

CONTRACT FOR ACCESS AND NATURAL GAS STORAGE

No...../..... 2024

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This Contract for Access and Natural Gas Storage was signed on 2024..... between:

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

and

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

individually hereinafter refer to as a "Party" or collectively as the "Parties" and the Parties agree as follows:

1. Definitions:

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

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- **Working volume** – gas quantity in Chiren UGS above the buffer gas which can be injected or withdrawn;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

- **Services for access and natural gas storage** – include booking capacity for injection, withdrawal and storage in Chiren UGS in the name of the Customer, as well as natural gas injection, withdrawal and storage Chiren UGS within the capacity booked;
- **Capacity portfolio** – a set of all capacity products, which the Chiren UGS Operator books for the Customer according to a concluded storage contract;
- **Contracted/booked capacity** – capacity for injection, storage and withdrawal, in total of all capacity products allocated to the Customer, which the Operator books for the Customer, according to a concluded Storage Contract;
- **Firm injection/withdrawal capacity** – withdrawal/injection capacity which may be interrupted by the Operator only if the conditions of article 12.1 are met;
- **Interruptible injection/withdrawal capacity** – withdrawal/injection capacity that which be interrupted by the Operator at any time in line with the conditions in article 13.3 and 13.4;
- **Capacity product** – means capacity for injection, storage and withdrawal in Chiren UGS for a certain period of time; depending on the period of their duration, the capacity products are yearly, six-monthly, monthly, preliminary daily, day-ahead and intraday; depending on the possibility to be provided as bundled or unbundled, the capacity products are integrated and non-integrated;
- **Integrated capacity product** – a product that includes the simultaneous provision of a storage, injection and withdrawal capacity, allocated to the Customer by months in line with Section 5 and Section 7 of the Rules for Use of Chiren UGS;
- **Non-integrated capacity product** – withdrawal, storage or injection capacity, provided apart from the integrated product, that can be booked separately;
- **Customer** – any physical or legal entity, holder of natural gas storage contract signed with Bulgartransgaz EAD;
- **Gas Day** – a period of time starting at 07:00 a.m. local time on the respective day and ending at 07:00 a.m. local time on the next day;
- **Gas month** - a period of time starting at 07.00 a.m. local time on the first day of a given calendar month and ending at 07.00 a.m. local time on the first day of the next calendar month;
- **Gas Year** – a period of time starting at the beginning of the Basic injection period and ending at the end of the Basic withdrawal period;
- **Basic injection period (injection period)** – the time period throughout which the Operator has the technical readiness to physically inject natural gas in the gas storage facility for the needs of the Customers (the specific start and end dates of the period are announced in advance publicly by the Operator for each Gas Year);
- **Basic withdrawal period (withdrawal period)** – the time period throughout which the Operator has the technical readiness to physically withdrawal natural gas from the gas storage facility for the needs of the Customers (the specific start and end dates of the period are announced in advance publicly by the Operator for each Gas Year);
- **Contract for Access and Natural Gas Storage, Storage Contract, the Contract** – a contract between Bulgartransgaz EAD and a Customer, its subject includes services for

access and natural gas storage in Chiren UGS for storage, injection and withdrawal capacity allocated in line with the Rules for Use of Chiren UGS;

- **EWRC** – Energy and Water Regulatory Commission;
- **Reservoir stabilization periods** – periods between two consecutive withdrawal and injection periods announced by the Operator which are used for reservoir stabilization, technical maintenance and storage preparation during which no injection/withdrawal takes place. The periods shall be announced in due time on the Operator's website;
- **Regional Booking Platform, RBP** – electronic capacity booking platform owned by FGSZ Zrt. deployed by Bulgartransgaz for capacity booking for natural gas storage services;
- **RBP Confirmation** – a confirmation generated electronically by a capacity booking platform - RBP, legally binding the parties under the Contract for Access and Storage for a specific transaction for capacity booked for natural gas storage services.

2. Subject of the Contract for Access and Storage

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

2.2. By providing the required credit limit, Customer is eligible to book integrated yearly products, integrated six-monthly products, monthly products, preliminary daily capacity products, day-ahead capacity products and intraday capacity products using the RBP, as set forth in *the RBP Operational Rules* and *the RBP Network User Membership Agreement (NUMA)*.

