

Contract for participation in the System of Guarantees of Origin of gas from renewable sources

General Terms and Conditions

Subject: < **SUBJECT:** **name or company name** >

Code: <**SUBJECT.CODE:** **subject code**>

Enagás GTS SAU: Signature with digital certificate

< SUBJECT: name or company name >:

Power of Attorney 1 Name: Signature:

<Name and surname(s)>

National ID Card/Tax ID/Passport:

<Spanish National ID Number>

Power of Attorney 2 Name: Signature:

<Name and surname(s)>

National ID Card/Tax ID/Passport:

<Spanish National ID Number>

Power of Attorney 3 Name: Signature:

<Name and surname(s)>

National ID Card/Tax ID/Passport:

<Spanish National ID Number>

Power of Attorney 4 Name: Signature:

<Name and surname(s)>

National ID Card/Tax ID/Passport:

<Spanish National ID Number>

Power of Attorney 5 Name: Signature:

<Name and surname(s)>

National ID Card/Tax ID/Passport:

<Spanish National ID Number>

In Madrid, on <DAY complete with date of contract generation> of <MONTH complete with date of contract generation> of <YEAR complete with date of contract generation>

PARTIES TO THE CONTRACT

Party of the first part, **ENAGÁS GTS, S.A.U.**, Technical Manager of the Gas System and Entity Responsible for the System of Guarantees of Origin of gas from renewable sources (hereinafter, “**GTS**”), with registered office at Paseo de los Olmos nº 19, 28005 Madrid, and holder of tax identification number A-86484292, registered in the Companies Registry of Madrid, in volume 30118, folio 1, section 8, sheet M-542142, represented in this act by <REPRESENTATIVE>, by virtue of a power of attorney granted before the Notary Public of <NOTARY’S CITY> <NOTARY’S NAME>, dated <DAY> of <MONTH> of <YEAR>, under his record number <RECORD No.>.

And party of the second part, <SUBJECT: name or company name>, holder in the System of Guarantees of Origin of gas from renewable sources, with registered office at <registered office> and holder of VAT number <VAT>, registered at < Registered at: (corresponding to the “Companies Registry of the Province, in volume x, folio y, sheet z” if it is a company) >, represented in this act by Mr/Ms <request info through form>, as evidenced by a deed executed before the Notary Public of <request info through form>, Mr/Ms <request info through form>, on <request info through form> of <request info through form> of <request info through form> under his/her record number <request info through form>.¹

GTS and < SUBJECT: name or company name > are hereinafter jointly referred to as “the Parties”.

RECITALS

Article 19 of Royal Decree 376/2022 of 17 May, regulating the criteria for sustainability and reduction of greenhouse gas emissions from biofuels, bioliquids and biomass fuels, as well as the system of guarantees of origin of renewable gases, establishes the creation of a System of Guarantees of Origin of gas from renewable sources (hereinafter, “the **GoO System**”), designating the Ministry for the Ecological Transition and the Demographic Challenge as the entity responsible for its development and management. Likewise, the foregoing precept sets

¹ In the event that SUBJECT takes the form of a Joint Venture, the paragraph must be adapted according to its characteristics.

out that Management Procedure will be approved by the Minister for the Ecological Transition and the Demographic Challenge,

In accordance with the second additional provision of foregoing Royal Decree 376/2022, the Technical Manager of the System is designated as the Entity Responsible for the GoO System, until the Ministry for the Ecological Transition and the Demographic Challenge has the human and material resources to carry out these duties. However, the provision adds that this designation will imply the assumption of all the actions and functions established for this Entity in Article 19 of the aforementioned Royal Decree.

Order TED/1026/2022, of 28 October, approves the GoO System Management Procedure (hereinafter “the **Procedure**”). According to the same, in order to become a holder in the GoO system, the signature of a participation contract in the GoO system will be a prerequisite. The contract will be signed through the Signes3 electronic signature platform used by the Technical Manager of the System.

