

CONTRACT FOR ACCESS AND NATURAL GAS STORAGE

No. / 2021

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This Contract for Access and Natural Gas Storage was signed on 2021..... between:

BULGARTRANGAZ EAD, registered under company file No. 16439/2006, with UIC 175203478, having its seat and registered address at the city of Sofia, residential area Lyulin 2, 66 Pancho Vladigerov blvd., hereinafter referred to as Combined Operator, represented by Vladimir Malinov – Executive Director of Bulgartransgaz EAD

and

....., having its seat and registered address at:, UIC, VAT No., represented by hereinafter Customer,

Bulgartransgaz EAD and, individually hereinafter refer to as the "Party" or collectively as the "Parties", the Parties agree as follows:

1. Definitions

For the purposes of this Contract, the following terms shall have the following meanings:

- **Natural gas** – mixture of hydrocarbons, consisting primarily of methane which at temperature 0°C and atmospheric pressure is in gaseous state;
- **Underground Gas Storage Chiren or underground gas storage Chiren /Chiren UGS/** – underground and surface equipment built on the basis of a depleted gas condensate field Chiren, property of Bulgartransgaz EAD, designed for natural gas storage;
- **GMS Chiren** – entry/exit point of the National Gas Transmission Network (NGTN) to Chiren UGS;
- **Underground gas reservoir (the Reservoir)** – the underground part of UGS Chiren where injected natural gas quantities actually stay prior to their subsequent withdrawal (production);
- **Withdrawal** – activities aimed at making certain quantities of natural gas, located in the underground gas reservoir of the gas storage, reach the transmission system;
- **Injection** – activities aimed at certain natural gas quantities from the gas transmission system to reach the underground gas reservoir of the gas storage facility in order to store them for a certain period of time;
- **Natural gas storage** – certain natural gas quantity staying in the underground reservoir for a certain period of time;
- **Chiren UGS Operator/Combined Operator/Operator** – Bulgartransgaz EAD, owner of Chiren UGS, holder of a natural gas storage license;
- **Working volume** – gas quantity in Chiren UGS above the buffer gas which can be injected or withdrawn;
- **Buffer gas** – the natural gas volume required to be available in the gas storage facility for operational purpose of the underground gas reservoir and in order to maintain a sufficient minimal reservoir pressure so as to realize the respective withdrawals from the gas storage facility;
- **Gas Metering Station (GMS) Chiren** – metering station equipped with devices for commercial metering of the natural gas entering through the gas transmission network from and to Chiren UGS (including natural gas for technological needs and fuel gas);
- **Withdrawal capacity** – natural gas quantity which can be withdrawn from Chiren UGS per unit of time (gas day); Withdrawal capacity depends on the working gas volume stored in the underground reservoir of Chiren UGS, the formation pressure in Chiren UGS and the technical capacity of Chiren UGS;
- **Injection capacity** – natural gas quantity which can be injected in Chiren UGS per unit of time (gas day); Injection capacity depends on the working gas volume stored in the underground reservoir of Chiren UGS, the formation pressure in Chiren UGS and the technical capacity of Chiren UGS;
- **Storage capacity** – maximum natural gas volume that can be stored in the underground gas reservoir at a certain time;
- **Services for access and natural gas storage** – include booking capacity for injection, withdrawal and storage in Chiren UGS in the name of the Customer, as well as natural gas injection, withdrawal and storage Chiren UGS within the capacity booked;
- **Capacity portfolio** – a set of all capacity products, which the Chiren UGS Operator books for the Customer according to a concluded storage contract;

- **Contracted/booked capacity** – capacity for injection, storage and withdrawal, in total of all capacity products allocated to the Customer, which the Operator books for the Customer, according to a concluded storage contract;
- **Firm injection/withdrawal capacity** – withdrawal/injection capacity that may be interrupted by the Operator subject to the conditions in Article 12.1;
- **Interruptible injection/withdrawal capacity** – withdrawal/injection capacity that may be interrupted by the Operator at any time in line with the conditions in Article 13.3 and 13.4;
- **Capacity product** – means capacity for injection, storage and withdrawal in Chiren UGS for a certain period of time; depending on the period of their duration, the capacity products are yearly, six-monthly, monthly, preliminary daily and day-ahead; depending on the possibility to be provided as bundled or unbundled, the capacity products are integrated and non-integrated;
- **Integrated capacity product** – a product that includes the simultaneous provision of a storage, injection and withdrawal capacity, allocated to the Customer by months in line with Section 6 and Section 7 of Rules for Use of Chiren UGS;
- **Non-integrated capacity product** – withdrawal, storage or injection capacity, provided apart from the integrated product, that can be booked separately;
- **Customer** – any physical or legal entity, holder of natural gas storage contract signed with Bulgartransgaz EAD;
- **Gas Day** – a period of time starting at 07:00 a.m. local time on the respective day and ending at 07:00 a.m. local time on the next day;
- **Gas Month** - a period of time starting at 07:00 a.m. local time on the first day of a given calendar month and ending at 07:00 a.m. local time on the first day of the next calendar month;
- **Gas Year** – a period of time starting at the beginning of the Basic injection period and ending at the end of the Basic withdrawal period;
- **Basic period for injection (injection period)** – the time period throughout which the Operator has the technical readiness to physically inject natural gas in the gas storage facility for the needs of the Customers (the specific start and end dates of the period are announced in advance publicly by the Operator for each Gas Year);
- **Basic period for withdrawal (withdrawal period)** – the time period throughout which the Operator has the technical readiness to physically withdrawal natural gas from the gas storage facility for the needs of the Customers (the specific start and end dates of the period are announced in advance publicly by the Operator for each Gas Year);
- **Contract for Access and Natural Gas Storage, Storage Contract, the Contract** – a contract between Bulgartransgaz EAD and a Customer, its subject includes services for access and natural gas storage in Chiren UGS for storage, injection and withdrawal capacity allocated in line with the Rules for Use of Chiren UGS.
- **EWRC** - Energy and Water Regulatory Commission.

