



Electricity Supply Agreement

Customer Application Form

Electricity Supply Agreement between:

Flogas Enterprise Solutions LI ("Flogas Enterprise") whose principal office is at: 24-28 Tara Street, Dublin 2, Ireland; and

Customer Name: SACComponents Services (Ireland) Limited (the "Customer")

Customer Information

Address of Premises:	StandardAero Component Services IDA Business and Technology Park, Carrigdhill Co. Cork	Phone:	
Co. Reg. Number:	662927	Fax:	
Registered Office:		Contact Name: Email: Mobile:	
VAT Number:			

Billing Address (if different)

Contact / Dept.:	Phone:
Billing Address:	Fax:
	E-mail:

Electricity Meter Point Information See Appendix 1

MPRN	Meter Location	MIC (kVA)	DUoS Group	Voltage	MCC	Profile Class (NQH only)	Meter Readings (only NQH)	
							Date Read	Meter Read
10000050072	Cork	1300	DG7	MV				

Demand Forecast Option

In accordance with Clause 5.10 select one option: Option (i) – Flogas Enterprise forecasts demand

Option (ii) – Customer forecasts de

Customer Authorisation

Contract Start Date: 30th Sept 2022

Initial Period: 12 Months

I confirm that I have read the Agreement and that I am authorised to act on behalf of the Customer in this matter. On behalf of the Customer I request Flogas Enterprise to supply Electricity to the Customer at the Point(s) of Supply on the terms and conditions set out in this Agreement.

Signed by a duly authorised representative of the Customer:

Signature: Name: Brent Fawkes Position: VP, Finance Date: Sep 15, 2022

Signed by a duly authorised representative of Flogas Enterprise:

Signature: Name: BRYAN HENNESSY Position: DIRECTOR Date: 15/9/2022

General Conditions of Supply

1. DEFINITIONS

Unless otherwise defined in this Agreement, the following words shall have the following meanings:

"Affiliate" means (a) a company or corporation which is either a holding company or a Subsidiary of such party; or (b) a company or corporation which is a subsidiary of a holding company of which such party is also a subsidiary, and the words "holding company" and "subsidiary" shall have the same meaning assigned to them, regardless of the place of incorporation of the Party, as in Sections 7 and 8 of the Companies Act 2014.

"Agreement" means these General Conditions of Supply together with the Customer Application Form and any Schedules or Appendices attached hereto.

"Authority" means the CRU and / or the DCCAE.

"Balancing Market" has the meaning given to it in the TSC.

"Balancing Market Price" means the price of electricity in each Imbalance Settlement Period calculated in accordance with the TSC.

"Business Day" means a day on which banks are ordinarily open for business in Ireland.

"Business Use" means the use of electricity by the Customer, as a business entity which independently carries out, in any place, the supply of goods and services, whatever the purpose or results of such economic activities.

"Capacity Period" has the meaning given to it in the TSC.

"Capacity Market" means the market operated by the System Operators under the Capacity Market Code to secure adequate capacity to serve the anticipated demand of consumers connected to the electricity transmission systems on the island of Ireland, while maintaining the stable and secure operation of those systems.

"Certificate of Eligibility" means the certificate issued by the Meter Registration System Operator to the Customer.

"Charges" means the non-energy related costs payable by the Customer pursuant to Schedule 1 to this Agreement and to the extent that such charges are regulated, any changes approved by the CRU from time to time.

"Commencement Date" means the date notified by NIE to Flogas Enterprise as being the date on which Flogas Enterprise commences the supply of electricity to the Customer at the Premises.

"Connection Agreement" means an agreement with the DSO under which the Customer has the right for its installation to be, and to stay, connected to the electricity distribution system in line with the terms and conditions of that agreement.

"Consumer Council" means the Consumer Council, an independent body representing consumers' interests.

"Customer" means the person or company referred to in this Agreement and who has entered into this Agreement.

"CRU" means Commission for Regulation of Utilities.

"Day" means one calendar day, starting at 23:00 hours.

"Day Ahead Market" means the energy trading platform, operated by EPEX, in the ex-ante time frame for scheduling bids and offers and interconnector flows across participating regions of Europe.

"Day Ahead Trade Price" has the meaning given to it in the TSC.

"Day Ahead Trading Period" has the meaning given to it in the TSC.

"Deemed Contract" means a contract that is deemed to exist between Flogas Enterprise and the Customer at the Premises where Flogas Enterprise continues to supply electricity to the Premises but where for reasons set out in section 16A of the Energy (Miscellaneous Provisions) Act 1995 (as amended by Chapter 2 of the Energy (Miscellaneous Provisions) Act 2012), no formal agreement exists between the supplier and the owner / occupier.

"DCCAE" means the Department of Communications, Climate Action and Environment and includes any successor thereto.

"De-energise" means the taking of necessary steps to prevent the flow of electrical current to the Meter.

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"Distribution Code" means the distribution code required to be prepared by the DSO as drawn up by the DSO and approved by the NIAUR and as may be amended from time to time.

"Domestic Customer" has the meaning as defined in Condition 1 (Interpretation and Construction) of Flogas Enterprise's electricity Supply Licence.

"DSO" means the Distribution System Operator, NIE.

"DUoS" means Distribution Use of System.

"DUoS Charges" has the meaning given to it in Schedule 1 to this Agreement.

"Early Termination Date" has the meaning given to it in Clause 10.6.

"Energy Charge" has the meaning given to it in Schedule 1 to this Agreement.

"Extended Period" has the meaning given to it in Clause 10.2.

"Electricity Tax" means a tax payable to the Revenue Commissioners on the supply of electricity to the Customer.

"ESB" means Electricity Supply Board, a statutory corporation constituted under the Electricity (Supply) Act 1927 (as amended).

"Force Majeure" means an event which prevents performance of all or any part of this Agreement by a Party which is beyond the reasonable control of that Party , in the case of Flogas Enterprise having acted as a Reasonable and Prudent Operator and in the case of the Customer having acted reasonably.

"Gains" has the meaning given to it in Clause 10.7

"Go-Live Date": refers to the date on which the new Industry Law or Industry Agreement is due to take effect.

"Grid Code" means the grid code as drawn up by EirGrid plc and approved by the CRU.

"Imbalance Settlement Period" means a thirty-minute period beginning on each hour or half hour.

"Industry Agreements" means the agreed procedures and standards specified by the Authority, which apply to generators and suppliers, and codes of practice and any and all agreements regulating the generation and supply of electricity in Ireland and includes, but is not limited to, the Trading and Settlement Code, the Grid Code, any distribution code or revenue protection code of practice and any in each case, as amended, varied, supplemented or replaced from time to time.

"Industry Laws" means the Acts and any other relevant legislation and any legally binding obligations imposed on a Party under the Trading and Settlement Code, Capacity Market code, SEMOp rules and SEMOp regulations, Grid Code or any other code, agreement or arrangement to which a Party is obliged by the Acts or any other relevant legislation or the Trading and Settlement Code to comply with.

"Initial Period" means the initial term of the Agreement as specified in the Customer Application Form and commencing on the Commencement Date.

"Invoice" means the periodic invoice issued from Flogas Enterprise to the Customer setting out the amounts due to Flogas Enterprise from the Customer for the estimated supply of electricity for the specified period and any additional estimated Charges which are due to Flogas Enterprise.

"kVArh" means kilo Volt Ampere reactive hour.

"Losses" has the meaning given to it in Clause 10.7.

"Law" means the applicable provisions of any laws and regulations in Ireland.

"Maximum Export Capacity" or **"MEC"** means the maximum amount of electricity, expressed in kiloVoltsAmps (kVA), that will be exported by the Customer at the point of supply.

"Maximum Import Capacity" or **"MIC"** means the maximum amount of electricity, expressed in kiloVoltsAmps (kVA), that will be supplied to the Customer at the Point of Supply.

