#### UNIPER GLOBAL COMMODITIES SE - POWER TRADING BUSINESS CODE

**ENGLISH TRANSLATION** 

The Hungarian version is binding. This translation is for convenience purposes only.

# **POWER TRADING BUSINESS CODE**

Dated: 14 November 2023

**Uniper Global Commodities SE** 

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# 1. SCOPE OF THE BUSINESS CODE, DEFINITIONS, DETAILS OF THE LICENSEE, DESCRIPTION OF ACTIVITY

#### 1.1 Definitions

"Licensee" means Uniper Global Commodities SE, the basic corporate information

of which are set out in Clause 1.3.1 of this Business Code;

"Authority" means the Hungarian Energy and Public Utility Regulatory Authority;

"Laws" means all binding laws, regulations, decisions, orders, rules and other

normative provisions of Hungary and the European Union directly applicable in Hungary, which are or may become legally binding, including provisions which are currently amended in the course of the application of this Business Code or which have been published at the time of the entry into force of this Business Code but are not yet in force or

implemented;

"MAVIR Regulations" means the prevailing regulations of MAVIR, including the business code,

the commercial code, the operational code and the international operational and business code, whether contained in one or more

documents;

"MAVIR" means MAVIR Magyar Villamosenergia-ipari Átviteli Rendszerirányító

Zártkörűen Működő Részvénytársaság (registered seat: 1031 Budapest, Anikó utca 4.; company registration number: 01-10-044470; VAT number:

12550753-2-44) as the Hungarian transmission system operator;

"Business Day" means any day which is not considered a Saturday or Sunday for banking

transactions, or on which financial institutions licensed to operate in Hungary are not entitled or obliged to be closed, and which is not

recorded by the National Bank of Hungary as a bank holiday;

"Calendar Day" means any day including weekends and public holidays;

"Business Code" means the present business code of the Licensee;

"Electricity Act" means Act No. LXXXVI of 2007 of Hungary on electric energy;

"Implementing

Decree"

means Government Decree No. 273/2007 (X. 19.) of Hungary on the

implementation of certain provisions of Act No. LXXXVI of 2007 on

electric energy;

# 1.2 Interpretative provisions

Unless the context otherwise requires, the following provisions shall govern the interpretation of this Business Code:

- (a) terms used in the singular include the plural and vice versa;
- (b) section headings and capitalised words are for the sake of clarity and comprehensibility and do not affect the interpretation of this Business Code;
- (c) a reference to a particular "Clause" or "Annex" means that Clause, sub-clause or Annex of this Business Code; Annexes form an integral part of this Business Code;
- (d) the table of contents and the headings of each section are for convenience of reference only and shall not affect the meaning or interpretation of this Business Code:
- (e) if a period is calculated from a particular day or from the day of an act or event, that day is not counted in the period;
- (f) the terms "including" or "includes" have the meaning "including, but not limited to";
- (g) a reference to "this Business Code" or any other agreement or document shall, unless the context otherwise requires, refer to the amended, supplemented or renewed version thereof as in force from time to time and shall include a reference to the document which amends, supplements, renews or novates the instrument or which is entered into, signed or delivered in accordance with its terms;
- (h) a reference to any Laws includes any amendment, codification or re-enactment thereof and includes any subordinate Laws made thereunder; and
- (i) a reference to any competent authority or other governmental or administrative body includes any successor body thereof.

# 1.3 Information on the Licensee

**1.3.1** The Licensee is a multinational energy company with a significant electricity and natural gas trading business in Europe. The information on the Licensee are as follows:

Name of the company: Uniper Global Commodities SE

Registered seat: Holzstraße 6, 40221 Düsseldorf, Germany

Registration number: HRB 61123 VAT number: DE192205313

1.3.2 On the basis of the full-scale electricity trading licence issued by the Authority in accordance with the provisions of the Electricity Act under number 5219/2016, the Licensee is currently carrying out wholesale electricity trading activities on the Hungarian market in order to take advantage of the benefits of the regional electricity trading activity.

- **1.3.3** The Licensee intends to provide electricity supply services on the basis of its full-scale electricity trading licence to users such as large industrial users which are not eligible for universal service.
- 1.3.4 Under no circumstances shall the Licensee supply users entitled to universal service. Prior to any provision of universal service to eligible users, the Licensee shall initiate the amendment of this Business Code in accordance with the provisions of the Electricity Act and the Implementing Decree.

