storage Facility operator shall accept from the User _____ m³ of gas according to the procedure and within the time limits set by the Contract, accumulate the gas into the Storage Facility and store therein and deliver the gas from the Storage Facility in the time limit set by the Contract and transfer gas to the User, whereas the User shall accept gas and pay to the Storage Facility operator for the Storage Facility services at the amount, according to procedure and within the time limits set by the Contract.

3 Payment and settlement procedure

3.1 Charge for the Storage Facility services shall be determined in accordance with the applicable storage service tariffs according to the procedure specified in the Energy Law and the Law on Regulators of Public Utilities.

3.2 Value added tax should be applied in accordance with the regulatory enactments of the Republic of Latvia.

3.3 Contractual value for the Storage Facility services specified in Clause 2 of the Contract shall be EUR _____ (_____ *euro* _____ cents), including value added tax _____ (_____ *euro* _____ cents).

3.4 The Storage Facility operator and the User shall sign an acceptance – transfer act (hereinafter referred to as – the Act) un to the fifth date of each calendar month indicated the volume of gas accumulated and stored in the Storage Facility during the reference month, as well as delivered from the Storage Facility. The volume of gas indicated in the Act shall serve as a base for the issuance of an invoice for the Storage Facility services.

3.5 The User shall pay for the accumulation of gas into the Storage Facility and delivery therefrom to the Storage Facility operator once a month, but not later than on the 15th (fifteenth) date of the month following the reference month for the Storage Facility services provided during the reference month on the basis of the data of the Act, for the Storage Facility services provided during the reference month by the Storage Facility operator and the invoice issued by the Storage Facility operator.

3.6 The User shall pay for the storage of gas once a month to the Storage Facility operator according to the volume of gas delivered during the reference month, but not later than on the 15th (fifteenth) date of the month following the reference month on the basis of the data of the Act, for the Storage Facility services provided during the reference month by the Storage Facility operator and the invoice issued by the Storage Facility operator. If gas shall be stored in the Storage Facility for a period longer than six months by turn, the Storage Facility operator shall issue an invoice to the User for the storage of gas, and the User shall pay to the Storage Facility operator the amount indicated in the invoice within five days.

3.7 If the User shall not submit any objections within 10 (ten) days after receipt of the invoice from the Storage Facility operator, the amount of invoice shall be considered accepted and exclude any disagreements between the Parties.

3.8 The day, when the funds are transferred into the current account of the Storage Facility operator shall be considered the date of payment.

3.9 Transfer of funds shall be performed at the expense of the User.

3.11 In case of any disagreements between the User and the Storage Facility operator in relation to any invoice issued by the Storage Facility operator, the disagreements shall be resolved according to the procedure set by the Contract. In case of disagreements the User shall make all the payments within the time limit set by Clause 3.5 and 3.6 for the Storage Facility services provided by the Storage Facility operator, in regard of which the Parties have no disagreements. Final settlements and corrections of invoices (if necessary) shall be performed after reaching of agreement between the Parties or after entry into force of a court judgement.

3.12 The User shall pay into the Storage Facility operator's account and maintain a security deposit at the amount of _____ EUR (_____ *euro* _____ cents) as a guarantee of fulfilment of the Contract within ____ days as of entry into force of the Contract. If the User shall fulfil all provisions of the Contract, the Storage Facility operator shall use the amount of the security deposit to cover the amount of the last invoice for the Storage Facility services provided by the Storage Facility operator. If the security deposit shall exceed the amount of the last invoice issued by the Storage Facility operator, the Storage Facility operator shall return the balance of the security deposit to the User by transferring to the User's account specified in the Contract.

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3.13 If the User has paid to the Storage Facility operator the security deposit as a guarantee for a proper fulfilment of contractual obligations arising out of the Contract:

3.13.1 the Storage Facility operator shall be obliged to notify the User of discharge of outstanding liabilities using the funds of security deposit;

3.13.2 the User shall be obliged to renew fully security deposit at the request of the Storage Facility operator, if the Storage Facility operator has discharged the User's outstanding obligations from the security deposit;

3.13.3 upon termination of contractual relations, the Storage Facility operator shall be obliged to repay to the User security deposit, which has not been used for discharge of the User's outstanding obligations, within 5 (five) working days.

Clause 3.12 and 3.13 of the Contract should be included only in the Contracts to be entered into by the users of the Storage Facility, which have previously failed to follow time limit or procedure of payments for the Storage Facility services specified in the contract.

