

**CONTRACT FOR
PURCHASE AND SALE OF NATURAL GAS FOR BALANCING**

Signed on, in Sofia, between:

....., having its seat and registered address at; with Uniform ID Code, ID VAT No.....; represented by, hereinafter referred to as **Network User (NU) or Natural Gas Trader (Trader)**,
and

BULGARTRANGAZ EAD having its seat and registered address at 1336 Sofia, 66 Pancho Vladigerov Blvd., registered under company file No.16439/2006 under the inventory of Sofia City Court, with Uniform ID Code 175203478 and ID VAT No. BG175203478, represented by Kiril Ravnachki – Executive Director, hereinafter referred to as **Transmission System Operator (TSO)**,

together referred to as the "**Parties**",

Whereas

The TSO is the owner and operator of a Gas transmission network on the territory of the Republic of Bulgaria and offers services relating to the natural gas transmission based on a license, issued by the Energy and Water Regulatory Commission (EWRC) and in line with the requirements of the Energy Act, the secondary legislation and other rules adopted based thereon;

In line with the balancing regime introduced with the Natural Gas Market Balancing Rules, the TSO buys and sales natural gas for balancing to cover individual imbalances of the Users of the gas transmission network and of the Traders.

Having regard to the above the Parties agreed on the following:

1. DEFINITIONS

1.1. In this Contract and the annexes hereto the terms below shall have the following meaning:

Imbalance is the difference between the natural gas quantities allocated to the user at the entry points of the gas transmission network and the natural gas quantities allocated to the user at the exit points of the network for the respective gas day taking into account as well the transactions at the Virtual Trading Point (VTP). The imbalance may be positive and/or negative. The quantities of the daily imbalance shall be expressed in kWh;

Trader's imbalance is the difference between the natural gas quantities purchased and sold at the VTP within the day in line with the transaction notifications confirmed by the Operator.

Transport Contract is the Harmonized Contract for Access and Natural Gas Transport through Bulgartransgaz EAD gas transmission network, together with the Annexes thereto, applicable at equal contractual conditions to all network users, prepared by Bulgartransgaz after public consultations with the interested parties; it is signed following a procedure establishing the compliance of the User with the requirements of the Rules for access to the gas transmission and/or gas distribution networks and the natural gas storage facilities on the grounds of Access Application received from the User.

Trader under this Contract is a physical or legal entity registered under the Trade Act or under the legislation of an EU Member State or a Contracting Party to the Energy Community which has signed Contract for Natural Gas Purchase and Sale for Balancing and a Contract to Use VTP with the TSO without being a network user under a signed Transport Contract.

Balancing account is an account that the TSO keeps for every individual NU/Trader, where the result of the multiplication of the daily imbalance quantities (positive or negative) accumulates subject to financial settlement as of the end of the gas day and the valid for the relevant gas day balancing gas price in case of positive imbalance and the balancing gas price in case of negative imbalance.

Gas day is a period of twenty-four (24) hours, starting at 7:00 am local time on the relevant day. The current gas day is designated D. The previous gas day is designated D-1.

Gas month is a period of twenty-eight (28) up to thirty-one (31) gas days, starting and ending on the first day of a given calendar month at 7:00 am local time. The current gas month is designated M. The next gas month is designated M+1.

Network User (NU) is every physical or legal entity, which has signed a Transport Contract with the TSO.

Entry point is a physical point of the gas transmission network, consisting of one or more natural gas acceptance points.

Exit point is a physical point of the gas transmission network, consisting of one or more natural gas delivery points.

Balancing neutrality account is a financial account kept by the TSO for the purpose of achieving neutrality regarding the costs and revenues from the activity.

Small adjustment is a correction in the balancing natural gas price, expressed in percentage thereof, and applied with positive or negative sign depending on the sign of the imbalance for the purpose of determining the daily imbalance charges.