"Meter" means the electricity meter and any accompanying equipment owned by the DSO on the Premises of the Customer which is used to measure the amount of electricity used by the Customer.

"Meter Charges" means the costs charged by Flogas Enterprise in relation to the Meter, as outlined in paragraph L of Schedule 1 to this Agreement.

"New Contract" has the meaning given to it in Clause 3.10.

"NIAUR" means Northern Ireland Authority for Utility Regulation.

"Non-Business Use" means any use of electricity by the Customer other than Business Use, including use by a public or local authority but excluding household use .

"Non Quarterly Hour" and its abbreviation "NQH" means a meter point without interval meter readings.

"Notice of Change": shall have the meaning given in Clause 17

"Order" means the Electricity (Northern Ireland) Order 1992 as amended from time to time.

"Overtake" has the meaning given to it in Schedule 2.

"Party" means either Flogas Enterprise or the Customer and "Parties" shall both mean Flogas Enterprise and the Customer.

"PSO Charges" has the meaning given to it in Schedule 1 to this Agreement.

"Point of Supply" means the point shown in the Connection Agreement, or in an application to supply at a specific point, where energy may flow between the local electricity distribution system and the Customer's installation.

"Price" means the price to be paid for electricity by the Customer as set out in accordance with the provisions of this Agreement.

"Premises" means the premises of the Customer to be supplied with electricity.

"Quarterly Hour" and its abbreviation "QH" means a meter point with an interval meter that records data during a 15-minute interval.

"Reasonable and Prudent Operator" seeking in good faith to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected of a skilled and experienced operator complying with applicable law and engaged in the same type of undertaking and under the same or similar circumstances and conditions.

"Regulatory Authorities" means the Utility Regulator in Northern Ireland and the CRU in Ireland and the term "Regulatory Authority" shall be construed accordingly to mean any one of them as the context admits or requires.

"Relevant Date" means the earlier of:

(a) the day after the end of any period within which the Customer has a right to withdraw from and cancel the Agreement, which for the purposes of this Agreement will be one (1) Business Day; or

(b) Ten (10) Business Days after the Contract Start Date.

"Renewable Source Electricity" or "RSE" means electricity from non-fossil and renewable sources of generation that comply with paragraph 19 of Schedule 6 to the Finance Act 2000 and regulation 47 of the Climate Change Levy (General) Regulations 2001 (SI 2001/838) as amended or indexed from time to time.

"SEM" means the Single Electricity Market

"SEM Charges" has the meaning given to it in Schedule 1 to this Agreement.

"SEMO" means the Single Electricity Market Operator.

"SEMOpx Rules" means the rules in the form approved by each of the Regulatory Authorities under the Market Operator Licences of EirGrid and SONI, as subsequently modified from time to time (and, to the extent that any subsequent modification requires the approval of the relevant Regulatory Authority under both of those Market Operator Licences, approved by the Regulatory Authorities).

"SEMOpx Procedures" means the procedures within the meaning of the SEMOp Rules in the form initially made by SEMOp in accordance with the SEMOp Rules, as subsequently modified from time to time.

"Subsidiary" has the meaning given to it in Section 1159 of the Companies Act 2006.

"Supply Licence" means the licence to supply electricity issued by the CRU to Flogas Enterprise.

"Supply Period" means the period of supply of electricity from Flogas Enterprise to the Customer for the Initial Period. However where the Price of electricity and supply of the same has been agreed in writing between Flogas Enterprise and the Customer for a monthly period ending after the Initial Period, the Supply Period is extended to the last day of that calendar month (the "Extended Period").

"System Capacity Charges" means the charges in respect of Supplier Units in each Capacity Period on the basis of their Loss-Adjusted Net Demand. These charges provide the monies for the funding of Capacity Payments.

"System Marginal Price" or "SMP" means the price at which one MWh of electricity is sold under the TSC in any given Trading Period, as calculated in accordance with Sections 4, 5 and 6 of the TSC.

"Termination" or "Terminate" means any one of (i) De-energisation, or (ii) Flogas Enterprise has been replaced by another Supplier Unit as the registered Supplier Unit at the meter, or (iii) a third party assumes responsibility for the payment and performance obligations related to the supply of electricity to the Premises as put in effect by a duly signed and authorised Flogas Enterprise Electricity Supply Agreement.

"Trading and Settlement Code" or "TSC" means the trading and settlement code as drawn up by SONI and Eirgrid and approved by the Regulatory Authorities.

"TAO" means the Transmission Asset Owner, ESB, as licensed by the CRU..

"Termination Amount" has the meaning given to it in Clause 10.7.

"Trading Period" means a thirty minute period beginning on each hour or half-hour.

"TSO" means the Transmission System Operator, in Ireland is EirGrid plc, as licensed by the CRU and is SONI in Northern Ireland and the term "TSO" shall be construed accordingly to mean any one of them as the context admits or requires.

"TUoS" means Transmission Use of System

"TUoS Charges" has the meaning given to it in Schedule 1 to this Agreement.

"Undertake" has the meaning given to it in Schedule 2.

"Unpaid Amounts" has the meaning given to it in Clause 10.7.

"VAT" means Value Added Tax.

"Flogas Enterprise Management Charge" has the meaning given to it in Schedule 1 to this Agreement.

Unless the context of this Agreement so requires words importing the singular only also include the plural and vice versa.

Unless otherwise defined in this Agreement, terms defined in the Trading and Settlement Code, Grid Code and the Distribution Code as amended from time to time shall have the same meaning when used in this Agreement.

The headings to the Conditions are used for convenience only and shall not affect the construction or validity of this Agreement.

Any reference in this Agreement and/or in the Schedules to any statute or statutory provision shall be deemed to include any statute or statutory provision which amends, extends, consolidates, re-enacts or replaces same, or which has been amended, extended, consolidated, re-enacted or replaced (whether before or after the date of this Agreement) by same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

Any words following the terms "including", "include", in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. CONDITIONS PRECEDENT

The provisions of this Agreement are conditional upon and subject to the following three conditions:

- (i) the Customer having a valid Certificate of Eligibility relating to the Premises;
- (ii) Flogas Enterprise holding a valid Supply Licence to supply electricity;
- (iii) the Customer having a valid Connection Agreement relating to the Premises. If the Customer has taken over a premises that was previously supplied in the name of another customer with an MIC of less than 100kVA and the Customer does not have a Connection Agreement, the DSO may consider the previous customer's MIC and Connection Agreement to apply to the Customer and the Customer must keep to all the conditions of that Connection Agreement. If the MIC applying to the previous customer at the premises was greater than 100kVA and the Customer does not have a Connection Agreement, the Customer must apply to the DSO for a Connection Agreement in its own name.

In the event that the conditions precedent are not fulfilled by the Commencement Date, this Agreement will terminate automatically and be of no further effect. In such event, the Customer will be liable to pay all obligations under this Agreement including but limited to the Price, subject to Clause 5, and any associated costs,

subject to Clause 10, to Flogas Enterprise for any electricity supplied from the Commencement Date.