4 Procedure for the provision of Storage Facility services

4.1 The user shall provide the gas supply for the accumulation into the Storage Facility and acceptance of gas after delivery from the Storage Facility, having regard that:

4.1.1 minimum daily accumulation capacity shall be _____;

4.1.2 maximum daily delivery capacity shall be _____ .

4.2 The user and the Storage Facility operator shall timely coordinate the modes and volumes (hourly, daily) of gas accumulation/delivery, taking into consideration technical capacities of the Storage Facility and transmission system by providing that modes and volumes shall comply with the technical characteristics of the Storage Facility and transmission system. Coordination of gas accumulation/delivery mode and volume shall take place electronically by sending information to the electronic mail address indicated in Clause 4.9 of the Contract.

4.3 The User shall submit to the Storage Facility operator a confirmation from the transmission system operator that the User has concluded a contract regarding transport of gas to provide fulfilment of contractual obligations, within 10 (ten) days after signing of the Contract following the schedule for the accumulation into the Storage Facility of the volume of gas coordinated by the Storage Facility operator and the transmission system operator and determining the volume of gas to be accumulated into the Storage Facility in each month of the season, as well as the minimum and maximum gas

accumulation volume per day and per hour, which shall form an Annex and integrated part of the Contract.

4.4 The User shall submit to the Storage Facility operator a proposal regarding schedule of delivery of volume of gas before 1 October of the current year.

4.5 Within 5 (five) working days after receipt of the delivery schedule the Storage Facility operator shall examine it together with the transmission system operator and, taking into consideration technical capacities of the Storage Facility and transmission system, shall approve the schedule by assigning to the User the gas accumulation/delivery capacity indicated in the schedule or correct the schedule providing reason of the corrections. The Storage Facility operator shall notify the User of the assignment of gas delivery capacity schedule or corrected schedule by sending the decision to the e-mail address indicated by the User (Clause 4.9 of the Contract).

4.6 The User shall sign the corrected schedule within 7 (seven) days and submit to the Storage Facility operator.

4.7 If the Storage Facility operator has coordinated the delivery schedule, as well as if the User has signed the updated delivery schedule, the User shall within 10 (ten) days after reception of the Storage Facility operator's decision regarding assignment of gas delivery capacity or the corrected schedule submit to the Storage Facility operator a certification by transmission system operator that the User has

signed with the transmission system operator a schedule for the transport of gas after delivery from the Storage Facility to provide fulfilment of contractual obligations.

4.8 If the User shall fail to sign and submit within the time limit set by Clause 4.7 of the Contract to the Storage Facility operator an updated delivery schedule or fail to submit to the Storage Facility operator a certification by transmission system operator that the User has signed with the transmission system operator a schedule for the transport of gas after delivery from the Storage Facility to provide fulfilment of contractual obligations, it should be considered that the User has refused to receive gas from the Storage Facility and agreed to pay to the Storage Facility operator the compensation set by Clause 6.4 of the Contract.

4.9 The User shall send the volume of gas accumulation/delivery schedule to the electronic mail address of the Storage Facility operator: _____@lg.lv, cc: _____@lg.lv, and by fax: +371 67_____. The schedule should be considered received on the second working day after sending thereof. The User's electronic mail address used for the exchange of information relates to execution of the Contract, shall be _____@ _____, and the fax number: _____.

4.10 The Storage Facility operator shall be entitled to restrict or suspend provision of the Storage Facility services in the cases set by the Regulations of use of Inčukalns underground gas Storage Facility of the Joint-Stock Company "Latvijas Gāze" (hereinafter referred to as – the Regulations):

4.11 The User shall undertake the following for the purposes of fulfilment of the Contract:

4.11.1 to comply with the Regulations and to fulfil provisions of the Contract in good faith, including the Storage Facility use mode set by the schedule approved by the Storage Facility operator;

4.11.2 to fulfil all the procedures related to gas supply set by the regulatory enactments (including customs procedures) and to submit to the Storage Facility operator copies of relevant documents within 3 (three) working days after completion of customs procedures;

4.11.3 to provide transfer of the volume of gas foreseen for the receipt of the Storage Facility services to the Storage Facility operator and acceptance thereof from the Storage Facility operator;

4.11.4 to conclude a contract with the transmission system operator in order to provide proper execution of the Contract;

4.11.5 to observe and to execute instructions of the Storage Facility operator concerning use of the Storage Facility and the Storage Facility services;

4.11.6 to provide information requested by the Storage Facility operator concerning receipt of the Storage Facility services;

4.11.7 to provide uninterrupted everyday reachability of the User throughout the duration of execution of the Contract through the User's contacts indicated in Clause 4.9 and 12.5 of the Contract.