Virtual Trading Point (VTP) is a non-physical point allowing the registered users at the virtual point to transfer the ownership over the natural gas between two balancing portfolios via an informational platform – the CDP, provided by the TSO.

Imbalance charge is a money amount calculated on a daily basis, which the network user/trader pays or receives depending on the amount of their daily imbalance;

Balancing portfolio is the aggregated inputs and off-takes of a given NU under all existing contracts for natural gas transmission in the Balancing Zone.

Balancing zone is the entry-exit system with a uniform balancing regime that includes Bulgartransgaz EAD gas transmission network and for which the balancing status of the NU is determined.

CDP, the Platform – web-based commercial dispatching platform, owned by Bulgartransgaz EAD, by means of which the Users submit their nominations and re-nominations for transmission, receive information on the confirmed nominations and re-nominations, on daily allocated natural gas quantities at entry and exit points from the User's portfolio and other necessary information

Rules for Natural Gas Trading refer to the Rules for natural gas trading, adopted by the Energy and Water Regulatory Commission, promulgated in SG, No. 59 of 4.08.2015, amended SG, No. 57 of 19.07.2019, effective as of 19.07.2019, as well as all subsequent amendments and supplements;

Daily Imbalance and Neutrality Balancing Charge Calculation Methodology refers to the Methodology for setting the daily imbalance charge and the balancing neutrality charge, adopted by the Energy and Water Regulatory Commission, OJ 57 of 19.07.2019, effective as of 19.07.2019, as well as all subsequent amendments and supplements;

Natural Gas Market Balancing Rules refer to the Natural Gas Market Balancing Rules, adopted by the Energy and Water Regulatory Commission, promulgated in SG, No. 59 of 4.08.2015, amended SG, No. 57 of 19.07.2019, effective as of 19.07.2019, as well as all subsequent amendments and supplements.

2. CONTRACT SUBJECT

2.1 Subject of this Contract are the transactions for natural gas purchase and sale for balancing in view of clearing on daily basis the amount of the daily imbalance of the NU/Trader at monthly financial settlement of the balancing account.

2.2 The implementation of this contract is subject to all provisions of the *Daily Imbalance and Neutrality Balancing Charge Calculation Methodology and the Natural Gas Market Balancing Rules*.

2.3 The quantities and prices under item 2.1 shall be specified in the Balancing account in line with Annex 1 standard form, an integral part hereof.

2.4 The contract shall enter into force on the date specified above and shall be performed upon submitting a security guarantee under Section 6.

3. TSO RIGHTS AND OBLIGATIONS

3.1 The TSO shall buy and sell natural gas for balancing to cover imbalances of commercial participants that need to be balanced.

3.2 The TSO shall keep an account for the natural gas quantities for balancing, daily traded for every financial settlement period (one gas day).

3.3 The TSO shall provide operational information on the actual status of the imbalance of the NU/Trader in line with the Natural Gas Market Balancing Rules. The information shall be provided in due time and it shall be reliable within the technical capacity and level of information which the TSO has.

3.4 By 5:00 pm of the 4th day or the first business day following the 4th day after the end of the gas month the TSO shall draft the final values of daily imbalances for the past month and the final amount of the balancing account based on the readings of the commercial metering devices and the conditions for the allocation of quantities laid down in the Transport Contract.

3.5 The TSO shall issue and send to the NU/Trader an invoice for the sold balancing gas for the past reporting period.

3.6 The reporting period within the gas month is one and covers the transactions with natural gas for balancing from the first by the last day of the gas month.

4. NU/TRADER RIGHTS AND OBLIGATIONS

4.1 NU/Trader shall maintain the security guarantee within the required amount as laid down by the TSO in line with Section 6.

4.2 NU/Trader is obliged to follow the instructions of the TSO regarding actions under art. 32 of the Natural Gas Market Balancing Rules if the cumulative imbalance of the gas transmission network exceeds the limit set by the Operator (linepack operational limits and operational zones) published on the Operator's webpage.

