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| **UGOVOR O KORIŠTENJU TERMINALA****ZA UKAPLJENI PRIRODNI PLIN** Ovaj Ugovor o korištenju terminala za UPP(dalje kao: **Ugovor**)sklopljen je između:(1) **LNG Hrvatska d.o.o.**, društvo s ograničenom odgovornošću, sa sjedištem na adresi Slavonska avenija 1B, Zagreb, Hrvatska, registrirano pri Trgovačkom sudu u Zagrebu pod brojem 080733282, OIB: 53902625891 (dalje kao: **Operator**); i(2) **[\*]**, društvo registrirano pri **[\*]** pod brojem **[\*]** sa sjedištem na adresi **[\*]**, OIB: **[\*]** (dalje kao: **Korisnik**). (Operator i Korisnik dalje u tekstu zajedno kao: „**Ugovorne** **strane**“, a svaki pojedinačno kao „**Ugovorna strana**“)**UVODNE ODREDBE****Članak 1.**(1) Ovim Ugovorom uređuju se prava i obveze Ugovornih strana u vezi s pružanjem usluge prihvata i otpreme UPP-a.(2) Opći uvjeti korištenja terminala za UPP (u daljnjem tekstu: **Opći uvjeti**), koji čine Prilog I. važećih Pravila korištenja terminala za UPP (Narodne Novine broj [●], i kasnije izmjene i dopune; dalje u tekstu: **Pravila**), sastavni su dio ovog Ugovora. (3) Potpisom ovog Ugovora, Korisnik potvrđuje da je upoznat sa, i da prihvaća sve odredbe važećih Pravila i Općih uvjeta. (4) Ako drugačije nije izrijekom određeno ovim Ugovorom, izrazi koji se koriste u ovom Ugovoru imaju značenje utvrđeno Pravilima, Općim uvjetima i drugim propisima kojima se uređuje energija, reguliranje energetskih djelatnosti i tržište plina.**Članak 2.****PREDMET UGOVORA**(1) Temeljem ovog Ugovora Operator se obvezuje pružati Korisniku uslugu prihvata i otpreme UPP-a, a Korisnik se obvezuje plaćati Operatoru naknadu za korištenje terminala za UPP i druge primjenjive naknade, sukladno Općim uvjetima, u razdoblju definiranom u **Prilogu 1** ovog Ugovora kao **„Razdoblje pružanja usluge“**. (2) Kapacitet uplinjavanja UPP-a raspodijeljen Korisniku za Razdoblje pružanja usluge (kWh) je naznačen u **Prilogu 1** ovog Ugovora. **Članak 3.****PRAVA I OBVEZE UGOVORNIH STRANA**(1) Ugovorne strane imaju prava i obveze kako je regulirano u Pravilima, Općim uvjetima i drugim propisima Republike Hrvatske koji reguliraju tržište energije.(2) Korisnik se obvezuje da će za cijelo vrijeme trajanja ovog Ugovora ispunjavati sve uvjete i obveze predviđene Pravilima, Općim uvjetima i drugim propisima Republike Hrvatske za korisnika terminala za UPP. (3) Ako Korisnik u bilo kojem času prestane ispunjavati uvjete iz stavka 2. ovog članka, a osobito, ali ne ograničavajući se na, ako mu dozvola za obavljanje energetske djelatnosti opskrbe plinom ili trgovine plinom u Republici Hrvatskoj bude ukinuta, stavljena van snage, poništena ili istekne, Operator ima pravo:a) bez odgađanja prekinuti pružanje svih usluga koje su predmet ovog Ugovora Korisniku, sukladno odredbama Pravila, sve dok Korisnik ne dostavi Operatoru dokaz da opet ispunjava sve uvjete za korisnika terminala za UPP sukladno stavku 2. ovog članka, i/ilib) raskinuti ovaj Ugovor sukladno odredbama Općih uvjeta.Ako Operator prekine pružanje usluga Korisniku sukladno ovom stavku, Korisnik će biti obvezan plaćati Operatoru naknadu za korištenje terminala za UPP i druge primjenjive naknade u punom iznosu za cijelo razdoblje za koje mu je bilo prekinuto pružanje usluga, neovisno o tome što nije koristio terminal za UPP. Na prekid pružanja usluga temeljem ovog stavka odgovarajuće će se primjeniti odredbe Pravila o prekidu pružanja usluga zbog okolnosti koje se mogu pripisati odgovornosti korisnika terminala za UPP.(4) Korisnik se obvezuje da će za cijelo vrijeme trajanja ovog Ugovora imati na snazi sklopljeni Ugovor o zajedničkom korištenju terminala za UPP, sukladno odredbama Pravila.**Članak 4.****SREDSTVO OSIGURANJA PLAĆANJA**(1) Korisnik je obvezan dostaviti Operatoru sredstvo osiguranja plaćanja u iznosu, vrsti i u roku sukladno odredbama Općih uvjeta.