

CONTRACT REGARDING GENERAL TERMS AND CONDITIONS REGARDING DELIVERY AND ACCEPTANCE OF ELECTRICITY

Group Trans Energy OOD located at 19 B Patriarch Evtimii Blvd., floor 4, office 4A, Sofia, Bulgaria and **Unit Energy Trade S.R.L.** located at Sector 1, Piata Montreal, No. 10, Entrance F, Burou No. 1.10, Campus No. 17, World Trade Center, Etaj 1 Bucharest, Romania have decided to conclude this Contract Regarding General Terms and Conditions for Delivery and Acceptance of Electricity (the "Contract") on 16th of May 2016 in order to determine the general terms and conditions regarding sale and purchase of electrical power through the individual contracts (Individual Contract) to be concluded by and between the Parties either in written form or by e-mail or fax. This Contract shall be supplemented to each Individual Contract and shall form a constituent part of each Individual Contract.

Capitalized terms will be materialized in the Individual Contracts.

1 Delivery and Acceptance: The Seller shall Schedule, sell and deliver, or cause to be delivered, and the Buyer shall Schedule, purchase and accept, or cause to be accepted, the Contract Quantity at the Delivery Point; and the Buyer shall pay to the Seller the relevant Contract Price.

2 Definition of Schedule: "Schedule" shall mean, as applicable, those actions necessary for a Party to effect its respective delivery or acceptance obligations, which may include nominating, scheduling, notifying, requesting and confirming with the other Party, their respective designated agents and authorised representatives, and the network operator in accordance with all applicable rules of the network operator and other customary industry practices and procedures.

3 Payment: The Buyer shall effect the transfer of payment of the Contract Price for the respective partial supply on the Due Date to the Account of the Seller specified above. In accordance with the Payment Service Directive (EU Directive 2007/64/EG), meaning that each Party to this Contract Confirmation shall pay its incurring charges arising because of or in connection with such transfer of payment.

On or before the later to occur of (a) the 20th (twentieth) day of the calendar month (if not a business day the immediately following business day) following the delivery month or (b) the 5th (fifth) business day following the receipt of an invoice, a Party owing an invoiced amount shall pay, by wire transfer in freely available funds, the amount set forth on such invoice to the payment address or bank account provided by the other Party on the invoice. The Buyer will provide a Bank Guarantee valid until the end of business day of 31st of March 2015 in favor of the Seller as a guarantee of its obligations arising from the Contract.

If the payment is not made in due time or is only made in part then interest at the rate of 3 percentage points per annum above the respective 1-month Euribor in accordance with Reuters Screen "Euribor 001" at 11.00 a.m. on the Due Date. Central Europe Time shall be levied on the overdue sum. The right to enforce a further compensation for late payment is reserved.

4 Suspension of Delivery: Should a party (the "defaulting party") default on any payment that is due under a transaction, the non-defaulting party shall be entitled, no earlier than three (3) Banking Days after sending a written notice to the defaulting party to immediately cease further deliveries of electric energy and be released (and not merely suspended) from its underlying delivery obligations under such transaction until such time as the non-defaulting party, has received either the required Letter of Credit or full payment (including all applicable default interest and expenses) of all outstanding amounts owed under such transaction to the non-defaulting party.



Rights of the non-defaulting party set forth under this clause 4 shall be in addition to the other rights of the non-defaulting party under other clauses of this Contract and law.

5 Transfer of Rights of Title: Delivery shall be effected by making available the Contract Quantity at the agreed Capacity at the Delivery Point. Delivery and receipt of the Contract Quantity, and the transfer from Seller to Buyer of all rights to title free and clear of any adverse claims thereto, shall take place at the Delivery Point.

6 Measurement of Electricity Deliveries and Receipts: Each Party is responsible for ensuring that electricity deliveries and receipts are measured or verified by means that can be reasonably evidenced in accordance with the network operator's procedures governing the relevant Delivery Point.

7 Seller and Buyer Risks: Seller shall bear all risks associated with, and shall be responsible for any costs or charges imposed on or associated with Scheduling, transmission and delivery of the Contract Quantity up to the Delivery Point. Buyer shall bear all risks associated with, and shall be responsible for any costs or charges imposed on or associated with Scheduling, acceptance and transmission of, the Contract Quantity at and from the Delivery Point.

8 Wheeling Charges: The Wheeling Charges arising within the fulfillment of this Contract shall be paid by the Seller up to the Delivery Point and by the Buyer from the Delivery Point. Wheeling charges embrace all payments and costs, which are enforced by the network system operator for the use of the network areas of the transmission and distribution networks, the necessary interposed transforming operations, the system services and all other measures in connection with wheeling.

9 VAT: All amounts referred to in this Contract Confirmation are exclusive of any applicable value added tax ("VAT").

10 Definition of Force Majeure: "Force Majeure" means an occurrence beyond the reasonable control of the Party claiming Force Majeure (the "**Claiming Party**") which it could not reasonably have avoided or overcome and which makes it impossible for the Claiming Party to perform its delivery or acceptance obligations.