4.3 If the NU/Trader fails to comply with the obligation under item 4.2, the TSO shall have the right to physically limit the transport – the inputs of gas at entry points or to suspend the off-takes of gas at exit points without notice. Within a reasonable time after the limitation, the TSO shall inform the NU/Trader on the restrictions imposed by points.

4.4 NU/Trader shall be entitled to receive timely information on its balancing status in line with the Natural Gas Market Balancing Rules so as to undertake corrective actions.

4.5 NU/Trader shall be obliged to pay in due time the invoices issued by the TSO.

4.6 If the TSO delays a payment, the NU/Trader shall be entitled to receive an interest in line with item 5.11.

4.7 When entering into a transaction with another NU/Trader for purchase or sale of natural gas located in the gas transmission network (VTP transaction), the NU/Trader is required to submit a transaction notification using the Operator's Platform, unless the transaction is executed on a licensed natural gas trading platform, for which the NU/Trader should have a Contract to Use the VTP signed with Bulgartransgaz EAD.

4.8 The NU/The trader shall issue and send an invoice to the TSO for the sold gas for balancing for the past reporting period.

5. IMBALANCES SETTLEMENT. INVOICING AND PAYMENT

5.1 The TSO shall keep a financial balancing account (Balancing account). Daily financial settlements of allocated imbalances are accumulated in this account. All imbalance charges subject to daily financial settlement are reflected in the balancing account.

5.2 Upon determining the final imbalance quantities other than the initially determined for a given gas day the TSO shall re-calculate the amount of the financial balancing account based on the determined final imbalance quantities in line with the procedure laid down in the Daily Imbalance and Neutrality Balancing Charge Calculation Methodology.

5.3 The imbalance charges accumulated onto the Balancing account shall be cleared to/from the NU/Trader on a monthly basis. Each party shall issue and send to the other party an invoice for the sold natural gas for balancing during the previous month within a 5-day term as of the day of determining the final imbalances. At the beginning of each month the balancing account shall be set to zero and the daily imbalance charges for the new month start to accumulate therein.

5.4 The monthly invoices shall be at an amount determined by all charges referring to the allocated daily imbalance quantities that the parties sell and the applied imbalance prices on a daily basis. The parties shall pay/receive the invoiced total amount in Euro.

5.5 In order to determine the value of the monthly invoices, the TSO shall prepare and submit via the CDP a summary of the imbalance settlement broken in days of the month for which the summary applies within 2 working days as of the day of determining the final imbalances.

5.6 The User shall have the right to contest the summary or part thereof as well as to submit additional evidence that require a change in the summary. Notwithstanding the contestation, the user shall be liable to accept or issue an invoice based on the summary.

5.7 The TSO and the NU/Trader refund/charge all proven by the NU/Trader and/or incurred as a result of mistakes overpayments/underpayments within a 5-day term as of the establishment.

5.8 The Parties under the Contract shall send the invoices electronically to the email address indicated in the Contract.

5.9 All payments from/to the NU/Trader shall be made by bank transfers onto bank accounts, indicated by both parties.

5.9.1 All payment shall be made in Euro to the bank accounts of the parties specified in the invoices.

5.9.2 The payment of monthly invoices shall be made by the 25th day of the month of issuance of the invoices and following the submission of an invoice duly issued by the issuing party. If the 25th day is a non-business day, the payment shall be made on the first business day following the 25th day.

5.9.3 Payments are considered made if the sum has been transferred in the bank before close of business (COB).

5.10 If the Parties fail to pay the amounts due within the deadline under art. 5.9.2, they shall pay a penalty to the defendant party to the amount of the statutory interest on the outstanding amount for the whole period of delay including the day of the final payment.

5.11 If the NU/Trader delays a payment for more than 7 calendar days, the TSO shall have the right to acquire the submitted security guarantee up to the amount due after submitting a 2-day notification letter by e-mail.

