BULGARTRANSGAZ

C O N T R A C T

FOR ACCESS AND NATURAL GAS TRANSPORT THROUGH BULGARTRANSGAZ EAD GAS TRANSMISSION NETWORK

no. .....

hereinafter referred to "Transport Contract", "Contract",

signed on…….in Sofia between:

....., having its seat and registered address at ……; with Uniform ID Code ……..and ID VAT No.……..; represented by ……, hereinafter referred to as **User,**

and

BULGARTRANSGAZ EAD, having its seat and registered address at: 1336 Sofia, Blvd. Pancho Vladigerov 66, registered with company file. No. 16439/2006 by Sofia City Court, with Uniform ID Code 175203478 and ID VAT No. BG175203478, represented by Kiril Ravnachki – Executive Director, hereinafter referred to as **"Operator"**,

hereinafter jointly referred to as **"the Parties"**,

1. **Subject of the Transport Contract and Legal Obligations to the Parties:**

1.1 Bulgartransgaz EAD hereby agrees to provide the access and transmission services specified in this Contract, the General Terms and Conditions (GTC) thereto and the confirmations for specific transactions for booking transmission capacity at the Regional Capacity Booking Platform (Regional Booking Platform, RBP), and the User agrees to pay the fees for access and transmission specified and announced by the Operator in line with the *Methodology setting the prices of access and transmission of natural gas through the gas transmission networks owned by Bulgartransgaz EAD* in compliance with the Transport Contract, GTS and the Confirmations of specific capacity booking transactions for transmission at the RBP along with the potential surcharges arising out of the use of the networks.

1.2. Signing the Transport Contract and securing the required credit limit, the User shall be entitled to long-term, quarterly, monthly, daily and within-day capacity booking at the RBP as specified in the *RBP Operational Rules* and the *Network User Membership Agreement (NUMA) of RBP.*

1.3. The Confirmations of specific capacity booking transactions issued by the RBP (RBP Confirmations) shall be an integral part of this Contract and shall constitute grounds for issuing the invoices to pay the access price.

1.4. A Transport Contract shall be concluded when the User submits an Application for access to the gas transmission network of the Operator and after successfully passing the compliance verification procedure in line with the requirements of the *Rules for providing access to gas transmission and/or gas distribution networks and access to natural gas storage facilities, Decision No. П-1 as of 14 March 2013 of the EWRC* (hereinafter referred to as "the Rules", "Rules for access").

The application for access to the gas transmission network procedure is available on the Operator's webpage.

2. General Terms and Conditions (GTC) of the Transport Contract

2.1. The Transport Contract shall be applied in conjunction with the GTC which are an integral part hereto.

The Transport Contract and the GTC – annex to the contract shall be available at the website of the Operator (www.bulgartransgaz.bg).

2.2. The procedure on amending and supplementing the Transport Contract and the GTC hereto is as follows:

a) Publishing a draft supplement or amendment or a new Transport Contract and General Terms and Conditions on Bulgartransgaz webpage for public consultations with stakeholders;

b) Organizing a meeting with the stakeholders where the Operator presents the amendments proposed and discuss them with the stakeholders at least one week after their publication;

c) Setting a deadline for the stakeholders to submit written positions, at least three weeks from the date of the meeting under (b);

d) The Operator reviews the submitted positions within two weeks after the expiry of the deadline under (b);

e) Bulgartransgaz Managing Board adopts a new Transport Contract and GTC or their amendments and/or supplements and their publication on Bulgartransgaz website;

f) The Transport Contract and the General Terms and Conditions and its amendments and/or supplements shall enter into force as of the beginning of the second gas month following the month of their publication on Bulgartransgaz's website. This information shall be explicitly stated when publishing the Transport Contract and the General Terms and Conditions as amended.

g) The Operator shall reply in writing to each of the positions submitted or shall publish a summary results of the consultations with responses to the received positions and proposals.

2.2.1. Immediately following its publication on the website, two copies of the amended/supplemented Transport Contract or GTC, signed by the Operator, shall be send to the User who has a signed Transport Contract to the address specified for correspondence.

2.2.2. The user shall return to the Operator one copy of the Transport Contract and/or GTC duly signed by both parties within one week as of its receipt.

2.3. With regard to any issues not regulated in the Transport Contract, the GTC or the RBP Confirmations, the existing legislation of the Republic of Bulgaria shall apply.

2.4. The user shall be obliged to ensure the natural gas quantities, on the basis of a valid supply contract, at the entry points of the gas transmission network, where the user has capacity allocated, for the term of validity of the allocated capacity products; or

2.5. The User shall be obliged to ensure the natural gas quantities delivery and transmission to the entry point of the gas transmission network where it has capacity allocated for the term of validity of the allocated capacity products based on a valid contract for secured capacity or a transport agreement through the transmission network of the neighbouring operator or a contract for supply concluded with a trader who has ensured capacity through the transmission network of the neighbouring operator to the entry points indicated in the RBP Confirmation.

2.6. Evidence for meeting of the requirements under Art. 2.4. and Art. 2.5. shall be submitted by the User no later than the date for which the User is willing to submit nominations for transmission. The Operator shall have the right to reject the nominations and the re-nominations of the User if it has not met the conditions under Art. 2.4. and Art. 2.5. and to stop the gas transmission.

2.7. All terms and definitions indicated in the Transport Contract shall have the same meaning as the terms and definitions specified in Article 1 of the General Terms and Conditions (GTC).

3. Access and transmission services

3.1. During the period of validity of the Transport Contract, the Operator shall ensure the capacity according to the received RBP Confirmation, shall accept the natural gas delivered by the User at the hand-over point(s) and shall transport the natural gas to the acceptance point(s) of the User in line with the General Terms and Conditions to this Contract.

3.2. The Operator shall offer secondary capacity trading services between two users as well as congestion management procedures in line with the RBP functionalities and the effective Congestion Management Procedures in case of a contractual congestion approved by EWRC.

4. Access and transmission services fees

4.1. The fees, payable for the services subject to the Transport Contract shall be determined based on the applicable regulations.

Should the fees change, that shall be automatically adopted by the Parties under this Contract in accordance with the effective date of the change.

4.2. The User shall pay to the Operator the value of the access and transmission services at the prices valid in the price period when the services are carried out.

The prices applicable during the respective price period are published at the Operator's website.

4.3. The User shall agree to pay in line with the Transport Contract and the GTC the price of the access and transmission services as well as the specific services, if applicable.

4.4. Value of the access services

The value of the access service shall be determined by:

4.4.1. The capacity booking price (access price), calculated based on the *Methodology setting the prices of access and transmission of natural gas through the gas transmission networks owned by Bulgartransgaz EAD* which is applied with regard to the allocated capacity specified in the RBP Confirmations as well as the capacity acquired on the secondary market.

4.4.2. The auction premium if there is such premium set by the RBP as a result of the auction hold, the amount of which is not influenced by price changes under 4.4.1.

4.4.3. The prices of interruptible products reflect the reported actual interruption or the probability of interruption by charging a discount to the price of the respective capacity product.

4.4.4. The excess capacity fee which is charged at the entry and exit points for the allocated daily quantities exceeding the sum of the daily booked capacity of the User's portfolio.

4.5. Value of the transport services

The value of the transmission services shall be determined by the natural gas transport price (transport price), calculated based on the *Methodology setting the prices of access and transmission of natural gas through the gas transmission network owned by Bulgartransgaz EAD* which is applied with regard to the allocated natural gas quantities in line with the provisions in the GTC for the allocation of the measured natural gas quantities at entry and exit points.

4.5.1. The transport price shall be set by the following components:

4.5.1.1. transport component calculated at entry and exit points/zones of the gas transmission network owned by the Operator;

4.5.1.2. technological component calculated at entry and exit points/zones of the gas transmission network owned by the Operator;

4.5.1.3. component covering the costs related to obligations imposed to the society calculated at national exit points/zones to natural gas customers.

4.6. Fees for using specific transmission services

The Operator shall be entitled to announce and apply specific transmission services fees approved by EWRC in line with art. 30, para.1, item 16 of the Energy Act.