3. SALE AND SUPPLY

- 3.1 Subject to the Conditions Precedent set out in Clause 2 above, Flogas Enterprise will sell and supply electricity to the Customer at the Premises in accordance with the Industry Law and subject to this Agreement for the Supply Period.
- 3.2 Flogas Enterprise shall with effect from the Commencement Date supply to the Customer at the Point of Supply and the Customer shall take and purchase from Flogas Enterprise all supplies of electricity as the Customer requires at the Premises up to the Maximum Import Capacity for the Supply Period.
- 3.3 If the Customer at any time takes electricity exceeding the Maximum Import Capacity, then the demand in excess of the Maximum Import Capacity will be charged in accordance with Schedule 1(G) to this Agreement and will be subject to the guidelines set out by the CRU from time to time.
- 3.4 All electricity passing through the Point of Supply shall be deemed to be supplied under this Agreement unless and until the same is terminated in accordance with the terms of this Agreement, notwithstanding the existence of any other contract for the supply of electricity between the Customer and any other person.
- 3.5 The Customer acknowledges and agrees that pursuant to the Acts, in circumstances where the Agreement is terminated and Flogas Enterprise continues to supply electricity to the Premises the Customer shall be liable for the payment of such supply subject to a Deemed Contract being in place between the Parties and this should be the Deemed Contract.
- 3.6 Flogas Enterprise will use reasonable endeavours to maintain a continuous supply of electricity to the Customer and if for any reason Flogas Enterprise fails to do so, Flogas Enterprise will endeavour to restore the supply with all reasonable speed.
- 3.7 Where this Agreement expires or is terminated without the Customer having agreed alternative terms for the supply of electricity either with Flogas Enterprise or another supplier, a Deemed Contract shall exist between Flogas Enterprise and the Customer until such point as:
 - (i) the Customer has concluded a new contract for the supply of electricity either with Flogas Enterprise or another supplier (the "New Contract"); and
 - (ii) the supply of electricity to the Customer's Premises under the terms of the New Contract has commenced.
- 3.8 Flogas Enterprise will provide a copy of the Deemed Contract within a reasonable time upon request.

4. METERING AND BILLING

- 4.1 The electricity supplied under this Agreement will be measured by the Meter on the Premises which is owned and maintained by the DSO. The DSO staff, its agents or contractors will read the Meter. Flogas Enterprise has no responsibility for maintaining the Meter. Flogas Enterprise has no responsibility for maintaining the Meter.
- 4.2 The Customer is responsible at all times for looking after the Meter. Any interference with the Meter, other than with the prior consent of the DSO, is prohibited. The Customer should notify Flogas Enterprise and the DSO of any noted defect in the Meter.
- 4.3 The Customer shall permit the DSO and its authorised employees, agents and contractors, at all reasonable times and at any time in the case of an emergency, access to the Meter, or access to the Premises where the Meter is located, for the purposes of reading, inspecting, De-energising, maintaining, investigating suspected unlawful interference with the Meter or for any other purposes associated with the supply of electricity. The Customer must also grant Flogas Enterprise, its authorised employees, agents and contractors, equivalent rights of access in the aforementioned circumstances.
- 4.4 Flogas Enterprise will regularly send to the Customer in accordance with Clause 5.5, Invoices for its estimated use of electricity, including but not limited to Charges payable for the estimated use of electricity and any system Charges as set out in Schedule 1 to this Agreement.
- 4.5 If either Party to this Agreement discovers that any Meter reading has been inaccurate or omitted, or that the readings from the Meter have been converted into Charges incorrectly, then either Flogas Enterprise or the Customer, will be required to repay to the other Party any money that is due on the date of the next Invoice becomes payable.

4.6 If Flogas Enterprise supplies electricity, but all or part of it is not registered by the Meter for any reason including but not limited to a fault in the Meter or any unauthorised interference with the Meter, the Customer must pay at the date of the next Invoice, an amount which represents the Charges for the use of this electricity, which would have been due, if the Meter had registered properly.

4.8 If, at any time and for any reason, it is not possible to get Meter readings of the quantity of electricity used by the Customer at the Premises, then estimated readings will continue to be used until such time as appropriate Meter readings can be ascertained.

4.9 Any penalty Charges incurred by Flogas Enterprise in the supply of electricity to the Customer will be passed onto the Customer in accordance with Schedule 1.

4.10 The Customer is responsible for all electrical equipment and electrical installations beyond the Point of Supply and for any consequences of it using the electricity supplied by Flogas Enterprise.

4.11 Flogas Enterprise is not responsible for any damage caused by the Meter or any representatives of NIE who may attend at the Customer's Premises in connection with the Meter, and the Customer should contact NIE in such circumstances.

4.12 The Customer agrees to provide Flogas Enterprise with all relevant information that Flogas Enterprise may reasonably require.

5. PRICING

- 5.1 The Customer shall be liable to pay Flogas Enterprise the Price and Charges in respect of electricity delivered to the Customer pursuant to this Agreement. All Prices and Charges associated with the supply of electricity from Flogas Enterprise to the Customer, as set out in Schedule 1 to this Agreement, and as amended from time to time in accordance with 5.2 (but subject to Clause 17), will be exclusive of VAT and the Customer will pay VAT where appropriate at the rate applicable to that Customer from time to time.
- 5.2 The Parties recognise and are aware that changes could be made to the electricity market in Ireland. If any such changes, including those as a result of changes to Industry Laws or Industry Agreements, are to be made after the Commencement Date of this Agreement, Flogas Enterprise reserves the right to review the Agreement arising from these changes and will provide to the Customer, in writing, disclosure of such changes (See "Notice of Change" in Clause 17). In particular, Flogas Enterprise reserves the right to review the Agreement in relation to the Charges (or their components), as stated in Schedule 1, or to any existing or new tax (including any environmental or similar tax), duty or impost (including any due on the generation or supply of electricity). Any change in the Charges will supersede the originally listed Charges as set out in Schedule 1.
- 5.3 By no later than the 10th Business Day of each month Flogas Enterprise shall issue an Invoice to the Customer setting out the information, which is detailed in Schedule 1 to this Agreement.
- 5.4 Flogas Enterprise may estimate Charges so as to issue Invoices between actual Meter readings. The Customer shall accept these estimated readings as the most accurate estimate by Flogas Enterprise of the amount of electricity used by the Customer. Flogas Enterprise will then make any necessary adjustments to the Meter reading on the relevant Invoice when Flogas Enterprise receives the details of the actual Meter reading. This adjustment will be shown on the Invoice following the actual Meter reading.
- 5.5 By not later than the 15th day of the Month in which the Invoice is received by the Customer or the tenth day after receipt, whichever is the later, the Customer shall ensure that Flogas Enterprise has received, by direct debit in freely available funds, the net sum payable in accordance with the Invoice (including applicable VAT). Where the sum due per the Invoice is the subject of a bona fide dispute, the Parties shall notify each other as necessary. If any invoiced amount is in dispute, the Customer shall pay the whole Invoice amount (including the disputed amount) when due in accordance with this Clause 5.5.
- 5.6 If any sum due and payable under this Agreement is not made in accordance with Clause 5.5 then a finance charge on the outstanding sum will accrue at a daily rate of €0.45 per day for every €1,000 owed, rounded up to the nearest €1,000, from the due date for payment until payment is made, whether before or after any judgment.
- 5.7 In respect of each month during the Supply Period, SEMO will undertake at least two separate reconciliations to determine the change in the Balancing Market Price, if any, of the electricity actually used by the Customer in a given month. In the event that a Day Ahead Trade Price for any hour in the Supply Period is not published, Flogas Enterprise will calculate the cost of electricity

consumed in each associated Imbalance Settlement Period using the Balancing Market Price. While SEMO may conduct a reconciliation in any of the thirteen months following the month of supply, SEMO will definitely conduct a reconciliation in the fourth month following the month in which the electricity was supplied and another reconciliation in the thirteenth month following the month in which the electricity was supplied. Either Flogas Enterprise or the Customer, will be required to settle with the other Party any money that is due after of each of the aforementioned reconciliations and associated Price adjustments on the next issued Invoice.

5.8 The Parties may agree to fix the price and volume of electricity for an individual Fixed Supply Period. If the Parties agree to fix the price and volume of electricity, Flogas Enterprise will send to the Customer the terms agreed for this Fixed Supply Period in the form set out in Schedule 2.

5.9 In regards to forecasting the Customer's consumption, the Customer shall choose one of the following options.

(i) Flogas Enterprise shall carry out the Customers forecasting in relation to its electricity consumption (and trading decisions related thereto) in the Day Ahead Market.

or

(ii) The Customer shall carry out its own forecasting, which will reflect a reasonable estimate of its electricity consumption, and which, for the avoidance of doubt, may include the decision to not carry out any forecasting; (and trading decisions related thereto) in the Day Ahead Market. The Customer assumes all risks associated with forecasting.