4.12 The Storage Facility operator shall undertake the following for the purposes of fulfilment of the Contract:

4.12.1 to fulfil provisions of the Contract in good faith;

4.12.2 to notify the User of the forecasted commencement and end date of the accumulation and delivery season by sending e-mail to the User's address indicated in the Contract;

4.12.3 to provide the User with information related to execution of the Contract;

4.12.4 to notify the User of the interruptions of the Storage Facility services and the possible restoration time of provision of services;

4.12.5 to notify the User of the repair works planned during the respective accumulation/delivery season to be reducing accumulation/delivery or

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storage capacities of the Storage Facility not later than 30 (thirty) days before commencement of the planned repair works;

4.12.6 to provide uninterrupted everyday reachability of the Storage Facility operator throughout the duration of execution of the Contract through the Storage Facility operator's contacts indicated in Clause 4.9 and 12.5 of the Contract.

4.13 The Storage Facility operator shall be entitled to obtain and process data about the User, as well as to cooperate with the transmission system operator for the purposes of execution of the Contract.

4.14 The User shall be obliged to transfer to the Storage Facility operator full volume of gas specified in the Contract according to mutually coordinated schedule before the end of accumulation season for the accumulation into the Storage Facility.

4.15 The User shall be obliged to deliver from the Storage Facility full volume of gas specified in the Contract according to mutually coordinated schedule before the end of delivery season.

4.16 The User shall meet the Storage Facility operator to clarify the gas delivery from the Storage Facility not later than one month before expiry of the Contract (before the end of the delivery season, if the Contract has been concluded for a period exceeding 1 (one) year).

4.17 The Parties shall immediately notify the other Party in writing about all conditions, which obstruct or may obstruct execution of the Contract.

5 Procedure for gas registration and gas quality control

5.1 Physical – chemical indicators of the gas the Parties shall transfer to each other must comply with requirements and norms specified in the Latvian National Standard LVS 459:2014 “Combustible gases. Gas properties, parameters, quality assessment” (hereinafter referred to as - LVS 459:2014). Gas quality indicators shall be determined according with LVS 459. Risk associated to the difference of indicators of thermal capacity expressed in kkal/m³ in the gas transfer – acceptance point shall be carried by the User.

5.2 Gas transfer – acceptance shall take place in the gas measurement hub of the Storage Facility operator's GMS 1, GMS 2 and gas collection point No. 1 according to the readings of commercial registration measurement devices of the Storage Facility operator.

5.4 The Parties shall assign authorized representatives for the drawing up and signing of monthly Acts regarding volumes of the transferred – accepted gas specified in Clause 3.4 of the Contract:

5.4.1. Representative of the Storage Facility operator - _____
_____;

5.4.2. Representative of the User - _____
_____.

5.5 Authorized representatives of the Parties shall sign the monthly acts in three copies: 1 copy for each of the Parties and 1 copy for the transmission system operator.

5.6 In case of damage of the test line of the Storage Facility's GMS 1, GMS 2 and gas collection point No. 1 volume of the accumulated and delivered gas shall be determined during the damage period on the basis of the gas balance sheet of transmission system operator and the Storage Facility operator.

5.7 Quality indicators of the accumulated and delivered gas: Wobbe index, heat of combustion, relative density, hydrogen sulphite, methane, ethane, propane, butane, nitrogen, carbon dioxide, dew point of water and dew point of hydrocarbons shall be determined on daily basis, automatically as the average indicator by using the average indicators of flow chromatograph, density measurement device and humidity measurement device; whereas, mercaptans, oxygen and mechanical admixtures shall be determined three times a month in the Storage Facility operator's laboratory.

5.8 If any of the Parties shall transfer to the other Party gas with physical – chemical indicators non-compliant with the requirements and norms determined in the Annex No. 1 of the Contract, the Party accepting gas shall suspend acceptance such gas immediately. Acceptance of gas shall be renewed only, if the respective Party shall provide proper composition. Suspension of acceptance of gas specified in this Clause should not be considered failure to fulfil provisions of the Contract.

5.9 In the event of any doubt arisen to the User regarding registration of volume of gas or determination of gas quality indicators, the User may participate in the annual GMS attestation.