5. Terms of invoicing, terms of payment

5.1. All payments shall be made in Euro, by bank transfer to Bulgartransgaz bank accounts specified in the invoices.

5.2. Payments shall be deemed to have been made within the deadline if the amount due has been transferred to that bank account by the end of the day specified as payment due date of the respective payment.

5.3. The terms of invoicing and the payment deadlines are specified in the GTC.

6. Securities and guarantees

6.1. The User shall prove creditworthiness by submitting to the Operator a credit limit in compliance with the provisions of the GTC.

7. Secondary capacity transactions

7.1. The User shall be entitled to assign its capacity products or to transfer their right-of-use as well as to receive the capacities of another User or their right-of-use in line with the provisions of this Contract and the GTC.

7.2. The secondary capacity products assignment or their right-of-use transfer shall be made via RBP where the Transferring and the Receiving party have duly stated their intentions to transfer and receive capacity. The Operator shall approve the bilateral offer within 3 hours as of its submission following a verification procedure establishing that the Receiving party has a signed transport contract and secured credit limit and availability of the required booked capacity of the Transferring party. The transaction shall be deemed to be completed upon the Operator's confirmation. Transactions not confirmed by both parties or the Operator are void.

7.3. The assignment of capacity or the transfer of its right-of-use between the Transferring and the Receiving party as a transaction including the sale against remuneration is not subject to the transaction. It is regulated under the relevant contract signed between the two users which cannot impose to the Operator obligations that exceed the fulfilment of the conditions of the RBP Confirmations.

7.4. Conditions of concluding a secondary capacity transaction

7.4.1. Secondary assignment of capacity is possible within the period of use of the capacity product in line with the RBP confirmations.

7.4.2. The Receiving party must have a signed and enforced Transport Contract with the Operator.

7.4.2.1 In capacity assignment transactions, the Receiving party shall have sufficient financial security for the amount of the assigned capacity.

7.4.3. In case the capacity product in line with the Confirmation is a bundled product, the User shall expressly agree that in the event of a bundled capacity product assignement or its right-of-use transfer it may only be unbundled in terms of its quantity, without damaging its bundled nature.

Any breach of such obligation shall be deemed a breach of the Transport Contract and in this case the Operator shall have the right to refuse to confirm the capacity assignment transaction or the transfer of capacity right-o-fuse.

7.4.4. The Transferring and Receiving party shall declare their intention to transact on the RBP with one and the same object and confirm the realization of the transaction at the same time in line with the functional possibilities and requirements of RBP.

7.4.5. No assignment of capacity or transfer of capacity right-of-use shall be permitted where the Transferring or Receiving party has outstanding payment obligations under this Contract or the Contract for Purchase and Sale of Natural Gas for Balancing.

7.4.6. No capacity assignment is allowed for monthly capacity products in effect on the assignment date.

7.4.7. No capacity assignment is allowed for capacity products day-ahead and within-day.

7.4.8. The assignment of capacity for yearly and quarterly and monthly capacity products is possible for the period from the beginning of the first gas day of the transfer period until the end of the relevant capacity product.

7.5. Rules for the use of the capacity after a secondary capacity assignment transaction or after transferring the capacity right-of-use

7.5.1 If the Transferring party had already nominated transmission for the capacity, subject to assignment, for the respective gas day, the Receiving party shall nominate again after the completion of the assignment.

7.5.2. Any User, who initially books capacity, shall pay to the Operator the capacity fees (access) within the term, laid down in the invoice, issued based on the respective RBP Confirmations for the period prior to its assignment transaction, including the month in which the assignment takes place, in accordance with the GTC, and any auction premium.

7.5.3. The Parties acknowledge that the assigned capacity after their assignment are agreed upon with the Operator and the Receiving party.

7.5.4. Based on the Transport Contract, the Receiving party shall pay to the Operator the prices and additional fees, charged in the process of using the capacity after its assignment in line with the GTC.

8. Term of the Transport Contract. Entry into force and termination.

8.1. The Transport Contract shall be in force until 7.00 am on 1 October 2027.

8.2. The Contract shall enter into force on the date specified above and shall be applied upon the simultaneous implementation of the following conditions:

1. The User had signed with the Operator a Contract for Purchase and Sale of Natural Gas for Balancing at the terms and conditions of the *Natural Gas Market Balancing Rules adopted by EWRC with Decision under Protocol No 227 pf 30 November 2016* and *Daily Imbalance and Neutrality Balancing Charge Methodology, adopted by EWRC with Decision under Protocol No.122 of 11 July 2019.*

2. The User had provided credit limit in favour of the Operator in line with the GTC.

8.3. 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 when signing a new or amended Transport Contract, under the procedure of Article 2.2;
d) termination by mutual agreement between the parties;
e) unilaterally by the Operator at any time when:

- based on a performed compliance check with the requirements of the *Rules for providing access to gas transmission and/or gas distribution networks and to the natural gas storage facilities (Rules for Access)*, the Operator finds out that the User fails to meet the requirements of the Rules and has no right to access;

- the User fails to restore the credit limit in case it has been used for the payment of User's liabilities hereunder not paid for in due time in line with the GTC.

- when terminating the Contract for Purchase and Sale of Natural Gas for Balancing

8.4. Any termination of this Contract, for whatever reason, does not exempt the Parties from their obligations or responsibilities with regard to natural gas quantities surrendered prior to the termination, as well as the obligations and liabilities for the payment of the amounts due or incurred before or on the effective date of the termination.

8.5. At the time of terminating the Transport Contract in case of amounts due and not paid by the User the Operator shall have the right to use the credit limit up to the amount of the liability, and the remaining part will be released.

In case the credit limit is submitted in the form of a cash deposit, the remaining part shall be restored by the User within 5 (five) business days of the date of termination to User's bank account in EURO as indicated in article 12.

8.6. The services of access and transmission can be terminated by the Operator in line with the GTC.

9. Miscellaneous

9.1. Changes in the details of the Parties, registered in the corporate registers or indicated herein, linked with the registered addresses, representatives, bank accounts, as well as changes in the structure during the signing and implementation hereof and the contract details shall not be considered amendments hereof.

9.2. The respective Party under the Transport Contract shall inform the other Party on any changes in data under article 9.1. in writing or in advance with a 10-day notice or 10 days after the occurrence of the change depending on the specific circumstances.

9.3. The User shall be liable to inform immediately the Operator on any change in the circumstances under article 2 of the Rules for Access, initially declared in the Access Application. The Operator shall have the right at any time of the term of validity hereof to check under article 10a of the Rules for Access and ask for evidence for compliance with the requirements of the Rules.

9.4. In case of bundled capacity product the User shall agree and acknowledge that concerning the Contract implementation (more specifically, however not limited to its validity, enforcement, suspension of its implementation, failure of the User to pay, regular and extraordinary termination and cancellation hereof, etc.) the Operator shall only inform the system operator, providing the other half of the bundled capacity product in its own name on the data and information linked with the User to guarantee the harmonized implementation of the contracts, linked with the bundled capacity products throughout the entire term of the contract. Sending the data and information as indicated above does not represent any breach of business secrets.

10. Dispute resolution

10.1. The Transport Contract and the GTC shall be governed and construed in line with the Bulgarian legislation.

10.2. The Parties shall endeavour to resolve any disputes, connected with the Transport Contract by way of negotiations.

10.3. Disputes which cannot be resolved by way of negotiations by the Parties shall be referred to the competent Bulgarian court.

11. Annexes and related documents.

The following Annexes and related documents constitute the Transport Contract in its entirety:

Annex 1: Template of the RBP Confirmation;

Annex 2: General Terms and Conditions to the Transport Contract;

Annex 3: Template of Bank guarantee;

Annex 3.a.: Template of Application on the initial allocation of amounts under bank guarantee;

Annex 4: Authorized representatives of the Parties;

12. Contact data and bank accounts of the Parties:

Parties' contact details:

Transmission Operator: Bulgartransgaz EAD
Phone.: 02/939 62 00, 0885 50 32 28

info@bulgartrransgaz.bg

access@bulgartransgaz.bg

User: …….
Contact person:
Phone: …….
E-mail:……..

The User undertakes to maintain an up-to-date list of contact persons in the CDP

Parties' bank accounts:

For the Operator:

UNICREDIT BULBANK AD, Sofia, 7 Sveta Nedelya sq.