(2) Ako Korisnik ne dostavi Operatoru sredstvo osiguranja plaćanja u iznosu, vrsti i u roku sukladno odredbama Općih uvjeta, primjena obveze Operatora da pruži sve usluge koje su predmet ovog Ugovora odgađa se sve dok Korisnik ne ispuni predmetnu obvezu. Korisnik će neovisno o tome što ne koristi terminal za UPP biti obvezan plaćati Operatoru naknadu za korištenje terminala za UPP u punom iznosu za cijelo razdoblje za koje mu je bilo odgođeno pružanje usluga. U svakom slučaju, Operator ima pravo raskinuti Ugovor, uz ostavljanje naknadnog roka za ispunjenje sukladno Općim uvjetima.(3) Korisnik je obvezan održavati na snazi i obnavljati sredstvo osiguranja plaćanja iz stavka 1. ovog članka, sukladno odredbama Općih uvjeta. **Članak 5.****NAKNADE**Korisnik je obvezan plaćati naknadu za korištenje terminala za UPP i druge primjenjive naknade sukladno Općim uvjetima, Pravilima, Metodologiji utvrđivanja iznosa tarifnih stavki za prihvat i otpremu ukapljenog prirodnog plina, odluci o visini tarifnih stavki za prihvat i otpremu ukapljenog prirodnog plina, Metodologiji utvrđivanja cijene nestandardnih usluga za transport plina, distribuciju plina, skladištenje plina, prihvat i otpremu ukapljenog prirodnog plina i javnu uslugu opskrbe plinom i odluci o cjeniku nestandardnih usluga operatora terminala za ukapljeni prirodni plin; koje donosi Agencija, kao i sva davanja, poreze i namete koji su plativi u odnosu na predmetne naknade temeljem primjenjivih propisa.**Članak 6.****TRAJANJE UGOVORA**(1) Ovaj Ugovor stupa na snagu danom njegova potpisa od strane ovlaštenih predstavnika Ugovornih strana.(2) Ovaj Ugovor se sklapa na određeno vrijeme do isteka Razdoblja pružanja usluga, naznačenog u Prilogu 1. ovog Ugovora.**Članak 7.****RASKID UGOVORA**(1) Ugovorne strane imaju pravo raskinuti ovaj Ugovor u slučajevima kako je regulirano u Pravilima, Općim uvjetima i ovom Ugovoru.(2) Posljedice raskida Ugovora iz stavka 1. ovog članka su regulirane u Općim uvjetima.(3) Ovaj Ugovor se automatski raskida temeljem samog zakona u slučaju prestanka Ugovora o zajedničkom korištenju terminala za UPP u odnosu na Korisnika, nije zamijenjen novim Ugovorom o zajedničkom korištenju terminala za UPP koji stupa na snagu istovremeno s prestankom ranije sklopljenog Ugovora o zajedničkom korištenju terminala za UPP. U slučaju prestanka Ugovora o zajedničkom korištenju terminala za UPP iz ovog stavka, ovaj Ugovor se raskida sa danom prestanka Ugovora o zajedničkom korištenju terminala za UPP u odnosu na Korisnika. Ukoliko Ugovor o zajedničkom korištenju terminala za UPP bude raskinut zbog krivnje Korisnika, Korisnik će biti dužan podmiriti Operatoru iznose i naknadu štete nastalu kao posljedica raskida ovog Ugovora sukladno odredbama Općih uvjeta koje reguliraju posljedice raskida ugovora o korištenju terminala za UPP od strane Operatora zbog krivnje korisnika terminala za UPP.**Članak 8.**1. **NAČELO NEDISKRIMINACIJE**

Operator je dužan odnositi se prema Korisniku i drugim korisnicima terminala za UPP bez diskriminacije. Operator se obvezuje, sukladno ovom Ugovoru, da neće Korisniku nametati diskriminatorne uvjete ili uvjete koji su manje povoljni od uvjeta primijenjenih na ostale korisnike terminala za UPP koji imaju sklopljen ugovor o korištenju terminala za UPP pod sličnim uvjetima.**Članak 9.**1. **RAČUNANJE ROKOVA**

(1) Za svrhe ovog Ugovora svi se rokovi računaju na sljedeći način:a) rokovi određeni u danima, računati od određenog dana, ne uključuju u izračun prvi dan te počinju sljedećeg dana,b) ako su rokovi određeni u mjesecima ili godinama, računaju se od datuma do datuma. Ako u mjesecu dospijeća nema dana koji je ekvivalentan prvom danu početka računanja roka, podrazumijeva se da rok istječe zadnjeg dana u mjesecu dospijeća.1. (2) Računanje rokova uključuje neradne dane, osim ako se rok izričito ne odredi samo u radnim danima. Upućivanje na vrijeme u danu znači upućivanje na lokalno vrijeme u Hrvatskoj, osim ako je drugačije naznačeno. Radni dani su dani kako je definirano u Pravilima. Ako posljednji dan roka pada u dan koji nije radni dan sukladno Pravilima, kao posljednji dan roka smatra se sljedeći radni dan.