5.12 If the security guarantee under Art.6.1 is used the NU/Trader shall be obliged to provide a new security guarantee in the form of a bank guarantee and/or a deposit in favour of the TSO within 5 business days from the date of the notification under 5.11.

5.13 If the NU/Trader fails to recover the required amount under the security under Art. 5.12 in due time, the TSO shall have the right to terminate this contract unilaterally, with a written notice, as well as to stop the transmission services under the signed Contract for Access and Transport.

6. SECURITY

6.1 NU/Trader shall grant in favour of the TSO an irrevocable and unconditional bank guarantee, in the standard form, representing Annex No.2 to this contract or deposit the amount of the guarantee to the TSO's bank accounts laid down in art. 13.1 (security).

The bank guarantee shall be issued in EUR by a bank in the European Union having a minimum credit rating of "B" in accordance with the Standard and Poor's rating, or its equivalent according to the rating of other rating companies in line with the enclosed template and must have a validity term of at least 12 (twelve) months as of the date of its issuance.

6.2 The initial security for NUs amounts to at least 10% of the monthly amount of natural gas for the month with the greatest natural gas quantity under the updated annual programme for transmission under this Contract. The Programme shall be in line with the capacity products booked and it shall be updated if there is a change in it. The Operator shall be entitled to request a programme update if the quantities indicated in the programme differ with more than 10% with regard to the quantity when the capacity products have been fully used on daily basis. The security amount shall be determined at the price of the natural gas, VAT included at which the public provider sells natural gas to natural gas end suppliers and to persons licensed for heat production and transmission, excluding the price for natural gas access and transmission as of the time of its submission.

6.3 The TSO is entitled to request an update of the submitted security when the net obligation accumulated in the balancing account of the NU to the TSO exceeds with more than 10% the amount of the submitted security. Obligation to the TSO for an expired period for which no final data are available shall be calculated based on the preliminary quantity allocation.

6.4 The amount up to which the security shall be updated amounts to at least 10% of the monthly amount of natural gas for the month with the greatest quantity in line with the NU annual programme for transmission. The amount shall be determined at the price of the

natural gas at which the public provider sells natural gas to natural gas end suppliers and to persons licensed for heat production and transmission, excluding the price for natural gas access and transmission as of the time of the update.

6.5 The NU updates the security to the TSO within 10 business days as of the receipt of the TSO notification.

6.6 Natural gas traders shall submit a security depending on the planned daily trading volumes at the VTP. For each day of the trader's activity at the VTP, the submitted security shall at least cover both the obligations towards the Balancing entity for accumulated imbalances for the period as of the beginning of the month, and the amount of the full volume of the traded quantities for the day. The amount of the security share ensuring the daily trade at the VTP shall be calculated at the price of the natural gas at which the public provider sells natural gas to public suppliers and customers connected to the gas transmission network excluding the price for natural gas access and transmission valid for the respective day.

6.7 The TSO does not confirm to the Trader/NU the transaction notification at the VTP when there is a lack of security in line with 6.6 ensuring the volume of the transaction.

6.8 The NU may require a reduction or a transfer of the amount by submitting an electronic application in the CDP in the event that by the date of the request there is no unpaid invoice for sale of natural gas for balancing and the amount of the security exceeds 10% of the result of the multiplication of the current price of the public provider, as the price for access and transmission through gas transmission network is not included and the requested for transport quantities of natural gas for the month with the highest monthly amount of current annual program for transmission of the NU/ 10% of the amount of the maximum monthly traded natural gas quantity declared by the Trader and as of the request date the following condition is met:

$$O - Z_M - Z_{M-1} > \frac{(D-n) \cdot Z_M}{n},$$

where

O – current amount of the security;

Z_M – amount of obligations under the settlement of imbalances for the current month calculated according to preliminary data;

Z_{M-1} – amount of outstanding obligations under the settlement of imbalances for the previous month;

D – number of days of the current month;

n – a current day in the month in which the request to reduce the security is made.