2. Subject of the Contract for Access and Storage

2.1. The Customer shall award, and the Chiren UGS Operator shall accept to perform services for access and natural gas storage in Chiren UGS to the amount of the contracted natural gas injection, storage and withdrawal capacity from the Customer's Portfolio against payment of a price to the amount and in line with the terms and conditions hereof.

2.2. Capacity products' size and types constituting the Customer's Capacity Portfolio, excluding day-ahead and preliminary daily capacity products, are specified in Appendix No.1, and the size of the contracted preliminary daily capacity product is specified in Appendix No.2.

Appendix No.1, including Appendixes No.1A, 1B and 1C and Appendix No.2 are an integral part of this Contract and shall be signed by the Parties when concluding the Contract.

2.3. In the event that after concluding this Contract, the Customer has been allocated additional capacity products in accordance with the Rules for Use of Chiren UGS, the Parties shall sign an updated Appendix No.1, including Appendix No.1A, 1B and 1C and Appendix No.2, as the case may be.

2.4. Day-ahead capacity product allocated in line with Article 7.6 is automatically added by the Operator to the Customer's Capacity Portfolio.

2.5. The ownership of the natural gas handed over for storage shall not be transferred to the Chiren UGS Operator.

2.6. All outstanding issues under this Contract concerning the transport from entry points to exit points of the gas transmission network, including entry and exit transmission capacity at GMS Chiren, the terms and conditions and the procedures set out in the Harmonized Natural Gas Transport Contract and the Contract for Purchase and Sale of Natural Gas for Balancing, published on Bulgartransgaz EAD website shall apply.

3. Rights and obligations of the Parties

3.1. Rights and obligations of the Chiren UGS Operator

3.1.1. Chiren UGS Operator is entitled to:

- (a) receive payment for the provided services for access and natural gas storage;
- (b) limit or terminate natural gas injection or withdrawal in case of unfulfilled payment obligations of the services for access and natural gas storage;
- (c) limit or terminate the natural gas injection and/or withdrawal in the instances under Section 12 hereof;
- (d) confirm the monthly withdrawal/injection nomination to the amount of the booked injection and withdrawal capacities from the Customer's Capacity Portfolio, taking into account the amount of the booked storage capacity of the Customer, as well as the currently stored quantities of natural gas. Injection nominations are confirmed up to the amount of the available part of the allocated storage capacity of the Customer, and the withdrawal nominations are confirmed up to the amount of the natural gas quantities stored in Chiren UGS at the time of the withdrawal nomination of the Customer;
- (e) partially confirm or fully reject a daily nomination, depending on the technical and technological capabilities of Chiren UGS;
- (f) reject withdrawal/injection nomination when:
 - the nomination is not submitted in accordance with Appendix No.3 and No.4 - only for monthly nominations;
 - the nomination is submitted after the deadline for submission of nominations;
- (g) dispose of the residual gas quantities in accordance with the Rules for Use of Chiren UGS. The funds received, after deductions have been made, are refunded to the Customer to its bank account.

3.1.2. Chiren UGS Operator is obliged to:

- (a) invoice on a monthly basis the value of services provided hereunder;
- (b) notify in due time about any failure of the Chiren UGS facilities and/or the introduction of a limitation regime, in case this may lead to allocation of quantities other than those

confirmed for injection/withdrawal, the nature of the failure and the expected period for its elimination, as well as the expected injection/withdrawal capacity limitations.

- (c) execute the confirmed injection/withdrawal nominations, except for cases as provided in the Contract.

3.2. Rights and obligations of the Customer

3.2.1. The Customer is entitled to:

- (a) receive information on the injected/withdrawn quantities no later than 02:00 p.m. on the following gas day via the CDP Platform.

3.2.2. The Customer is obliged to:

- (a) pay on time the value of the services for access and natural gas storage in accordance with the invoices issued by the Operator;
- (b) use the services under the Contract in line with and up to the amount of the capacity products from its Capacity Portfolio;
- (c) secure continuous (24-hour) round-the-clock communication with the Operator in accordance with the communication regime set out herein;
- (d) organize its withdrawal nominations in such a way that at the end of each gas month its available quantities in Chiren UGS shall be less than or equal to its contracted storage capacity for the following month;
- (e) organize its withdrawal nominations in such a way that at the end of the withdrawal period it shall have withdrawn all the natural gas injected and stored under this Contract.
- (f) upon signing this Contract to present a security for the payments hereunder, according to Article 11, and to maintain in force the security during the whole term of the Contract;

4. Contract term of validity

4.1. The Contract becomes effective as of the date of its signature and shall be executed from 07:00 a.m. on by 07:00 a.m. on

4.2. The Customer shall be liable to withdraw the whole natural gas stored in Chiren UGS hereunder no later than the last gas day of the natural gas storage capacity booked under this Contract.

5. Contract termination

5.1. The Contract shall terminate in the following cases:

5.1.1. Upon the expiry of the term under Article 4.1;

5.1.2. By mutual agreement in writing;

5.1.3. In case of culpable non-performance by one of the Parties, provided that no performance resulted within a 30-day term as of the receipt of an invitation to perform sent to the other Party.

5.1.4. Unilaterally by the Operator under Article 10.13.

5.2. In case of contract termination under Article 5.1.3. through the fault of the Customer, the latter owes compensation to the Operator in the amount of 100% of the value of the unrealized services for access and natural gas storage as a result of the Contract termination.