5.10 Should the Customer choose Option (i) in Clause 5.9, the Customer shall provide this forecast for its total consumption and confirm in writing, any expected material variation in its historical consumption pattern, for example, the addition of new machinery or technology. Furthermore, the Customer undertakes to cooperate with Flogas Enterprise to define the best forecast of the hourly consumption profile of the Customer.

5.11 Should any forecast done by Flogas Enterprise not meet the supply demands of the Customer, Flogas Enterprise will use the Balancing Market to satisfy the Customers supply needs.

5.12 In the event that the Customer has not elected either option in Clause 5.9, then Option (i) of Clause 5.9 will apply.

6. INTERPRETATION AND DISPUTE RESOLUTION

6.1 This Agreement and all transactions contemplated hereby shall be governed by the laws of Ireland.

6.2 If any dispute or claim arises between the Parties out of, regarding or in connection with this Agreement (including any question regarding the existence, scope, validity or Termination of this Agreement or this arbitration provision), the application of this Agreement, or any right or obligation arising under this Agreement, and if the Parties are unable to resolve the dispute between themselves within 30 days after written notification by one Party to the other of the existence of such dispute, the dispute may be referred by either Party to an Expert (in the case of a dispute that the Parties agree is a technical dispute) or an Arbitrator (in the case of all other disputes).

6.3 The expert or arbitrator shall be agreed upon between the Parties, or failing such agreement within 10 days, shall be appointed by the President of the Law Society of Ireland at the request of either Party.

6.4 Decisions of the expert or arbitrator shall (save in the case of manifest error) be final, non-appealable and binding on the Parties. The Parties renounce any right of recourse to the courts on a point of law, any right of appeal to the courts of any interlocutor or final judgment or award, or any right to challenge enforcement of any grounds of the domestic public policy of the enforcing tribunal. The Arbitration Act 2010 shall apply to any dispute referred to the arbitrator. Where an Expert is appointed, the Expert shall act as an expert and not as an arbitrator and the Arbitration Act 2010 shall not apply for the avoidance of doubt, the place of arbitration shall be Dublin, Ireland. The costs of the Expert shall be borne equally by the Parties. The Parties shall give the Expert all the information and assistance that he may reasonably require. The Expert shall be requested to use all reasonable endeavours to reach his decision within thirty (30) days of the matter being referred to the Expert.

7. SECURITY REQUIRED BY FLOGAS ENTERPRISE

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7.1 If required by Flogas Enterprise at any time during the Supply Period, the Customer will provide Flogas Enterprise with such reasonable security, whether by way of a deposit or guarantee, as Flogas Enterprise may require, for the payment of monies which may from time to time become due from the Customer under this Agreement.

7.2 Flogas Enterprise shall not be obliged to repay any security where Flogas Enterprise considers it appropriate in the circumstances for Flogas Enterprise to retain that security. If the Customer ends this Agreement and owes Flogas Enterprise money, the Customer agrees that Flogas Enterprise may keep any deposit and use this to reduce any debt owed to Flogas Enterprise by the Customer.

8. LIABILITY

Customer Liability

8.1 The Customer is responsible for looking after all property and other equipment that is placed on its Premises or under its control which is necessary for and incidental to the provision of electricity under this Agreement. The Customer will be liable for the cost of any injury or repairing any damage for which it is responsible. Further to Clause 5.7 above, the Customer will also have to pay for the Charges for electricity that Flogas Enterprise has estimated the Customer to have used that have not been recorded.

8.2 The Customer represents and warrants to Flogas Enterprise that:

- the execution, delivery and performance of this Agreement has been duly authorised by all requisite corporate action and does not contravene any provision of or constitute a default under any other Agreement by which it is bound; and
- during the Supply Period it shall comply with all applicable Industry Laws pursuant to this Agreement and in particular but not limited to, the relevant provisions of the Grid Code, Capacity Market Code, SEMOp rules and SEMOp regulations, Trading and Settlement Code, Distribution Code, and all statutory instruments, regulations and orders applicable to them.

Flogas Enterprise's Liability

8.3 Flogas Enterprise represents and warrants to the Customer that:

- it has good title to all electricity delivered pursuant to this Agreement and all such electricity is free and clear of all liens, encumbrances, and claims;
- at all times during the Supply Period it will use reasonable endeavours to obtain and maintain all licenses, permits and consents as are necessary to enable it to perform this Agreement; and
- during the Supply Period it shall comply with all applicable Industry Laws pursuant to this Agreement and in particular but not limited to, the relevant provisions of the Grid Code, Distribution Code, Capacity Market Code, SEMOp rules and SEMOp regulations, Trading and Settlement Code, and all statutory instruments, regulations and orders applicable to them.

8.4 Flogas Enterprise will not be liable to the Customer for any loss or damage caused arising directly or indirectly from its electricity supply and the equipment or in connection with this Agreement.

8.5 Nothing in this Agreement will exclude or restrict the liability of either Party to this Agreement for death or personal injury resulting from the negligence of either Party.

8.6 Flogas Enterprise will not be liable to the Customer under this Agreement in contract, tort (including negligence) or otherwise for any indirect damages or economic loss, including but not limited to loss of revenue, business, contracts, predicted savings or profits. This Clause shall survive termination of this Agreement.

8.7 If any provision in this Agreement is invalid for any reason and Flogas Enterprise becomes liable for loss and damage that could otherwise have been limited, Flogas Enterprise's liability will be limited to a maximum sum equal to the total amount of Charges and other payments received by Flogas Enterprise from the Customer in respect of the electricity supply.

9. FORCE MAJEURE

9.1 If either Party is affected by Force Majeure, it shall forthwith notify the other Party of the nature and extent thereof. Force Majeure includes, but is not limited to, failure or shortage of power supplies, civil unrest, labour shortage