6 Responsibility of the Parties

6.1 The Parties shall be responsible for the fulfilment of conditions of the Contract. The Parties shall compensate losses caused to the other Party, if the guilty Party shall fail to fulfil or improperly fulfil conditions of the Contract.

6.2 The Party, which has properly performed the contractual obligations, shall be entitled to demand from the other Party full completion of obligations regardless of expiry date of the Contract.

6.3 If the User has transferred for accumulation into the Storage Facility lower volume of gas than specified in the Contract or has failed to transfer for accumulation into the Storage Facility the volume of gas specified in the Contract, the user shall pay to the Storage Facility operator compensation within 10 (ten) days after the end of the respective accumulation season. The Storage Facility operator shall determine the compensation by multiplying the volume of non-accumulated gas by doubled accumulation, storage and delivery service tariff.

6.4 If the User has delivered lower volume of gas than specified in the Contract during the delivery season or has failed to deliver the volume of gas specified in the Contract the User shall pay to the Storage Facility operator for the storage of non-delivered gas during the last delivery season, as well as compensation within 10 (ten) days after the end of the respective delivery season. The Storage Facility operator shall determine the compensation by multiplying the volume of non-delivered gas by doubled storage and delivery service tariff.

6.5 If the User shall fail to deliver from the Storage Facility the whole volume of gas at its disposal during the delivery season, the User shall be obliged to pay to the Storage Facility operator all the payments specified in the Contract not later than within 10 days after the end of the delivery season and to conclude a new contract for the storage or non-delivered natural gas and delivery thereof in the following delivery season.

6.6 The User shall be obliged to pay to the Storage Facility operator late payment interest at the amount of 0.15% of the delayed amount per each day of delay (Section 1753 of the Civil Law).

6.7 If the Storage Facility operator shall fail to provide reservation of the Storage Facility service capacity set by the Contract, the Storage Facility operator shall pay to the User penalty at the amount of 10% of the contractually set, but non-provided Storage Facility amount. The Storage Facility operator shall not be obliged to pay the penalty specified in this Clause, if the Storage Facility services shall not be provided to the User in cases specified in Clause 4.10 of the Contract.

6.8 If the User shall fail to conclude a Contract with the transmission system operator for the provision of proper execution of the Contract, the Storage Facility operator shall be entitled to terminate the Contract unilaterally by sending to the User a written announcement thereof to the User's address specified in the Contract. In this case, the Contract shall be considered terminated on the date specified in the announcement, but not earlier than on the eighth day after the date, when the Storage Facility operator has sent to the User the respective announcement by post.

6.9 If the Contract shall be terminated in case and according to the procedure specified in Clause 6.8 of the Contract, the User shall pay to the Storage Facility operator the contractual amount specified in Clause 3.3 of the Contract.

6.10 If the User shall fail to observe the time limits or procedure of payments for the Storage Facility services specified in the Contract, the User shall be obliged to pay into the Storage Facility operator's account and maintain a security deposit at the amount of _____ EUR (_____ *euro* _____ cents) within the time limit set by the Storage Facility operator as a guarantee of execution of the Contract. If the User shall fulfil all the provisions of the Contract, the Storage Facility operator shall use the security deposit to cover the amount for provided Storage Facility services indicated in the last invoice. If the security deposit shall exceed the amount indicated in the Storage Facility operator's last invoice, Storage Facility operator shall return balance of the security deposit to the User within five working days by transferring to the User's account indicated in the Contract.

6.11 If the User has paid a security deposit to the Storage Facility operator as a guarantee for proper fulfilment of contractual obligations:

6.11.1 the Storage Facility operator shall be obliged to notify the User of discharge of the outstanding User's obligations from security deposit.

6.11.2 the User shall be obliged to renew fully security deposit at the request of the Storage Facility operator, if the Storage Facility operator has discharged the User's outstanding obligations from the security deposit.

6.11.3 upon termination of contractual relationships the Storage Facility operator shall be obliged to repay to the User the amount of safety deposit, which has not been used for discharge of outstanding User's obligations, within 5 (five) working days.

6.12 If the User shall fail to fulfil or fulfil improperly contractual provisions, the Storage Facility operator shall be entitled to keep the gas stored by the User in the Storage Facility as a pledge for the guarantee of claims arising out of the Contract. The Storage Facility operator shall notify the User thereof in writing by sending a notice to the User's e-mail (Clause 4.9 of the Contract) and set a time limit not shorter than 10 (ten) days, during which the User shall be obliged to provide execution of the Contract. In such a case, the User shall be obliged to pay for storage of such gas in the Storage Facility according to doubled tariff for storage and delivery services determined in Clause 3.1 of the Contract.