#### 1.4 Scope and applicability of this Business Code

- **1.4.1** This Business Code contains the main rules of the legal relationship between the Licensee and the contractual partners purchasing electricity from it and the mandatory content as set out in the Implementing Decree.
- **1.4.2** The scope of this Business Code covers the activities specified in the Licensee's trading licence and the legal relationships between the Licensee and its contractors.
- 1.4.3 This Business Code and any amendments thereto shall be approved by the Authority. The Business Code shall enter into force upon approval by the Authority and shall remain in force until the date specified in the decision of the Authority approving them.
- **1.4.4** The Licensee shall amend the Business Code if required or recommended to do so by a change in the Laws, or if justified by changes in the environment in which it operates.

#### 1.5 Other definitions

Unless otherwise provided for in this Business Code, terms used in this Business Code shall be interpreted in accordance with the provisions of the Electricity Act, the Implementing Decree and the MAVIR Regulations.

# 2. DETAILED DESCRIPTION OF THE ACTIVITY CARRIED OUT AND THE SERVICE PROVIDED BY THE LICENSEE, AND LISTING THE CATEGORIES OF USERS SERVED BY THE LICENSEE

#### 2.1 Description of the activity and service provided by the Licensee

The main activity of the Licensee is, inter alia, electricity trading, i.e., the sale and purchase of electricity for consideration, not for own use, and the provision of related services. Accordingly, the activity carried out and the service provided by the Licensee under the electricity trading licence, in accordance with the legal provisions in force at the time, is the sale and delivery of the contracted quantity of electricity to the delivery point specified by the contracting parties.

### 2.2 Presentation of the user groups served by the Licensee

- 2.2.1 The primary activity of the Licensee is wholesale electricity trading, i.e., an activity whereby the electricity trader sells electricity to a reseller (other licensee) and not directly to a user.
- 2.2.2 In addition to trading with electricity traders, the Licensee plans to supply large industrial customers not eligible for universal service.
- 2.2.3 The Licensee shall conclude contracts with its counterparties with individual conditions on a case-to-case basis and therefore the Licensee does not apply a separate template power supply contract in its contractual relationship with customers.
- 2.2.4 The Licensee does not perform any scheduling and balance group responsible party functions for large industrial customers under contract with it, and therefore the Licensee does not apply a separate template scheduling and balancing group membership contract.
- 2.2.5 In the event of any conflict between this Business Code and the contracts to be concluded under it, the provisions of the individually negotiated contract shall prevail.

# 3. RELATIONS WITH THE EXTERNAL ENVIRONMENT, SUPERVISORY BODIES, USERS AND SYSTEM OPERATORS

#### 3.1 Contact with supervisory bodies

In carrying out the activity subject to licence, the Licensee shall cooperate with the authorities and other bodies supervising the electricity market activity, in particular the Authority, the ministry responsible for energy policy and the National Tax and Customs Authority, in accordance with the provisions of the Electricity Act, the Implementing Decree and the MAVIR Regulations in force at any given time.

### 3.2 Organisation and functioning of the contact with users

The Licensee does not serve users entitled to universal service and therefore does not operate a customer service office or centre.

#### 3.3 Information to be regularly provided to users

The Licensee shall provide on its website (see www.uniper.energy) in particular the following information:

- (a) company brochure;
- (b) information on the Licensee's activities in the electricity sector;
- (c) industry regulations, including the MAVIR Regulations;
- (d) information on the services provided by the Licensee;
- (e) other notices and communications or information specified in the Laws.

#### 3.4 Contact with the system operator

The Licensee shall have at all times in force cooperation, capacity booking and system use contracts with system operators and shall cooperate with system operators in order to execute electricity trading transactions in accordance with the applicable Laws and MAVIR Regulations.

# 4. GENERAL ELECTRICITY SAFETY, AND DATA AND ENVIRONMENTAL PROTECTION REQUIREMENTS

### 4.1 Guarantees and provisions for the safe supply of users

System operators shall maintain continuous emergency services, with which the Licensee's dispatch service shall be in contact. The Licensee shall inform its contractual partners of the necessary measures.

### 4.2 Guarantees for data protection

The Licensee shall at all times treat confidentially the information and data coming to its knowledge in connection with its electricity trading activities in accordance with the applicable Laws, in particular Act No. CXII of 2011 of Hungary on the right to information self-disposal and freedom of information and the relevant provisions of the MAVIR Regulations, with the understanding that the Licensee shall not process personal data in principle, given that it does not supply natural persons. The details of the confidentiality of the data shall be laid down in the power supply contracts to be concluded between the parties under this Business Code.

