

GENERAL TERMS AND CONDITIONS

**FOR ACCESS TO BULGARTRANGAZ EAD INFORMATION SYSTEM FOR PROVIDING
OPERATIONAL DATA
ABOUT THE TRANSPORTED NATURAL GAS QUANTITIES
(COMPLETED HOURLY QUANTITIES)**

July 2013

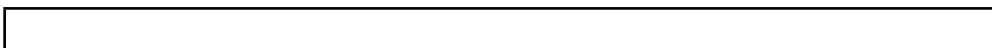


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I. General provisions.

1. These General terms and conditions govern the relationships between Bulgartransgaz EAD in its capacity of GAS TRANSMISSION SYSTEM OPERATOR on one hand and the USER – a person having signed a valid Transport contract for natural gas transmission or the OWNER - a person holding a connecting pipeline providing direct connection to the gas transmission network, and on the other hand the terms and conditions for providing operational data about the transported natural gas quantities (completed hourly quantities).
2. Information under item 1 is made available online by the Transmission system operator by providing access to its own information system.
3. Bulgartransgaz EAD shall provide the User/Owner with means for authentication (user name and password) for gaining access to its information system. The means for authentication are unique to each User/ Owner and cannot be transferred.
4. The Transmission system operator shall provide access of the User/Owner to the information system to obtain operational data about the transported natural gas quantities (completed hourly quantities) within 5 working days after signing an Agreement in the standard form approved by Bulgartransgaz EAD Management Board and published on the website of the Operator.
5. Relations between parties shall be governed by these General terms and conditions, the Agreement for providing access to the information system for operational data about the transported natural gas quantities (completed hourly quantities), as well as an Instruction for use of the information system provided by the Transmission system operator.
6. The data provided electronically (online) by the Transmission system operator about the completed hourly quantities is operational and will in no way be used for commercial purposes.

II. Submission of an application for access to the information system.

7. In order to gain access to the information system of the Operator the User/Owner shall submit an application stating the hand-over points at the exit points of the gas transmission network for which requests and is entitled to receive operational data about the transported natural gas quantities (completed hourly quantities) in accordance with the effective Transport contract.
8. The applications under item 7 shall be submitted in person at the Registry of the Transmission system operator, by registered mail or courier to the following address:
Bulgartransgaz EAD:
1336 Sofia Lulin 2 residential area
66 Pancho Vladigerov Blvd., post box 3.

III. Rights and obligations of the Transmission system operator.

9. Within 5 working days of receipt of the application the Transmission system operator shall send to the User/Owner an Agreement for providing access to the information system for operational data about the transported natural gas quantities (completed hourly quantities).
10. Once the User/Owner has signed and returned a copy of the Agreement, the Operator shall submit to the User or an authorized person, together with a receiving report, a sealed envelope containing the means for authentication (user name and password) and an Instruction for use of the information system. The sealed envelope with the user name and password and the Instruction for use shall be received in the Head office of the Operator.
11. The Transmission system operator shall provide operational data about the transported natural gas quantities (completed hourly quantities) about the exit points (by hand-over points), specified by the User in the application, which are included in the effective Transport contracts with the User. Operational data shall be provided to the Owner only about data of the metering line, to which the gas pipeline of the Owner is connected.
12. In case of User/Owner failure to perform their obligations, the Transmission system operator has the right to suspend the access to the information system.
13. The Transmission system operator shall not be liable for any damages or lost profits by the User/Owner and/or by third parties as a result of the suspension of access to the information system.
14. The transmission system operator has the right to expand or limit the scope of services covered by these General terms and conditions and amend the technical procedure concerning the provision of services through electronic channels for access. These actions of the Transmission system operator shall be based on changes of the requirements of the effective legislation, security reasons, etc.

IV. Rights and obligations of the User.

15. The User/Owner is obliged to protect and not provide the information obtained to third parties.
16. The User is obliged to use the information obtained only for the purposes of operational management of the activities related to the implementation of the Transport contract concluded between the parties.
17. The User/Owner is obliged to ensure the security of the means for authentication and not transfer them to persons other than those specified in the Agreement for providing access to the information system.
18. The User/Owner is obliged to strictly comply with the Instruction for use provided by the Transmission system operator under paragraph 10 hereof.
19. The User/Owner is obliged to follow any instructions of authorized representatives of the Transmission system operator related to the use of the information system.

20. The User/Owner is obliged to immediately notify the Transmission system operator about any committed or detected infringement when using the information system.
21. The User/Owner has the right of access to Bulgartransgaz EAD information system for providing data about the completed hourly quantities after identification by the means of authorization granted by the Transmission system operator.
22. By signing of agreements under Item 4 the User/Owner shall accept and declare that:
- 22.1. the data about the completed hourly quantities obtained by the information system is operational and will in no way be used for commercial purposes.
- 22.2. it is possible and permissible the sum of the completed hourly quantities to differ from the metered completed daily quantities.
- 22.3. it is possible the operational data about the transported quantities provided on the basis of these General terms and conditions and the Agreement to differ from the commercial data about the transported quantities under the Transport contract.