6. Contracted storage, injection and withdrawal capacity

6.1. The contracted storage capacity is in line with Appendix No.1A.

6.2. The contracted injection capacity on daily basis allocated by gas months is in line with Appendix No.1B and Appendix No.2.

6.3. The contracted withdrawal capacity on daily basis allocated by gas months is in line with Appendix No.1C and Appendix No.2.

6.4. The contracted preliminary daily injection/withdrawal capacity is in line with Appendix No.2.

6.5. Injection/storage/withdrawal capacity shall be provided by the Operator in the form of capacity products according to Appendix No.1 and No.2. and shall be allocated according to the provisions of the Rules for Use of Chiren UGS.

7. Injection/withdrawal nominations Allocation of day-ahead capacity product

7.1. No later than 12:00 p.m. on the last business day of the current month, the Customer submits to the Chiren UGS Operator a monthly nomination for injection/withdrawal with quantities for each day of the next gas month (Appendix No.3 and No.4), within the contracted injection and withdrawal capacities and in accordance with the contracted storage capacity. In case the Customer fails to submit a monthly nomination within the specified deadline, it shall be considered that the Customer wants no quantities to be injected/withdrawn during the respective month.

7.2. No later than 5:00 p.m. on the last gas day of the current month, the Chiren UGS Operator confirms up to the amount of the booked injection and withdrawal capacities or rejects the monthly nomination for the next gas month.

7.3. No later than 12:00 p.m. on the current gas day, the Customer has the right to submit to the Operator a daily nomination for injection/withdrawal for the next gas day. Daily nominations shall be submitted via the Operator's platform (CDP), for which the Customer should provide the necessary authorized access. In case of technical or communication failures in the CDP's functioning, following the Operator's confirmation for the presence of such, for the time being a daily nomination can be submitted by the Customer in .xml format by email.

7.4. In case the Customer fails to submit a daily nomination within the specified deadline, the quantities according to the last monthly nomination confirmed by the Operator under Article 7.2 shall be considered as a validly nominated quantities for injection/withdrawal or it shall be considered that the Customer wants no quantities to be injected/withdrawn during the respective gas day, if no monthly nomination has been submitted.

7.5. No later than 5:00 p.m. on the current gas day, the Operator fully or partially confirms or rejects the daily nomination for the next gas day depending on the technical and technological capabilities of Chiren UGS.

7.6. The quantities for injection/withdrawal in the daily nomination can exceed the contracted capacity, as the part/amount exceeding the capacity is considered by the Operator as a binding nomination for booking a non-integrated day-ahead capacity product for the day to which the nomination refers. Based on the total injection/withdrawal quantities nominated by all customers, the available non-integrated injection/withdrawal day ahead capacity for the respective day and the technological capabilities for injection/withdrawal of Chiren UGS and in the presence of a security under Article 11.8, the Operator determine what part of the nomination can be executed and confirms the relevant quantities. The part of the confirmed day-ahead nomination that exceeds the contracted injection/withdrawal capacity is considered as allocated non-integrated day-ahead product and shall be paid by the Customer in line with Article 10.1 of the Contract.

7.7. For day-ahead capacity allocation, if the amount of the exceeding capacity booked for all Customers requesting injection/withdrawal for the respective day is greater than the technological capability of the

Operator to provide day-ahead injection/withdrawal capacity, the Operator shall apply the pro-rata allocation principle for the quantities exceeding the capacity booked of each user.

8 Allocation of the injected/withdrawn quantities

8.1. On a daily basis Chiren UGS Operator shall allocate to the Customer injected/withdrawn natural gas quantities equal to the confirmed ones, except for instances as per Article 8.2.

8.2. In case of exceptional events, unscheduled urgent repairs, emergency or force majeure situations or those listed in Article 12, the allocation of the injected/withdrawn quantities shall be carried out on a daily basis, as the injected/withdrawn quantities measured by the commercial devices at Chiren UGS for the respective gas day shall be allocated between the Customers pro rata to the confirmed nominations.

8.3. The allocation of the injected/withdrawn quantities shall be made daily in energy units, and the Operator shall submit information about the allocated quantities for the respective gas day on the CDP no later than 2:00 p.m. on the next gas day.

8.4. By the fifth day of the month following the reporting month, the Operator shall prepare a Monthly Act for the injected/stored/withdrawn natural gas quantities, broken in days, during the reporting month, on the basis of the allocated quantities, according to Article 8.1. or Article 8.2., as well as on the basis of the day-ahead capacity products allocated under Article 7.6. and Article 7.7. during the reporting month (Appendixes No.5 and 6).

8.5. The Monthly Act contains the following information, by days:

- (a) injection/withdrawal nominations confirmed by the Operator;
- (b) injected/withdrawn natural gas quantities allocated by the Operator;
- (c) booked day-ahead capacity products during the reporting month.

8.6. In case the second day of the month is a holiday, such Monthly act under Article 8.4 shall be prepared on the first business day following the holiday.

9. Price

9.1. The Customer shall pay the value of the services for access and natural gas storage at the prices approved by EWRC and effective at time of providing the services.

9.2. Prices for access and natural gas storage shall be approved and regulated by the Energy and Water regulatory Commission. Any change in these prices shall become effective automatically for the Parties hereto as of the effective date thereof.

9.3. Prices applicable to the respective pricing period are published on the Operator's website.

9.4. The price for injected, stored or withdrawn natural gas quantities shall be charged upon the injection of the natural gas quantities for storage.