**Članak 10.**IZMJENE I DOPUNEUgovorne strane mogu dopunjavati ili mijenjati ovaj Ugovor samo sklapanjem pisanog aneksa, koji su potpisale obje Ugovorne strane.**Članak 11.**IZJAVE I OBVEZE(1) Prilikom izvršavanja obveza i ostvarivanja prava po ovom Ugovoru, svaka Ugovorna strana će postupati savjesno i sa dužnom pažnjom. (2) Korisnik izjavljuje i jamči Operatoru, te Operator izjavljuje i jamči Korisniku, da:1. je osoba koja je propisno osnovana, koja valjano postoji te se nad njom ne vodi stečajni, predstečajni ili slični postupak koji može rezultirati sa prestankom društva, prema mjerodavnim propisima;
2. on i njegovi potpisnici imaju puno korporativno ovlaštenje i pravo da stupi u i da koristi svoja prava i izvršava svoje obaveze po ovom Ugovoru;
3. obveze koje će preuzeti po ovom Ugovoru zakonite su i valjane obaveze koje ga obvezuju;
4. radnje potrebne za ovlaštenje sklapanja ovog Ugovora te izvršenje njegovih obveza navedenih ovdje su uredno izvršene;
5. sklapanje i ispunjavanje ovog Ugovora ne krši osnivačke akte Ugovorne strane niti bilo koji sporazum ili bilo koji primjenjivi zakon po kojem je Ugovorna strana ili njena imovina vezana; i
6. nema prava pod zakonima bilo koje nadležnosti tražiti ili imati koristi od bilo kakvog imuniteta (bilo okarakteriziranog kao državni imunitet, suvereni imunitet, državni akt ili drugačije) od nadležnosti, tužbe, sudskog postupka, ovrhe, uručenja službene obavijesti, pljenidbe, zapljene, prijeboja, privremene mjere ili naloga ili drugih pravnih procesa (bilo u svrhu provedbe, prije donošenja odluke ili presude ili drugačije).

(4) Operator se ovime obavezuje, za trajanja ovog Ugovora, da neće dopustiti ili izvršiti bilo kakve bitne promjene tehničkih uvjeta terminala za UPP koje uzrokuju nerazmjerne promjene u poslovnim uvjetima korisnika terminala ili njegovim stečenim subjektivnim pravima. Radi izbjegavanja dvojbe ova odredba se ne odnosi na: (a) odluku Operatora da unaprijedi ili poboljša karakteristike terminala za UPP, poboljša učinkovitost rada terminala za UPP i/ili sigurnost terminala za UPP, pri čemu se time ne utječe na pružanje ugovorene usluge prihvata i otpreme UPP-a sukladno ovom Ugovoru, ili(b) izmjena propisa (uključujući, ali ne ograničeno na, propise i standarde o zaštiti okoliša) ili normi koje se primjenjuju ili utječu na terminal za UPP ili (c) izmjenama tehničkih uvjeta o kojima su se stranke suglasile. (5) Ako Operator, nakon sklapanja ovog Ugovora, učini bitne promjene tehničkih karakteristika terminala za UPP, protivno odredbama stavka (4) ovog članka, Ugovorne strane će pregovarati u dobroj vjeri i uložiti najbolje napore kako bi pokušale pronaći zajedničko rješenje o prihvatljivoj izmjeni ovog Ugovora. Ako Ugovorne strane ne postignu dogovor u roku od 60 dana od promjene tehničkih karakteristika terminala za UPP, Korisnik će biti ovlašten jednostrano raskinuti Ugovor putem pisane obavijesti o raskidu. U slučaju raskida Ugovora iz ovog stavka, Ugovorne strane neće imati nikakvih međusobnih potraživanja temeljem ili vezano uz raskid Ugovora.**Članak 12.** **RAZNO**(1) Ovaj Ugovor, zajedno sa svim svojim prilozima, sadrži cjelokupni sporazum Ugovornih strana u odnosu na predmet ovog Ugovora te zamjenjuje sve druge sporazume, usmene ili pisane, koji se odnose na predmet ovog Ugovora. (2) Propust u izvršavanju, ili bilo kakvo zakašnjenje u izvršavanju bilo kojeg prava, ovlasti ili pravnog lijeka po ovom Ugovoru neće se smatrati kao odricanje od bilo kakvog takvog prava, ovlasti ili pravnog lijeka.(3) Propust bilo koje Ugovorne strane da u bilo kojem trenutku zahtijeva ispunjenje ili djelomično ispunjenje bilo koje odredbe ovog Ugovora neće utjecati na njeno pravo da zahtjeva kasnije ispunjenje takve odredbe. Odricanje bilo koje Ugovorne strane od prava zbog bilo kakvog kršenja odredbi ovog Ugovora neće se smatrati odricanjem od bilo kakvih prava zbog budućih kršenja takvih odredaba. Neće se smatrati da se Ugovorna strana odrekla ili odgodila izvršenje ili djelomično izvršenje bilo kojeg uvjeta ili obaveze koja se ovdje izvršava, osim ako je to učinjeno pisanom izjavom koju je potpisala Ugovorna strana za koju se tvrdi da se toga odrekla ili da je odobrila odgodu.(4) Nevaljanost ili neprovedivost bilo koje odredbe ovog Ugovora neće utjecati na bilo koji način na valjanost ili provedivost preostalih odredbi Ugovora te će Ugovorne strane uložiti svoje najbolje napore kako bi izmijenile takvu nevaljanu ili neprovedivu odredbu na način da ista postane valjana i provediva u skladu s u njoj izraženom namjerom Ugovornih strana, u najvećoj mogućoj mjeri dopuštenoj zakonom.**Članak 13.****KOMUNIKACIJA / OBAVIJESTI**1. (1) Bilo kakva obavijest, zahtjev, uputa ili druga komunikacija između Ugovornih strana, koje je potrebno ili dopušteno po ovome Ugovoru, sastaviti će se na engleskom ili hrvatskom jeziku.
2. (2) Osim u slučajevima koji se odnose na radnje koje se moraju priopćiti u skladu s Pravilima ili Općim uvjetima, sva druga komunikacija između Ugovornih strana koja se odnosi na ovaj Ugovor obavljat će se pisanim putem, te će biti dostavljena osobno, kurirskom službom, faksom, poštom preporučeno s povratnicom, ili elektroničkom poštom, sljedećim osobama:

**Korisnik**:Na pažnju: **[\*]** Adresa: **[\*]**Fax: **[\*]**E-mail: **[\*]****Operator:**Na pažnju: Matija GalijotAdresa:Slavonska avenija 1B, 10000 Zagreb, HrvatskaFax: 01/4094601E-mail: matija.galijot@lng.hr (3) Ugovorne strane će imati obvezu osigurati mogućnost primanja svih i bilo kojih obavijesti, dopisa i ostalih komunikacija u vezi s ovim Ugovorom na kontakt podatke iz članka 13. stavka (2) ovog Ugovora tokom cijelog važenja ovog Ugovora. U skladu s navedenim, Ugovorne strane će se međusobno obavještavati o svim promjenama kontakt podataka navedenih u članlu 13. stavku (2) ovog Ugovora ne kasnije od 2 Radna dana nakon takve promjene. U slučaju da Ugovorna strana ne obavijesti drugu Ugovornu stranu pisanim putem o promjeni navedenih kontakt podataka sukladno ovom Ugovoru ili ne osigura mogućnost primitaka dopisa i komunikacija na navedene kontakt podatke iz članka 13. stavka (2) ovog Ugovora, svi dopisi i komunikacije za svrhe ovog Ugovora smatrat će se propisno dostavljenima u roku iz članka 13. stavka (4) ovog Ugovora ako su upućeni na kontakt podatke naznačene u članku 13. stavku (2) ovog Ugovora.(4) Osim ako nije izrijekom drugačije navedeno, bilo kakva obavijest ili druga komunikacija od jedne Ugovorne strane drugoj u skladu s ovim člankom smatrati će se zaprimljenom od druge Ugovorne strane: (i) na dan primitka u slučaju dostave osobno, poštom preporučeno s povratnicom, kurirskom službom, faksom ili e-mailom (s potvrdom primitka); odnosno (ii) sljedeći radni dan nakon dana na koji je takva obavijest poslana na adresu primatelja u slučaju slanja elektroničkom poštom ili faksom ako nema potvrde primitka; odnosno (iii) 3 dana nakon dana slanja, ako je poslano poštom preporučeno s povratnicom ili kurirskom službom, osim ako je primljena prije proteka navedenog roka od 3 dana.Članak 14.(1) Ugovorne strane su suglasne da se na sva pitanja koja nisu regulirana ovim Ugovorom primjenjuju Pravila, Opći uvjeti i svi ostali primjenjivi propisi.(2) Korisnik potvrđuje da je upoznat s time da se propisi vezano uz energetsku djelatnost upravljanja terminalom za UPP razvijaju te prihvaća da se, ako za vrijeme trajanja Ugovora dođe do izmjene važećih propisa koji utječu na Ugovor (uključujući, ali ne ograničeno na, Pravila i Opće uvjete), takva izmjena propisa se primjenjuje na ovaj Ugovor, te se obvezuje sklopiti dodatak ovom Ugovoru kojim će se odredbe Ugovora uskladiti s izmijenjenim propisima.(3) Iznimno od stavka 2. ovog članka, u slučaju da tijekom važenja ovog Ugovora dođe do značajnih izmjena ili dopuna odredbi zakonskih i drugih propisa koji su bili na snazi u vrijeme stupanja ovog Ugovora na snagu, na način da bi radi predmetnih izmjena ili dopuna propisa ispunjenje obveza Korisnika postalo pretjerano otežano ili bi mu nanijelo pretjerano veliki gubitak, Ugovorne strane će pristupit pregovorima u svrhu eventualnih izmjena ili dopuna ovog Ugovora kojima bi se osigurala ravnoteža interesa i planiranih ekonomskih rezultata Ugovornih strana koji su postojali u trenutku sklapanja ovog Ugovora, pod uvjetima i na način kako je regulirano odredbama Općih uvjeta.Članak 15.(1) Za ovaj Ugovor je mjerodavno pravo Republike Hrvatske. (2) Bilo koji sporovi koji nastanu temeljem ili vezano uz ovaj Ugovor, njegovo kršenje, raskid ili valjanost, konačno će se riješiti arbitražom kako slijedi:- ako su sve stranke u sporu osnovane po pravu Republike Hrvatske, mjesto arbitraže bit će u Republici Hrvatskoj, Zagrebu. Jezik arbitraže bit će hrvatski;- ako je barem jedna stranka u sporu osnovana po stranom pravu, mjesto arbitraže bit će u Republici Austriji, Beč. Jezik arbitraže bit će engleski;dok će se u odnosu na preostala pitanja za arbitražu koja nisu regulirana u ovom Ugovoru primjenjivati članak 49. Općih uvjeta. (3) Ovaj Ugovor sastavljen je na hrvatskom i engleskom jeziku, pri čemu će u slučaju bilo kakvih nepodudarnosti mjerodavna biti hrvatska verzija. U slučaju bilo kakvog odstupanja između engleske i hrvatske verzije ovog Ugovora, Strane se obvezuju prilagoditi englesku verziju Ugovora u potrebnoj mjeri kako bi se osiguralo da je u potpunosti usklađena s hrvatskom verzijom ovog Ugovora.**Članak 16.**(1) Stupanjem na snagu ovog Ugovora prestaje važiti Ugovor o korištenju terminala za UPP kojeg su Ugovorne strane sklopile dana [●](2) Ugovorne strane potvrđuju da nemaju nikakvih međusobnih potraživanja vezano uz ugovor iz stavka (1) ovog članka, osim tražbinu na ime [●] u iznosu [●], koju će Korisnik podmiriti u roku dospijeća.(3) Ugovorne strane su suglasne da će Operator zadržati sredstvo osiguranja plaćanja ([●] u iznosu od [●]), kojeg mu je dostavio Korisnik temeljem ugovora iz stavka (1) ovog članka, i da je ovlašten koristiti ga kao sredstvo osiguranja plaćanja svih tražbina temeljem ili vezano uz ovaj Ugovor. Korisnik se obvezuje obnavljati i održavati na snazi sredstvo osiguranja plaćanja sukladno odredbama Općih uvjeta.**Članak 17.**Ugovorne strane utvrđuju da je ovaj Ugovor sklopljen u četiri (4) primjerka, od kojih svaka Ugovorna strana zadržava dva (2) primjerka.**Za Operatora**:U \_\_\_\_\_\_\_\_ , dana \_\_\_\_\_\_\_\_\_. *(mjesto) (datum)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[ime i prezime, funkcija]***Za Korisnika**:U \_\_\_\_\_\_\_\_, dana \_\_\_\_\_\_\_\_\_. *(mjesto) (datum)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(ime i prezime, funkcija)**PRILOG 1****1.1.Raspodijeljeni kapacitet uplinjavanja UPP-a**

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| --- | --- |
| Plinska Godina | Raspodijeljen kapacitet (kWh NCV) |
| 2021/2022 |  |
| 2022/2023 |  |
| 2023/2024 |  |
| 2024/2025 |  |
| 2025/2026 |  |
| 2026/2027 |  |
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**1.2. Razdoblje pružanja usluge: od [●] do [●]****1.3. Podaci o bankovnom računu Ugovornih strana za bilo kakve uplate****Za Operatora:**NAZIV BANKE: PRIVREDNA BANKA ZAGREB d.d. BROJ RAČUNA: 2340009-1110441180IBAN: HR87 2340 0091 1104 4118 0SWIFT: PBZGHR2X**Za Korisnika:**NAZIV BANKE: BROJ RAČUNA: IBAN: SWIFT:  | **TERMINAL USE AGREEMENT** **OF LIQUEFIED NATURAL GAS TERMINAL**This Terminal Use Agreement (hereinafter: the **Agreement)** is entered into between:(1) **LNG Hrvatska d.o.o.**, a limited liability company, seated in Slavonska avenija 1B, Zagreb, Croatia, registered at Commercial Court in Zagreb under the number 080733282, personal identification number (“OIB”): 53902625891 (hereinafter: the **Operator**); and(2) **[\*]**, a company registered at **[\*]** under the number **[\*]**, office at **[\*]**, personal identification number (“OIB”): **[\*]** (hereinafter: the **User**). (Operator and User are hereinafter referred to collectively as the “**Parties**” and each individually as a “**Party**”).**INTRODUCTORY PROVISIONS****Article 1.**(1) This Agreement regulates the rights and obligations of the Parties in connection with the provision of the LNG Regasification Service.(2) The General Terms and Conditions of Liquefied Natural Gas Terminal Use (hereinafter: the **GTC**), which constitute Annex I to the current Rules of Operation of the Liquefied Natural Gas Terminal (Official Gazette No. [●], and subsequent amendments; hereinafter: the **Rules**), constitite an integral part of this Agreement.(3) By signing this Agreement, the User confirms that he is familiar with, and that he accepts all the provisions of the applicable Rules and GTC.(4) Unless otherwise expressly provided by this Agreement, the terms used in this Agreement shall have the meaning determined by the Rules, the GTC and other regulations governing energy, regulation of energy activities and the gas market.Article 2SUBJECT MATTER OD THE AGREEMENT(1) Based on this Agreement, the Operator undertakes to provide the LNG Regasification Services to the User, and the User undertakes to pay to the Operator the fee for use of the LNG terminal and other applicable fees, pursuant to the GTC, in the period defined in Schedule 1 of this Agreement as the “Service Period”. (2) The LNG regasification capacity allocated to User per the Service Period (kWh) is indicated in Schedule 1 of this Agreement.Article 3RIGHTS AND OBLIGATIONS OF THE PARTIES(1) The Parties have rights and obligations as envisaged in the Rules, GTC and other regulations of the Republic of Croatia governing the energy market.(2) The User obligates to fulfill all conditions for and obligations of a user of LNG terminal envisaged in the Rules, GTC and other legislation of the Republic of Croatia, for the entire period of this Agreement. (3) If the User ceases at any time to meet the conditions referred to in paragraph 2 of this Article, and in particular, but not limited to, if his license to perform energy acitivy of gas supply or gas trade in the Republic of Croatia is revoked, rescinded, canceled or expires, the Operator is entitled to:a) immediately suspend the provision of all services which are subject matter of this Agreement, pursuant to the provisions of the Rules, until the User provides the Operator with evidence that the User is meeting again the conditions for a user of LNG terminal pursuant to paragraph 2. of this Article and/orb) terminate this Agreement pursuant to the provisions of GTC.In case the Operator suspends provision of services to the User pursuant to this paragraph, the User shall be obligated to pay the full amount of fee for use of the LNG terminal and other applicable fees for the entire period in which the provision of services was suspended, regardless of fact that he did not use the LNG terminal.The provisions of the Rules on suspension of the provision of services due to circumstances that can be attributed to the liability of the terminal user shall apply accordingly to the suspension of the provision of services pursuant to this paragraph.(4) The User undertakes to have in force for the entire duration of this Agreement the concluded Joint Terminal Use Agreement, in accordance with the provisions of the Rules.**Article 4****COLLATERAL**(1) The User is obliged to submit to the Operator a collateral in the amount, type and within deadline in accordance with the provisions of the GTC.(2) If the User fails to submit to the Operator the collateral in the amount, type and within deadline in accordance with the provisions of the GTC, the application of the Operator's obligation to provide all services which are subject matter of this Agreement shall be postponed until the User fulfills the respective obligation. The User shall be obligated to pay the full amount of fee for use of the LNG terminal and other applicable fees regardless of fact that he is not using the LNG terminal, for the entire period in which the provision of services was postponed. In any case, the Operator has the right to terminate the Agreement, leaving a subsequent deadline for fulfillment in accordance with the GTC.(3) The User is obliged to maintain in force and renew the collateral referred to in paragraph 1 of this Article, in accordance with the provisions of the GTC.**Article 5****FEES**The User is obligated to pay fee for use of the terminal and other applicable fess pursuant to GTC, Rules, Methodology for determination of the tariff items for the unloading and send out of liquified natural gas, decision on the amount of tariff items for the unloading and send out of liquified natural gas, Methodology for determining the prices of non-standard services for gas transmission, gas distribution, gas storage, unloading and send out of liquified natural gas and public gas supply service and the decision on the price list of non-standard services of liquefied natural gas terminal operator; passed by the Agency, and all public charges and taxes against the respective fees, based on the applicable legislation.Article 6**TERM OF THE AGREEMENT**(1) This Agreement enters into force on the date of its signature by the authorized representatives of the Parties.(2) This Agreement is concluded for a definite period of time until the expiration of the Service Period, specified in Schedule 1 to this Agreement.Article 7**TERMINATION OF THE AGREEMENT**(1) The Parties are entitled to terminate this  Agreement in the events as envisaged under the Rules, GTC and this Agreement. (2) Consequences of termination of the Agreement from paragraph (1) of this Article are regulated in GTC.(3) This Agreement is terminated automatically on the basis of the law in case that Joint Terminal Use Agreement ceases to be in force with regard to the User, if it is not replaced by a new Joint Terminal Use Agreement which enters into force simultaneously with termination of the prior Joint Terminal Use Agreement. In case of cessation of the Joint Terminal Use Agreement from this paragraph, this Agreement shall be terminated on the day of cessation of Joint Terminal Use Agreement with regard to the User. If the Joint Terminal Use Agreement is terminated due to the fault of the User, the User shall be obliged to pay to the Operator the amounts and damages incurred as a result of termination of this Agreement in accordance with the provisions of GTC regulating termination of the terminal use agreement by the Operator due to the fault of the User.Article 8**PRINCIPLE OF NON-DISCRIMINATION**Operator shall treat User and other terminal users in a non-discriminatory manner. Operator undertakes, as per this Agreement, to not impose on the User discriminatory conditions or conditions that are less favourable than those applied to other terminal users that have concluded a terminal use agreement of a similar nature in conditions.Article 9**CALCULATION OF PERIODS**(1) For the purposes of this Agreement, all periods shall be calculated as follows:a) periods set in days, calculated from a specific day, shall not include the first day in the calculation and shall begin on the following day,b) if the deadlines are set by months or years, they shall be calculated from date to date. If there is no day in the month of maturity equivalent to the first day of the commencement of calculation, the deadline shall be understood to expire on the last day of the month of maturity.1. (2) Calculation of the periods shall include non-business days, unless the period has been expressly established in Business Days. A time of day is a reference to the local time in Croatia, unless otherwise indicated. Business days are days as defined in the Rules. In case the last day of the period falls on a day which is not determined as a Business Day pursuant to the Rules, then the next Business Day shall be deemed as the last day of the period.

Article 10AMENDMENTSThe Parties may amend or supplement this Agreement only by concluding a written annex, signed by both Parties.Article 11REPRESENTATIONS AND UNDERTAKINGS(1) In performing its obligations and exercising its rights under this Agreement, each Party shall act prudently and with due care. (2) The User represents and warrants to Operator and the Operator represents and warrants to the User that:1. it is an entity duly incorporated, validly existing and there is no ongoing bankruptcy, pre-bankruptcy or similar proceeding which may result with cessation of the company under the laws of the jurisdiction of its organization;
2. it and its signatories have full corporate power and authority to enter into and to exercise its rights and perform its obligations under this Agreement;
3. the obligations to be assumed by it under this Agreement are legal and valid obligations binding on it;
4. the actions necessary to authorize the execution of this Agreement and the performance of its obligations hereunder have been duly taken;
5. the execution and performance of this Agreement does not violate the constitutional documents of such Party or any agreement or any applicable law by which it or its assets are bound; and
6. it has no right under the laws of any jurisdiction to claim or benefit from any immunity (whether characterized as state immunity, sovereign immunity, act of state or otherwise) from jurisdiction, suit, action, service, execution, attachment, set off, provisional measures or orders or other legal process (whether in aid of execution, before award or judgment or otherwise).

(4) Operator hereby undertakes, for the duration of this Agreement, not to permit or make any material change to the Terminal's Technical Conditions, that would cause disproportionate changes to the business conditions of the terminal user or affect its acquired subjective rights. For the avoidance of doubt, this provision does not apply to: (a) Operator’s decision to improve or upgrade characteristics of the Terminal, improve efficiency of Terminal’s operation and/or safety of the Terminal, whereby it will not affect the provision of contracted LNG Regasification Services pursuant to the Agreement , or(b) change of legislation (including, but not limited to, legislation and standards on protection of environment) or norms which apply to or affect the Terminal, or(c) changes to Technical Conditions mutually agreed upon by the Parties(5) If the Operator, after conclusion of this Agreement, makes material change of the Terminal’s Technical Characteristics, contrary to the provisions of paragraph (4) of this Article, the Parties will negotiate in good faith and invest their best efforts in order to try to find a joint solution on the acceptable modification of this Agreement. In case the Parties fail to reach an agreement within 60 days as of change of the Terminal’s Technical Characteristics, the User shall be entitled to unilaterally terminate the Agreement by written notice on termination. In case of termination of the Agreement pursuant to this paragraph, the Parties will not have any mutual claims based on or relating to the termination of the Agreement.  Article 12**MISCELLANEOUS PROVISIONS**(1) This Agreement, together with all its schedules, contains the entire agreement of the Parties in relation to the subject matter of this Agreement and supersedes all other agreements, oral or written, relating to the subject of this Agreement.(2) The failure to exercise, or any delay in exercising, any right, power or remedy under this Agreement shall not be deemed as a waiver of any such power or remedy. (3) The failure of any Party at any time to require performance or partial performance of any provision of this Agreement shall not affect its right to require subsequent performance of such provision. Waiver by any Party of any breach of any provision hereof shall not constitute the waiver of any rights relating to future breach of such provision. Performance or partial performance of any condition or obligation to be performed hereunder shall not be deemed to have been waived or postponed except by a statement in writing signed by the Party who is claimed to have granted such waiver or postponement.(4) The invalidity or unenforceability of any provision of this Agreement shall not affect in any way the validity or enforceability of the remaining provisions of the Agreement and the Parties shall use their best efforts to amend such invalid or unenforceable provision so that it becomes valid and enforceable in line with the intention of the Parties expressed by such provision, to the fullest extent permitted by law.Article 13**COMMUNICATION/NOTICES**(1) Any notice, request, instruction or other communication between the Parties, which is required or permitted to be given under this Agreement, shall be made in the English or Croatian language.(2) Except in cases relating to operations which must be notified in accordance with the Rules or GTC, all other communication between the Parties pertaining to this Agreement will be made in writing, and will be delivered personally, by courier, by fax,  by registered mail with confirmation of receipt, or by e-mail, to the following people:**User:** Att.: **[\*]**Address: **[\*]**Fax: **[\*]**E-mail: **[\*]****Operator:**Att.: Matija GalijotAddress: Slavonska avenija 1B, 10000 Zagreb, CroatiaFax: 01/4094601E-mail: Matija.galijot@lng.hr (3) The Parties shall be obliged to ensure the possibility of receiving all and any notifications, letters and other communications related to this Agreement on the contact details referred to in Article 13 paragraph (2) of this Agreement throughout the term of this Agreement. Pursuant to above, the Parties shall inform each other on all changes in contact information indicated in Article 13 paragraph (2) of this Agreement no later than 2 Business Days after such change. In case the Party does not provide to the other Party a written notification about the change of mentioned contact information pursuant to this Agreement or does not ensure the possibility of receiving correspondence and communication on the specified contact details from Article 13 paragraph (2) of Agreement, all letters and communication shall be considered properly delivered for the purpose of this Agreement within the period stated in Article 13 paragraph (4) of this Agreement if they are sent to the contact information specified in Article 13 paragraph (2) of this Agreement.(4) Unless explicitly indicated otherwise, any notice or other communication made by one Party to the other Party in accordance with this Article shall be deemed to be received by the other Party: (i) on the day of receipt in case of personal delivery, registered post with return receipt, delivery by the courier, by fax or by e-mail (with confirmation of receipt); and (ii) the next Business day after the day on which such notice is sent to the recipient's address in the case of sending by e-mail or fax if there is no confirmation of receipt, or (iii) 3 days after sending if sent by registered post with confirmation of receipt or delivery by the courier, unless it is received before the mentioned period of 3 days passed.Article 14(1) The Parties agree that all matters which are not regulated by this Agreement shall be regulated by the Rules, GTC and all other applicable regulations..(2) The User confirms that it is aware of the fact that the regulations regarding the energy activity of operation of the Terminal are evolving, and it accepts that if the regulation in force, which affects the Agreement (including, but not limited to, the Rules and GTC) changes during the term of this Agreement, such amendment of regulation shall be applied to this Agreement, and undertakes to conclude an addendum to this Agreement which will align the provisions of the Agreement with the amended regulations.(3) Notwithstanding the provisions of paragraph (2) of this Article, in the event that during the term of this Agreement significant amendments to the provisions of the law and other regulations that were in force at the time of entry into force of this Agreement occur, in such a way that due to the subject amendments to the regulations, the fulfillment of the obligations of the User would become excessively difficult or would cause him excessive losses, the Parties shall enter into negotiations for the purpose of eventual amendments to this Agreement to ensure the balance of interests and planned economic results of the Parties that existed at the time of the conclusion of this Agreement, under conditions and in the manner as regulated by GTC.Article 15(1) This Agreement shall be governed by the laws of Republic of Croatia. (2) Any disputes arising out of or in connection with this Agreement, its violation, termination or validity, shall be finally settled by arbitration, as follows:- if all parties to the dispute are established under the laws of the Republic of Croatia, the seat of arbitration shall be in the Republic of Croatia, Zagreb. The language of arbitration shall be Croatian; - if at least one party to the dispute is established under a foreign law, the seat of arbitration shall be in the Republic of Austria, Vienna. Language of arbitration shall be English;while Article 49 of the GTC shall be applicable to other issues related to arbitration not regulated in this Agreement. (3) This Agreement is drafted in Croatian and English language, whereas the Croatian version shall prevail in case of any contradiction. In the event of any discrepancy between English and Croatian version of this Agreement, the Parties shall align English version of the Agreement to the extent necessary to ensure that it is fully compliant with the Croatian version of the Agreement.**Article 16**(1) Upon this Agreement entering into force, the Terminal Use Agreement of Liquified Natural Gas Terminal, concluded between the Parties on [●] , shall cease to be binding upon the Parties.(2) The Parties confirm that they have no mutual claims with regard to the agreement referred to in paragraph (1) of this Article, except for the claim for [●] in the amount [●], which shall be paid by the User within the due date.(3) The Parties agree that the Operator shall retain the collateral ([●] in the amount of [●]), which the User provided to the Operator based on the agreement referred to in paragraph (1) of this Article, and that he is entitled to use it as collateral for payment of all claims based on or relating to this Agreement. The User undertakes to renew and maintain in force the collateral pursuant to the provisions of GTC.**Article 17**The Parties agree that this Agreement is concluded in four (4) copies, each Party retaining two (2) copies.**For the Operator:**In \_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_. (place) (date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name and surname, professional position)**For the User:**In \_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_. (place) (date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name and surname, professional position)**SCHEDULE 1**1.1. The LNG Regasification Capacity allocated

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| --- | --- |
| Gas Year | Capacity allocated kWh NCV) |
| 2021/2022 |  |
| 2022/2023 |  |
| 2023/2024 |  |
| 2024/2025 |  |
| 2025/2026 |  |
| 2026/2027 |  |
| 2027/2028 |  |
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| 2031/2032 |  |
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| 2035/2036 |  |
| 2036/2037 |  |
| 2037/2038 |  |
| 2038/2039 |  |
| 2039/2040 |  |

**1.2.** **Service Period: from [●] until [●]**1.3. The bank account details of the Parties for any payment**For the Operator:**BANK NAME: PRIVREDNA BANKA ZAGREB d.d. ACCOUNT NO.: 2340009-1110441180IBAN: HR87 2340 0091 1104 4118 0SWIFT: PBZGHR2X**For the User:** BANK NAME: ACCOUNT NO.: IBAN: SWIFT:  |