- or labour dispute, instructions or requests from the Government, an emergency services organisation, or any other competent authority, or legal obligations.
- 9.2 Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Party; and the time for performance of that obligation shall be extended accordingly.
- 9.3 If the Force Majeure in question prevails for a continuous period in excess of six (6) months, the Parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.
- ## 10. RIGHT TO TERMINATE AND DE-ENERGISE
- 10.1 This Agreement will be in place for the Supply Period unless renewed in accordance with Clause 10.2 below or Terminated in accordance with Clauses 10.2, Clause 10.3 or 10.4 below.
- 10.2 On the expiry of the Supply Period the Agreement shall automatically renew for successive periods of three months unless either Party notifies the other in writing not less than 3 months prior to the expiry of the Initial Period or the Extended Period (as the case may be) that it does not wish the Agreement to continue beyond the expiry of the Initial Period or the Extended Period (as the case may be).
- 10.3 Flogas Enterprise may Terminate this Agreement and/or De-energise the supply of electricity to the Customer if:
- 10.3.1 The Customer fails to pay in full or on time any Invoice for the supply of electricity or for any other liability which has accrued under this Agreement in which case Flogas Enterprise may De-energise forthwith; or
 - 10.3.2 If the Customer is in material breach of any of the provisions of this Agreement, having received notification of the breach from Flogas Enterprise and failed to remedy the breach within 10 days of notification thereof in which case Flogas Enterprise may De-energise forthwith; or
 - 10.3.3 If the installation or use of electricity under this Agreement interferes with the distribution system or disturbs the supply of electricity to other electricity users in which case Flogas Enterprise may De-energise forthwith; or
 - 10.3.4 If the Customer has extended the supply of electricity to a third Party without the prior written consent of Flogas Enterprise in which case Flogas Enterprise may De-energise forthwith; or
 - 10.3.5 If the Customer has used the electricity without the permission of Flogas Enterprise or has committed an act of theft in which case Flogas Enterprise may De-energise forthwith; or
- 10.4 Either Party may Terminate this Agreement if:
- 10.4.1 If the Customer becomes bankrupt, insolvent, makes any voluntary arrangement with any of its creditors, if a receiver or an administrative receiver has been appointed over the Customer's business, assets or property or part thereof, or if a Customer goes into liquidation and an examiner has been appointed to the Customer and in the case of this Clause 10.3.7 Flogas Enterprise may De-energise forthwith; or
 - 10.4.2 If Flogas Enterprise fails to maintain any authorisation, permission, license or registrations required to fulfil its obligations under the Agreement in which case De-energisation may occur forthwith; or
 - 10.4.3 If Flogas Enterprise is required to Terminate or De-energise in order to ensure compliance with the Law; or
 - 10.4.4 If Flogas Enterprise can no longer supply electricity to the Customer for reasons covered by Clause 9 above; or
 - 10.4.5 If this Agreement has reached the end of the Supply Period; or
 - 10.4.6 If Flogas Enterprise considers, or the DSO informs Flogas Enterprise, that there is any risk of fire or explosion or injury to persons or property as a result of any defects or suspected defects in the supply main, service pipe, meter installation or the electrical appliances or as a result of the supply of electricity to the Premises generally; or
- 10.4.7 If the Customer requests Termination of this Agreement on legal, technical and/or operational grounds Flogas Enterprise may procure the De-energisation of the supply of electricity to the Premises.
- 10.4.8 The customer may terminate the agreement prior to hedging in fixed prices if the customer does not wish to accept the fixed prices offered. This is applicable only for the first hedging process. The customer is under no obligation to complete further hedges during the term of the contract.
- 10.5 Where the supply of electricity is De-energised due to the Customer's default, the Customer will pay Flogas Enterprise all costs incurred by it including any DSO and or TSO Charges, and also the cost of re-energisation, if any.
- 10.6 If Flogas Enterprise Terminates this Agreement pursuant to Clause 10.3 or 10.4, then with effect from the date on which the Termination takes effect (the "Early Termination Date"):
- (a) Flogas Enterprise shall be entitled to cease further delivery or acceptance (as the case may be) of electricity (and be released (and not merely suspended) from its underlying delivery or acceptance obligations) under all applicable transactions; and
 - (b) subject to Clause 2(ii), all further payments and performance obligations under or in connection with this Agreement shall be released (and not merely suspended) and existing duties and obligations of the Parties shall be replaced by an obligation of one Party to pay the Termination Amount to the other Party as calculated in accordance with Clause 10.6.
- 10.7 Flogas Enterprise shall calculate the "Termination Amount" as the aggregate of the following (adding or setting-off the amounts referred to below as appropriate):
- (a) "Unpaid Amounts" being amounts:
 - (i) that were or became due and payable on or before the Early Termination Date; and
 - (ii) in respect of obligations accrued prior to that time and which have not been Invoiced on or before the Early Termination Date (including amounts in respect of supplied electricity made prior to the Early Termination Date); and
 - (iii) due in accordance with Clause 10.5;
 - (b) less "Gains" being an amount equal to the net present value of the economic benefit to Flogas Enterprise (if any) resulting from the release of electricity transactions for supply of electricity after the Early Termination Date, determined in a commercially reasonable manner;
 - (c) plus "Losses" being an amount equal to the net present value of the economic loss to Flogas Enterprise (if any) resulting from the release of the electricity transactions for supply of electricity after the Early Termination Date, determined in a commercially reasonable manner plus the Flogas Enterprise Management Charge multiplied by the latest annual consumption in kWh of the Customer as confirmed by the DSO which is reflective of all time, energy and resources invested by Flogas Enterprise in developing its working relationship with the Customer and is a genuine estimate of Flogas Enterprise's loss in this regard;
- in each case taking into account the obligation of each Party to reasonably mitigate its losses and the circumstances and facts existing as of the Early Termination Date; provided however that this Clause 10.7 shall be without prejudice to any liability of either Party for any prior breaches under this agreement.
- 10.8 As soon as reasonably practicable after the Termination, Flogas Enterprise shall provide to the Customer its bona fide commercially reasonable calculation of the Termination Amount and of the final net amount owed by the one Party to the other hereunder. For the avoidance of doubt, any dispute as to the Termination Amount or such other amounts shall be referred for Expert determination for resolution as prescribed in Clause 6.
- 10.9 The Termination Amount shall be paid immediately by the respective Party of the notice given pursuant to Clause 10.8. Any dispute as to the amount of the Termination Amount shall not affect the obligation to pay it immediately in full including any disputed amount.
- 10.10 In the event of Termination of this Agreement, both Parties shall return to the other Party all documents and information of that Party and all copies thereof in the possession or under the control of the other Party (save those required to be retained at Law or for internal corporate governance purposes).
- 10.11 The rights to Terminate this Agreement given by this Clause 10 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

11. ASSIGNMENT

Flogas Enterprise may assign or transfer to any other person or company, the benefit of this Agreement, or any of the rights and obligations of this Agreement, with the prior written consent of the Customer. Either Party is entitled to assign or transfer this Agreement to an Affiliate of the Party without the prior written consent of the other Party.

Ireland.

Marked for the attention of: **The Operations Team Manager**

By telephone: +353 (0)1 884 9400
By email: Customercare@Flogas Enterprise.ie

12. NETWORKS EMERGENCY

- 12.1 If the Customer becomes aware of any matter, in relation to the supply of electricity under this Agreement, that causes danger or requires immediate attention, the Customer should contact the DSO on 08457 643 643.
- 12.2 The Customer shall refrain from using its electrical supply immediately upon being instructed to do so by Flogas Enterprise or the DSO.

13. PRIORITY CUSTOMERS

If the Customer is a body which depends on the supply of electricity for life support and related activities, and this service would be at risk due to the loss of the supply of electricity at any time, then the Customer may apply to be included on the ESB Networks Priority Services Register. An application can be made by contacting ESB Networks on 1850 405 805 or by contacting a representative of Flogas Enterprise.

Or to such other address as Flogas Enterprise shall have specified by notice in writing to the Customer.

Bank account details for Flogas Enterprise are:

EURO Account
Bank: Danske Bank
IBAN: IE32 DABA 9515 1340 0519 34
Account No: 40051934
Swift Code: DABAIE2D
Account name: Flogas Enterprise Limited, 24 – 28 Tara Street, Dublin 2, D02 CX89

GBP Account
Bank: Danske Bank
IBAN: GB16 DABA 9503 9200 0675 71
Sort Code: 95-03-92
Account No: 00067571
Swift Code: DABAGB2B
Account name: Flogas Enterprise Limited, 24 – 28 Tara Street, Dublin 2, D02 CX89

Bank account details for the Customer are:

EURO Account
Bank: []
IBAN: []
Account No: []
Swift Code: []
Account name: []

GBP Account
Bank: []
IBAN: []
Sort Code: []
Account No: []
Swift Code: []
Account name: []

14. DATA PROTECTION:

- 14.1 From time to time in the course of our relationship with the Customer, Flogas Enterprise may need to process personal data about you or your employees, agents or representatives. Such processing may be carried out for the purposes of providing the Customer with the supply of energy, including the provision of advice, for administration and billing purposes and for other purposes which are reasonably incidental to the services being provided. All processing will be carried out in accordance with applicable law, including applicable data protection legislation. In circumstances where the Customer ask Flogas Enterprise to process personal data on the Customers behalf Flogas Enterprise will process such data in accordance with the Customers instructions and in compliance with the security obligations of applicable data protection legislation.
- 14.2 Individuals have the right under data protection legislation, subject to certain exemptions, to access a copy of personal data held about them and to correct any inaccuracies in such data.
- 14.3 Data Protection Agreement as agreed by the Parties is attached to this Agreement as Schedule 3.
- 14.4 The Customers consent to the storage by Flogas Enterprise of data relating to the Customers physically or electronically, including having such data stored by third party service providers.
- 14.5 Flogas Enterprise reserves the right to destroy files and documents relating to completed transactions or business six (6) years after any such file has, in our view, become inactive.
- 14.6 The Customer is entitled to seek the return of documents in our files that belong to you (after all amounts payable to Flogas Enterprise have been irrevocably discharged). However, you are not entitled to:
 - (a) require us to destroy any paper and/or electronic records that Flogas Enterprise may have; or
 - (b) have copies of our internal communications and records, regardless of whether they relate to the Services.