6.13 If the Storage Facility operator shall keep the User's gas as a pledge and the User shall fail to prevent violation of the Contract within the time limit set by the notice specified in Clause 6.12, the Storage Facility operator shall be entitled to sell the User's gas at freely determined price. The Storage Facility operator shall deduct from the amount obtained for sale of gas amount covering all the User's payments arising out of the Contract. The Storage Facility operator shall transfer the amount remaining after deduction of the abovementioned payments to the User's current account specified in the Contract.

Applicable laws and resolution of disputes

7.1 The Contract has been drawn up, as well as the legal relations arising out of the Contract shall be governed, executed and interpreted in accordance with the laws of the Republic of Latvia.

7.2 All disputes and disagreements (hereinafter referred to within this Clause – Dispute) between the Parties shall be resolved by means of negotiations. In case of Dispute the Party referring to existence of a Dispute must submit to the other Party a written notice indicating description of the Dispute, proposed solution of the Dispute, as well as the persons authorized to conduct the dispute-related negotiations in the name of the Party.

7.3 If resolution of the Dispute by means of negotiation shall turn to be impossible within 30 (thirty) days (unless the authorized representatives of the Parties have agreed on any other time limit for the solution of Dispute) as of the moment of origination thereof, it shall be resolved according to the procedure defined by laws of the Republic of Latvia.

8 Force Majeure

8.1 The Parties shall not be responsible for full or partial non-fulfilment of the contractual obligations, if such a non-fulfilment has been caused by force majeure conditions. Force majeure conditions within the meaning of this Clause shall be obstruction, which has originated beyond the control of the affected Party preventing this particular Party from fulfilment of its contractual obligations and which may not be prevented by the Party. Such conditions shall primarily include: disasters, fire, earthquake and other natural phenomena, military activities, as well as economic sanctions, embargoes, instructions and orders of judicial, administrative and public institutions or any other conditions the Parties were unable to foresee during conclusion of the Contract.

8.2 Obstructions arising out of personal and especially economic conditions of the Parties shall not be considered force majeure conditions. Separate obstructions in relation to fulfilment of contractual obligations, which have arisen, while the Party, which had not fulfilled the contractual obligations, delayed fulfilment of its obligations, shall not be considered force majeure conditions.

8.3 Fact of existence of force majeure conditions shall be confirmed by the Chamber of Commerce of the respective Party within two weeks from the moment of origination of such conditions. If force majeure conditions shall last longer than 3 (three) months, the Parties shall commence negotiations on acceptable solution for the fulfilment of contractual obligations. In this case, termination of the Contract shall be possible upon mutual agreement between the Parties only.

8.4 If the Contract shall be terminated in case specified in Clause 8.3 of the Contract, none of the parties shall be entitled to demand from the other Party any restitution.

9 Confidentiality

9.1 The Contract and all the information, which became known to the Parties in relation to conclusion of the Contract and fulfilment of obligations set by the Contract shall be confidential and may not be disclosed to third parties without prior written consent of authorized representatives of the Parties, except for information the disclosure of which is provided by law.

9.2 Also, the employees of the contractual parties, who normally within the work description and duties to be performed would not have access to such documents, as the Contract shall be considered third parties within the meaning of Clause 9 of the Contract. However, third parties shall not include external advisors and cooperation partners of the contractual parties, involved in the commercial activity of the respective contractual party and contractually or legally related to that particular contractual party regarding confidentiality at least at the level provided by the Contract.

9.3 It shall not be considered that a violation of conditions included in Clause 9 of the Contract has occurred, if confidential information has to be provided in accordance with applicable regulatory enactments. In such a case the Party, which has received corresponding request, shall immediately notify the other Party thereof in writing.

9.4 It shall not be considered that a violation of conditions included in Clause 9 of the Contract has occurred, if the Contract or information on any of the Parties shall be disclosed to the transmission system operator for the purposes of provision of execution of Contract, provided that the Contract or information shall be disclosed only in the volume necessary for proper execution of the Contract.

9.5 Termination or expiry of the Contract shall not cease duty of the Parties regarding non-disclosure of confidential information.