SWIFT: UNCRBGSF

Bank account in EUR BG88UNCR76301476061042

For the User:

…(Bank name)…,…(Address)……

SWIFT: ……Bank account in EUR: …(IBAN)…

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

FOR THE USER: **FOR THE OPERATOR:**

Annex 1 - AUCTION RESULT CONFIRMATION

TSO:

Bulgartransgaz EAD
1336 Sofia, Liulin 2 Residential district, 66 Pancho Vladigerov Blv
175203478
21X-BG-A-A0A0A-C

Network User: ...

The RBP Operator hereby confirms that the above network user participated in the auction No... started at ... and closed at ...

Network point:				
Name:	EIC:	Network point code (nomination identification code):	Exit TSO:	Entry TSO:

Capacity product:			
Product type:	Quality Exit TSO:	Quality Entry TSO:	Instrument:
Reserve price of Bulgartransgaz EAD:		Capacity offered:	Capacity type:

The RBP Operator hereby officially confirms that the auction was successfully conducted and the following capacities have been allocated to the network user as the result of the above capacity auction:

Network Users' bid(s)					Auction result(s)									
					Capacity data			Auction data				Clearing data		
Last valid bid ID	Timestamp	Capacity (kWh/d/M)	Premium (%)	Minimum quantity (kWh/d/month)	Capacity (kWh/d/M)	Reserve price (BGN/kWh/d/M)	**Capacity fee (BGN) (excl. VAT)**	Auction premium basis (BGN/kWh/d/M)	Auction premium (%)	Auction unit price (BGN/kWh/d/M)	**Auction fee (BGN) (excl. VAT)**	Clearing price (%)	Clearing unit price (BGN/kWh/d/M)	**Clearing fee (BGN) (excl. VAT)**
					a	b	**c=a*b**		d	e=b*d/100	**f=a*e**	g=100%+d	h=b*g/100	**i=c+f**
	Balancing group Exit TSO							Balancing group Entry TSO						

DISCLAIMER

The auction procedure was compliant with the Operational Rules of the Capacity Booking Platform.

The present Auction Result Confirmation shall be considered as a Specific capacity booking transaction for the above allocated capacities. The contract was concluded between the above mentioned Contracting Parties in electronic way and electronic form. The RBP Operator confirms by digital signature that all data and details are correct and authentic in the Auction Result Confirmation. The Auctions Result Confirmation is valid and effective without any further act between Contracting Parties.

All relevant terms and conditions of the Auction Result Confirmation other than detailed above are governed by the national regulations relevant to Bulgartransgaz EAD. By having participated in the present capacity allocation procedure, (Network User) declares to have read, understood and accepted the national rules and regulations.

Annex 1A - AUCTION RESULT CONFIRMATION

TSO:

Bulgartransgaz EAD
1336 Sofia, Liulin 2 Residential district, 66 Pancho Vladigerov Blv
175203478
21X-BG-A-A0A0A-C

Network User: ...

The RBP Operator hereby confirms that the above network user participated in the auction No... started at ... and closed at ...

Network point:				
Name: Strandzha (BG) / Malkochlar (TR)	EIC:21Z000000000157M	Network point code (nomination identification code):	Exit TSO:	Entry TSO:

Capacity product:			
Product type:	Quality Exit TSO:	Quality Entry TSO:	Instrument:
Reserve price of Bulgartransgaz EAD:		Capacity offered:	Capacity type:

The RBP Operator hereby officially confirms that the auction was successfully conducted and the following capacities have been allocated to the network user as the result of the above capacity auction:

Network Users' bid(s)					Auction result(s)									
					Capacity data			Auction data				Clearing data		
Last valid bid ID	Timestamp	Capacity (kWh/d/M)	Premium (%)	Minimum quantity (kWh/d/month)	Capacity (kWh/d/M)	Reserve price (BGN/kWh/d/M)	**Capacity fee (BGN) (excl. VAT)**	Auction premium basis (BGN/kWh/d/M)	Auction premium (%)	Auction unit price (BGN/kWh/d/M)	**Auction fee (BGN) (excl. VAT)**	Clearing price (%)	Clearing unit price (BGN/kWh/d/M)	**Clearing fee (BGN) (excl. VAT)**
					a	b	**c=a*b**		d	e=b*d/100	**f=a*e**	g=100%+d	h=b*g/100	**i=c+f**
	Balancing group Exit TSO							Balancing group Entry TSO						

Additional text from the TSO: Terms and conditions of use: minimum pressure of 50 bar at IP Strandzha/Malkoclar; nominations in both directions shall be fulfilled upon confirmation of BOTAS; the allocation of the quantities shall be made by BOTAS or pro rata to the quantities nominated. If an agreement is reached between the TSOs the "allocated equal to nominated" method shall be applied.

DISCLAIMER

The auction procedure was compliant with the Operational Rules of the Capacity Booking Platform.

The present Auction Result Confirmation shall be considered as a Specific capacity booking transaction for the above allocated capacities. The contract was concluded between the above mentioned Contracting Parties in electronic way and electronic form. The RBP Operator confirms by digital signature that all data and details are correct and authentic in the Auction Result Confirmation. The Auctions Result Confirmation is valid and effective without any further act between Contracting Parties.

All relevant terms and conditions of the Auction Result Confirmation other than detailed above are governed by the national regulations relevant to Bulgartransgaz EAD. By having participated in the present capacity allocation procedure, (Network User) declares to have read, understood and accepted the national rules and regulations.

GENERAL TERMS AND CONDITIONS TO CONTRACT FOR ACCESS AND NATURAL GAS TRANSPORT THROUGH THE GAS TRANSMISSION NETWORK OF BULGARTRANSGAZ EAD

1. DEFINITIONS

1.1 The terms below shall have the following meaning under this General Terms and Conditions (GTC) and the Transport contract:

Natural Gas Transmission shall mean natural gas transportation through the transmission network owned by the Operator;

Operator, Bulgartransgaz shall mean Bulgartransgaz EAD, certified operator of gas transmission network under the Energy Act, holder of licenses for natural gas transmission issued by EWRC;

EWRC/Regulator shall mean the Energy and Water Regulatory Commission, the national regulatory authority under article 39 of Directive 2009/73/EC of the European Parliament and the Council of 13 July 2009 concerning common rules for the internal market in natural gas and repealing Directive 2003/55/EC;

Natural Gas Customer shall mean any physical or legal person who has concluded a Contract for natural gas supply for non-household needs with a place of delivery being an acceptance point of the gas transmission network owned by the Operator;

User shall mean any physical or legal entity who has concluded a Contract for access and transport through Bulgartransgaz EAD gas transmission network;

Connected customer shall mean natural gas customer who has a connection in place with a gas transmission network through a direct gas pipeline, their property;

Balancing user shall mean a user to whom for a particular gas hand-over point the difference between the sum of the nominated quantities and the actually transported quantity shall be allocated, provided that other users at the point receive allocated quantity equal to the nominated one; Each Network User for a given natural gas acceptance point can submit a written notice to the Operator stating its balancing user status for this point, and in this case the Operator promptly notifies the other users that the allocation at this point shall be made under the Balancing User method ;

RBP Confirmation shall mean a confirmation for a specific transaction of capacity booked at Bulgartransgaz gas transmission network which is electronically generated by the

Capacity Booking Platform (RBP) and which is binding for the Parties under a Transport Contract;

Harmonized Transport Contract, Transport Contract, Contract shall mean a Harmonized Contract for Natural Gas Access and Transport through the gas transmission network of Bulgartransgaz together with the annexes thereto applied under the same contractual terms and conditions with regard to all network users, drafted by Bulgartransgaz following a public consultations hold with the stakeholders; it shall be signed following a user compliance verification procedure in line with the requirements of the *Rules for access to gas transmission and/or gas distribution networks and access to natural gas storage facilities,* on the basis of an Application for access received by the User;

Cubic meter or **m³** with reference to natural gas shall mean natural gas quantity at 20° C (293.15 degrees Kelvin), absolute pressure 101.325 kPa containing water vapours within the admissible concentration occupies a volume of one cubic meter;