2.3. The Integrated Yearly Capacity Products allocated in capacity allocation procedure under the the Emergency Action Plan are set forth in Appendix 1, which is an integral part of this Contract and shall be signed by the Parties upon execution of this Contract.

2.4. Confirmations issued by RBP for specific capacity booking transactions shall become an integral part of this Contract and shall be the basis for the issuance of invoices for the payment of access and storage services.

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

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

3. Rights and obligations of the Parties

3.1. Rights and obligations of the Chiren UGS Operator

3.1.1. Chiren UGS Operator is entitled to:

- a) receive payment for the provided services for access and natural gas storage;
- b) limit or terminate natural gas injection or withdrawal in case of unfulfilled payment obligations of the services for access and natural gas storage;

- c) limit or terminate the natural gas injection and/or withdrawal in the instances under Section 12 hereof;
- d) confirm the monthly withdrawal/injection nomination to the amount of the booked injection and withdrawal capacities from the Customer's Capacity Portfolio, taking into account the amount of the booked storage capacity of the Customer, as well as the currently stored quantities of natural gas. Injection nominations are confirmed up to the amount of the available part of the allocated storage capacity of the Customer, and the withdrawal nominations are confirmed up to the amount of the natural gas quantities stored in Chiren UGS at the time of the withdrawal nomination of the Customer;
- e) partially confirm or fully reject a daily nomination, depending on the technical and technological capabilities of Chiren UGS;
- f) reject withdrawal/injection nomination when:
 - the nomination is submitted after the deadline for submission of nominations;

dispose of the residual gas quantities in accordance with the Rules for Use of Chiren UGS. The funds received, after deductions have been made, are refunded to the Customer to its bank account.

3.1.2. Chiren UGS Operator is obliged to:

- a) provide access and natural gas storage services in accordance with the Contract, Appendix 1, and the RBP Confirmations for specific capacity booking transactions;
- b) invoice on a monthly basis the value of services provided hereunder;
- c) notify in due time about any failure of the Chiren UGS facilities and/or the introduction of a limitation regime, in case this may lead to allocation of quantities other than those confirmed for injection/withdrawal, the nature of the failure and the expected period for its elimination, as well as the expected injection/withdrawal capacity limitations.
- d) execute the confirmed injection/withdrawal nominations, except for cases as provided in the Contract.

3.2. Rights and obligations of the Customer

3.2.1. The Customer is entitled to:

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

3.2.2. The Customer is obliged to:

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

4. Contract term of validity

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

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

5. Contract termination

5.1. The Contract shall terminate in the following cases:

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

5.1.2. By mutual agreement in writing;

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

5.1.4. Unilaterally by the Operator under article 10.13.

5.2. In case of contract termination under article 5.1.3. or 5.1.4. due to the fault of the Customer, the latter shall pay compensation to the Operator in the amount of 100% of the value of the unrealized services for access and natural gas storage resulting from the Contract termination.

6. Contracted storage, injection and withdrawal capacity

6.1. The agreed integrated yearly capacity products acquired in the capacity allocation procedure under the Emergency Action Plan are as per Appendix 1.

6.2. The contracted integrated yearly products allocated in the trading capacity allocation procedure, integrated six-monthly products, monthly products, preliminary daily capacity products, day-ahead capacity products and intraday capacity products are as per RBP Confirmations for specific capacity booking transactions.

7. Injection/withdrawal nominations

7.1. Injection/withdrawal nominations shall be submitted by the users of the Chiren UGS through the CDP commercial dispatching platform, within the booked/contracted capacity. The platform allows injection and withdrawal quantities to be booked within the capacity booked at the time of the nomination. Nominations submitted within the deadline and within the capacity booked are automatically confirmed and shown in the user's balance portfolio.

7.2. The deadline for submitting nominations for injection/withdrawal quantities for the next gas day (Day-Ahead nomination) is 3:00 p.m. on the day preceding the injection/withdrawal.