In consideration of the foregoing statements, the Parties - mutually recognising the necessary capacity - agree to grant and sign this contract, bringing it into effect under the terms and conditions set out in the following:

CLAUSES

1. PURPOSE

The purpose of this document is to set out the terms and conditions applicable to the participation of < **SUBJECT: name or company name** > in the System of Guarantees of Origin of gas from renewable sources, its adherence to the Procedure and its acceptance by the GTS, and the designation of primary users by < **SUBJECT: name or company name** >.

2. ACCEPTANCE OF AND ADHERENCE TO THE MANAGEMENT PROCEDURE FOR THE SYSTEM OF GUARANTEES OF ORIGIN OF GAS FROM RENEWABLE SOURCES

< **SUBJECT: name or company name** > declares that it is aware of and freely, irrevocably and unconditionally accepts the terms and conditions established in the Management Procedure for the System of Guarantees of Origin of gas from renewable sources, approved by Order TED/1026/2022, of 28 October, and undertakes to comply with them without reservations, restrictions or conditions.

In particular, and without prejudice to any other obligations that may correspond to it in accordance with applicable regulations, < **SUBJECT: name or company name** > expressly declares that it is aware of and undertakes to comply with the obligations established in the Procedure with regard to the truthfulness, accuracy and updating of the information provided, and to facilitate the audit work, including, where appropriate, the physical inspection of the facilities, the keeping of operating records, and compliance with the deadlines established in the Procedure.

The Technical Manager of the System may not establish additional conditions to the participation of < **SUBJECT: name or company name** > in the GoO System, or require the inclusion of additional clauses that are not included in the Procedure.

Likewise, < **SUBJECT: name or company name** > declares its willingness to submit to all the provisions of prevailing legislation governing participation in the System of Guarantees of origin, as well as to any future modifications that may be made to the Procedure.

By signing this document, the Technical Manager of the System expressly accepts the adherence of < **SUBJECT: name or company name** > to the Management Procedure of the System of Guarantees of Origin of gas from renewable sources.

In the event of any discrepancy between the provisions of the contract and current legislation, the latter will prevail.

3. MANAGEMENT PLATFORM FOR THE SYSTEM OF GUARANTEES OF ORIGIN

Participation in the System of Guarantees of Origin will be carried out through the telematic platform referred to in the Management Procedure, approved by Order TED/1026/2022, of 28 October, identified therein as the Guarantees of Origin Platform (hereinafter, “GoO Platform”).

< **SUBJECT: name or company name** > must have the necessary technological elements for access and operation on the GoO Platform. The equipment and technologies used by < **SUBJECT: name or company name** > must safeguard the security and integrity of the data relating to the use of the GoO Platform.

GTS reserves the right to modify the information systems technology requirements necessary for the use of the GoO Platform. GTS will inform < **SUBJECT: name or company name** > at least 30 days prior to the implementation of the modifications. GTS may carry out urgent modifications without prior notification, in which case it will inform < **SUBJECT: name or company name** > in writing as soon as possible after the modification has been implemented.

GTS will provide 20 days’ notice of any planned downtime affecting the GoO Platform. < **SUBJECT: name or company name** > must be informed as soon as possible of any other downtime that makes the transaction impossible through the GoO Platform.

GTS may restrict < **SUBJECT: name or company name** > from using the GoO Platform if they have misused the system, or if < **SUBJECT: name or company name** > have breached their contractual obligations.

4. EXPORT AND IMPORT OF GUARANTEES OF ORIGIN THROUGH THE ‘AIB COMMUNICATION HUB’

GTS will provide < **SUBJECT: name or company name** > with the service of international transfer (import and export) of guarantees of origin through the ‘AIB COMMUNICATION HUB’, a commercial website operated on behalf of the ‘Association of Issuing Bodies’ (AIB) whose address is <https://www.aibhub.org>, which provides coordination and synchronisation services, distributing messages and confirmations between the different guarantee of origin management agencies. The rules applicable to this service will be published by GTS in the ‘Domain Protocol’ document, which will translate the rules set out in the Procedure into the

required format and which must be approved by AIB, and in the document 'HubCom Protocol' published by AIB at <https://www.aib-net.org/eecs/subsidiary-documents> and is identified as "SD03: EECS Registration Databases (also known as HubCom)".