15. GENERAL

- 15.1 Each Party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 15.2 All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail; or by postage prepaid.

The Contact details for Flogas Enterprise are as follows:

Flogas Enterprise Limited,
24-28 Tara Street
Dublin 2.

15.3 This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof. Should either Party require its modification in response to change in the Industry Agreement or Industry Law, it can only be done in writing signed by both Parties.

15.4 The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15.5 Any waiver under this Agreement must be in writing. Any delay in enforcing any right or remedy under this Agreement shall not be deemed to be a waiver of such right or remedy. No waiver shall operate or be construed as a waiver of any other or further right or remedy whether of a like or different character.

15.6 If any provisions of this Agreement are found (by a court or authority of competent jurisdiction) to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect; provided that the Parties shall in such event then meet to negotiate in good faith and seek to agree a mutually satisfactorily valid and enforceable substitute provision.

15.7 Either Party may propose amendments to this Agreement to the extent necessary to ensure that any change to, or the coming into force of, any Industry Law or Industry Agreement shall not materially affect that Party's ability to perform any of its obligations under this Agreement.

15.8 Any such proposal shall be in writing and shall specify:

- (a) the Industry Law or Industry Agreement concerned;
- (b) where relevant the nature of the change to such Industry Law or Industry Agreement relied on by that Party;

- (c) the proposed amendments to this Agreement; and
 - (d) the reasons why it considers the proposed amendments to be within the scope of this Clause 15.8.
- 15.9 Unless the other Party serves a counter-notice within thirty (30) days of receipt of such proposal, such proposed amendment to this Agreement shall take effect upon the expiry of that thirty(30) day period. Where the other Party serves a counter-notice, both Parties shall negotiate in good faith the terms of any such variation, but if a variation to this Agreement has not been agreed and put into effect within 30 days after the issuance of such counter-notice, either Party shall be entitled to refer the matter to Expert determination pursuant to Clause 6.
- 15.10 The stipulations contained in the above Clauses 15.7, 15.8, and 15.9 shall not apply to any changes in respect of the New Wholesale Electricity Market envisioned by Clause 10.4 above, the procedure for the implementation of such changes being stipulated, exclusively, in Clause 17
- 15.11 Flogas Enterprise has created a Customer charter and the following codes of practice for Non-Household Customers, copies of which are available on request:
- (a) Code of Conduct for Marketing and Sign-Up;
 - (b) Code of Practice on Customer Billing and Disconnection; and
 - (c) Code of Practice on Complaints Handling Procedure
 - (d) Code of Practice on the Efficient Use of Electricity, which encompasses informing the Customer about measures and organisations that support the efficient use of energy (e.g. Carbon Trust <http://www.carbontrust.com/client-services/northern-ireland>).

16. CONFIDENTIALITY

- 16.1 Except as required by Industry Law both Parties shall procure that all information disclosed by one Party to the other in accordance with this Agreement or which may at any time until Termination of this Agreement come into the other Party's knowledge, possession or control shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any third party, except to their employees and authorised sub-contractors insofar as this may be required for the proper operation of this Agreement, and then only under appropriate confidentiality provisions approved by the other party in writing.
- 16.2 These obligations of confidentiality shall cease to apply to any particular item of confidential information if it:
- (a) becomes public knowledge other than by any act or default in breach of this agreement of either Party;
 - (b) is already in the receiving party's possession without obligation of confidentiality;
 - (c) is developed independently without reference to the confidential information; or

- (d) is obtained from a source other than the disclosing Party without obligation of confidentiality.

16.3 The receiving Party agrees to use the same care and discretion to avoid disclosure, publication or dissemination of the disclosing Party's confidential information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and in any event no less than a reasonable degree of care.

16.4 The Parties will notify their employees, agents and subcontractors of their obligations under this clause and will procure their compliance with those obligations and with all security requirements without exception.

16.5 Neither Party to this agreement will make any public statement or publicise the existence of any contractual arrangement or dispute unless agreed in writing by the Parties.

17. NOTICE OF CHANGE:

- 17.1 Where new changes are introduced pursuant to Clause 5.2, Flogas Enterprise shall, where possible, no less than fifteen (15) calendar days before the go-live date, give written notice to the Customer detailing the new changes to be incorporated into Schedule 1 of this Agreement (the "Notice of Change").

SCHEDULE 1: CHARGES

In accordance with Clause 5.3, Flogas Enterprise shall issue an invoice to the Customer ("Invoice") setting out the following information:

- (A) Energy Charges
- (B) Flogas Enterprise Management Fee
- (C) System Capacity Charges
- (D) SEM Market Operating Costs
- (E) DUoS Charges
- (F) TUoS Charges
- (G) Penalty Charges
- (H) PSO Charges
- (I) Electricity Tax Charges; and
- (J) Energy Efficiency Scheme Charge

A. ENERGY CHARGES

1. In respect of any consumed power, that is the subject of a fixed volume and price and where the Customer has chosen option (i) in Clause 5.9, the energy charge invoiced to the Customer per kWh will be the price calculated in accordance with Schedule 2. In respect of any consumed power, that is not the subject of a fixed volume and price and where the Customer has chosen option (ii) in Clause 5.9, the Energy Charge invoiced to the Customer per kWh will be the price of the relevant Imbalance Settlement Period.

B. FLOGAS ENTERPRISE MANAGEMENT CHARGE

The management charge from Flogas Enterprise to the Customer will be a flat fee of 0.7 c per kWh consumed by the Customer.

C. SYSTEM CAPACITY CHARGES

System Capacity Charges are payments to electricity generators for making capacity available to the market, to ensure the availability, adequacy and reliability of the System.

D. SEM MARKET OPERATING COSTS

The All-Island Single Electricity Market, the SEM, is administered by the Single Market Operator, SEMO, formed through a contractual joint venture between EirGrid and SONI.

From 1st October 2018, in addition to a market participation fee and, where Option (i) of Clause 5.9 applies, a market scheduling charge, the SEMO recovers from market participants its approved operational costs, capital costs associated with the establishment of the SEM, constraint costs associated with the balancing of the transmission systems, and constraints costs associated with generator units which are being tested. The SEM Charges *are payable annually* and consist of:

Imperfections Charge: This is to cover net payments to generators for constraints, uninstructed imbalances and make-whole payments. This Charge is levied in respect of Supplier Units, expressed in pound/MWh and is set in advance of each year. This is payable by all suppliers, and will be passed on to the Customer by Flogas Enterprise.

Variable Market Operator Charge: Applicable to all participants in respect of their Supplier Units, expressed in €/MWh.

Difference Payment Socialisation charge: This is a charge fund will build up a balance of money to be used to cover a potential deficit in payments (should receipts from Reliability Option difference payments be insufficient to cover the equivalent difference payments to Suppliers)

Currency Cost Price: The Currency Cost Price is to recover costs in relation to the anticipated variation between the dual currencies applied in the trading day exchange rate and at the Invoice day exchange rate.

Residual Error Volume Charge: The Residual Error Volume Charge is the charge to cover the anticipated net imbalance over the year.