10. Invoicing. Procedure, terms and mode of payment. Penalties.

10.1.1. Not later than the fifth day of the current month based on the booked capacity products for the current month according to Appendix No. 1, the Operator shall prepare and submit to the Customer an invoice for payment that includes:

- Part of the value of the booked integrated yearly product determined by the ratio between the number of days in the current month, falling into a period of withdrawal or in a period of injection and the number of days of the total period for injection and withdrawal.

- Part of the value of the booked integrated 6-monthly product determined by the ratio between the number of days in the current month, falling into a period of withdrawal or in a period of injection covered by the product and the number of days of the total period for injection and withdrawal covered by the time period of the integrated 6-monthly product.
- The value of the monthly capacity products booked for the current month for injection, storage and withdrawal.
- The value of the preliminary daily capacity products booked for the current month for injection and withdrawal.

10.1.2. Not later than the fifth day of the month on the basis of the booked day-ahead capacity products and the allocated quantities for injection for the previous month, according to the Monthly Act under Article 8.4, the Operator shall prepare and submit to the Customer an invoice for payment that includes:

- The value of the day-ahead capacity products booked for the previous month for injection and withdrawal.
- The value determined by the application of the price for injected, stored and withdrawn natural gas quantities on the allocated injected natural gas quantities during the previous month.

10.1.3. In case the fifth day of the month is a holiday, invoices under Article 10.1.1 and 10.1.2 shall be prepared and submitted on the first business day following the holiday.

10.2. The Customer shall be entitled to contest the full invoiced amount or part of it, also based on contesting the Monthly Act under 8.4., or provide further evidence accepted by the Operator, that impose change in the invoices and shall be obliged to pay the full amount of the invoice valid on the due date of the payment and regardless of the dispute.

10.3. The Operator shall reimburse all overpayments proven by the Customer and/or due to mistakes, and the Customer shall pay all uncollected amounts arising as a result of errors on issued invoices, within 5 (five) days from the establishment of the error/acceptance of the evidence.

10.4. Amounts on issued invoices may not be adjusted as a result of a dispute filed after the expiration of a 3 (three) months period from the date of issuance of the respective invoice.

10.5. The Operator shall send the invoice by courier and electronically in Bulgarian or English.

10.6. The Customer shall pay the amounts on the invoice not later than the 10th day of the month of invoicing after receiving the invoice electronically at the email address indicated by the Customer in the Contract for Access and Storage.

10.7. In instances where the deadline for payment expires on a holiday, payment of the amount due shall be made by the first business day following the payment deadline.

10.8. In case the Customer fails to pay the due amounts within the deadline under Article 10.6, the Customer owes to the Operator a penalty, in the amount of the legal interest on the unpaid amount, for the whole period of delay, including the day of the final payment.

10.9. In case the Customer fails to pay the amounts due hereunder by the 17th day of the invoicing month, after sending electronically a two-day notice to the Customer, the Operator has the right to use the provided financial security up to the amount due, together with the due penalty for delay.

10.10. When transferring between two Customers of yearly and six-monthly integrated capacity products effective as of the date of the transfer, as a result of a transaction on the secondary market, the payment obligations for the products subject to transfer are transferred to the customer who acquired the capacity product from the beginning of the month following the date of transfer.

10.11. When transferring storage, injection or withdrawal capacity, part of allocated integrated products (partial transfer of an integrated product) on the secondary market, the payment obligation of the initially allocated integrated products remains with the transferring customer.

10.12. When registering a transfer of capacity products prior to the initial period of validity of the respective products, the obligation to pay them shall be transferred to the customer who has acquired the respective capacity product.

10.13. In the event that within the current month of utilization of the provided security or within 5 days of utilization, whichever occurs later, the Customer fails to reimburse it to the due amount, after sending a two-day notice electronically, the Operator has the right to terminate the Contract for Access and Storage with a unilateral written statement to the Customer.

10.14. Payments shall be deemed to have been made on time if the amount due has been transferred to the specified bank account by the end of the day set as the last date for payment of the specific payment.

10.15. All payments shall be made in BGN or in its equivalent in EUR, calculated at the fixed exchange rate of the BNB, by bank transfer, to the bank accounts of Bulgartransgaz EAD indicated in the invoice.

11. Financial security

11.1. In order to guarantee payments under the Contract, each user shall provide financial security in one of the following forms:

11.1.1. Deposit of a sum of money to the bank account of the Operator.

11.1.2. Bank guarantee opened in favour of the Operator.

11.2. The deposit amounts shall be made in BGN or in its equivalent in EUR, calculated at the fixed exchange rate of the BNB and is certified by a payment order for the paid amount. The payment order shall state "deposit, financial security, services for access and natural gas storage".

11.3. The bank guarantee should be unconditional, irrevocable, with the possibility of utilization in whole or in part. The guarantee must contain an obligation of the guarantor bank to make an unconditional payment at the first written request of Bulgartransgaz, in case the Customer has failed to fulfil its obligation to pay amounts due under a concluded Storage Contract. A bank guarantee standard form is enclosed to the Contract for Access and Storage (Appendix No. 8).

11.4. The bank guarantee shall be issued in BGN or in its equivalent in EUR, calculated at the fixed exchange rate of the BNB by a bank in the European Union with a minimum credit rating "B", according to the classification of Standard and Poors, or its equivalent in the classification of other rating companies, in accordance with the enclosed standard form and should be valid for at least 6 (six) months from the date of incorporation.

11.5. The bank guarantee shall be renewed at least 45 days before its expiry date.

11.6. In case of non-renewal of a bank guarantee within the term of Article 11.5, the Operator may suspend the injection and withdrawal services to the Customer until fulfilment of the condition under Article 11.4. Recovery of injection and withdrawal services shall depend on the available capacity for their implementation.

11.7. The Operator keeps records of the status of the provided security by reserving (locking) amounts, releasing reserved amounts, as well as updating the provided security in accordance with the Customer's actions.