Nomination shall mean a prior reporting by the User to the Operator of the natural gas quantities the User intends to inject into or withdraw from the system;

Re-nomination shall mean a subsequent reporting correcting the initial nomination**;**

Capacity product shall mean natural gas transmission capacity for a given time period at a given hand-over point or acceptance point of the network; depending on the period of their duration there are annual, quarterly, monthly, daily and within-day capacity products;

Yearly capacity product – natural gas transmission capacity per day with a duration of one gas year;

Quarterly capacity product – natural gas transmission capacity per day with a duration of one gas quarter;

Monthly capacity product – natural gas transmission capacity per day with a duration of one gas month;

Daily capacity product (Day-Ahead)- natural gas transmission capacity per day with a duration of one gas day allocated evenly over hours;

Withinday capacity product (Withinday)- natural gas transmission capacity per day from a set hour of the gas day by the end of the gas day, allocated evenly over hours;

Firm capacity – natural gas transmission capacity (firm capacity product) guaranteed by the Operator as uninterruptible in line with these GTC;

Interruptible capacity – natural gas transmission capacity (interruptible capacity product) that may be interrupted by the transmission operator at any time in accordance with the conditions stipulated in article 13.4, 13.5, 13.6, 13.7 and 13.8 of these GTC;

Entry capacity – the sum of User's transmission capacity in capacity products in line with the RBP Confirmations (the portfolio) to the amount of which the User has the right to inject natural gas to the system at a given hand-over point;

Exit capacity – the sum of User's transmission capacity in capacity products under the RBP Confirmations (the portfolio) to the amount of which the User has the right to withdraw natural gas from the system at a given acceptance point;

Contracted capacity – the maximum transmission capacity on daily basis that the Operator has booked for the User at the relevant entry and exit point/points in line with the RBP Confirmations;

Supplier – within the meaning of this Contract is a physical or legal entity who supplies natural gas to customers by virtue of a signed Contract for supply where the place of supply is at an exit point of the gas transmission network;

Natural Gas Access and Transport Services – include capacity offering at the entry and exit points of the gas transmission network and natural gas transport through the gas transmission networks**;**

Daily balancing period – a period equal to the gas day within which the User is liable to keep a balance between the natural gas quantities handed over for transmission at hand-over points and the natural gas quantities withdrawn at acceptance points for the balancing zone;

Imbalance - the difference between the natural gas quantity allocated to the User at the entry points of the gas transmission system and the natural gas quantities allocated to the User at the exit points of the network for the respective gas day, taking into account the natural gas for operational needs and the transactions concluded in the virtual trading point. The imbalance may be positive or negative. The daily imbalance quantities shall be expressed in KWh;

Balancing zone – an entry-exit system with a uniform balancing regime that includes Bulgartransgaz EAD gas transmission network and for which the User's balance status shall be determined;

Gas Day – shall mean a period of 24 hours, starting at 7:00 am local time regardless of the day it starts and ending at 7:00 am local time on the next day. On the day of switching

to summer time, the gas day shall be a period of 23 hours, and on the day of switching to winter time, the gas day shall be a period of 25 hours;

Handed-over, hand-over and all derivatives shall mean the hand-over of natural gas for transmission by the User to the Transmission operator at the hand-over point;

Acceptance, take-over and all derivatives shall mean the acceptance of the natural gas by the User, transported by the Transmission operator at the acceptance point;

Hand-over point, shall mean entry points of the gas transmission network where the User hands over the natural gas to the Transmission operator;

Acceptance point shall mean exit points (metering lines) of the gas transmission network where gas metering is performed upon its hand-over by the Transmission operator to the User;

Virtual trading point (VTP) shall be a non-physical point where registered users of the virtual trading point can transfer the natural gas ownership between two balancing portfolios via informational platform provided by the Operator;

Technical specification shall mean a specification approved by the Regulator as part of Rules for management and technical rules of the gas transmission network (natural gas quality parameters), published on the website of the Operator, determining the requirements for the gas quality parameters of the natural gas entering Bulgartransgaz gas transmission network;

Gas year shall mean a period starting at 7:00 am local time on the first day of October of a given calendar year and ending at 7:00 am local time on the first day of October next calendar year;

Gas month shall mean a period starting at 7:00 am local time on the first day of a given calendar month and ending at 7:00 am local time on the first day of the next calendar month;

Gas quarter shall mean a period of time starting at 7:00 am local time on the first day of October, January, April and July and ending at 7:00 am local time on the first day of January, April, July and October accordingly;

Natural gas or Gas shall mean any type of hydrocarbons or a mixture of hydrocarbons, or the associated gas or other gases, consisting mainly of methane, which at 0° C and atmospheric pressure are predominantly in the gaseous state;

Gross Calorific Value shall mean the quantity of heat released at the complete combustion at constant temperature 298.15 K **(25°C)** of one cubic meter of natural gas

under standard conditions 293.15 K **(20°C)**, whereas all of the water formed during the combustion condensates at reference temperature. It shall be expressed in kWh;

Gas of deteriorated quality characteristics shall mean natural gas which quality characteristics fail to comply with the Technical Specification;

Water dew point shall mean the temperature at which water vapours in the natural gas begin to condense;

Linepack (gas accumulation in the pipe) shall mean natural gas quantity, expressed in cubic meters, located in the gas transmission network at a given moment;

Regional Booking Platform, RBP – Electronic capacity booking platform owned by FGSZ Zrt. commissioned by Bulgartransgaz jointly with the neighbouring transmission operators at the interconnection points IP Kulata/Sidirokastro, IP Ruse/Giurgiu, IP Negru Voda/Kardam and IP Stara Zagora and implemented by Bulgartransgaz at IP Strandzha/Malkoclar, IP Strandzha2/Malkoclar, IP Kireevo/ Zaječar, IP Kyustendil/ Zhidilovo, and IP Kalotina/Dimitrovgrad, as well as at entry and exit points of the gas transmission network to users in the country;

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.

Assignment of capacity - transfer of the rights and obligations on capacity products on the secondary market through the RBP, whereas the obligation to pay for them shall be incumbent on the user who has acquired them.

Transfer of capacity right-of-use - transfer of the right to use the capacity on the secondary market through the RBP, where the obligation to pay for it remains with the transferring user. Upon transfer of capacity rights-of-use, the transferring user shall continue to fully fulfil his rights and obligations towards the Operator under the Contract with respect to the capacity subject to transfer.

Working days – the days of the calendar year, except for Saturdays and Sundays, official holidays in the Republic of Bulgaria and the days declared to be non-working by decision of the Council of Ministers of the Republic of Bulgaria.

1.2 Unless explicitly otherwise stated in these GTC natural gas transmission, transportation or transport shall mean the same.

2. SUBJECT OF THE GTC

2.1 The Operator shall be liable to secure entry/exit transmission capacity at acceptance/hand over points in line with the capacity products allocated to the User (Yearly, Quarterly, Monthly, Day-Ahead and Withinday) for the respective day of the period following a successfully conducted auction at the RBP certified by RBP Confirmation.

2.2 The User shall be liable to secure the hand-over at the hand over points and to accept at the acceptance points the nominated natural gas quantities in line with the confirmed nominations under article 5 of these GTC and according to the type of transmission capacity on a daily basis (Firm, Interruptible, Day-Ahead, Withinday, Monthly, Quarterly, Yearly) – according to the RBP Confirmations and at a pressure, published on the Operator's webpage.

2.3 The Operator is bound to accept at hand-over points and hand-over at acceptance points the natural gas quantities handed over according to the confirmed nominations under article 5 of these GTC at hand-over points and at a pressure published on the Operator's webpage.

2.4 The responsibility and the risk of natural gas accidental loss shall be transferred from the User to the Operator and vice versa, respectively at hand-over points and acceptance points.

3. PROCEDURE ON ADOPTING, AMENDING AND SUPPLEMENTING THE GTC

3.1 The procedure on adopting, amending and supplementing the GTC is as laid down in the Transport Contract.

4. NATURAL GAS QUALITY CHARACTERISTICS

4.1 The natural gas handed over for transmission at hand-over points shall meet the quality characteristics specified in the Technical Specification approved by EWRC and published on the Operator's website.

The natural gas accepted at acceptance points shall meet the quality characteristics specified in the Technical Specification.

4.2 In the event that the natural gas quantity meant for transmission fails to meet the quality characteristics according to the Technical Specification, the User shall, within one hour of becoming aware of such inconsistency, shall inform the Transmission operator about the reasons thereof, the expected duration of the problem and taken

necessary measures to terminate further hand over of gas with deteriorated quality characteristics.

4.3 If the natural gas quantity handed over for transmission does not meet the quality characteristics (gas with deteriorated quality characteristics), the Transmission operator can:

a) refuse to transport all of the gas quantity with deteriorated quality or part thereof;
b) transport all of the nominated gas quantity with deteriorated quality or part thereof.

4.4 In the event that the Transmission operator has accepted gas with deteriorated quality characteristics, the User shall owe compensation to the amount of all proven costs covered by the Transmission operator as a result of the acceptance or rejection of that gas.

4.5 If all of the natural gas quantity meant for acceptance by the User or any part thereof is of deteriorated quality characteristics, the Transmission operator shall, within one hour of becoming aware of such inconsistency, inform the User about the reasons thereof, the expected duration of the problem and taken necessary measures to terminate further hand over of such gas.

4.6 If the natural gas meant for acceptance does not conform to the parameters of the quality characteristics of the handed over gas (gas of deteriorated quality characteristics by no fault of the User), the User can:

a) Refuse to accept all of the gas quantity of deteriorated quality or part thereof.
b) Accept all of the natural gas quantity of deteriorated quality or part thereof.

4.7 In the event that the User has received gas of deteriorated quality characteristics, the Transmission operator shall owe compensation to the amount of all proven costs incurred by the User as a result of the acceptance or rejection of such gas.

4.8 Rejected quantity:

a) According to art. 4.3.a. in full, the part rejected under art. 4.3.b. will be considered not handed over.
b) According to art. 4.6.a. in full, the part rejected under art. 4.6.b. shall be considered unaccepted.

5. NOMINATIONS AND BALANCING

5.1 The procedure for submitting, processing, matching, confirming or rejecting nominations or re-nominations for transmission shall be in line with the provisions laid down in Chapter 2 and Chapter 3 of the *Natural Gas Market Balancing Rules* approved by EWRC. The data exchange between the User and the Operator shall be made in line with Chapter 4 of the *Natural Gas Market Balancing Rules.*

5.2 Nominations and re-nominations shall be submitted via Operator's Commercial Dispatching Platform (CDP) and the user shall register at the CDP as indicated on the Operator's webpage.

5.3 If there is a CDP technical failure or due to a technical issue occurred during connection, as an exception, nominations can be submitted via email.

5.4. The procedure for submitting, processing, and confirming nominations at entry/exit point GMS Chiren shall be in line with the procedures for submitting, processing and confirming nominations laid down in the *Natural Gas Market Balancing Rules* except for the right to submit re-nominations. Nominated/confirmed quantities for transmission at entry/exit point of the gas transmission network GMS Chiren shall be considered the quantities nominated/confirmed for withdrawal/injection from/to Chiren UGS in compliance with the terms and conditions of a storage contract in line with the technological regime of the UGS and the technical limits during the nominated period.

5.5 In case of a cut off or decrease in gas supply at hand-over points the User shall no later than 2 hours following the cut off/decrease notify the Transmission Operator of the reasons and the expected duration and at the same time amends and quantities it has booked for transmission for this period.

5.6 The User shall be liable to maintain balance on daily basis between the natural gas quantities handed over for transmission at the entry points and the natural gas quantities accepted from the network at the exit points.

5.7 The User may buy and sell natural gas, using the VTP, including with a view to minimizing the imbalances of its balancing accounts in line with the provisions of Chapter Six – „Virtual trading point. Notifications for a trade" from the *Natural Gas Market Balancing Rules*.

5.8 In order to support the User in taking timely corrective actions to compensate differences between the natural gas handed over and accepted, the Operator shall provide information to the User in line with Chapter five – "Provision of information on the balancing status of users" from the *Natural Gas Market Balancing Rules*.

5.9 All entry and exit points at one and the same balancing zone under concluded transport contract of the User shall be considered as total balancing portfolio for the purposes of establishing the daily imbalance subject to financial settlement.

5.10 The balancing regime shall be in line with the Natural Gas Market Balancing Rules and the Daily Imbalance and Neutrality Balancing Charge Methodology. The financial settlement of imbalances shall be in line with the Contract for Natural Gas Purchase and Sale for Balancing signed between the Operator and the User.

6. ALLOCATION AND REPORTING OF THE NATURAL GAS QUANTITIES

6.1 The allocation of the natural gas quantities at entry and exit points shall be made on daily basis in line with the procedure under article 21 and article 252 of the *Natural Gas Market Balancing Rules,* approved by EWRC.

6.1.1. The allocation of the natural gas quantities at the interconnection points shall be carried out in accordance with the rules and procedures set out in the Interconnection Agreement with the neighbouring Transmission Operator.

6.2 The allocation of the quantities at entry-exit point GMS Chiren shall be made on the basis of the quantity allocation method "confirmed equals allocated"

6.3 The allocation under article 6.1 of the natural gas quantities at entry and exit points shall be made via the CDP.

The Platform provides additional possibility to all users who have certificate for access to submit/confirm the information necessary for the allocation of the quantities under article 21, para. 21, article 22, para.2 item 1 and item 2 of the Natural Gas Trading Rules.

If the Users do not avail of the opportunity provided by the Platform or do not provide a Protocol which meets the requirements of Art. 21 and Art. 22 of the Natural Gas Trading Rules, the quantities shall be allocated by the Operator proportionally to the confirmed nominations.

6.4 Based on the daily allocated quantities at the entry and exit points, the Operator shall prepare and provide to the Users via the Platform a monthly report that becomes final at 5:00 pm on the 4th day of the month following the reporting one. Until this deadline, the Operator may correct the daily allocated quantities only if a technical failure of the metering devices is established.

6.5 The monthly report mandatory contains the following information on monthly natural gas quantities:

a) natural gas quantities accepted by the Transmission operator at hand-over points, in MWh for each day;
b) natural gas quantities handed over by the Transmission operator at acceptance points, in MWh for each day;
c) capacity booked for each of the days at hand over and acceptance points in MWh/d.
d) daily excess in capacity at acceptance/hand over points in MWh/d.
e) quantities not delivered/not accepted under art. 4.8.

6.6 The information on the final Monthly report shall be used when issuing the final monthly invoices between the Parties under the signed Transport Contract.

7. INVOICING AND PAYMENT

7.1 By the 5th day of the current month, on the basis of the received capacity booking confirmations from the RBP, the Operator shall prepare and submit to the User an invoice for the amount of the capacity booked by the User, which shall include:

- 1/12 of the value of the yearly capacity products booked calculated at the current access prices valid for the month of payment;

- 1/3 of the value of the quarterly capacity products booked calculated at the current access prices valid for the month of payment;

- the value of the monthly capacity products booked.

7.2 By the 5th day of the month following the reporting one, the Operator shall provide the User a monthly report with the information under Art.6.5.

7.3 No later than the 5th day of the month following the reporting one, the Operator shall issue and provide the User an invoice including the value of the following access and transmission services:

- the value of the natural gas transmission services for the reporting month, based on the natural gas quantities allocated according to the entry and exit points, according to the Monthly Report under Article 7.2.;

- the value of the daily capacity products booked during the reporting month;

- the value of the capacity products booked within the day during the reporting month;

- the value of the fees charged for excess of capacity during the reporting month;

- the value of the specific transmission services provided during the reporting month, if any.

7.4 Additionally, by the 5th day of the month following the reporting one, the Operator shall issue and submit to the User an invoice including the value for the auction premiums for the capacity allocation procedures for the previous month conducted on the RBP platform (if any).

7.5 The User shall be entitled to contest the full invoiced amount or part of it, including based on contesting the Monthly report under art. 7.2., or provide further evidence accepted by the Operator, that impose a change in the invoices and shall be obliged to pay the full amount of the invoices valid on the date of maturity of its payment, regardless of contestation.

7.6 The Operator shall return all overpayments proven by the User and/or arisen out as a result of an error, and the User shall also pay all overpayments under issued invoices arisen out as a result of errors within 5 days as of establishing the error/accepting the evidence.

7.7 No amounts under issued invoices can be corrected consequently to a challenge registered after the expiry of a 12 (twelve) month term as of the date of issuance of the invoice.

7.8 The User shall pay the amounts under the invoices within five business days as of the date of receipt of each invoice at the email specified by the User in the Transport contract.

7.9 The Operator shall send the invoices electronically to the e-mail address as specified by the User in the Transport Contract.

7.10 If within the term specified in Art. 7.8 the User does not pay the amounts due, the same shall owe to the Operator penalty to the amount of the statutory interest for the amount outstanding at the specified term, for the entire period of delay, including the date of final payment.

7.11 In the event of User's failure to pay the amount due hereunder within 7 days as of the date on which it had to pay, after submitting via email a two-day notice to the User, the Operator has the right to use the credit limit up to the amount of the due amount together with the due delay penalty.

7.12. Upon assignment of quarterly and yearly capacity products effective on the date of the assignment, the obligations to pay the instalments according to Art. 7.1 for the products subject to assignment, shall be incumbent on the user acquiring capacity product from the beginning of the month following the date of the assignment.

7.13. Upon transfer of capacity rights-of-use, the obligation to pay for the relevant products remains with the transferring user.

7.14. Upon assignment of capacity of monthly, quarterly and yearly capacity products prior to the initial period of validity of the respective products, the obligation to pay for them shall be transferred to the user who has acquired the respective capacity product.

7.15 In case that the User fails to recover the credit limit within the current month or within 5 days of its use whatever occurs later up to the due amount, after submitting via email a two-day notice, the Operator shall have the right to interrupt the transmission by terminating the Transport Contract by means of an unilateral written notice to the User.

8. CREDIT LIMIT

8.1 To guarantee payment under the Contract every User shall secure a credit limit, in one of the following forms:

8.1.1 A cash deposit means onto Bulgartransgaz EAD bank account;

8.1.2 A bank guarantee opened in favour of Bulgartransgaz EAD,

or a combination of the two forms.

8.2 The minimum value of the secured credit limit shall be EUR 2 500.

8.3 Crediting the deposit shall be made in Euro to the bank accounts of Bulgartransgaz EAD indicated in Art. 12 of the Transport Contract. The grounds in the payment order shall be noted "cash deposit under a Transport Contract".

8.4 The bank guarantee shall be unconditional, irrevocable, with a possibility to be fully or partially used. The guarantee must contain an obligation of the guarantor-bank to make an unconditional payment at Bulgastransgaz EAD first written demand in case the User had failed to honour its obligation to pay the due amounts under a signed Transport Contract. A bank guarantee template is enclosed to the Transport Contract (Annex 3).

8.5 The bank guarantee shall be issued in Euro, by a bank in the European Union with a minimum B credit rating in line with Standard and Pours's classification or equivalent according to the classification of other credit rating agencies in line with the enclosed template and must be with a validity term of at least 12 (twelve) months as of the date of the assignment thereof.

8.6 The bank guarantee shall be renewed at least 45 days prior to the expiry of its term of validity.

8.7 In case the bank guarantee shall not be renewed within the term under art. 8.6, the Operator may suspend the transmission for the User until the compliance with the terms and conditions of art. 8.6 and terminate the Transport Contract.

8.8 The Transmission Operator shall record of the status of the credit limit and shall reserve (block) amounts of money, release reserved amounts, and update the credit limit in line with the User's actions.

8.9 The User shall have the right to book capacity products by means the RBP at a value guaranteed by the credit limit available at the time of the capacity allocation procedures.

8.10 Reservation of amounts by the Operator from the credit limit shall be made automatically using the RBP or at the time of the capacity booking procedures in amounts as follows:

a) Concerning allocated annual capacity, an amount of the credit limit shall be reserved equal to 6% of the value of the booked annual product equal to the quantity of booked capacity according to the RBP confirmation, multiplied by the price for this product applicable as of the auction date, including VAT and of the value of the added auction premium, if any, including VAT;

b) Concerning allocated quarterly capacity an amount of the credit limit shall be reserved equal to 25% of the value of the booked quarterly product equal to the quantity of booked capacity according to the RBP confirmation, multiplied by the price for this product applicable as of the auction date, including VAT and of the value of the added auction premium, if any, including VAT;

c) Concerning allocated monthly capacity an amount of the credit limit shall be reserved equal to 70% of the value of the booked monthly product equal to the quantity of booked capacity according to the RBP confirmation, multiplied by the price for this product applicable as of the auction date, including VAT and of the value of the added auction premium, if any, including VAT;

d) Concerning allocated day-ahead and within-day capacity an amount of the credit limit shall be reserved equal to 100% of the value of the booked capacity product equal to the quantity of booked capacity according to the RBP confirmation, multiplied by the price for this product applicable as of the auction date, including VAT and of the value of the added auction premium, if any, including VAT;

8.11 In case of allocation auctions for bundled capacity at entry/exit points for which Regulation (EU) 2017/459 applies, the amounts reserved under art. 8.10 shall be determined applying the percentage rates based on the amount of the quantity of the

booked capacity product multiplied by the valid price of the respective product, including VAT and the half of the auction premium, if any, including VAT.

8.12 In case of transfer of capacity products on the secondary market, the respective amounts shall be reserved under art. 8.10. from the credit limit of the acquiring user depending on the acquired capacity products.

8.13 Assignment of capacity products cannot be registered in case the acquiring user has not sufficient available credit limit.

8.14 Amounts reserved under art. 8.10 shall be released provided that there are no outstanding payment obligations under the Contract as of the date of release, which is determined as follows:

a) amounts reserved for allocated annual and quarterly capacity products – up to 2 (two) days as of the date of the last payment made by monthly instalments of the respective product.

b) amounts reserved for allocated monthly capacity products for day ahead or within day – up to 2 (two) days as of the date of the payment made of the respective product.

c) the amounts reserved, guaranteeing the due auction premiums shall be released within a 2 days as of the payment of the due premiums;

d) In case of capacity transfer between two users as a result of a procedure for the change of the supplier and/or trade transaction on the secondary market, the Operator shall release the reserved credit limit of the Transferring user with regard to the transferred products within 2 (two) days as of the transfer date.

8.15 Reserved credit limit may be used by Bulgartransgaz EAD up to the amount of the due amount after submitting via email a two-day notice in case that the User had not performed its obligation to pay within the deadline and in line with the provisions hereof.

8.16 In the case under art. 8.15 Bulgartransgaz EAD shall reserve from the available credit limit amounts up to the amount, covering at least the minimum required guarantees for the booked capacity products under art. 8.10.

8.17 When using the credit limit under art. 8.15 Bulgartransgaz EAD shall inform the User by e-mail and shall include in such notice the due required guarantees under art. 8.10 after the transaction under art. 8.16, if any exist.

8.18 Within 5 (five) working days as of the notice the User shall be responsible to recover the security to an amount covering at least the required amount under art. 8.17.

8.19 The costs associated with the opening and the use of the bank guarantee shall be borne by the User.

8.20 The Operator shall not owe to the User any interests for the time when the amount of the guarantee deposit has been kept with him in line herewith, nor any other additional payments of fees, expenses, etc. associated with the credit limit (the guarantee).

8.21 The User may submit an application via e-mail or using CDP for a recovery or transfer of the available credit limit in case there are no unpaid obligations towards Bulgartransgaz at the time of submission of such application.

8.22 Bulgartransgaz EAD following the check for the absence of unpaid obligations of the User shall return the financial security up to the amount of the declared available credit limit and/or release or replace bank guarantees within 5 (five) working days as of the receipt of the application.

8.23 Bulgartransgaz EAD shall return the financial security/release the bank guarantee within 5 (five) working days as of the receipt of the application in the following cases:

8.23.1 The User shall replace the form of the financial security upon the submission of the new form of financial security or the following conditions exist:

1. The User has no financial liabilities towards Bulgartransgaz arising out of the signed Contract for Access and transmission.
2. At the time of submitting the application the User shall have no reserved amounts under the credit limit.