7.3. The deadline for injection/withdrawal of quantities for the next gas day (Day-Ahead nomination) if a Day-Ahead Capacity Product is booked is 90 minutes following the closing of the capacity booking auction.

7.4. The deadline for injection/withdrawal of quantities for the current gas day (Intraday nomination) is 60 minutes following the closing of the Intraday capacity product booking auction.

7.5. Nominations for injection/withdrawal of quantities under booked capacity shall be submitted to CDP separately for each direction and taking into account the total booked capacity for the respective gas day.

7.6. Where a day-ahead or intraday capacity product is booked, the nomination shall allow for an increase of the nominated quantities for the respective period up to the amount of the total capacity booked, but not less than the already nominated quantities for injection/withdrawal within the deadline under point 7.2, except in cases where the customer has also booked capacity in the opposite direction to the already nominated quantities under point 7.2 and subject to article 7.5.

7.7. Where a customer books a day-ahead and intraday capacity product, the respective capacity booked shall be deemed to be nominated for the respective gas day in addition to the capacity quantities already booked by the customer and confirmed by the operator for the same period.

7.8. If the customer does not wish to nominate the full amount of the capacity booked under the day-ahead and intraday capacity products, the customer shall nominate the total amount for injection/withdrawal (separately for each direction) within the capacity booked and in an amount not less than the last nomination already confirmed by the operator.

7.9. The Customer shall have the opportunity to submit nominations for injection/withdrawal quantities for each gas day until the end of each commenced or upcoming month and shall have the right to change its nomination for each gas day up to the deadline provided for in article 7.2.

7.10. If a customer does not submit a nomination for quantities for injection pursuant to article 7.9 and within the deadline provided for in article 7.2, it shall be deemed that for the upcoming gas day, after the expiration of the deadline provided for in article 7.2, the customer does not wish to withdraw or inject natural gas quantities.

7.11. The Customer shall secure the necessary authorised access to the CDP platform following the instructions published on the Operator's website. In the event of a technical issue in CDP platform functioning, which has been declared or confirmed by the Operator in an operational manner, users' nominations and Operator's confirmation of quantities shall be communicated via email by authorised persons as set out in Appendix 7 to this Contract.

8 Allocation of the injected/withdrawn quantities

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

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

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

8.4. By the fifth day of the month following the reporting month the Operator shall prepare a Monthly Act on the stored/injected/withdrawn natural gas quantities, broken in days on the basis of the allocated quantities in line with articles 8.1 or 8.2 during the reporting month (Appendices 5 and 6).

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

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

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

9. Price

9.1 The Customer shall the cost of the access and natural gas storage services at the prices applicable at the time of provision of the services as approved by the EWRC, subject to article 9.4.

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

9.3. The prices applicable for the relevant price period are published on the Operator's website and apply to the allocated capacity specified in Appendix 1 to the Contract and the RBP Confirmations.

9.4. The prices approved by the EWRC shall be the starting prices for the capacity allocation auctions conducted pursuant to the Rules for Use of the Chiren UGS. The auction premium, if any, established by the RBP, as a result of the auction shall be paid by the Customer in addition to the price under article 9.1.

9.5 Monthly Capacity Product prices for injection/withdrawal for months with incomplete days due to overlap with reservoir stabilization periods shall be reduced by a factor determined by the ratio of the number of effective injection/withdrawal days to the number of days in the month.

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

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

10.1.1. By the fifth day of the current month, based on the booked capacity products as per Appendix 1 to the Contract and the RBP Confirmations for the current month, the Operator shall prepare and submit an invoice for the Customer to pay, which shall include:

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

10.1.2. By the fifth day of the current month on the basis of the booked day-ahead and intraday capacity products and the allocated quantities for injection for the previous month, according to the Monthly Act under article 8.4, the Operator shall prepare and submit an invoice to the Customer for payment, which shall include:

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

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

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

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

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

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

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

10.6. The Customer shall pay the amounts on the invoice by the 10th day of the month of invoicing after receiving the invoice electronically at the email address indicated by the Customer in the Contract for Access and Storage.