6.9 The Trader may require a reduction or a transfer of the amount under the submitted security to the amount of the available part of the security, excluding the part ensuring the obligations to the TSO for accumulated imbalances for the period as of the beginning of the month by the day of the request, in case there are no outstanding invoices for sale of natural gas for balancing as of the day of the request. To that purpose the Trader shall submit a completed electronic application using the CDP.

6.10 When the security form is a bank guarantee, the NU/Trader shall be obliged to renew the bank guarantee within a 45-days period prior to its expiry.

6.11 When failing to renew a bank guarantee within the deadline under article 6.10, the TSO shall be entitled to terminate unilaterally this Contract with a written notice, and if this Contract is signed with a NU to stop the transmission services under the signed Contract for Access and Transmission.

6.12 The TSO owes no interest to the NU/Trader for the time during which the amount submitted as security deposit had been retained nor any additional payments of taxes, fees, etc. related to the submitted security.

6.13 The TSO returns the financial security/releases the bank guarantee within a term of 5 days as of the receipt of the electronic application in the CDP in the following cases:

6.13.1 The NU/Trader substitutes the form of financial security.

6.13.2 This contract is terminated and the NU/Trader has arranged the financial obligations arising under the contract.

6.14 If the NU/Trader replaces the form of a financial guarantee, the Balancing entity returns the previous financial security/releases the bank guarantee within a term of 5 days after the date of the receipt by the NU/Trader of the new financial security, which is done according to all the conditions of the contract.

6.15 Upon termination of the present contract, each Party is entirely responsible for all the unpaid financial responsibilities towards the other Party, which have occurred before the date of the termination of the contract.

7. FORCE MAJEURE

7.1 Force majeure is an unforeseen or unavoidable event of extraordinary nature, having occurred after the conclusion of the contract beyond the will of the parties, which is in a causal connection with the non-performance or the delay in performance.

7.2 The failure to perform with any term or condition of this contract by either party, will not be considered a non-performance under this Contract as far as it stems from the circumstances of force majeure and as far as this party was not in delay at the time of the occurrence of the force majeure. As a result of such circumstances, if a party falls in delay of performance with respect to the implementation of any of the provisions or conditions of this contract, the time during which the party has been in delay only for reasons of circumstances of force majeure shall be added to the term foreseen in the contract as well as to the term of this contract.

7.3 Each party invoking circumstances of force majeure shall immediately notify the other in writing and is obliged for the following:

- Within 10 days to submit documents proving the existence of force majeure and thus to justify its inability to fulfil the respective clauses or conditions.

- Within 30 days to provide written information about the circumstances, the reasons which caused them and the possible consequences for the implementation of the contract and when it expects to be able to recover the full implementation of its obligations under the contract.
- To provide on demand access of the other party to inspect the place where the facility whose failure led to the reference to circumstances of force majeure is situated.
- In the shortest possible time to take all necessary measures to repair the facilities and to restore full implementation of its obligations under this contract.

8. SETTLEMENT OF DISPUTES

8.1 Any disputes which may arise in connection with this contract shall be settled by amicable procedure.

8.2 In event that no agreement is reached within 30 days after one of the party has been informed by the other about the subject of the dispute, the last will be referred to the competent Bulgarian court.

9. CONFIDENTIALITY

9.1 The provisions and the conditions of this contract and all information concerning it, which has been received by each of the parties is confidential and none of them shall not disclose it to third parties without the knowledge and consent of the other party, except where such information:

- a) Is already available in the public area at the time of the concluding the contract or can be obtained from other sources without restriction or violation of this confidentiality term;
- b) Must be available to third parties due to requirements of the Bulgarian or European legislation, a court judgment or a decision of a competent public authority.