### 4.3 Environmental standards and compliance provisions

The Licensee shall carry out its activities in compliance with the applicable environmental regulations. Compliance with the environmental protection requirements is guaranteed by the quality assurance and environmental management systems in place at the system operators.

# 5. QUALITY REQUIREMENTS FOR ELECTRICITY TRADING SERVICES AND ELECTRICITY SUPPLIED

#### 5.1 Quality requirements of the electricity trading activity provided by the Licensee

The Licensee shall, in the course of its activities, ensure the continuity and security of the service and the proper information and service of partners in accordance with the provisions of the contracts to be concluded under this Business Code.

### 5.2 Quality standards for electricity supplied

5.2.1 The Licensee shall sell electricity of a quality that complies with the current standard for electricity quality. In the case of multiple settlement points, the partner acknowledges the possible differences due to the geographical location of each settlement point.

5.2.2 The detailed conditions for accepting and rejecting electricity of non-standard quality shall be set out in the contract to be concluded between the parties under this Business Code.

## 5.3 Procedure for monitoring electricity quality

Electricity quality characteristics are measured by automatic quality control equipment installed on the MAVIR system. Quality measurement and calculation are carried out according to the relevant ISO standards. Measurements shall be carried out with certified measuring instruments in order to verify the quantity and/or quality with legal consequences. Detailed rules for the verification of electricity are laid down in the MAVIR Regulations.

# 6. WAY AND DETAILED RULES FOR SATISFYING THE USER'S OFFER REQUEST, AND RULES FOR NOTIFYING CHANGES TO THE USER

#### 6.1 Procedure and rules for informing the user

- **6.1.1** The Licensee shall examine the received offer request and shall inform the user within a reasonable period of time whether it is able to submit a contract offer and, if so, shall inform the user about the data and documents required for the offer.
- 6.1.2 A condition precedent for the submission of an offer is that the user submits a confidentiality statement and the data and documents requested by the Licensee for the offer. If necessary, the Licensee and the user shall clarify the data required for the provision of electricity supply in a personal meeting. A further condition precedent for the submission of an offer is that the user meets the conditions imposed by the Licensee on the contracting partner.

#### 6.2 List of data and documents required from the user and the way of submitting them

Requests for the purchase of electricity and other services shall be submitted in writing to the Licensee. The request shall be accompanied by the following information and documents:

- general data of the user (name, address, representative, company registration number, VAT number, financial institution and account number);
- **(b)** the start date and duration of the supply of contracted quantity required;
- (c) the nature of the use;
- (d) settlement point;
- (e) the expected monthly, daily and hourly peak demand for the place of use (in the winter and summer periods, in the units of measurement prescribed in the MAVIR Regulations):
- (f) expected usage profile and minimum usage data;

- (g) required technical specifications;
- (h) preferred settlement and payment terms; and
- (i) other special requirements.

#### 6.3 Specificities of concluding a contract online or on paper

- 6.3.1 After providing all the data and documents required for the offer, the Licensee shall send its contract offer (draft of power supply contract) to the user within a reasonable period of time. Such contract offer implicitly ensures that the indicated demand can be met both in terms of electricity quantity and capacity. The Licensee shall make its contractual offer in accordance with the prevailing business, market and legal conditions.
- 6.3.2 The Licensee shall cease to be bound by the offer if the user fails to return the draft contract duly signed within the binding period specified therein.
- **6.3.3** If the user accepts the offer within the binding period as set out above, the power supply contract shall be concluded and the Licensee shall start supplying electricity at the time and under the conditions set out in the contract.
- 6.3.4 If the user has signed the draft contract with a difference, the contract shall not be concluded and the difference shall be considered as a new offer. In this case, the Licensee shall decide whether to negotiate with the user or to reject its offer. The Licensee shall inform the user of this within a reasonable time after receipt of the user's offer. If necessary, the Parties shall negotiate and fix the terms of the contract in a personal meeting. For the avoidance of doubt, in such cases the Licensee shall in no case be obliged to conclude a contract.