11.8. The Customer has the right to nominate capacity products by participating in the day-ahead capacity products allocation procedures, to the value guaranteed by the available financial security at the time of the procedures.

11.9. The required financial security for the individual capacity products is set, as follows:

- (a) For integrated yearly capacity product – an amount of 10% of the value of the booked integrated yearly product equal to the amount of the booked capacity products, multiplied by the price applicable as at the allocation procedure date, including VAT for that product;
- (b) For integrated six-monthly capacity product - an amount of 17% of the value of the booked integrated six-monthly capacity product, equal to the amount of booked capacity products, multiplied by the price applicable as at the allocation procedure date, including VAT for that product;
- (c) For monthly capacity products for injection, storage and withdrawal - an amount of 100% of the value of the booked monthly capacity products, equal to the amount of booked capacity, multiplied by the price applicable as at the allocation procedure date, including VAT for the respective product;
- (d) For allocated preliminary daily capacity products for injection and withdrawal - an amount of 100% of the value of booked preliminary daily capacity products, equal to the amount of booked capacity multiplied by the price applicable as at the allocation procedure date, including VAT for the respective product;
- (e) For allocated day-ahead capacity products for injection and withdrawal - an amount of 100% of the value of the booked capacity product, equal to the amount of booked capacity multiplied by the price applicable as at the allocation procedure date, including VAT for the respective product.

11.10. When transferring capacity products to the secondary market, except for the instances under Article 10.11, the acquiring Customer is required to provide the financial security under Article 11.9, depending on the acquired capacity products.

11.11. The transfer of capacity products cannot be registered unless the acquiring Customer has provided the necessary financial security.

11.12. When transferring capacity products between two Customers, as a result of a transaction on the secondary market, except for the instances under Article 10.11, the Operator shall release the financial security from the transferring Customer for the transferred products, following a written request of the Customer in line with Article 11.19.

11.13. The financial security can be utilized according to Article 10.9.

11.14. Upon utilization of the financial security, the Operator shall notify the Customer by fax or email.

11.15. Within 5 days of the notification, the Customer is obliged to restore the security to the amount covering at least the amount required under Article 11.9.

11.16. All costs related to opening and utilization of a bank guarantee shall be borne by the Customer.

11.17. The Operator owes no interest to the customer for the time during which the amount of the guarantee deposit has remained with him, nor collateral for any additional payments of fees, expenses, etc., related to the provided financial security (guarantee).

11.18. The Customer may submit an application for the release of the available financial security in the absence of outstanding liabilities to the Operator at the time of submission of the application.

11.19. Following a verification of any Customer's outstanding liabilities, the Operator shall refund an amount up to the requested available financial security, and/or release or replace bank guarantees within 5 (five) days from submission of the application.

11.20. The amounts release date from the provided financial security may not be earlier than:

- (a) for booked amounts for allocated integrated yearly and six-monthly capacity products - 3 (three) days after the payment date of the last of the monthly instalments of the respective product.
- (b) for booked amounts for allocated monthly capacity products, preliminary daily products and day-ahead products - 3 (three) days after the payment date of the respective product;

12. Cut-off and limitation of natural gas injection/withdrawal

12.1. Chiren UGS Operator shall have the right to cut off or limit withdrawal or injection of natural gas in the following events:

12.1.1. in case of immediate threat to life, health or property of people and at the time of avoiding such circumstances;

12.1.2. in the event of force majeure;

12.1.3. when carrying out scheduled reconstructions and repair works on facilities of the gas transmission system and/or Chiren UGS facilities;

12.1.4. upon emergencies or any other technological reasons that are beyond the control of the Operator;

12.1.5. in case of emergency repair works on facilities of the gas transmission system and/or Chiren UGS facilities;

12.1.6. upon failure to provide the required financial security under the Contract;

12.1.7. in case of a restrictive regime introduced;

12.2. Chiren UGS Operator shall bear no responsibility before the Customer for any damages and/or lost profits as a result of a cut-off or limitation in the natural gas withdrawal or injection in the events specified in Article 12.1.

13. Conditions, procedure and deadlines for notifications in case of cut-off or limitation of natural gas injection/withdrawal and at the time of their recovery. Interruption of interruptible capacity

13.1. Annually, no later than 15 November, Chiren UGS Operator shall publish on its website a Schedule of planned repair works and reconstructions of facilities of the gas transmission network and Chiren UGS facilities. The schedule contains data on the type of repairs, their expected duration and the expected limitations in capacity.

13.2 In case of change of the scheduled repairs announced under Article 13.1, the Operator announces on its website the changed periods for scheduled maintenance of its facilities not later than 30 days before the beginning of each period and notifies the Customer in writing.

13.3. In the event of emergency repairs for removal of defects or consequences of failures, the Operator shall immediately inform the Customer of the probability of interruptions or of any already occurred interruptions of capacity and their duration.

13.4. Chiren UGS Operator shall have the right to interrupt (partially or completely) the contracted interruptible withdrawal/injection capacity due to technological reasons, as well as with a view to securing the contracted firm withdrawal/injection capacity.

13.5. Chiren UGS Operator shall immediately notify the Customer of any interruptions under Article 13.4 and the expected duration thereof.

14. Communications

14.1. All correspondence between the Parties shall be in writing and shall be sent by email, fax, courier or registered mail to the addresses of the headquarters of both Parties indicated at the beginning of the Contract, except for daily nominations under Article 7, which shall be submitted by CDP.

15. Force majeure

15.1. The parties shall be released from liability for failure to perform their obligations where the impossibility of performance is due to force majeure. If the Party is in delay, it cannot claim force majeure. The force majeure is unforeseeable or unavoidable event or circumstance, or a combination of events and/or circumstances of extraordinary nature that took place after signing of the Contract and being causally related to the default or delay.