E. DUoS CHARGES

1. Distribution tariffs are the Charges paid for using the distribution system. The tariffs are paid by the suppliers who use the system, and are passed on to end-users, including the Customer.
2. The CRU periodically carries out full reviews of ESB Networks' costs incurred in owning and operating the distribution system to ensure that only efficient levels of costs are collected through the distribution tariffs. The tariffs are updated annually.
2. The revenue the DSO is allowed to collect from customers is updated and refined each year and these 'allowed revenues' are used to calculate the distribution use of system, DUoS, tariffs, which are approved by the CRU. DUoS tariffs are charged to suppliers on the basis of the amount of network

capacity and energy used by their customers and includes standing Charges. There are different DUoS tariffs as confirmed annually by the CRU for different types of Customers, which are as follows:

DUoS Group	Description
DG1	Urban Domestic Customers
DG2	Rural Domestic Customers
DG3	Unmetered Public Lighting
DG4	Other Unmetered Connections
DG5	Low Voltage Non-Domestic Non-MD Customers
DG5a	Low Voltage Non-Domestic Non-MD Autoproducers (Exporters)
DG5b	Low Voltage Non-Domestic Non-MD Autoproducers (Importers)
DG6	Low Voltage Non-Domestic MD Customers
DG6a	Low Voltage Non-Domestic MD Autoproducers (Exporters)
DG6b	Low Voltage Non-Domestic MD Autoproducers (Importers)
DG7	Medium Voltage MD Customers
DG7a	Medium Voltage MD Autoproducers (Exporters)
DG7b	Medium Voltage MD Autoproducers (Importers)
DG8	38kV MD Looped Customers
DG8a	38kV MD Looped Autoproducers (Exporters)
DG8b	38kV MD Looped Autoproducers (Importers)
DG9	38kV MD Tailed Customers
DG9a	38kV MD Tailed Autoproducers (Exporters)
DG9b	38kV MD Tailed Autoproducers (Importers)
DG10	110kV MD Customers
TCON	Connected to the Electricity Transmission System

Note: "Low Voltage" is 230V single phase, or 400V three phase. "Medium Voltage" is 10kV or 20kV. "MD" is Maximum Demand, which is a term that relates to the way some customers are charged based on their maximum electrical capacity. "Looped" is a term used for larger customers who have a standby connection.

4. The combination of the type of use, the nature of the connecting network, the MIC, the MEC and the metering installation in the customer's connection agreement determines the DUoS Group.

F. TUoS CHARGES

1. To set such Charges, the CRU first determines the revenues that the transmission business can earn to cover the costs of both the TSO and the TAO. Each year the allowed revenue is refined in an annual review that updates a range of assumptions. This determines the allowed revenue in that relevant year which is then used to calculate tariffs and Charges to users of the transmission system.

2. The transmission tariffs that are approved by the CRU each year include TUoS Charges to generators and to Customers.

G. PENALTY CHARGES

For Customers directly connected to the Distribution Network, there are two possible penalties:

- a) Low Power Factor Surcharge: The low power factor surcharge applies when the metered kVAh is more than one third of the metered kWh in any two monthly period where NQH metering is installed or any monthly period where on-line interval, QH, metering is installed. The charge is applicable to the kVAh in excess of one third of the kWh for the billing period as calculated pursuant to the relevant Schedule of DUoS Charges.
- b) Breach of MIC: In the event that the peak demand (in kVA), exceeds the maximum import capacity (MIC), a surcharge of 6 x capacity charge rate x excess kVA will apply in the billing period for NQH installations and 5 x capacity charge rate x excess kVA for QH installations in the billing period, during which the MIC was exceeded. These multipliers are subject to change.

For Customers directly connected to the Transmission Network, there is one possible penalty:

- a) Breach of Demand Network Unauthorised Usage Charge: In the event that the peak demand (in kVA) exceeds the Customer's maximum import capacity (MIC) for the charging period, a surcharge of €642, which is subject to change, x MWh excess will apply in the billing period, during which the MIC was exceeded.

H. PSO CHARGES

1. The Public Service Obligation (PSO) charge is levied on all consumers of electricity, regardless of supplier, and appears a separate item on customer bills. All PSO Charges incurred in the provision of electricity by Flogas Enterprise to the Customer will be paid by the Customer.

I. ELECTRICITY TAX CHARGES

The Electricity Tax Charge represents an excise duty on electricity as required under the EU Energy Tax Directive 2003/96/EC. The Electricity Tax Charge will apply to all supplies of electricity made on or after 1st October 2008 by Flogas Enterprise to the Customer under this Agreement. The Tax Charge will be calculated pursuant to the appropriate charge rate applied. Where electricity is supplied to the Customer for Business Use a charge rate of €1.00 per megawatt hour will be applied. Where electricity is supplied to the Customer for Non-Business Use a charge rate of €1.00 per megawatt hour will be applied. The rates of Electricity Tax are subject to change.

J. ENERGY EFFICIENCY SCHEME CHARGE

The Energy Efficiency Scheme Charge represents the cost of the energy efficiency obligation scheme, which has been established to comply with European Union energy legislation.

Appendix 1: Power Supply Sites

Address	MPRN	Site Name
IDA Business and Technology Park, Carrictwohill, Co Cork	10000050072	StandardAero Components Services

SCHEDULE 2: CONFIRMATION OF HEDGED VOLUME

Pursuant to the Electricity Supply Agreement dated [_____], between Flogas Enterprise Limited ("Flogas Enterprise") and [_____] ("Customer") (the "ESA"), Customer and Flogas Enterprise agree the following transaction details on this [XX day of MMMMM, 20YY].

Terms:

1. Fixed Supply Period: 23:00 on XX MMMM, 20YY to 22:59 on XX MMMM, 20YY
2. Fixed Prices and Volumes:

Month	Day (08:00-22:59)		Night (23:00-07:59)	
	Fixed Price €/MWh	Fixed Volume kWh	Fixed Price €/MWh	Fixed Volume kWh
Average		N/A		N/A

3. Cost of consumed electricity:

During any given month in the Fixed Supply Period and in addition to any applicable charges calculated in accordance with 5. below, the Customer shall incur the cost of the volume of Day electricity consumed multiplied by the Fixed Price for Day electricity plus the cost of the volume of Night electricity consumed multiplied by the Fixed Price for Night electricity.

4. Usage Tolerance:

During any given month in the Fixed Supply Period and where the Fixed Volume represents 100% of the Customers expected consumption for the month, the Customer shall be permitted to use a maximum of [105]%, or a minimum of [95]% ("Usage Tolerance"), of i) the Day Fixed Volume and ii) separately, the Night Fixed Volume at the relevant Fixed Price for a given month. For clarity, if the Customer's usage in any given month is within these tolerance levels, no calculations made in accordance with 5. below will be applied.

5. Treatment of consumption outside Usage Tolerance:

If the Customer uses in any month during the Fixed Supply Period a quantity of Day electricity or, separately, of Night electricity, which either (a) exceeds 105% of the Fixed Volume, such excess being a "Top Up", or (b) is less than 95% of the Fixed Volume, such shortfall being an "Underuse", in each case other than due to the default of Flogas Enterprise, the Customer shall reimburse Flogas Enterprise any costs, expenses or liability incurred by Flogas Enterprise.

In the event of a Top Up in a given month during the Fixed Supply Period the Customer shall incur the cost, if positive, of purchasing:

- i) the additional Day electricity used in that month, which shall be calculated as being the Top Up multiplied by the result of the Day Top Up Volume Weighted Average Day Ahead Trade Price ("VWAP_{TD}") minus the Fixed Price; and
- ii) the additional Night electricity used in that month, which shall be calculated as being the Top Up multiplied by the result of the Night Volume Weighted Average Day Ahead Trade Price ("VWAP_{TN}") minus the Fixed Price.