10. CORRESPONDENCE

10.1 Any notice by one party to the other under this contract shall be delivered by hand or by registered mail or email to the address which each party will provide periodically through written messages. Until such a message is not received by one of the parties, the addresses of the parties will be as follows:

TSO:

Bulgartransgaz EAD

Phone.: 02/939 62 00, 0885 50 32 28

info@bulgartransgaz.bg, access@bulgartransgaz.bg

NU/TRADER:

.....
Contact person:
Phone:;
E-mail:.....

10.2 Notices will be deemed received on the following conditions:

- a) If they are served personally to an authorized representative or by a registered mail with a return receipt, at the time and on the date when the delivery was made; or
- b) If they are sent at the email stated in the Contract.

11. TERM AND TERMINATION

11.1 This Contract has a validity term until 7.00 a.m. on 1 October 2027.

11.2 The contract shall be executed upon submitting a security guarantee, as stipulated in the Contract.

11.3 The Contract shall be terminated at the following conditions:

- a) termination of this Contract by the non-default Party if some of the Parties failed to fulfil its obligations, with a 30-day written notice addressed to the party in default;
- b) termination of this Contract by either Party with a 30-day written notice addressed to the other Party in the event of open insolvency or liquidation proceedings of the other Party;
- c) termination by mutual agreement between the parties;

11.4 The Operator shall be entitled to unilaterally terminate this Contract with a written notice addressed to the other Party when the payment for the realized imbalances has not been made on time and/or the required amount of the security guarantee has not been reimbursed.

12. FINAL CONDITIONS

12.1 This Contract shall be governed and interpreted in accordance with the Bulgarian law.

12.2 This Contract shall not be amended or supplemented otherwise than in writing by the Parties.

12.3 Failure or delay in full or partial performance of the conditions of this Contract by either Party shall not be deemed as a waiver from the rights of this Party.

12.4 A case in which one party has accepted the failure of performance of any of the conditions of this Contract by the other party without consequences shall not be considered as a precedent and shall not be assumed that at another similar or different case the first Party again would accept a non-performance without consequences.

12.5 If any of the Parties to this contract does not perform correctly its obligations, the correct party is entitled to claim compensation for non-performance unless the impossibility of performance is due to a reason that cannot be imputed to him as a guilt.

12.6 The compensation covers the suffered losses and damages as far as they are a direct and immediate consequence of the non-performance and could have been foreseen by the Party.

12.7 For the term of this contract the Parties shall provide each other with all the information related with the implementation of their obligations under this contract.

12.8 For the term of this contract each Party should act, sign documents, execute orders and deliver everything necessary in relation with the implementation of the terms under it.

12.9 In the event that changes in the legal and regulatory base occur within the term of this Contract, including Daily Imbalance and Neutrality Balancing Charge Calculation Methodology and the Natural Gas Market Balancing Rules, which require changes to the already agreed provisions, the Parties shall be obliged to sign a new contract reflecting the changes occurred in compliance with the existing rules and procedures.

12.10 The Parties must immediately notify each other of any change in circumstances declared in the preamble of this Contract.

13. BANK ACCOUNTS OF THE PARTIES:

13.1 Name of bank and bank account of the TSO to which payments shall be made under this contract:

UniCredit Bulbank AD, Sofia, 7 Sveta Nedelya sq.

BG88UNCR76301476061042 EUR;

13.2 Name of the bank and the bank account of the NU/Trader to which payments shall be made under this contract:.....

14. This Contract was signed in two identical copies – one for each Party.

Annexes:

Annex No.1 – Balancing account template;

Annex No.2 – Bank guarantee template;

Annex No.3 – Annual Programme for transmission.

FOR THE NU/TRADER:

FOR THE TSO:

Балансова сметка

На / (EIC code)

Период-...-.. /-...-..

Balancing account

for / (EIC code)

period-..-.. /-..-..