15.2. Force majeure includes, but is not limited to, any of the following: natural or technogenic disasters – floods, earthquakes, landslides, fires, explosions at wells as a result of natural reservoir depressurization, cut-off in gas supplies to the gas transmission system, terrorist acts, wars and military operations (regardless of whether announced or not), actions of civil or military authorities, expiry or cancellation of consents, order by a competent court or regulatory authority, riots, civil disturbance, sabotage and operations similar to military operations.

15.3. The Party which cannot perform its obligations due to force majeure after the occurrence of that event shall immediately notify the other party thereof and shall within 10 days of the occurrence of the event provide the other Party if possible with detailed information about its expected duration, the reason for the non-performance of its obligations and the expected time for resuming the performance of its obligations hereunder. In case of non-notification, no force majeure can be invoked.

15.4. Within 15 days of the notification under Article 17.3, the Party claiming force majeure must send a written confirmation issued by an official organization /Bulgarian Chamber of Industry and Commerce/ and/or any other competent institution indicating the causal connection between force majeure and the impossibility of performance. Notification should also be sent in case of termination of the force majeure within the above-mentioned period.

15.5. As long as force majeure is in place, the performance of the obligations and the relevant counter obligations shall cease. The relevant deadlines shall be extended by the time during which force majeure was present.

15.6. The Party affected by force majeure undertakes to take all appropriate technical, organizational and other possible and reasonable measures to restore the conditions for the fulfilment of its obligations hereunder.

15.7. If the force majeure lasts for more than 90 days and one of the parties no longer has an interest in the performance of the Contract, it has the right to terminate it.

15.8. Insolvency (regardless of the reason for its occurrence) of any of the parties does not constitute force majeure.

16. Confidentiality

16.1. Neither Party shall have the right to disclose any information to third parties that had become aware of during or in connection with the execution of this Contract, except where such information:

- has already been made available to the public at the time of the Contract conclusion or may be received from other sources without limitations or breach of this confidentiality clause;
- must be accessible to third parties due to the requirements of the Bulgarian or the European legislation, judgement or a decision issued by a competent public authority.

17. General provisions

17.1. Neither Party shall have the right to transfer any rights and obligations hereunder to third parties without the prior written consent of the other Party.

17.2. This Contract is signed in two identical counterparts, one for each Party hereto.

17.3. All amendments and supplements to the Contract shall be considered valid only if made in writing and signed by both Parties.

17.4. Appendixes No. 1 - 8 are an integral part of this Contract.

17.5. Any dispute that may arise in connection with this Contract shall be settled by negotiations and agreement between the Parties.

17.6. In case no agreement is reached on the dispute, it will be referred to the competent Bulgarian court.

17.7. For any outstanding issues in this Contract, the Rules for Use of Chiren UGS, adopted by Decision under Minutes of Meeting No. 503/19.01.2021 of Bulgartransgaz EAD Management Board effective as of 19/01/2021 and the provisions of the current legislation of the Republic of Bulgaria shall apply.

The following appendixes are an integral part of this Contract:

- Appendix No. 1 – Allocated capacity products;
- Appendix No. 1A – Contracted storage capacity;
- Appendix No. 1B – Contracted injection capacity allocated by gas months;
- Appendix No. 1C – Contracted withdrawal capacity allocated by gas months;
- Appendix No. 2 – Contracted preliminary daily capacity for injection/withdrawal;
- Appendix No. 3 – Monthly injection nomination;
- Appendix No. 4 – Monthly withdrawal nomination;
- Appendix No. 5 – Monthly Act for natural gas quantities injected in Chiren UGS, stored in the underground reservoir;
- Appendix No. 6 – Monthly Act for natural gas quantities withdrawn from Chiren UGS, storage in the underground reservoir;
- Appendix No. 7 – Contact details for 24-hour communication between the Parties;
- Appendix No. 8 – Bank guarantee standard form.

For Bulgartransgaz EAD:

Vladimir Malinov
Executive Director

For :

ALLOCATED CAPACITY PRODUCTS

Under services for access and natural gas storage in Chiren UGS; Gas Year 2021 - -2022

User

1. Allocated yearly integrated capacity: pcs. units;

Month	Number of days	INJECTION capacity Firm	STORAGE capacity	WITHDRAWAL capacity Firm
		[kWh/d]	[kWh]	[kWh/d]
April	15 (15-30)	0	0	
May	31 (1-31)	0	0	
June	30 (1-30)	0	0	
July	31 (1-31)	0	0	
August	31 (1-31)	0	0	
September	30 (1-30)	0	0	
October	15 (1-15)	0	0	
November	30 (1-30)		0	0
December	31 (1-31)		0	0
January	31 (1-31)		0	0
February	28 (1-28)		0	0
March	31 (1-31)		0	0

2. Allocated six-monthly integrated product: pcs. units;

Month	Number of days	INJECTION capacity Firm	STORAGE capacity	WITHDRAWAL capacity Firm
		[kWh/d]	[kWh]	[kWh/d]
April	15 (15-30)			
May	31 (1-31)			
June	30 (1-30)			
July	31 (1-31)	0	0	
August	31 (1-31)	0	0	
September	30 (1-30)	0	0	
October	15 (1-15)		0	
November	30 (1-30)		0	0
December	31 (1-31)		0	0
January	31 (1-31)		0	0
February	28 (1-28)			
March	31 (1-31)			