### 6.4 Procedure for notifying changes by the user

- 6.4.1 Changes to certain contractual data of the user (e.g., change of the user's bank account number, change of contact person) do not require a modification of the contract. The user must notify the Licensee of such changes without delay. The new data shall take effect from the date of confirmation of the change by the Licensee.
- Any change to the business elements of the contract shall be subject to amendment by mutual agreement of the parties. The user shall notify the Licensee in writing of any such request. The power supply contract may be amended in writing only by mutual agreement of the parties.
- 6.4.3 Any change in the identity of the user shall be regulated by the parties in their contract in accordance with the provisions of the Electricity Act and the relevant Laws and MAVIR Regulations.

# 7. MAIN RULES GOVERNING THE LEGAL RELATIONSHIP BETWEEN THE LICENSEE AND ITS CONTRACTUAL PARTIES

## 7.1 Conclusion of power supply contracts

A power supply contract shall be concluded in writing only under this Business Code and shall, after its conclusion, be valid for the period specified therein, unless otherwise terminated.

#### 7.2 Rights and obligations of the parties

The basic rights and obligations of the parties under this Business Code and the power supply contracts to be concluded in accordance with it are as follows:

- (a) delivery and takeover of electricity, i.e., the seller is obliged to deliver or have delivered and hand over at the delivery point the contracted quantity for each time unit of the total delivery period and the buyer is obliged to take delivery or have taken over at the delivery point the contracted quantity for each time unit of the total delivery period, all in accordance with the provisions of the given contracts; and
- (b) payment of the consideration for the electricity, i.e., for each given contract the buyer must pay the seller the purchase price for the quantity delivered during the time units of that month.
- 7.2.2 Unless otherwise provided for in the power supply contract to be concluded under this Business Code, the seller shall bear all risks and all fees and charges related to the delivery and handover of the contracted quantity up to the delivery point, while the buyer shall bear all risks and all fees and charges related to the takeover of the contracted quantity at the delivery point and to the delivery therefrom.
- **7.2.3** In addition to the foregoing, both parties represent and warrant that:
  - (a) a company duly incorporated and operating in accordance with the law of the place of its registration;
  - (b) it has all governmental, regulatory or other authorisations, licences, approvals and consents necessary to perform its obligations under the contract and any collateral arrangements it may have entered into;
  - (c) it does not rely on any representations made by the other party other than those expressly made by the other party in the relevant power supply contract or in any collateral agreement entered into; and
  - (d) it is not insolvent and is not the subject of, neither threatened by, any legal or regulatory proceedings which, to the best of its knowledge, would have a material adverse effect on its ability to perform its obligations under any collateral

agreement that may be entered into under the power supply contract to be concluded under this Business Code.

# 7.3 Derogation from the Business Code and the possibility to establish specific conditions

The Parties may agree on specific terms and conditions in the power supply contracts to be concluded under this Business Code, and may, by mutual agreement, derogate from the provisions of this Business Code.

# 7.4 Conditions of pricing, determination of prices, conditions for changing prices, and procedure to be followed in the event of price changes

In the power supply contract, the Licensee and its partners shall in all cases determine the purchase price of the electricity sold on a market basis, in the course of negotiations prior to the conclusion of each contract. Both fixed and variable prices may be agreed between the parties.

### 7.5 Rules applicable in the event of an electricity supply emergency and breakdown

MAVIR shall be responsible for the professional, operational management of the emergency and breakdown response to electricity supply failures. MAVIR is responsible for taking the necessary measures to restore the balance of the electricity system. The Licensee shall cooperate with MAVIR in the management of the electricity supply emergency and in the implementation of the professional instructions given.

#### 7.6 Rules applicable in case of interruption

The competent system operator may, in the absence of any other technical solution, interrupt the supply or distribution of electricity for the minimum necessary number of users and for the minimum necessary duration in the event of maintenance, modification, renovation, upgrading, replacement and connection of new customers. The detailed rules on interruption, in particular the obligation to inform each other and the provisions of consequences of failure, are set out in the MAVIR Regulations.

#### 7.7 Minimum requirements for the contracting partners

- 7.7.1 The Licensee assesses the financial stability and solvency of the partners prior to the conclusion of the contract and, taking into account the results of this risk analysis, makes its offer, in which it may include financial security (e.g., advance payment, bank guarantee, letter of credit, surety bond).
- **7.7.2** The minimum requirements for the contracting partners are as follows:
  - (a) where necessary, to have the required official authorisations for the conclusion and performance of the contract; and

- (b) to have the necessary financial and liquidity conditions for the supply of electricity and adequate financial security to ensure the contract.
- **7.7.3** The minimum requirements for third parties that may be involved in the performance of the power supply contracts to be concluded under this Business Code shall be laid down in the power supply contracts to be concluded between the parties under this Business Code.