11 Release From Delivery and Acceptance Obligations: If a Party is fully or partly prevented due to Force Majeure from performing its obligations of delivery or acceptance and such Party complies with the requirements set out in clause 12, it shall be released (and not merely suspended) from those obligations for the period of time and to the extent that such Force Majeure prevents its performance.

12 Notification and Mitigation of Force Majeure: The Claiming Party shall as soon as practical after learning of the Force Majeure notify the other Party of the commencement of the Force Majeure and, to the extent then available, provide to it a non-binding estimate of the extent and expected duration of its inability to perform. The Claiming Party shall use all commercially reasonable efforts to mitigate the effects of the Force Majeure and shall, during the continuation of the Force Majeure, provide the other Party with reasonable updates, when and if available, of the extent and expected duration of its inability to perform.

13 Effects of Force Majeure on Other Party: (1) In the event, and to the extent, a Seller's delivery obligations are released by Force Majeure, the Buyer's corresponding acceptance and payment obligations shall also be released. In the event and to the extent a Buyer's acceptance obligations are released by Force Majeure, Seller's corresponding delivery obligations shall also be released. For the avoidance of doubt, this clause 13 shall apply only if the Party, which is not the Claiming Party is not responsible for the occurrence of the Force Majeure.

(2) When a Party is released from its obligations due to Force Majeure for more than 5 consecutive days within the period of the Contract, either Party may terminate the Contract without having to pay any Termination Amount.



14 Failure to Deliver: (1) To the extent that the Seller fails to deliver the Contract Quantity in whole or in part in and such failure is not excused by an event of Force Majeure or the other Party's non-performance, the Seller shall pay the Buyer as compensation for damages an amount for such quantity of undelivered electricity equal to the product of the amount, if positive, by which the price, at which the Buyer acting in a commercially reasonable manner does or would be able to purchase or otherwise acquire in the market the quantity of undelivered electricity exceeds the Contract Price and the quantity of undelivered electricity.

(2) Such amount resulting according to this clause 14 (1) shall be increased by any incremental transmission costs and other reasonable and verifiable costs and expenses incurred by the Buyer as a result of the Seller's failure to deliver.

(3) Rights of the Buyer set forth under this clause 14 shall be in addition to the other rights of the Buyer under other clauses of this Contract and law.

15 Failure to Accept: (1) To the extent that the Buyer fails in whole or in part to accept the Contract Quantity and such failure is not excused by an event of Force Majeure or the other Party's non-performance, the Buyer shall pay the Seller as compensation for damages an amount for the quantity of non-accepted electricity equal to the product of the amount, if positive, by which the Contract Price exceeds the price at which the Seller is or would be able to sell the quantity of non-accepted electricity in the market acting in a commercially reasonable manner and the quantity of the non-accepted electricity.

(2) Such amount resulting according to this clause 15 (1) shall be increased by any incremental transmission costs and other reasonable and verifiable costs and expenses incurred by the Seller as a result of the Buyer's failure to accept.

(3) Rights of the Seller set forth under this clause 15 shall be in addition to the other rights of the Seller under other clauses of this Contract and law.

16 Further Liability: (1) Subject to the remaining provisions of this clause 16 (2) and 16 (3), neither Party is liable to the other Party for any loss, cost, expense or damages.

(2) In case of a violation of fundamental contractual obligations based on a degree of fault other than intent and gross negligence, the liability of either Party under or in connection with this Contract shall not be excluded but be limited to the direct damages of the other Party.

(3) Nothing in these Terms and Conditions of Electricity Trading operates to exclude or limit a Party's liability for:

- (a) intentional default or fraud; or
- (b) gross negligence; or
- (c) personal injury or death; or
- (d) any amounts payable under clauses 14, 15 and 19.

17 Termination: This Contract can be terminated upon notice by either Party (Terminating Party) at any time if a failure of delivery (clause 1 and 2), acceptance (clause 1 and 2), or payment (clause 3) under this Contract has occurred and is continuing with respect to the other Party and is not cured within three days of the receipt by the other Party of a written demand. The Termination Amount shall be calculated as provided for in clause 19.

18 Termination due to Bankruptcy Event: (1) If a Party has gone into liquidation or entered into administration, administrative receivership, receivership or has become subject to any analogous insolvency proceedings in any jurisdiction affecting creditors' rights including, without limitation, then this Contract shall automatically terminate (without any notice requirement) at a point in time immediately preceding the time of the formal

commencement of such insolvency proceedings and the other Party shall be deemed to be the Terminating Party. The Terminating Party shall calculate the Termination Amount in accordance with clause 19.

(2) If in respect of any Bankruptcy Event a petition has been filed against a Party then this Contract can be terminated by notice to that Party provided that the petition is not withdrawn or dismissed within a grace period of 3 (three) Business Days of being filed. If the petition has been filed by a Party against itself, no such grace period shall apply. In any case the Terminating Party shall calculate the Termination Amount according to clause 19.

(3) Clause 18 (1) and clause 18 (2) shall not apply to either Party as long as one of the Parties has its seat or principle place of business in a jurisdiction in which mandatory law does not allow to terminate this contract for the sole reason that a Bankruptcy Event has occurred in respect of a Party.

19 Due date and Termination Amount: (1) The Termination Amount becomes due upon the receipt of a notice of Termination according to clause 17 and/or clause 18 (2) by the other party and/or at the time of the automatic Termination due to Bankruptcy Event according to clause 18 (1).

(2) The Terminating Party shall calculate based on the definitions according to this clause 19 (3), in a commercially reasonable manner and as soon as reasonably practicable, the Termination Amount (whether positive or negative) which shall be the Gains less the aggregate of the Losses and Costs which the Terminating Party incurs as a result of the Termination or Termination due to Bankruptcy Event of this Contract. The Terminating Party shall convert, as necessary, the Termination Amount or any Costs, Gains or Losses, in good faith and in a commercially reasonable manner, from the original currency into EURO.

(3) For the purpose of this provision according to this clause 19 (2):

(a) "**Costs**" means brokerage fees, commissions and other third party costs and expenses reasonably incurred by the Terminating Party either in terminating any arrangement pursuant to which it has hedged its obligation or entering into new arrangements which replace this Contract and all reasonable legal fees, costs and expenses incurred by the Terminating Party in connection with the Termination or Termination due to Bankruptcy Event of this Contract;

(b) "**Gains**" means an amount equal to the present value of the economic benefit to the Terminating Party, if any (exclusive of Costs), resulting from the Termination or Termination due to Bankruptcy Event of this Contract, determined in a commercially reasonable manner; and

(c) "**Losses**" means an amount equal to the present value of the economic loss to the Terminating Party, if any (exclusive of Costs), resulting from the Termination or Termination due to Bankruptcy Event of this Contract, determined in a commercially reasonable manner.

(4) In calculating the Termination Amount according to this clause 19 (2), the Terminating Party may, but is not obliged to, calculate its Gains and Losses also hypothetically without entering into any replacement transactions.

(5) The Termination Amount shall be payable to the non-defaulting Party by the defaulting Party.

(6) Rights of the non-defaulting Party set forth under this clause 19 shall be in addition to the other rights of the non-defaulting party under other paragraphs of this Contract and law.

20 Netting / Set-off: Left blank intentionally.



21 Recording: Each of the Contracting Parties shall be entitled to keep emails related to this Contract and to use them as legal evidence if necessary.

22 Confidentiality: The Contracting Parties shall treat the contents of this Contract and the information obtained in connection with its conclusion as confidential.

23 Severability: Should individual provisions of this Contract be or become invalid, this shall not affect the validity of the remaining provisions of this Contract. The parties undertake to replace the invalid provision by a valid one, which comes as close as possible to the economic intent of the invalid provision.

24 Governing Law and Jurisdiction: This Contract is subject to the substantive law of Switzerland, and application of the "United Nations Convention of 11 April 1980 on Contracts for the International Sales of Goods" is excluded. Both Parties endeavour to settle amicably any dispute or difference arising out of or connected with this Contract. It is explicitly agreed between the Parties herein that any remaining dispute shall be finally settled by one arbitrator in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The venue of Arbitration shall be Zurich, Switzerland. The language of the Proceeding shall be English.

25 Notices: All notices in connection with this Contract may be given during the recipient's normal business hours by hand delivery (effective upon delivery), certified or registered mail (airmail if overseas) or the equivalent (effective upon the date of delivery or attempted delivery according to return receipt), email (effective upon receipt), or electronic messaging system (effective upon receipt) to the address specified in this Clause below (or as may be subsequently designated by effective notice). If one Party gives notice to the other because of the other's non-performance (including the notice of termination) or because such non-performance is reasonably anticipated by the first party and notice is properly dispatched or given, a delay or inaccuracy in the transmission of the notice or its failure to arrive does not prevent it from having effect. Such notice shall have effect from the time at which it would have arrived in normal circumstances.

This Contract has been produced in English and two original copies.

Group Trans Energy OOD

A blue ink signature is written over a circular blue stamp. The stamp contains the text "ГРУП ТРАНС ЕНЕРДЖИ ООД" in a circle, with "ООД" in the center and "GROUP TRANS ENERGY" at the bottom.

Unit Energy Trade S.R.L.

A blue ink signature is written over a circular blue stamp. The stamp contains the text "SOCIETATEA COMERCIALA" in a circle, with "UNIT ENERGY" in the center and "TRADE S.R.L." at the bottom.