3. Allocated monthly firm non-integrated product:

Month	Number of days	INJECTION capacity Firm	STORAGE capacity	WITHDRAWAL capacity Firm
		[kWh/d]	[kWh]	[kWh/d]
April	15 (15-30)	0	0	
May	31 (1-31)	0	0	
June	30 (1-30)	0	0	
July	31 (1-31)	0	0	
August	31 (1-31)	0	0	
September	30 (1-30)	0	0	
October	15 (1-15)	0	0	
November	30 (1-30)		0	0
December	31 (1-31)		0	0
January	31 (1-31)		0	0
February	28 (1-28)		0	0
March	31 (1-31)		0	0

4. Interruptible monthly non-integrated product:

Month	Number of days	INJECTION capacity Interruptible	WITHDRAWAL capacity Interruptible
		[kWh/d]	[kWh/d]
April	15 (1-15)		0
May	31 (1-31)		0
June	30 (1-30)		0
July	31 (1-31)		0
August	31 (1-31)		0
September	30 (1-30)		0
October	15 (1-15)		0
November	30 (1-30)	0	
December	31 (1-31)	0	
January	31 (1-31)	0	
February	28 (1-28)	0	
March	31 (1-31)	0	

5. Allocated firm non-integrated preliminary daily product: *According to Appendix No.2 to the Contract for each month for which the Customer has submitted a nomination*

6. Booked integrated capacity products, acquired as a result of a transfer on the secondary market

Month	Number of days	INJECTION capacity Firm	STORAGE capacity	WITHDRAWAL capacity Firm
		[kWh/d]	[kWh]	[kWh/d]
April	15 (15-30)	0	0	
May	31 (1-31)	0	0	
June	30 (1-30)	0	0	
July	31 (1-31)	0	0	
August	31 (1-31)	0	0	
September	30 (1-30)	0	0	
October	15 (1-15)	0	0	
November	30 (1-30)		0	0
December	31 (1-31)		0	0
January	31 (1-31)		0	0
February	28 (1-28)		0	0
March	31 (1-31)		0	0

Date:

For Bulgartransgaz EAD:

For the Customer:

Vladimir Malinov
Executive Director

/name, surname, position/

CONTRACTED STORAGE CAPACITY

Customer..... for Gas Year 202....

under Contract No.202...

Month, calendar year	Storage Capacity
	Firm
	[kWh]
April 2021	
May 2021	
June 2021	
July 2021	
August 2021	
September 2021	
October 2021	
November 2021	
December 2021	
January 2022	
February 2022	
March 2022	
TOTAL	0

For the Customer:

For the Operator:

.....
/name and surname/

.....
/name and surname/

.....
/Signature/

.....
/Signature/

**CONTRACTED INJECTION CAPACITY
ALLOCATED BY GAS MONTHS**

Customer..... for Gas Year 202....

under Contract No.202...

Month, calendar year	Injection capacity	Injection capacity
	Firm	Interruptible
	[kWh/d]	[kWh/d]
April 2021		
May 2021		
June 2021		
July 2021		
August 2021		
September 2021		
October 2021		
November 2021		
December 2021		
January 2022		
February 2022		
March 2022		
TOTAL	0	0

For the Customer:

For the Operator:

.....
/name and surname/

.....
/name and surname/

.....
/Signature/

.....
/Signature/

**CONTRACTED WITHDRAWAL CAPACITY
ALLOCATED BY GAS MONTHS**

Customer..... for Gas Year 202....

under Contract No.202...

Month, calendar year	Withdrawal capacity	Withdrawal capacity
	Firm	Interruptible
	[kWh/d]	[kWh/d]
April 2021		
May 2021		
June 2021		
July 2021		
August 2021		
September 2021		
October 2021		
November 2021		
December 2021		
January 2022		
February 2022		
March 2022		
TOTAL	0	0

For the Customer:

For the Operator:

.....
/name and surname/

.....
/name and surname/

.....
/Signature/

.....
/Signature/

PRELIMINARY DAILY CAPACITY

Customer for Gas Year 202....

under Contract No.202...

Month, calendar year ...	Injection capacity	Withdrawal capacity	Month, calendar year ...	Injection capacity	Withdrawal capacity
	[kWh]	[kWh]		[kWh]	[kWh]
1			17		
2			18		
3			19		
4			20		
5			21		
6			22		
7			23		
8			24		
9			25		
10			26		
11			27		
12			28		
13			29		
14			30		
15			31		
16			TOTAL		

For the Customer:

For the Operator:

.....
/name and surname/

.....
/name and surname/

.....
/Signature/

.....
/Signature/

MONTHLY INJECTION NOMINATION

from Customer for 202... under Contract No.202...

Date	Injection capacity (Firm/ Interruptible)		Injection quantity nominated by the Customer	Injection quantity confirmed by the Operator	Date	Injection capacity (Firm/ Interruptible)		Injection quantity nominated by the Customer	Injection quantity confirmed by the Operator
	F/I	[kWh/d]				[kWh]	[kWh]		
1					17				
2					18				
3					19				
4					20				
5					21				
6					22				
7					23				
8					24				
9					25				
10					26				
11					27				
12					28				
13					29				
14					30				
15					31				
16					TOTAL		0	0	0

Date:.....202...

Date:.....202...

For the Customer:

For the Operator:

.....
/name and surname/

.....
/name and surname/

.....
/Signature/

.....
/Signature/

MONTHLY WITHDRAWAL NOMINATION

from Customer for 202... under Contract No.202...

Date	Withdrawal capacity (Firm/ Interruptible)		Withdrawal quantity nominated by the Customer	Withdrawal quantity confirmed by the Operator	Date	Withdrawal capacity (Firm/ Interruptible)		Withdrawal quantity nominated by the Customer	Withdrawal quantity confirmed by the Operator
	F/I	[kWh/d]				[kWh]	[kWh]		
1					17				
2					18				
3					19				
4					20				
5					21				
6					22				
7					23				
8					24				
9					25				
10					26				
11					27				
12					28				
13					29				
14					30				
15					31				
16					TOTAL		0	0	0

Date:.....202...