[illegible]

TEMPLATE OF A BANK GUARANTEE

To

BULGARTRANGAZ EAD

the city of Sofia, 1336

Residential area Lyulin 2 residential area 66 Pancho Vladigerov Blvd.

Bank Guarantee No.

Payable at first request in the amount EUR (EUR.....)

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 residential area 66 Pancho Vladigerov Blvd.

We, (bank), entered in the Commercial Register under No....., with seat and registered address at, represented by have been informed by our client, hereinafter referred to as the Client with seat and registered address at, Uniform ID Code, that between you (Bulgartransgaz EAD) and the Client the following documents have been signed: (only the signed contracts shall be indicated)

- (1) Contract for access and transport of natural gas through Bulgartransgaz EAD gas transmission networks;
- (2) Contract for Purchase and Sale of Natural Gas for Balancing;
- (3) Contract for access and natural gas storage,

hereinafter referred to as the Contracts.

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

1. We, (bank) hereby guarantee explicitly, irrevocably and unconditionally to you, waiving all rights of objection and division of responsibility only for our party, the full and immediate payment to you, without contestation, set-off or counterclaim, of any amount up to EUR (in words:.....), which we undertake to pay you (Bulgartransgaz EAD) within 3 (three) working days at your first written request in case the Client fails to discharge any of its obligations to fully or partially pay the due amounts under any of the Contracts, including, but not limited to the obligations to pay principals, penalties, interests, fines and any other payable amount thereunder and irrespective of the validity of these Contracts.

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

3. This guarantee is valid until the Client does not pay off all of its obligations, arising out from the Contracts, as it is described therein, until the expiry of its term, namely up to the thirty-first (31) January 202... *(in case the guarantee covers obligations as well under the Contract for access and storage, its term of validity must be up to 31 May 202...)*

4. With a view to establishing the authenticity of every written request for payment under the

guarantee, it must be submitted to us through the servicing bank of Bulgartransgaz EAD and confirmed with an authentic SWIFT message from the head office of the bank, stating that the signatures on it are the signatures of the persons authorised to represent Bulgartransgaz EAD and confirming that the original request for payment has been sent to us with a courier service.

5. Your request 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.

6. This guarantee is valid until its expiry date, namely until 31 January 202...../31 May202..., on which date it ceases to be in force, however without affecting our obligations hereunder in connection with any amounts due to you, incurred and claimed by you before this date, which remain fully due and valid until their full repayment.

7. Any changes or termination of factual or legal relations between us and the Client does not release us from our obligations hereunder. Our obligations hereunder 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 Customer has received compensations or deducts an amount in connection with a claim against you (Bulgartransgaz EAD). All terms and conditions of this guarantee remain in full force, regardless of any possible change in the financial or legal status of the Client.

8. All commissions, fees and expenses under this bank guarantee due to us and to Bulgartransgaz EAD serving bank are at the expense of the Client.

9. This guarantee and all provisions arising from it 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 if and only if we receive in bank its original, accompanied with the written agreement of Bulgartransgaz EAD releasing the Bank from its commitment under the bank guarantee. For the purposes of the verification the original of the guarantee and Bulgartransgaz EAD consent must be submitted to us through the head office of the bank serving Bulgartransgaz EAD, confirming with an authentic SWIFT message that the signatures on it are the signatures of the persons authorised to represent Bulgartransgaz EAD.

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.

13. The amount of the bank guarantee shall be reduced with each sum paid hereunder.

(item 13 is not mandatory).

IN SUPPORT OF THE ABOVE, this guarantee was signed on 202...

Signature of the issuer of the guarantee:

Annex 3 - Annual Programme for Natural Gas Transmission

Date:

EIC		Total for the period	January	February	March	April	May	June	July	August	September	October	November	December
		KWh	KWh	KWh	KWh	KWh	KWh	KWh	KWh	KWh	KWh	KWh	KWh	KWh
	Total quantities for transmission													

NU/TRADER:

BULGARTRANGAZ EAD
Executive Director