National or international transfers at the request of < **SUBJECT: name or company name** > or in which < **SUBJECT: name or company name** > is involved, will be carried out in accordance with the rules set out in the Procedure and in the Domain Protocol. < **SUBJECT: name or company name** > will accept in good faith the legal consequences of the transfer, where the transfer has actually taken place in accordance with the Procedure and the Domain Protocol, and provided that the Parties involved have not claimed in due time that the transaction was in any way erroneous.

5. LIMITATIONS ON LIABILITY

GTS will not be liable for any losses incurred by < **SUBJECT: name or company name** > except in the case of gross negligence attributable to GTS.

If < **SUBJECT: name or company name** > suffers loss due to negligence attributable to a third party, be it a user of the AIB COMMUNICATION HUB other than GTS, another party operating in the System of Guarantees of Origin or in the Systems of Guarantees of Origin of other countries, < **SUBJECT: name or company name** > may claim compensation directly from the tortfeasor.

Neither AIB nor other users of the AIB COMMUNICATION HUB or their representatives are liable for the actions of GTS or any third party, whether it be another negligent AIB COMMUNICATION HUB user, a Subject operating in the System of Guarantees of Origin or other third party.

< **SUBJECT: name or company name** > must do everything in its power to prevent and limit losses. If it fails to do so, the compensation would be reduced.

Claims against any user of the 'AIB COMMUNICATION HUB' for damages, losses, costs or expenses incurred by < **SUBJECT: name or company name** > in connection with the transfer of guarantees of origin will be limited to FIVE THOUSAND (5,000) Euros per year, and will not include indirect damages such as commercial damages, loss of profit or claims by third parties. This limitation will not apply in case of intent or gross negligence.

Claims against AIB for damages, losses, costs or expenses incurred by < **SUBJECT: name or company name** > in connection with the transfer of guarantees of origin will be limited to ONE THOUSAND (1,000) Euros per year, and will not include indirect damages such as commercial damages, loss of profit or claims by third parties. This limitation will not apply in case of intent or gross negligence.

In the event that the provisions contained in this clause are held to be invalid in any regard, they will apply to the extent permitted by law.

6. ERROR MANAGEMENT

If GTS or < **SUBJECT: name or business name** > discovers an error in the issuance, redemption or handling of Guarantees of Origin, it must inform the other Party as soon as possible.

If an error occurs in the process of issuance, redemption or management of the guarantees of origin, or an error occurs due to a malfunction or improper access to the GoO Platform, GTS and < **SUBJECT: name or company name** > must cooperate and use all reasonable means to ensure that no unjust enrichment occurs as a result of the error. Correction of an error may require the revocation of the source guarantees of origin of the < **SUBJECT: name or business name** > account. In the event that, by mistake, the correct number of Guarantees of Origin have not been issued, GTS will carry out the issuance as soon as the right information is received.

7. REPLACEMENT OF GTS AS THE ENTITY RESPONSIBLE FOR THE GUARANTEE OF ORIGIN SYSTEM

If, by order of the Minister for the Ecological Transition and the Demographic Challenge, this body takes over or entrusts the management of the System of Guarantees of Origin to a third party, GTS may assign this contract to the new Responsible Entity. In the event of transfer of the contract, all data relating to < **SUBJECT: name or company name** > will be transferred to the new Responsible Entity.

8. DESIGNATION OF PRIMARY USERS

< **SUBJECT: name or company name** > will designate the users with the capacity to represent the same through the GoO Platform, in accordance with the definition of “Primary User” set out in the Procedure. A minimum of one and a maximum of three natural persons will be designated as Primary Users.

The GTS will establish user accounts on the GoO Platform for the natural persons designated as Primary Users, enabling them to operate on behalf of < **SUBJECT: name or company name** >, as detailed in this contract.

< **SUBJECT: name or company name** >, as subject of the System of Guarantees of Origin, identifies the Primary Users as persons of its organisation and authorises them to access the GoO Platform on its behalf, using the 2FA system provided by the Responsible Entity.

< **SUBJECT: name or company name** > assumes full responsibility for all acts of Primary Users in their actions in the System of Guarantees of Origin on its behalf.

The GTS acknowledges the designation of the Primary Users as representatives of < **SUBJECT: name or company name** >, and will manage the access accounts for the Primary Users to access and operate on the GoO Platform.

9. RIGHTS AND OBLIGATIONS OF THE SUBJECT IN RELATION TO PRIMARY USERS

< **SUBJECT: name or company name** > must inform the Primary Users designated by it of their rights and obligations under this contract. In addition, < **SUBJECT: name or company name** > will require Primary Users to provide their reference details relating to tax identification numbers, telephone numbers and contact e-mail addresses. This information will be detailed in the Appendix to this contract.

Primary Users may operate on the GoO Platform on behalf of < **SUBJECT: name or company name** >, having access to all the functionalities that have been enabled for < **SUBJECT: name or company name** >, in accordance with the provisions of the Procedure.

They will be the exclusive competence of the Primary Users:

- Authorise other users to access the GoO Platform on behalf of < **SUBJECT: name or company name** >, indicating the permissions granted. Users who are authorised through the GoO Platform by a Primary User will be considered Secondary Users.
- Revoke Secondary Users' authorisation to access the GoO Platform.
- Request the withdrawal of < **SUBJECT: name or company name** > from the System of Guarantees of Origin.
- Cancel an application for withdrawal of < **SUBJECT: name or company name** > from the System of Guarantees of Origin.
- Apply for the registration of production facilities in the Production Devices Registry.

< **SUBJECT: name or company name** > must prove the identity of the Primary Users by providing a scanned copy of their ID card or passport.

10. MODIFICATION OR DELETION OF PRIMARY USERS

< **SUBJECT: name or company name** > reserves the right to revoke or modify the designation of Primary Users made in this contract at any time. Any amendment will be set out in an appendix thereto.

11. BREACH OF CONTRACT

GTS may terminate or suspend this contract in the event of a material breach of the same by < **SUBJECT: name or company name** >.

Notwithstanding the foregoing, and pursuant to the terms of clause 12 hereunder, neither Party will be liable in the event of breach due to situations of force majeure or unforeseen circumstance.

12. FORCE MAJEURE AND UNFORESEEN CIRCUMSTANCES

Neither Party will be liable to the other for the breach of its contractual obligations if this results from force majeure or an unforeseen circumstance, as provided for in article 1105 of the Civil Code.

The Party affected by a situation of force majeure or an unforeseen circumstance will inform the other Party in writing as soon as possible, describing the event that has caused the situation of force majeure or the unforeseen circumstance, its nature, the circumstances in which it took place, the time that this situation is expected to last and the steps it intends to take to reduce the effects of the event on the obligations set out in this contract, if possible.

The Parties will carry out their best endeavours to avoid or to mitigate the effects of a situation of force majeure or an unforeseen circumstance, and to ensure the normal continuation of this contract.

If a situation of force majeure or unforeseen circumstance affecting all of the obligations of one of the Parties with regard to this contract, or a major part of such obligations, lasts uninterruptedly for more than one month, either Party may terminate this contract by serving written notice of twenty (20) business days. Where appropriate, the termination will not exonerate the Party from compliance with the obligations that arose prior to the situation of Force Majeure or the Unforeseen Circumstance.

13. CALCULATION OF PERIODS

The periods indicated in the contract will be counted in accordance with the provisions of Law 39/2015, of 1 October.

14. COMMUNICATIONS

Communications between the Parties relating to this contract will be notified through the online platform referred to in the Procedure, identified therein as the GoO Platform, which will permit the electronic signature, and in accordance with the provisions of the current regulations applicable.

In exceptional cases and on justified grounds, communications between the Parties will be given through other means and will be deemed duly issued if it can be proved they were sent by post, fax, registered fax (burofax) or email to the following addresses:

ENAGÁS GTS, S.A.U.

Paseo de los Olmos, 19

28005 Madrid – Spain

For the attention of: <CONTACT PERSON>

Email: <EMAIL CONTACT PERSON>

< SUBJECT: **name or company name** >

<Account holder address>

For the attention of: <SUBJECT: **name of attorney in fact**>

Email: <Email attorney in fact>

Any change to the above details of one of the Parties must be notified to the other Party immediately, in the manner set out herein.

15. NONDISCLOSURE AND INTELLECTUAL PROPERTY

Any commercial, technical, strategic, financial or other sensitive information which is not publicly known and whose public nature has not been acknowledged by the Procedure will be processed by both Parties as confidential. Such information will not be revealed by either Party to a third party without prior written consent from the other Party, for a term of two years from termination of the Contract. The foregoing is without prejudice to the provisions of the

regulations in force regarding the disclosure of information to be provided to administrative and judicial authorities and, in particular, to the Ministry for the Ecological Transition and Demographic Challenge, the Agency for the Cooperation of European Regulators, the European Commission, the authorities of other EU Member States, within the scope of their competences, and the National Commission on Markets and Competition.

< **SUBJECT: name or company name** > acknowledges that the software used for the operation, tools, know-how and any element to which intellectual property rights may be applicable in connection with the performance of the contract are the exclusive property of GTS, AIB or service or licence providers.

Software, documentation and associated know-how will be considered confidential information. < **SUBJECT: name or company name** > will make use of the services and related software exclusively for the purposes defined in this contract, and will not copy, reproduce, reverse engineer, decompile or alter, adapt or modify any part of the software or related documentation.

16. PERSONAL DATA PROTECTION

Personal data obtained by the Parties during the performance of this contract will be those data strictly necessary for performance of the same and may only be applied or used to fulfil the purpose of the contract. Such data must not be transferred or handed to third parties under any title, not even for custody purposes.

The Parties may exercise their rights to access, rectification, erasure and objection in accordance with the provisions of the regulations in force on the protection of personal data. The Parties will take all the necessary technical and organisational measures, and in particular those set out in the Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and by Organic Law 3/2018 of 5 December, on Personal Data Protection and guarantee of digital rights, to guarantee the security of personal data and prevent such data from being altered, lost, processed or accessed without authorisation, in view of the state of technology, the nature of the data furnished and the risks to which it is exposed, whether due to human action or the physical or natural environment.

17. CONTRACT AMENDMENT

In case of modification of the Procedure, the Parties agree to apply to this contract such changes as are necessary to maintain consistency with the Procedure.

18. APPLICABLE LAW

This entire contract will be governed by and interpreted in accordance with Spanish law and the pertinent provision of EU Law.

19.SETTLING OF DISPUTES

Any disputes, disagreements, complaints and differences that may arise with regard to the performance, interpretation or termination of this contract will be submitted to arbitration of the National Commission on Markets and Competition pursuant to the provisions set out in article 5.1.b of Law 3/2013, of 4 June, on the creation of the National Commission on Markets and Competition.

The arbitration procedure will be carried out in the Spanish language.

The arbitration process will take place in the city in which the National Commission on Markets and Competition has its head office.

The arbitration award handed down by the National Commission on Markets and Competition will be final and binding upon the Parties. In this respect, both Parties agree to accept and comply in full with the content of the decision that is issued.

All matters not provided for in this clause will be governed by the terms of Law 3/2013 of 4 June, on the creation of the National Commission on Markets and Competition and Royal Decree 657/2013 of 30 August, approving the Organic Statute of the National Commission on Markets and Competition, and in addition, by the provisions of Law 60/2003 of 23 December, on Arbitration.

For any incidents related to the arbitration process that require judicial intervention, the parties agree to submit to the jurisdiction of the Courts of Madrid.

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

Appendix on Designation of Primary Users

Name and surname(s)	TAX ID No.	Email	Mobile phone number
Primary user 1 (complete these details)	(complete)	(complete)	(complete)
User 2..			
...			
User n			