Date:.....202...

For the Customer:

For the Operator:

.....
/name and surname/

.....
/name and surname/

.....
/Signature/

.....
/Signature/

Contact information for the authorized persons

For the Customer				
Powers	Responsible person	Phone	Fax	E-mail
Nominations/re-nominations				
Information exchange platform (CDP)				
Settlement of storage services, invoices				
Storage Contract				

For the Operator				
Powers	Responsible person	Phone	Fax	E-mail
Nominations/re-nominations				
Information exchange platform (CDP)				
Settlement of storage services, invoices				
Storage Contract				

BANK GUARANTEE STANDARD FORM under Contract for Access and Natural Gas Storage

**To
BULGARTRANGAZ EAD
1336 Sofia
Residential area Lyulin 2, 66 Pancho Vladigerov blvd.**

BANK GUARANTEE No.

Payable at first request in the amount of BGN (BGN)

Issued in favour of Bulgartransgaz EAD, entered in the Commercial Register of the Registry Agency, UIC 175203478, having its seat and registered address in 1336 Sofia, Lyulin 2, 66 Pancho Vladigerov Blvd.

We have been informed by our Client /name/..... , hereinafter the Client, with seat and registered address at, Uniform ID Code....., that on the grounds of Article 173(1) of the Energy Act, between you (Bulgartransgaz EAD) and our Client, a Contract FOR ACCESS AND NATURAL GAS STORAGE was entered into (Storage Contract).

We have also been informed that in accordance with the Contract, our Client must submit a bank guarantee in your favour to guarantee the due discharge of its contractual obligations.

1. We hereby guarantee explicitly, irrevocably, unconditionally and unreservedly to you, waiving all rights of objection and division of responsibility only for our party, the full and immediate payment to you, without set-off or counterclaim, in the amount of up to [BGN] (In words: _____), that we undertake to pay to you (Bulgartransgaz EAD) within 3 (three) working days at your first written request in case our Client fails to discharge any of its obligations under the Storage Contract he signed with you and regardless of the validity thereof.

2. We accept as an independent and fundamental obligation to compensate you for all losses, liabilities, expenses and costs incurred by you as a result of:

(1) Client's failure to discharge or failure to pay any of its payment obligations on the relevant maturity date;

(2) non-enforceability, invalidity or illegality of any Client's payment obligations with respect to the Storage Contract, the total value of which does not exceed the value laid down in item 1.

We accept as an independent and basic obligation to pay immediately upon receipt of your request all amounts due with respect to the Storage Contract, which do not exceed the value laid down in item 1. Any amount due under this paragraph shall be recoverable by us as an obligation incurred to us in our capacity as sole or principal debtor.

3. This guarantee is valid until our Client has repaid all its obligations arising out from the Storage Contract as described therein until its expiration, namely by

4. We hereby undertake to pay to you (Bulgartransgaz EAD) immediately upon receipt of your first written request, without dispute or objection and without set-off or counterclaim, any amount up to the maximum amount laid down in item 1, which you established to be due to you (Bulgartransgaz EAD), in case our Client had failed to discharge all or any of its obligations under the Storage Contract.

5. Your request for use of amounts under this guarantee is also acceptable if sent to us through

..... (BULGARTRANGAZ EAD Bank) or another first-rate bank with a confirmation that the signatures are legally binding for Bulgartransgaz EAD. If for this purpose (Bulgartransgaz EAD Bank), another first-rate bank accordingly, shall use a secure swift, it must in any case send the full text of the request for payment of Bulgartransgaz EAD and confirm at the same time that the originals of these documents have been sent to us by a special courier service.

6. Your decision is binding on us and we undertake to pay within 3 (three) working days after the receipt of your request any amount or amounts, the total amount of which does not exceed the amount laid down in item 1, without interests, charges, additional fees, set-off or counterclaim, according to your instructions, without requiring confirmation, consent or any other action on behalf of our Client and without the right to take into account any possible challenge or objection on behalf of the Client.

3. This guarantee and compensation is valid until its expiry date, namely until, on which date it ceases to be in force, however without affecting our obligations hereunder in connection with amounts due to you, arisen out and filed by you before this date, which remain fully due and valid until their full repayment.

8. Any changes or termination of factual or legal relations between us and our Client does not release us from our obligations hereunder. Our obligations hereunder and compensation remain in effect and we will not be released from them if our Client has declared bankruptcy or is in the process of liquidation, or has been disbanded, or in the event of a compulsory administrative or other appropriate procedure, or if the Client has received compensations or deducts an amount in connection with a claim against you (Bulgartransgaz EAD). All terms and conditions of this guarantee and compensation remain in full force, regardless of any possible change in the financial or legal status of our Client.

9. This guarantee and compensation and all provisions arising out herefrom shall be governed by the Bulgarian law. Any dispute arising out from or in connection with this guarantee shall be within the exclusive jurisdiction of the Arbitration Court with the BCCI in Sofia, Bulgaria, with the application of its procedural rules. The determining authority shall consist of three arbitrators whereas each Party shall appoint one arbitrator.

10. This guarantee may be released as well before its expiry only after we receive back its original, with the explicit consent of Bulgartransgaz EAD for the return made.

11. We hereby guarantee that the amount of this guarantee does not exceed the legally set limit for our bank.

12. The guarantee is for you personally and cannot be transferred.

IN SUPPORT OF THE ABOVE, this guarantee was signed on 20...

Signature of the issuer of the guarantee: