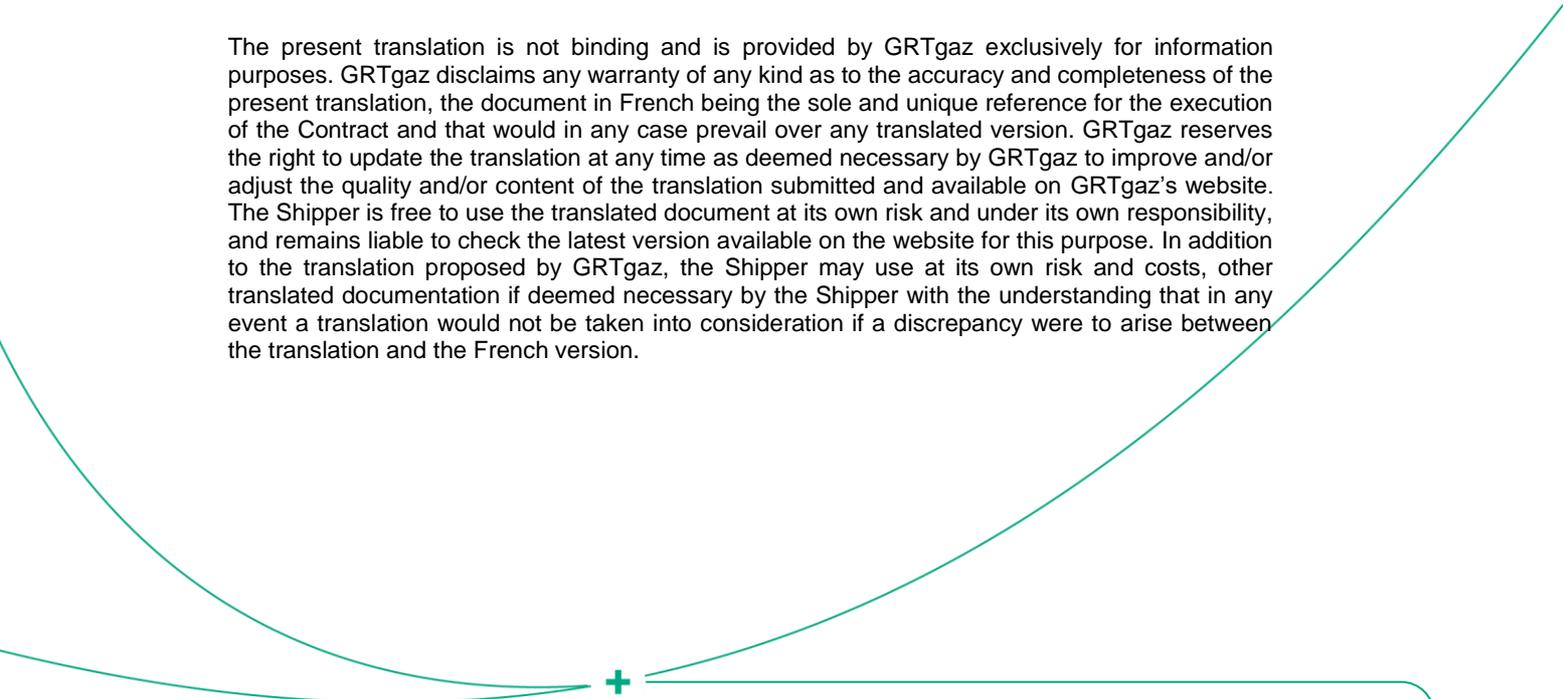




Connecter les énergies d'avenir

## Disclaimer

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A decorative graphic consisting of several teal curved lines that meet at a central plus sign (+) on the left side. A teal-bordered box with rounded corners extends to the right from this plus sign, containing the main title.

## GRTGAZ NETWORK TRANSMISSION CONTRACT



### APPENDIX A3 STANDARD EVIDENCE AGREEMENT



BETWEEN:

GRTgaz, a French limited company with capital of 620,424,930 euros, registered with the Company Registry of Nanterre under number 440 117 620, having its head office at **6, rue Raoul Nordling, 92277 Bois Colombes Cedex, France**, represented by M. Pierre COTIN Commercial Director in charge of the Offer Area, who declares and guarantees he has been duly authorised for the present purposes,

hereinafter referred to as “**GRTgaz**”,

AND

**X**, a limited company with capital of \*\*\*\*\* euros, registered with the Company Registry of Paris under number \*\*\*\*\* , having its head office at \*\*\*\*\* in \*\*\*\*\* , \*\*\*\*\* , represented by \*\*\*\*\* in his/her capacity as \*\*\*\*\* , who declares and guarantees he/she has been duly authorised for the present purposes,

Hereinafter referred to as the “**Contracting Party**”,

Hereinafter referred to jointly or separately as the “Party” or “Parties”



## Clause 1 Preamble

1. GRTgaz is the operator of a natural gas transmission system in France. The Contracting Party uses or wishes to use the services of GRTgaz. For this purpose, the Parties have concluded or plan to conclude one or more contracts in order to organise their relations.
2. Within the framework of the conclusion and performance of these contracts, the Parties are required to provide each other with a certain number of documents, which may include gas transmission contracts, their different amendments, and invoices.
3. Under Law No. 2000-230 of 13 March 2000, which recognises the legal value of electronic documents and signatures in order to facilitate business relations and in particular the transmission and signature of documents, the Parties have decided to implement a process to computerise the documents they exchange.
4. The document computerisation process planned by the Parties, using the Platform as defined in Clause 2 below, is based on the use of electronic signature tools that guarantee identification of the signatory, the integrity of the signed document, the link between the signatory and the document, and the signatory's agreement with the content of the document.
5. Having each familiarised themselves with the features, characteristics and conditions of use of the Platform, the Parties have therefore come together to enter into this Evidence Agreement.

## Clause 2 Definitions

In this Evidence Agreement, the terms and expressions identified by a capital letter, whether used in the singular or plural, have the meaning specified either when first used or as defined below:

1. **Agreement:** this contract entitled "Evidence Agreement".
2. **Certificate:** an electronic certificate that links the data used to verify that a signature matches a person, and confirms that person's identity. The Certificate is issued by an independent third party, the Service Provider, in its capacity as a provider of an electronic certification service as defined in Article 1-11 of Decree No. 2001-272 of 30 March 2001, or by any other provider of an electronic certification service as defined in Article 8.b of the Decree.
- 3) **Electronic Signature:** the piece of electronic data resulting from the use of a reliable identification process, using the Certificate that guarantees it matches other electronic data to which it is associated. The Electronic Signature used under the Agreement is, pursuant to Article 1-2 of Decree No. 2001-272 of 30 March 2001, (a) specific to the signatory; (b) created by means that the Holder can retain under its exclusive control; (c) and guarantees the existence of a link with the



document to which it is attached, such that any subsequent modification to the document is identifiable.

4. **Holder:** an individual representing a Party to whom a Certificate is issued and whose identity appears in the Certificate.
5. **Operating Company:** the company responsible for operating and maintaining the Platform.
6. **Platform:** the computer platform marketed by the Operating Company, created for the exclusive needs of the Parties, in particular for the purpose of making it possible to sign computerised (paperless) documents electronically by using a Certificate provided to the Signatory by the Service Provider or any other platform that may replace it in accordance with Clause 8. On the date of signature of this Agreement, the Platform can be accessed on the Internet at <https://etransmission.grtgaz.com>.
7. **Service Provider:** the company providing the service, in particular responsible for supplying Certificates to the Parties for the purpose of Electronic Signatures.
8. **Signatory:** the Party that has issued a Signed Electronic Document using the Electronic Signature of a Holder.
9. **Signed Electronic Document:** a document in electronic form in which the authenticity of origin, the integrity of content and the consent of the Signatory or Signatories are guaranteed by means of an Electronic Signature, transmitted to the other Party on the Platform, and which complies with the conditions set out in Clause 6 below.
10. **Virtual Space:** the private space allocated to each Party on the Platform (see Clause 10).

## Clause 3 Contractual Documents

1. The Agreement expresses the full agreement of the Parties with regards to its content on the date of signature.
2. The Agreement does not affect the stipulations existing between the Parties at the time of its signature, which may govern evidence between them, in particular Clause entitled "Amendment to the Contract" in Section A of the Contract and contractual data of the Contract, the stipulations of which continue to apply.
3. No change may be made to the Agreement unless an amendment is established on paper and hand-signed by the duly authorised representatives of the Parties.



## Clause 4 Object

Pursuant to Article 1316-2 of the French Civil Code, the purpose of the Agreement is to define the conditions under which the Parties recognise Signed Electronic Documents, pursuant to the terms of the Agreement, as original documents and accept them as evidence in the same way as paper documents.

## Clause 5 Effective Date – Period - Termination

1. The Agreement shall come into force on the date that it is signed by both Parties and remain in force for an indefinite period.
2. Each of the Parties may freely terminate the Agreement at any time by means of a registered letter with acknowledgement of receipt. The Agreement will then be terminated upon expiry of a period of three (3) months beginning on the date when the said registered letter is first presented to the notified Party.
3. In the event of a serious and repeated failure to meet the obligations arising from the Agreement, the Party adversely affected by this failure shall warn the other Party to meet its obligations within a period established by a decision that shall be notified to the other Party by registered letter with acknowledgement of receipt. Except in an emergency, this period of notice may not be less than thirty days from the date of the notice. If the failing Party has not met its obligations within the period specified in the notice, the other Party may terminate the Agreement.
4. Termination of the Agreement shall only take effect in the future, and shall not affect the evidential value of Signed Electronic Documents signed before the termination of the Agreement takes effect.

## Clause 6 Definition of the Electronic Documents and Signed Contract

1. The Parties agree that only an electronic document that meets the conditions set out in Clause 2 and in this Clause 6 constitutes a Signed Electronic Document.
2. An electronic document, regardless of the format thereof, may not constitute a Signed Electronic Document unless it meets the following two conditions:
  - The electronic document is signed by at least one of the Parties by means of the Electronic Signature of at least one Holder representing the said Party;and



- The electronic document is signed electronically by means of the Platform features and made accessible by one Party to the other Party on the Platform.

3. The Parties agree that an electronic document that fulfils the provisions of Clause 6.2 shall only constitute a legally binding contract if it meets the following condition: (either of the following):

- As a matter of principle, the electronic document is a contract if it bears the electronic signature of each Holder representing each Party;
- By way of exception, the electronic document is a contract if it bears the electronic signature of two Holders representing the Contracting Party and one Holder representing GRTgaz.

4. The Parties agree, in application of the provisions of Article 289 V of the French General Tax Code, to transmit invoices electronically by means of an electronic signature. Invoices thereby transmitted have the same status as original invoices.

An email notification of the electronic invoice is sent by GRTgaz to the Contracting Party so as to inform it that GRTgaz has placed a new electronic invoice on the Platform. The Contracting Party undertakes to have at least one representative of the Contracting Party acknowledge receipt of the electronic invoice by using the confirmation link in the email notification.

GRTgaz informs the Contracting Party of the electronic invoice being available by using the following email addresses: ..... In case of changes to the email addresses above, the Contracting Party undertakes to inform GRTgaz as soon as possible.

## Clause 7 Evidential value of the Signed Electronic Document

1. The Parties expressly agree that the Signed Electronic Document:

- shall constitute the original of the document;
- shall be established and stored on the Platform under conditions that guarantee its integrity;
- shall be entirely valid between them. The Parties undertake not to dispute the admissibility, legal effect or evidential value of the elements of the Signed Electronic Document on the grounds of their electronic nature;
- shall constitute documentary evidence within the meaning of Article 1316 of the French Civil Code and have the same evidential value as a paper document pursuant to Article 1316-3 of the Civil Code, and has equal legal force. Therefore, the Signed Electronic Document shall constitute evidence of the content of the Signed Electronic Document, of the identity of the Signatory and of the latter's consent to the obligations and consequences in fact and in law arising from the Signed Electronic Document.

2. It is hereby noted that a Signed Electronic Document may not confer more rights or obligations on the Parties than if it had been established, signed and stored on paper.



3. The Agreement shall not alter the general and specific rules of validity, performance and purpose of the contracts and shall not affect compliance therewith.
4. Holders whose Electronic Signature has been used to sign the Signed Electronic Document are deemed to be duly authorised to sign by the Contracting Party to which they belong and to enter into binding legal agreements on behalf of the said Contracting Party. This being the case, each Party is responsible for ensuring that the Holder has the required powers for this purpose. A failure by one Party to manage these powers may not be invoked against the other Party to contest the legal value of the Signed Electronic Document.
5. Each Party is responsible, when it deems necessary, for revoking a Certificate by means of the procedures described by the Service Provider that issued the Certificate. A failure by one Party to revoke a Certificate quickly may not be invoked against the other Party to contest the legal value of the Signed Electronic Document.
6. The Parties acknowledge and expressly agree that the electronic transmission of the Signed Electronic Document by means of the Platform constitutes evidence between the Parties of the existence, origin, transmission, integrity and time date of the Signed Electronic Document signed by one of the Parties and receipt of the Signed Electronic Document signed by the other Party, it being hereby noted that the sending and receiving thereof are deemed to occur simultaneously.
7. The Parties expressly acknowledge that the Operating Company and the Service Provider are third party companies selected by GRTgaz for their expertise, independence and integrity, and that none of the Parties is controlled by or controls the said companies, even indirectly.

## Clause 8 Upgrades

### 1. Upgrades and changes to the Platform

A. The Parties acknowledge and agree that the Operating Company shall be entitled to upgrade the technical characteristics and conditions of use of the Platform, in particular for the purpose of keeping them up-to-date, provided that they do not alter or risk altering the level of security applicable to the establishment of the Signed Electronic Documents, the accurate and lasting storage thereof, and access to them by the Parties. The Parties shall be informed of such upgrades in advance.

B. Since GRTgaz alone has signed a contract with the Operating Company for the purposes of implementing the Agreement, and since GRTgaz alone bears the costs referred to in Clause 12.1, the Contracting Party acknowledges and agrees that GRTgaz may, if necessary to the proper performance of this Agreement, engage the services of another service provider at its own expense and migrate the Signed Electronic Documents to a new Platform. In these circumstances, GRTgaz undertakes:



- to notify and inform the Contracting Party, with a notice period of three months, of the technical and functional characteristics of the new Platform;
- to select a new Platform with characteristics that are at least equal to those of the Platform in order to guarantee at least equivalent quality of service, performance and availability in the authentication of the Holder, as well as the integrity of the Signed Electronic Documents;
- to migrate the Signed Electronic Documents to the new Platform at its own expense, and to take the measures required to ensure that the said documents are not altered or lost due to the migration.

C. The Parties agree that a Platform upgrade, under the conditions stipulated in this Clause, and the migration of the Signed Electronic Documents from the Platform to a new Platform, under the conditions stipulated in this Clause, may in no way undermine the evidential value, as stipulated in Clause 7, of the previously established Signed Electronic Documents.

D. The Parties agree that all the provisions of the Agreement shall apply to Signed Electronic Documents produced by means of an upgrade to the Platform, as specified in Clause 8.1.b), or on a new Platform as specified in this Clause, without the need for an amendment to the Agreement.

## 2. Upgrades to Certificates

The Parties acknowledge and agree that the Service Provider shall be entitled to upgrade the procedures for issuing and revoking Certificates, in particular to guarantee and improve their operation and security. The Parties shall be informed of such upgrades by the Service Provider in advance. The Parties agree that such upgrades are not of a nature to cast doubt on the evidential value, as specified in Clause 7, of the Signed Electronic Documents.

## Clause 9 Storage of the Signed Electronic Document

1. Every Signed Electronic Document shall be kept for a period of six (6) years on the Platform at GRTgaz's expense, without an undertaking by GRTgaz to bear the costs of storage beyond that term.
2. The Parties have a right of access to the Signed Electronic Documents and to any other document relating to them, as long as these documents are stored on the Platform.
3. At any time during the period of six years specified in Clause 9.1, each of the Parties may make a copy of the Signed Electronic Documents from the Platform.
4. At any time, GRTgaz will be free to stop paying for the storage of the Signed Electronic Documents on the Platform. In this event, and unless otherwise agreed by the Parties, GRTgaz shall notify the Contracting Party with a notice period of three months, specifying the cut-off date on which the Signed Electronic Documents will no longer be accessible on the Platform. After this



cut-off date the Signed Electronic Documents will be deleted by the Operating Company. Prior to this deletion, it will be the responsibility of each of the Parties, at its own expense, to retrieve a copy of the Signed Electronic Documents that it wishes to retain. In this case, the Signed Electronic Documents stored off the Platform by a Party will not be covered by the Agreement.

## Clause 10 Use of the Platform

1. The Parties undertake to use the Platform exclusively for the purpose of the Agreement and in strict compliance with the present provisions and all rules of use of the Platform established by the Operating Company.

2. In this regard, the Parties are responsible for their information system in terms of its capacity to process the electronic transmissions sent and received under the Agreement. If one of the Parties should find itself in any way unable to use the Electronic Signature, it shall inform the other Party thereof as soon as possible.

3. The Parties shall refrain from:

A. accessing or attempting to access Virtual Spaces to which they have not been granted access or that do not concern them;

B. deleting or attempting to delete any file, including but not limited to Signed Electronic Documents and Electronic Signatures, which are stored in the Virtual Space to which they are granted access. If a Signed Electronic Document is the subject of an Electronic Signature by the Contracting Party, it cannot be deleted by GRTgaz.

## Clause 11 Computer data on the Platform and date of a document

1. All computer data generated by the Parties through their use of the Platform, saved by the Platform Operator, shall be deemed authentic between the parties. This applies in particular to the date on which a Signed Electronic Document is put online on the Platform.

2. The Parties acknowledge the fact that the electronic signing process for a Signed Electronic Document necessarily requires an asynchronous mode of operation, which means that one of the Parties signs before the other Party. Therefore, the Parties expressly agree that the first signature of a Signed Electronic Document that requires the signature of the two Parties does not constitute an offer or a unilateral expression of intent by the first Party that placed its Electronic Signature on the Signed Electronic Document.



3. When a Signed Electronic Document must include a signature date, the Parties agree that this date will be the date specified in the said Signed Electronic Document signed by the Signatory or Signatories. If no date is specified on the said Signed Electronic Document, the Parties agree that the signature date will be the date on which the Signed Electronic Document is placed online by its last Signatory, as evidenced by the date recorded in the electronic data on the Platform.

## Clause 12 Financial conditions

### 1. Costs borne by GRTgaz

A. GRTgaz shall bear the cost of paying the relevant service providers the following costs, and no other costs:

- the costs for the Contracting Party to obtain three Certificates, valid for three years, from the Service Provider. The costs associated with renewing Certificates after their expiry date or with acquiring any additional Certificate, including after the revocation of one of the first three Certificates, shall not be borne by GRTgaz (at 1 September 2009, the approximate cost of renewing a Certificate is €200 [two hundred euros], including VAT);
- the price owed to the Operating Company for the use of the Platform by the Parties.

B. In the event that the Contracting Party terminates the Agreement for a reason other than a failure by GRTgaz before the expiry of a three year period beginning on the date that the Agreement comes into force, the Contracting Party undertakes to compensate GRTgaz for the costs incurred by paying a one-off sum of five thousand euros, excluding VAT.

### 2. Additional costs

A. Additional Costs are all costs that are not included in the costs referred to in Clause 12.1.

B. GRTgaz will only bear Additional Costs relating to services that it specifically requested and that it undertook to bear by virtue of this Agreement.

C. The Contracting Party alone shall bear all Additional Costs associated with services that it specifically requested and, in particular but not limited to:

- the costs associated with obtaining Certificates in addition to those listed in 12.1.a);
- the costs associated with the transfer of Signed Electronic Documents to a third party Platform, when this transfer is carried out at the request of the Contracting Party.

3. Each of the Parties shall bear the costs associated with acquiring the hardware, software and network resources required for the use of the Platform.



## Clause 13 Liability and limitation of liability

1. Each of the Parties remains entirely and exclusively liable for any consequences that may arise from a failure to meet its contractual obligations or, more generally, from incorrect use of the Platform or the Electronic Signature.
2. GRTgaz guarantees that the Platform offers guarantees of reliability and performance consistent with the state of the art and with legislation.
3. The Parties are aware that the Platform is a solution that can be accessed via the Internet and is provided by a person not party to the Agreement. The Parties acknowledge that neither of them possesses the resources needed to prevent any loss of data or performance, any difficulty or impossibility of access and, more generally, any anomaly or malfunction preventing normal use of the Platform. Therefore, each Party expressly waives any recourse for damages against the other Party in the event of the failure or unavailability of the Platform, including in the event of a loss of data resulting from the failure or unavailability of the Platform, provided that the said failure or unavailability is not the result of a failure or fault by that other Party. Likewise, each Party waives all recourse against the other Party in the event that the Operating Company should decide or should be forced to stop operating the Platform.
4. The Parties undertake to notify each other as quickly as possible of any anomaly, malfunction or incident occurring in the use of the Platform.

## Clause 14 Confidentiality

The Parties shall apply the procedures necessary to guarantee the confidentiality of their electronic communications.

## Clause 15 Applicable law – Jurisdiction

1. The Agreement is subject to French law.
2. The commercial Court of Nanterre shall have sole jurisdiction to rule on any dispute between the Parties, in particular regarding the formulation, execution, interpretation, termination or expiry of this agreement, including precautionary procedures, emergency procedures, in the vent of a summons, introduction of third parties, interlocutory applications, or multiple defendants.

Signed in Bois-Colombes on \*\*\*\*\* in duplicate.



For GRTgaz

For the Contracting Party

M. Pierre COTIN

By: \*\*\*\*\*

Commercial Director  
in charge of the Offer Area

Acting as: \*\*\*\*\*