

# Document of accession to the Framework Agreements access and use of the SL-ATR system

Non binding unofficial translation

Subject: <SUBJECT>

Code: <COD\_SIFCO>\_DOC\_ADH\_CM\_SLATR\_XX



In Madrid, <day> <month> <year>

### **BY AND BETWEEN**

Party of the first part,

ENAGÁS GTS, S.A.U. (hereinafter referred to as ENAGÁS GTS), with registered office at Paseo de los Olmos nº 19, 28005 Madrid and holder of Corporate Tax Code A-86484292, filed with the Mercantile Registry of Madrid in Volume 30118, Folio 1, Sheet M-542142, represented in this act by <REPRESENTATIVE> by virtue of the power of attorney executed before the Notary Public of <CITY>, <NOTARY>, under his/her record number <no.> of <DD> <MM> <YYYY>.

And party of the second part,

<SUBJECT OF THE GAS SYSTEM> (hereinafter, SUBJECT), with registered office at <ADDRESS> and holder of Corporate Tax Code <CTC>, filed with the Mercantile Registry of <MERCANTILE REGISTRY>, represented in this act by <REPRESENTATIVE>, in his/her capacity as attorney-in-fact by virtue of the power of attorney executed before the Notary Public of <CITY> <NOTARY>, under his/her record number <no.> of <DD> <MM> <YYYY>.

For the purposes of this Agreement, ENAGÁS GTS and the SUBJECT shall be jointly referred to as the "Parties" and individually and indiscriminately as the "Party" or by their own name.

Both Parties recognize the other's sufficient legal capacity to execute this Document of Accession and the appearing parties state that their powers remain in force and are sufficient to oblige their clients, and hereby issue the following,

## RECITALS

- 1. Whereas ENAGÁS GTS, in its status as the Technical Manager of the Gas System, has developed:
  - a. the information system SL-ATR Third-party access Logistics System - in accordance with the Detailed Protocol PD-04 "Communication Mechanisms".



b. the MS-ATR platform, which forms part of the SL-ATR, makes it possible for exchanges of gas between agents of the Spanish Gas System.

Hereinafter, the term "SL-ATR" must be understood as including both the SL-ATR information system as well as the MS-ATR platform.

- 2. Whereas SUBJECT, as Agent of the Gas System, is interested in having access and being a user in the SL-ATR system.
- 3. Whereas by virtue of the foregoing, both parties have decided to sign this Document of Accession to the Agreement for access and use of the SL-ATR system, in accordance with the following

## CLAUSES

#### 1. Purpose

The purpose of this document is to allow the SUBJECT to access the Framework Agreement for access and use of the SL-ATR system, and the acceptance of this by ENAGÁS GTS.

## 2. Accession to the Agreement and acceptance

The SUBJECT declares that it is aware of and freely, unconditionally and irrevocably accepts the terms and conditions established in the Agreement for access and use of the SL-ATR, and that it undertakes to comply with these unreservedly and unconditionally and with no restrictions.

By signing this document, ENAGÁS GTS expressly accepts the accession of SUBJECT to the foregoing Agreement.



# 3. Communications

All communications between the Parties in relation to this Document of Accession to the Framework Contract for access and use of the SL-ATR system shall be made in writing and shall be deemed duly issued if it can be proved they were sent in person or by post, fax, registered fax or email to the following addresses:

# ENAGÁS GTS, S.A.U.

Paseo de los Olmos 19 28005 Madrid - España For the attention of <CONTACT PERSON> e-mail address: GTS.ATENCIONALCLIENTE@enagas.es

# <SUJETO>

<ADRESS> <POSTCODE> - <CITY> For the attention of <CONTACT PERSON > e-mail address: < CONTACT PERSON E-MAIL>

Any change to the above details shall be notified to the other Party in writing and immediately, in the manner set out herein.

In witness whereof, the Parties sign this agreement on two counterparts in the place and on the date ut supra.

ENAGAS GTS, S.A.U.

< SUBJECT OF THE GAS SYSTEM>