#### 7.8 Settlement and payment requirements

- 7.8.1 The Licensee shall not have its own metering equipment and shall not use its own metering calculations. Settlement with contracted partners shall be made between the balance group schedules of the Licensee and the contracted partner. The quantity and quality of electricity and the settlement order of incorrect measurement shall be determined in accordance with the provisions of the MAVIR Regulations and the business rules of the system operators as approved by the Authority.
- 7.8.2 Under the power supply contracts to be concluded under this Business Code, the seller shall issue an invoice to the other party for the electricity delivered in the previous month during the calendar month following the delivery, which shall include the total amount of electricity sold by the seller under the contract in the previous calendar month. In the invoice, that party shall indicate all amounts owed by the other party under the contract concluded by it as seller, including the amount due for the sale of electricity, charges, costs, compensation and other amounts due, as well as the net amount payable in respect of each contract.
- **7.8.3** Payment shall be made in the currency specified in the relevant contract, subject to applicable taxes. The paying party shall bear its own bank charges.

#### 7.9 Rules and procedures for breach of contract and unlawful consumption

- **7.9.1** The method of verification of contractual performance, the cases of non-compliance with the power supply contract and the rules for proof of non-compliance shall be specified in the relevant contract, as agreed by the parties.
- **7.9.2** Circumstances which may constitute a serious breach of contract as agreed by the parties are, inter alia, the following:
  - (a) non-performance, i.e., where a party or its guarantor fails to make payment or other material obligation specified in the relevant power supply contract when due, or fails to provide security for payment, and fails to remedy the default within the time limit specified in the relevant contract as agreed by the parties;
  - (b) insolvency, including where one of the parties or a guarantor of credit security makes a winding-up order, becomes insolvent, is unable to repay its debts, fails to pay its debts as they fall due or admits in writing its insolvency, decides to initiate winding-up proceedings, a winding-up petition is filed against it and is not withdrawn or rejected within the period specified in the power supply contract, or

- it initiates or becomes the subject of proceedings which, under the applicable law of any jurisdiction, have comparable effects to those set out above; and/or
- (c) failure to deliver or takeover electricity, i.e., where one party fails to deliver or takeover electricity for more than seven (7) consecutive Calendar Days or for a total of more than seven (7) Calendar Days in a sixty (60) Calendar Day period.
- **7.9.3** The legal consequences of a breach of contract are set out in the power supply contract to be concluded under this Business Code and in the provisions of the applicable Laws and MAVIR Regulations, which may include in particular:
  - (a) surcharge, in accordance with the applicable legal provisions and MAVIR Regulations;
  - (b) interest for late payment, i.e., interest for late payment at the rate specified in the contract from and including the due date up to but not including the payment date;
  - (c) compensation for damages, i.e., the party responsible for the breach of contract must compensate the other party for the damage caused by the breach of its obligations under the contract in accordance with the provisions of the contract;
  - (d) suspension of electricity supply, i.e., in the event of a default by a party to a payment obligation under a contract or if the defaulting party or its security provider fails to provide, or substitute for, a security, or increase the amount of any credit security or performance security under the relevant contract, the other party shall, not earlier than three (3) Business Days after written notice to the defaulting party, have the right, in addition to any other rights and remedies to which it may be entitled
    - (i) immediately cease to deliver or takeover electricity under the contract (as the case may be) and be discharged from the said delivery or takeover obligations (so that they are not merely suspended); and
    - (ii) if the performing party has already set off against the debts of the non-performing party the amount of the non-performing party in respect of its payment obligations to the non-performing party under the contract, to withhold payments to the non-performing party under the contract until the performing party has received the requested security or the total amount of all outstanding debts (including any default interest and other charges due); and/or
  - (e) extraordinary termination in accordance with Clause 7.11 of this Business Code.
- 7.9.4 The parties may agree on the terms and conditions of the payment security to be provided to the other party, including the type and amount of payment security acceptable to the parties, in order to manage their risks relating to the solvency of the other party and to ensure the efficient performance of their obligations under the relevant power supply

contract. In addition, unless agreed otherwise, in any case where a party concludes in good faith, and uses its best efforts to present and demonstrate upon demand, that a material adverse change has occurred affecting the other party, the party requesting the change may request in writing the other party to provide or increase the amount of:

- (a) letter of credit;
- **(b)** cash deposit; and/or
- (c) other security, including bank guarantees and parent company guarantees.

The amount and form of these securities must meet the reasonable expectations of the requesting party. Upon receipt of such written notice, the other party shall provide the performance security to the requesting party within five (5)Business Days, unless agreed otherwise. For the avoidance of doubt, if the person providing performance security on behalf of a party is no longer reasonably acceptable to the requesting party, the requesting party shall be entitled to request additional performance security from the other party in accordance with this clause.

# 7.10 User complaints handling and complaint handling procedures

- 7.10.1 The Licensee shall attempt to resolve the matter by direct contact with the user on the basis of complaints communicated by the user. In doing so, it shall respond in writing to the user within fifteen (15) Calendar Days. This time limit shall begin to run upon receipt of the submission by the Licensee or upon expiry of the time limits for the necessary consultations. Detailed rules for recording and archiving complaints received are set out in the applicable Laws and the MAVIR Regulations.
- 7.10.2 The Licensee may disregard the investigation of a repeated submission with the same content as the previous submission that has been answered in substance, submitted by the same user, but containing no new information, as well as anonymous user submissions. The examination of the complaint may also be waived if the complainant submits the complaint after six (6) months from the date on which it became aware of the act (omission) complained of.
- **7.10.3** If the Licensee fails to provide a substantive response to the submission within the time limit or provides a response that is not acceptable to the user, the user may refer the submission to the consumer protection authority or the Authority.
- **7.10.4** The contact details of the HEPURA as the consumer protection association and Ipari Energiafogyasztók Fóruma as the competent interest group, as amended from time to time:
  - (a) Hungarian Energy and Public Utility Regulatory Authority (HEPURA):

Registered seat: 1054 Budapest, Bajcsy-Zsilinszky út 52.

Postal address: 1388 Budapest, Pf. 89

Telephone: +36 1 459 7777

Customer service: +36 1 459 7740

Email: mekh@mekh.hu Web: www.mekh.hu

**(b)** Industrial Energy Consumers Forum (IECF):

Registered seat: 1119 Budapest Etele út 59-61

Telephone: tel.: +36 20 979 9158

Email: ief@ief.hu Web: <u>www.ief.hu</u>

**7.10.5** Unless agreed otherwise, the Parties shall settle any disputes arising between them amicably by mutual agreement. If the Parties cannot reach a mutual agreement, they agree that the competent court based on the general rules of civil procedure shall have jurisdiction over the dispute.

#### 7.11 Cases and way of termination of the contract

- **7.11.1** Any power supply contract to be concluded under this Business Code may only be terminated in accordance with the provisions of this Clause 7.11.
- 7.11.2 Unless otherwise provided for in the relevant power supply contract, either party may terminate the contract by giving thirty (30) Calendar Days' prior written notice to the other party. In the event of ordinary termination, the relevant contract shall remain in force between the parties only in respect of the performance of the rights and obligations that have accrued up to the date of ordinary termination and only until such time as both parties have fully performed their obligations.
- 7.11.3 In the event of a breach of contract by one of the parties, which is set out as a ground for termination in the relevant power supply contract, the other party may terminate the contract by written notice to the party in breach. The notice of termination shall specify the reason for the termination and the date on which the termination takes effect. The date of the extraordinary termination shall not be earlier than the date on which, according to the relevant power supply contract, receipt of the notice is presumed and shall not be later than twenty (20) Calendar Days after that date.
- 7.11.4 From the date of termination, the parties are discharged (and not merely suspended) from all further payment and other obligations under the contract and the outstanding financial and other obligations are replaced by the obligation of the defaulting party to pay to the other party the termination amount calculated in accordance with the provisions of the contract.
- 7.11.5 If the terminating party sends a notice to the other party designating the date of termination, the date of termination will be the designated date even if the cause for termination no longer exists. On the date of termination, or at the earliest practicable time thereafter, the terminating party shall calculate the termination amount in a commercially reasonable manner and notify the defaulting Party. The termination amount shall be payable within three (3) Business Days of the date of notification.

# UNIPER GLOBAL COMMODITIES SE - POWER TRADING BUSINESS CODE

Dated: Budapest, 14 November 2023

Uniper Global Commodities SE