V. Disabling the access to information.

23. The User/Owner is entitled to request disabling their access to the information system without being obliged to specify a particular reason.
24. The User/Owner is obliged to immediately notify the Transmission system operator in case of reasonable doubt that the password for access and/or the other means for authentication provided by the Transmission system operator have become available to unauthorized third parties.
25. The request for disabling the access shall be made in writing and submitted in person, by registered mail or courier to the indicated in item 8 hereof address.

VI. Termination of access to the information system.

26. The Transmission system operator may terminate the User/Owner's access to the information system by unilaterally and without notice termination of the Agreement for access to the information system for operational data about the transported natural gas quantities (completed hourly quantities) in the following cases:
1. for breach of these General terms and conditions by the User/Owner.
 2. upon termination or cancellation of the Transport contract concluded with the User.
 3. in case of reasonable doubts about misuse of the information received.
 4. if the hand-over point, for which information is provided, is not operative.
 5. if the Owner has no effective contract for natural gas supply.

VII. Additional conditions.

2. The transmission system operator shall reserve the right to amend these General terms and conditions. Any amendments of the General terms and conditions shall be published on the website of the Transmission system operator.

3. The term „Operative hand-over point“ shall have the meaning according to the Rules for using Bulgartransgaz EAD gas transmission networks.
4. For any outstanding issues not specified in these General terms and conditions, the provisions of the effective legislation of the Republic of Bulgaria, the existing Transport contract with the User and Rules for using Bulgartransgaz EAD gas transmission networks shall apply.
5. These General terms and conditions have been approved by Decision № of the Bulgartransgaz EAD Management Board and published on the Company website.
6. These General terms and conditions can be amended and supplemented by resolution of Bulgartransgaz EAD Management Board.

AGREEMENT FOR PROVIDING ACCESS TO THE INFORMATION SYSTEM FOR OPERATIONAL DATA ABOUT THE TRANSPORTED NATURAL GAS QUANTITIES (completed hourly quantities)

Today, 2016 in Sofia between:

BULGARTRANGAZ EAD, having its seat and registered address at: Sofia 1336, Sofia Municipality, Sofia District, Liulin region, residential area Liulin2, 66 Pancho Vladigerov Blvd., registered in the Commercial Register of the Registry Agency with UIC 175203478, represented by Georgi Gegov – Executive Director, hereinafter referred to as **GAS TRANSMISSION SYSTEM OPERATOR** on one hand

and

....., having its seat and registered address at:, represented by, with UIC, hereinafter referred to as **USER**,

Having regarded that:

(A): The User is a registered user of Bulgartransgaz EAD gas transmission network and has an effective Transport contract;

(B): The User would like to gain access to Bulgartransgaz EAD information system providing data about the completed hourly quantities (information system);

(C): The User shall accept and declare that the data about the completed hourly quantities obtained from the information system is operational and will in no way be used for commercial purposes.

(D): The User has been informed and agrees that it is possible and permissible the sum of the completed hourly quantities to differ from the metered completed daily quantities.

(E): The User has been informed and agrees that in case of two or more Users with effective Transport contracts at the same hand-over point at the exit points, data about the transported quantities shall be provided in aggregate for all Transport contracts at that point;

(F): The User has been informed and agrees that in case of more than one Transport contracts with the same User at a particular exit point (hand-over point), the data shall be provided in aggregate for the entire portfolio of the User,

concluded this Agreement as follows:

- 1.** The Transmission system operator shall provide access to Bulgartransgaz EAD information system providing data about the completed hourly quantities (information system) according to the General terms and conditions for access to Bulgartransgaz EAD information system providing data about the transported natural gas quantities (completed hourly quantities) published on the website of the Transmission system operator.
- 2.** The User declares that he is aware of and accepts all the provisions of the General terms and conditions for access to Bulgartransgaz EAD information system providing data about the transported natural gas quantities (completed hourly quantities)
- 3.** Access to operational data about the transported natural gas quantities (completed hourly

**Standard form approved by Decision of the BTG
Management Board
dated 25.07.2013**

quantities) shall be provided in accordance with the General terms and conditions for access to Bulgartransgaz EAD information system providing data about the transported natural gas quantities (completed hourly quantities).

4. The Agreement shall enter into force as of the date of its signing up by the Parties.
5. This Agreement shall become automatically invalid upon the occurrence of any of the circumstances specified in item 26, Section VI of the General terms and conditions for access to Bulgartransgaz EAD information system.
6. In the cases referred to in item 5 the Operator shall disable the access of the User to the information system.
7. Parties shall designate the following persons as their authorized representatives:
 - 7.1. **For Bulgartransgaz EAD** –....., . e-mail:, tel.....
(full name, job position, address, phone number and fax)
 - 7.2. **For the User** -, e-mail:, Tel.
(full name, job position, address, phone number and fax)
8. All notices, letters and any other correspondence between the parties connected to the implementation of this Agreement will be sent to the addresses indicated above.
9. For any outstanding issues not specified in this Agreement, the provisions of the General terms and conditions for access to Bulgartransgaz EAD information system providing data about the transported natural gas quantities (completed hourly quantities) shall apply.
10. Neither Party shall be entitled to transfer rights and obligations under this Agreement to any third Party without the prior written consent of the other Party.
11. This Agreement was drawn up in two identical copies - one for each of the Parties.

FOR BULGARTRANSGAZ EAD

FOR

GEORGI GGOV
*Executive Director
of Bulgartransgaz EAD*

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