The Day Top Up Volume Weighted Average Day Ahead Trade Price ("VWAP_{TD}") shall be calculated as follows:

$$VWAP_{TD} = \frac{\sum_{i=1}^n (TD_1 \times P_{DA_1}) + \dots + (TD_n \times P_{DA_n})}{\sum_{i=1}^n TD_1 + \dots + TD_n}$$

Where:

n is the total number of Day Ahead Trading Periods for Day electricity in a given month
 QD_i is the quantity of Day electricity consumed in Day Ahead Trading Period i
 TD_i is the value of QD_i minus the Fixed Volume Period in Day Ahead Trading Period i
 Fixed Volume Period is the Fixed Volume in a given month divided by n
 P_{DA_i} is the Day Ahead Trade Price in the corresponding Day Ahead Trading Period i

The Night Top Up Volume Weighted Average Day Ahead Trade Price ("VWAP_{TN}") shall be calculated as follows:

$$VWAP_{TN} = \frac{\sum_{i=1}^n (TN_1 \times P_{DA_1}) + \dots + (TN_n \times P_{DA_n})}{\sum_{i=1}^n TN_1 + \dots + TN_n}$$

Where:

n is the total number of Day Ahead Trading Periods for Night electricity in a given month
 QN_i is the quantity of Night electricity consumed in Day Ahead Trading Period i
 TN_i is the value of QN_i minus the Fixed Volume Period in Day Ahead Trading Period i
 Fixed Volume Period is the Fixed Volume in a given month divided by n
 P_{DA_i} is the Day Ahead Trade Price in the corresponding Day Ahead Trading Period i

In the event of an Underuse in a given month during the Fixed Supply Period the Customer shall incur the cost, if positive, of:

- i) the underused Day electricity in that month, which shall be calculated as being the Underuse multiplied by result of the Fixed Price less the Day Underuse Volume Weighted Average Day Ahead Trade Price ("VWAP_{UD}"); and
- ii) the underused Night electricity in that month, which shall be calculated as being the Underuse multiplied by result of the Fixed Price less the Night Underuse Volume Weighted Average Day Ahead Trade Price ("VWAP_{UN}").

The Day Underuse Volume Weighted Average Day Ahead Trade Price ("VWAP_{UD}") shall be calculated as follows:

$$VWAP_{UD} = \frac{\sum_{i=1}^n (UD_1 \times P_{DA_1}) + \dots + (UD_n \times P_{DA_n})}{\sum_{i=1}^n UD_1 + \dots + UD_n}$$

Where:

n is the total number of Day Ahead Trading Periods for Day electricity in a given month
 QD_i is the quantity of Day electricity consumed in Day Ahead Trading Period i
 UD_i is the Fixed Volume Period in Day Ahead Trading Period i minus the value of QD_i
 Fixed Volume Period is the Fixed Volume in a given month divided by n
 P_{DA_i} is the Day Ahead Trade Price in the corresponding Day Ahead Trading Period i

The Night Underuse Volume Weighted Average Day Ahead Trade Price ("VWAP_{UN}") shall be calculated as follows:

$$VWAP_{UN} = \frac{\sum_{i=1}^n (UN_1 \times P_{DA_1}) + \dots + (UN_n \times P_{DA_n})}{\sum_{i=1}^n UN_1 + \dots + UN_n}$$

Where:

n is the total number of Day Ahead Trading Periods for Night electricity in a given month
 QN_i is the quantity of Night electricity consumed in Day Ahead Trading Period i
 UN_i is the Fixed Volume Period in Day Ahead Trading Period i minus the value of QN_i
 Fixed Volume Period is the Fixed Volume in a given month divided by n
 P_{DA_i} is the Day Ahead Trade Price in the corresponding Day Ahead Trading Period i

Signed by a duly authorised representative of the Customer:


Signature: Brent Fawkes **Name:** Brent Fawkes **Position:** Brent Fawkes

Date: Sep 15, 2022

Signed by a duly authorised representative of Flogas Enterprise:

Signature: **Name:** **Position:**

Date:

SCHEDULE 3: DATA PROTECTION AGREEMENT ("DPA")

DATA PROTECTION AGREEMENT WITH FLOGAS ENTERPRISE LIMITED FOR THE PROVISION OF COMPANY ENERGY SERVICES

DATA PROTECTION:

"Data Protection Law" means the Data Protection Acts 1988 and 2003, as amended, updated, supplemented, repealed or replaced from time to time, and from 25 May 2018 includes the Data Protection Act 2018. If and to the extent that Flogas Enterprise Limited ("Flogas Enterprise") processes any personal data (as defined in Data Protection Law) (the "Personal Data") on the Customers behalf in connection with the provision of company energy services (the "Services"), the parties agree that the terms set out below will apply in respect of the Personal Data. In such circumstances, Flogas Enterprise acknowledges that the Customer is the data controller and Flogas Enterprise is the data processor, as each term is defined in Data Protection Law, and Flogas Enterprise agrees that:

- a. Flogas Enterprise processes Personal Data relating to the directors, managers and in general employees of the Customer ("Contact Person"), on behalf of the Customer in the context of providing the Services, for the duration of the Services being provided by Flogas Enterprise. The obligations and rights of the Customer shall be as set out in this DPA as supplemented Clause 14;
- b. Flogas Enterprise will only process the Personal Data in accordance with the documented instructions of the Customer, including with regard to transfers of personal data to a third country and solely as strictly necessary for the performance of its obligations as set out in this DPA;
- c. Flogas Enterprise shall ensure that the persons authorised by Flogas Enterprise to process the Personal Data are bound by appropriate confidentiality obligations;
- d. Flogas Enterprise shall implement such technical and organisational security measures as are required to comply with the data security obligations under Data Protection Law;
- e. Flogas Enterprise is authorised by the Customer to engage sub-processors, provided that Flogas Enterprise shall inform the Customer if it intends to replace any sub-processor or engage any other sub-processor, and provide the Customer with an opportunity to object to such changes.
- f. where any sub-contractor of Flogas Enterprise will be processing the Personal Data on behalf of the Customer, Flogas Enterprise shall ensure that a written contract exists between Flogas Enterprise and the sub-contractor containing provisions equivalent to those imposed on Flogas Enterprise in this DPA. In the event that any sub-processor fails to meet its data protection obligations Flogas Enterprise shall remain fully liable to the Customer for the performance of the sub-processor's obligations;
- g. Flogas Enterprise shall, taking into account the nature of the processing, assist the Customer by implementing appropriate technical and organisational measures (insofar as this is possible) to assist the Customer to comply with requests from data subjects to exercise their rights under Data Protection Law and any such assistance shall be at the cost of the Customer;
- h. Flogas Enterprise shall assist the Customer in ensuring compliance with its obligations in respect of security of personal data, data protection impact assessments and prior consultation requirements under Data Protection Law and any such assistance shall be at the cost of the Customer;
- i. Flogas Enterprise shall: (i) at the choice of the Customer, delete or return the Personal Data to the Customer when Flogas Enterprise ceases to provide services relating to data processing; and (ii) delete all existing copies of such personal data unless EU law or the laws of an EU Member State require storage of the personal data and any such return or deletion of data shall be at the cost of the Customer;
- j. Flogas Enterprise shall: (i) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this DPA; and (ii) make available to the Customer all information necessary to demonstrate compliance with and enable the Customer to audit the obligations laid down in this DPA provided that, in connection with (i) and (ii) above, Flogas Enterprise shall inform the Customer immediately if, in its opinion, it receives an instruction from the Customer which infringes Data Protection Law. For the purposes of demonstrating compliance with the data security obligations under Data Protection Law, the Customer agrees that it shall be sufficient for Flogas Enterprise to provide evidence of adherence by Flogas Enterprise to an approved code of conduct or an approved certification mechanism; and
- k. Taking into account the nature of the processing and the information available to Flogas Enterprise, Flogas Enterprise shall notify the Customer without undue delay after becoming aware of any personal data breach and provide the Customer with such reasonable co-operation and assistance as may be required to mitigate against the effects of, and comply with any reporting obligations which may apply in respect of, any such breach and any such assistance shall be at the cost of the Customer.