10 Entry into force and amendment of the Contract and termination procedure

10.1 The Contract shall enter into force on the day, when it is signed by both Parties and remain in force until full completion of all contractual obligations. On the day of signing of the Contract

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all the previous correspondence, documents and negotiations between the Parties regarding matters related to the subject of the Contract shall become invalid.

10.2 Amendments and additions can be made into the Contract upon mutual agreement between the Parties. All amendments and additions of the Contract should be made in writing and they shall enter into force as soon as they are signed by both Parties.

10.3 The Contract may be terminated early upon mutual written agreement between the parties or in case specified in Clause 6.8, 8.3 or 10.4 of the Contract.

10.4 Any of the Parties shall be entitled to terminate the Contract unilaterally, if the other Party shall fail to fulfil or fulfil improperly the obligations set by the Contract. In such a case the Party, which wants to terminate the Contract on such basis, shall notify the other Party in writing indicating the reason of termination not later than 30 (thirty) days prior to termination of the Contract. The Contract should be considered terminated from the day indicated by the notice.

10.5 If the Contract shall be terminated in case specified in Clause 10.4 of the Contract due to the fault of the User, the User shall pay to the Storage Facility operator for the services actually provided by the Storage Facility operator and pay to the Storage Facility operator the compensation specified in Clause 6.3 and 6.4, as well as cover losses caused to the Storage Facility operator due to non-fulfilment of the User's duties and termination of the Contract within the time limit set by Clause 3.5 and 3.6 of the Contract.

10.6 If the Contract shall be terminated in case specified in Clause 10.4 of the Contract due to the fault of the Storage Facility operator, the Storage Facility operator shall pay to the User the penalty specified in Clause 6.7 of the Contract, as well as cover losses caused to the User due to non-fulfilment of the Storage Facility operator's duties and termination of the Contract.

10.7 If separate Clauses of the Contract shall become invalid, this will not cause cancellation of other Clauses. In such a case the Parties, taking into consideration the regulatory enactments valid in the Republic of Latvia, shall replace the invalid Clause of the Contract in such a way as to the new Clause was as similar to the invalid Clause as possible in terms of content and purpose.

11 Validity period of the Contract

Validity period of the Contract shall last from ____ 201__ until ____
____ 201__.

12 Other provisions

12.1 The Parties shall send all the information related to execution of the Contract to the address of the other Party specified in Clause 13 of the Contract, unless the Contract provides otherwise. The Parties shall be obliged to be reachable in the indicated address and to accept the information sent by the other Party. Written information sent by postal services should be considered received on the 7th (seventh) day after hand-over thereof in the post office. Written information sent to the electronic mail shall be considered received on the second working day after sending thereof.

12.2 The Parties shall be obliged to notify each other of change of their legal addresses, phone numbers, e-mail addresses and fax numbers not later than within 5 (five) days from the occurrence of the respective changes.

12.3 The Parties shall be entitled to implement additional measures, including insurance and other actions aimed at execution of obligations set by the Contract.

12.4 Relationships between the Parties, which are not governed by the Contract, may be resolved by signing of separate agreements between the Parties.

12.5 Representatives authorized by the Parties for the execution of the Contract:

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12.5.1 Representative of the Storage Facility operator – _____
_____;

12.5.2 Representative of the user – _____
_____.

12.6 Following Annexes have been attached to the Contract at the moment of signing thereof forming an integral part of the Contract:

Annex No. 1 - Physical chemical indicators of gas composition.

Annex No. 2 - _____.

12.7 The Contract has been concluded in Riga, in two copies, one of them kept by the User, the other one – by the Storage Facility operator. Both copies are with equal legal force.

13 Legal addresses and requisites of the Parties

Storage Facility operator:

User:

Joint-Stock Company
“Latvijas Gāze”
Single Registration Number No.
40003000642 VAT payer’s No.
40003000642
Vagonu Street 20, Riga,
LV-1009, Republic of Latvia
Phone: _____, _____
Fax: _____
E-mail: _____
Cc: _____
IBAN LV38PARX0000004461018
SWIFT PARXLV22
JSC “Citadele banka”
Smilšu Street 3, Riga
LV-1522, Republic of Latvia

Single Registration Number _____
VAT payer’s No. _____

Phone: _____
Fax: _____
E-mail: _____
Cc: _____
IBAN _____
SWIFT _____

Title of position of the Storage Facility operator’s representative with signatory power

Title of position of the User’s representative with signatory power