9. PRESSURE

9.1. The User shall hand over natural gas for transportation at hand-over points with a pressure not exceeding the maximum pressure and not lower than the minimum, as published on the Operator's website.

9.2. The Operator shall be entitled to fully or partially reject acceptance of the natural gas quantity, nominated by the User at the hand-over points, if it does not meet the pressure requirements.

9.3. The natural gas accepted by the User at the acceptance points will be with a pressure as published on the Operator's website, provided that the User has handed over natural gas for transportation at the hand-over points with a pressure pursuant to the provisions of item 9.1.

9.4. The User shall be entitled to fully or partially reject acceptance of the natural gas quantity nominated at the acceptance points if it does not meet the pressure requirements and the User has handed over the natural gas for transmission at the hand-over points with a pressure pursuant to the provisions of art. 9.1.

10. SCHEDULED MAINTENANCE WORKS

10.1. The Operator shall publish on its website by 15 November prior to the beginning of each calendar year a schedule for planned repair works related to the capacity limitation of each of the cross-border points for the forthcoming year.

10.2 Within the current year, as an exception, the Operator may amend the published schedule with the periods of scheduled facilities maintenance under item 10.1, and no later than 30 days prior to the beginning of each repair works period shall publish the information on its webpage. The scheduled maintenance relate to the capacity limitation at the domestic points shall be announced on the Operator's webpage no later than 30 days prior to the beginning of each repair works period.

10.3. The technical regimes for natural gas transportation during these periods shall be determined by the Operator.

10.4. During any period or periods for scheduled maintenance works the Parties shall observe to the procedures for nominating quantities, as specified in art. 5. Nevertheless, the Operator shall be entitled to reduce the nominated natural gas quantity depending on the technical capability under art. 10.2.

11. METERING

11.1. The natural gas quantities at the hand-over points and at the acceptance points shall be metered by means of the existing metering devices.

11.2. The transported natural gas quantities, reported by the commercial metering devices at the hand-over and acceptance points are considered to be the only reliable and binding on the Parties to the Contract for the purposes of allocating the quantities in line with the applicable method at the hand-over/acceptance point.

11.3. In the case of faulty or otherwise inoperative commercial metering devices at the acceptance points the transported natural gas quantities shall be determined by the Operator in the following sequence:

a) according to the control devices owned by the Operator. The control devices are in compliance with the Metering Law and are verified by an authorized laboratory;

b) according to the control metering devices - owned by the User or User's customers provided they meet the requirements of the Measurements Act and have been verified by an accredited laboratory;

c) on the basis of the previous reporting period for which metering data is available;

A Protocol shall be issued for such correction by the relevant employee of the Operator which shall include: reason for the correction, period covered by the correction, mode of recalculation of the transported quantities, transported (corrected) quantities, protocol date of preparation, full names, position and signature of the employee.

12. STOP OF GAS SUPPLY AT EXIT POINT OF THE GAS TRANSMISSION NETWORK AT USER'S REQUEST

12.1 In the event the validity of a supply contract at given gas acceptance point of the transmission network is terminated or supply at given gas acceptance point of the transmission network is suspended in line with the provisions of an existing supply contract, the User may:

a) notify the Operator on a long-term stop of natural gas transmission by indicating the specific gas acceptance point where stop of gas transmission is requested, as well as the exact date as of which termination of gas transmission at this point is requested.

b) notify the Operator on the temporary suspension of natural gas transmission by indicating the specific gas acceptance point where suspension of gas transmission is requested, as well as the exact date as of which suspension of gas transmission is requested.

c) the notice under a) and b) shall be received by the Operator at least 48 hours prior to the date for which such termination of the transmission is requested.

d) request from the Operator to stop the gas supply at the natural gas acceptance points /metering lines/ of the gas transmission network, when at this point, by directly connected facility, gas is accepted only by gas customers having concluded contracts only with the user and when at these points there is no other Customer/User with a valid Transport Contract and capacity booked thereunder.

12.2. Upon receipt of a notice under Art. 12.1, the Operator of the gas transmission network:

1. shall order the owner of any facility directly connected to the gas transmission network to suspend accepting natural gas as of the relevant date indicated in the notice.

2. in the event of failure to comply with the provisions of item 1, the Operator, after consultation with the User's representatives, shall undertake actions of transmission suspension to the gas pipeline of the directly connected facility at the indicated gas acceptance point and shall carry out the actions provided for to that end in the Rules for Management and Technical Rules of the Gas Transmission Networks.
3. actions under the previous item 2 shall be undertaken by the Operator only within the established working hours and only at the natural gas acceptance points /metering lines/ of the gas transmission network, where by directly connected facility gas is accepted only by gas customer(s) for whom transmission is suspended and/or cut, and when at these points there is no other User with a valid Natural Gas Transport Contract.

12.3. All risks, damages and claims of the persons concerned that may arise while implementing the provisions of art. 12.2 shall be borne by the User who has requested suspension of natural gas transmission at the respective gas acceptance point, except where non-compliance by the Operator with the regulatory requirements, including the Rules for Management and Technical Rules of the Gas Transmission Networks, which have resulted in such damages.

12.4 Restoration of transmission at given gas acceptance point, except for the cases under art. 12.1(a) shall take place only within the established working hours and after User's notice received by the Operator holding existing Contract and capacity booked at the respective exit point no less than 48 hours prior to the date for which restoration of transmission has been requested.

12.5. The User shall pay the respective fee for the service of the stop and restoration of the transmission, as approved by the EWRC as proposed by the Operator and published on its website.

13. STOP AND LIMITATION OF NATURAL GAS TRANSMISSION BY THE OPERATOR. INTERRUPTION OF INTERRUPTIBLE CAPACITY.

13.1 The operator shall be entitled to stop or limit natural gas transmission in the following cases:

a) In case of immediate threat to life, health or property of people and in order to avoid such circumstances;

b) In case of force majeure;

c) During scheduled reconstructions and repair works on the gas transmission system facilities;

d) In case of emergency or any other technological reasons beyond the control of the Operator;

e) In case of emergency repair on the gas transmission system facilities;

f) In case of introduced limitation regime;

g) In cases threatening the gas transmission network integrity;

h) In case the User does not meet the natural gas quality and/or pressure requirements at the hand-over points of the gas for transmission;

i) In case of compliance with the obligations of the Operator under the Emergency Action Plan in line with Regulation (EU) No 2017/1938 of the European Parliament and of the Council of 26 October 2017 approved by an Order of the Minister of Energy.

13.2 The Operator shall bear no responsibility to the User for any damages suffered and/or lost profits as a result of suspension or limitation of natural gas transport in the cases listed in item 13.1.

13.3 In case of introducing limitation regime or temporary limitation of natural gas supply, according to Ordinance No 10 of 9 June 2004 on the procedure for introducing limitation regime, suspension or restriction of production or supply of electricity, heat and natural gas, the terms, conditions and obligations set out in the Emergency Action Plan and Ordinance No 10 shall apply.

In this case natural gas transmission to the exit points shall be limited under the conditions and schemes for introducing limitation regime prepared by the Operator pursuant to Art. 19 (3) of Ordinance No 10 of 9 June, 2004. The User shall be obliged to take all possible measures to limit consumption by gas customers with supply contracts to the announced daily limit for each of them;

13.4 In order to ensure implementation of the contracted firm capacity for transmission, the Transmission Operator shall be entitled to interrupt (partially or fully) the contracted interruptible capacity for transmission.

13.5 The Transmission Operator shall be entitled to interrupt interruptible capacity for transmission when the total of the nominations confirmed for the gas transmission network users at the point in the forward flow direction is less than the total of nominations confirmed for the users in the reverse flow direction.

13.6 The Transmission Operator shall be entitled to interrupt firm and/or interruptible capacity for transmission in case of planned and unplanned repair works along the

gas transmission network which shall lead to a capacity reduction in this entry-exit point below the total of all confirmed nominations.

13.7. The interruption of the interruptible capacity shall be made based on time (interruptible capacity bought last shall be interrupted with priority). In case of interruptible capacity bought at one and the same time, proportional reduction shall apply.

13.8. When executing scheduled and non-scheduled repair works on the gas transmission network, after the complete interruption of the interruptible capacity and upon reporting the quantities nominated for transmission for the respective gas day, the Operator shall reduce the firm capacity proportionally to the capacity booked by the users for the respective affected points with a limited capacity, up to the complete interruption of their transmission capacity, if necessary.

13.9. The Transmission operator shall immediately notify the User on the likelihood of interruption under item 13.4., 13.5, 13.6, 13.7 and 13.8., as well as capacity interruptions occurred, the reasons and their duration.

14 CHANGE OF SUPPLIER

14.1. If regarding a User under an existing Transport Contract the right to change the supplier shall be fully or partially exercised by its Customer (natural gas customer) under a Natural Gas Supply Contract the following procedure shall apply:

14.1.1. The Customer who is willing to change the supplier shall send to the Operator a written request under art. 31, para 1 of the Natural Gas Trading Rules at least three weeks prior to the date as of which the change of the supplier is asked for, and it shall contain:

- name and identification data of the customer, the new and the old supplier;
- an extract of a Supply Contract with the new supplier, demonstrating: the date of first supply, term of validity of the Supply Contract, place and programme of supply, containing information on natural gas quantities agreed upon to be supplied, including broken down in quarters, months and days (in case of supply contracts with a term shorter than one calendar month), and maximum and minimum daily quantity;
- evidence provided by the new supplier showing the lack of circumstances under art. 2, para. 2 of the Rules for providing access to the gas transmission/distribution networks and access to natural gas storage facilities issued by the Regulator (the

Rules), unless the new supplier has not signed a Transport Contract with the Operator.

14.1.2. In case of a partial change of supplier, the Customer shall within the indicated deadline submit to the Operator the information required by art. 14.1.1 broken down by suppliers (network users) where there is more than one;

14.1.3. Capacity transfer, partial or complete, shall be made bilaterally by the two suppliers using the RBP (Regional Booking Platform) and in line with the procedure, laid down in art. 7 of the Contract for Access and Transport or by the Operator.

14.1.4. Change of supplier is allowed only if the new supplier fulfils the conditions under art. 2, para. 2 of the Rules and if the new supplier has no outstanding financial obligation towards the Operator, the term of which has expired.

14.1.5. Upon partial change of supplier, the capacity is transferred from the original to the new supplier, according to the period requested by the Customer. Priority is given to transferring the closest in time capacity product entirely covering the requested period and if necessary, the residue is supplemented with the next in terms of duration capacity product, entirely covering the requested period.

14.1.6. Capacity transfer, the partial or complete change of supplier respectively, shall become effective on the first day of the gas month, following the month when the request was filed.

15. FORCE MAJEURE

15.1. Force majeure is an unforeseen or unavoidable event of extraordinary nature occurred after the signing of the Transport Contract beyond the will of the Parties, which is in causal relationship with the failure or delay in the performance of the access and transmission services.

15.2. Failure to comply with any term or condition hereof and of the Transport Contract by either Party shall not be considered default as far as it results from force majeure circumstance and provided that this Party has not been in delay at the time of force majeure occurrence. As a result of such circumstances, if either Party is in default in respect to implementation of any of the terms and conditions hereof and of the Transport Contract, the time when the Party has been in default only due to force majeure circumstances will be added to the corresponding term provided for herein and in the Transport Contract.

15.3. Each Party claiming force majeure shall promptly notify in writing the other Party and shall be obliged to undertake the following actions:

a) Within 10 days submit documents proving the existence of force majeure and thus justify its inability to fulfil the respective terms and conditions.

b) Within 30 days provide written information about the circumstances, the underlying causes and the possible consequences for Contract implementation, and the expected time when it would be able to resume the full performance of its obligations under the Contract.

c) Provide, on request, access to the other Party to inspect the location of the facility, which failure has resulted in claiming force majeure circumstances.

d) In the shortest possible time take all necessary measures to repair the facilities and resume the full performance of its obligations under this Contract.

15.4. In the event the Parties are not able to fulfil their obligations hereunder and under the Transport Contract due to force majeure for a period of 90 consecutive days, so that neither Party is interested in their implementation, it shall be entitled to terminate the Transport Contract by submitting a 30-days written notification to the other party, except in the case where within the period of the notification for termination, the natural gas hand-over and the transportation have been resumed.

16. CONFIDENTIALITY

16.1 The terms and conditions hereof and of the Transport Contract any information relating thereto received by each of the Parties is confidential and neither of them shall disclose it to third parties without the prior knowledge and consent of the other Party, except where such information:

a) Has already been made available to the public at the time of signing and implementing the Transport Contract and the GTC or may be received from other sources without limitations or breach of the present confidentiality clause;

b) Must be accessible to third parties according to the requirements of the Bulgarian or the European legislation, judgement or a decision issued by a competent public authority.

17. CORRESPONDENCE AND AUTHORIZED REPRESENTATIVES

17.1 Any notice by one Party to the other shall be delivered in person, by registered mail or e-mail. Contact details are laid down in the Transport Contract.

17.2 Notices shall be considered received under the following conditions unless otherwise explicitly stated in the Contract:

a) If delivered in person to an authorized representative or by registered mail with advice of delivery at the time and date when the delivery was made; or

b) If sent to the e-mail specified by the User in the Transport Contract.

17.3 The User shall authorize its own representatives in line with an enclosed list (Annex 4 to the Transport Contract).

18. FINAL PROVISIONS

18.1 In case either Party has accepted the failure to perform any of the provisions hereof or of the Transport Contract by the other Party without consequences, this shall not be considered a precedent nor shall be assumed that in any similar or different situation the first Party would again accept the default without any consequences.

18.2 If either Parties to these GTC or the Transport Contract has not properly performed its obligations, the non-default party shall be entitled to claim damages for default unless the failure to perform is due to a reason that could not be imputed to it.

18.3 Indemnity shall cover the losses and damages suffered as far as these are directly resulting from the default and could have been foreseen by the Party.

18.4 If within the term of validity hereof amendments in the legal and regulatory framework occur requiring changes in the GTC or/and the Transport Contract, the Operator may initiate their amendment outside the procedure and terms laid down in the Transport Contract.

FOR THE USER: **FOR THE OPERATOR:**

TEMPLATE OF A BANK GUARANTEE

To

BULGARTRANSGAZ 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 May ….202..., 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:

APPLICATION FOR BANK GUARANTEE AMOUNT INITIAL DISTRIBUTION

The undesigned ,
position ,
representing ,

As regards bank guarantee:

Bank guarantee №	
Guarantor (issued by)	
Guarantee amount	EUR

I declare the following initial distribution of the guarantee amount as collateral for the contracts, as follows:

Contract for access and transport of natural gas	EUR
Contract for purchase and sale of natural gas for balancing	EUR
Contract for transport and storage of natural gas	EUR

I hereby declare that I am aware of the following:

- **Subsequent reallocation of the bank guarantee amount is possible after a new application.**
- **This application, may also be signed with a qualified electronic signature.**

Name and surname:

Signature:

Date:

Appendix 4B: Contact information for the representatives of the TSO

Reference	Contact code	Organizational unit	Person/Function/Position	Availability (hours per day)	Phone	Fax	E-mail
Matching/Confirmation/Rejection of Nominations/Re-nominations	1						
	1						
	1						
	1						
Current realization of gas reception at the exit points and related to ongoing operation of facilities	2						
	2						
	2						
	2						
Information Exchange Platform (CDP)	3						
	3						
	3						
	3						
Settlement of transmission services	4						
	4						
	4						
	4						
Contracting of Transmission services	5						
	5						
	5						
	5						

Приложение 4Б: Контактна информация за упълномощените лица от ОПС

Пълномощие	Код	Организация	Лице/Функция/Позиция	Разполагаемост (часове от денонощието)	Телефон	Факс	E-mail
Съгласуване/потвърждаване/отхвърляне на заявки/коригиращи заявки за пренос	1						
	1						
	1						
	1						
Текуща реализация на газ на изходните точки и въпроси свързани с екслпоатацията на съоръжения	2						
	2						
	2						
	2						
Платформа за обмен на информация (CDP)	3						
	3						
	3						
	3						
Сетълмент на улугите по преноса	4						
	4						
	4						
	4						
Договор за пренос	5						
	5						
	5						
	5						