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

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

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

10.10. The transfer of capacity products or rights to use capacity products shall take place through the RBP subject to the following conditions:

10.10.1 Transactions on the secondary market for transfer of capacity or rights to use capacity carried out on the RBP shall be confirmed by the Operator according to the provisions of article 10 of the Rules for Use of Chiren UGS. Transactions not confirmed by both parties or by the Operator Chiren UGS within the specified deadlines shall be invalid.

10.10.2 Upon transfer of a capacity product, the payment obligation shall be transferred to the transferee.

10.10.3 When transferring the right to use a capacity product, the payment obligation remains for the transferor.

10.10.4 Transfer of capacity to the secondary market through the RBP is possible under the following conditions:

10.10.4.1 When transferring yearly and six-month integrated capacity products effective as at the date of transfer between two customers as a result of a transaction on the secondary market, after confirmation by the UGS Operator before the beginning of the first gas day of the transfer period;

10.10.4.2 When transferring a monthly non-integrated capacity product, after confirmation by the Operator of Chiren UGS before the beginning of the first gas day of the transfer period;

10.10.4.3 When transferring a preliminary daily product after confirmation by the Operator of Chiren UGS before the beginning of the first gas day of the transfer period;

10.10.4.4 The transferee should have sufficient financial security for the amount of the transferred capacity.

10.10.4.5 The transfer of parts of booking capacity products is not allowed.

10.10.4.6 Day-ahead and intraday transfers of capacity products booked are not allowed.

10.11. The transfer of the right to use capacity on the secondary market through the RBP is possible for a period of not less than one gas day regardless of the type of the capacity product booked, subject to the provisions of article 10 of the Rules for the Use of Chiren UGS. Transfer of storage capacity rights shall be possible for periods in multiples of a calendar month.

10.12. No transfer of capacity or the right to use contracted capacity shall be permitted where the transferor or transferee party has outstanding payment obligations under its storage contract.

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

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

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

11. Financial security

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

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

11.1.2. Bank guarantee opened in favour of the Operator.

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

11.3. The bank guarantee should be unconditional, irrevocable and shall be drawable in whole or in part. The guarantee must contain an obligation of the guarantor bank to make an unconditional payment at the first written request of Bulgartransgaz, in case the Customer has failed to fulfil its obligation to pay amounts due under a concluded Storage Contract. A bank guarantee standard form is enclosed to the Contract for Access and Storage (Appendix 6).

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

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

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

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

11.8. The Customer has the right to book capacity products by participating in the capacity product allocation procedures at a value guaranteed by the available financial security at the time of the procedures.

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

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

11.10. When transferring capacity products to the secondary market, the obligation to pay shall be transferred to the transferee customer, who shall be required to provide the financial security referred to in article 11.9, depending on the capacity products acquired.

11.11. In the cases referred to in 11.10, the transfer of capacity products cannot be registered if the transferee customer has not provided the required financial security.

11.12. Upon a transfer of capacity products between two customers as a result of a transaction on the secondary market, the Operator shall release the amount reserved from the financial security of the transferring customer for the transferred products following the provision of a financial security pursuant to article 11.9. by the transferee customer.

11.13. The financial security may be drawn upon the terms of article 10.9.

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

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

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

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

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

11.19. Following a verification of any Customer's outstanding liabilities, the Operator shall refund an amount up to the requested available financial security, and/or release or replace bank guarantees

within 5 (five) days from submission of the application.

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

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

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

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

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

12.1.2. in the event of force majeure;

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

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

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

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

12.1.7. in case of a restrictive regime introduced;

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

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

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

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

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

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

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

14. Communications

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

15. Force majeure

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

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

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

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

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

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

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

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

16. Confidentiality

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

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

17. General provisions

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

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

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

17.4. Appendices 1 - 6 are an integral part of this Contract.

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

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

17.7. For any outstanding issues in this Contract, the Rules for Use of Chiren UGS, adopted by Decision under Minutes of Meeting No. 787 of 12.03.2024 of Bulgartransgaz EAD Management Board effective as of 12 March 2024 and the provisions of the current legislation of the Republic of Bulgaria shall apply.

The following appendixes are an integral part of this Contract:

Appendix 1 – Allocated Capacity Products under the Emergency Action Plan;

Appendix 2 – RBP Confirmation for Capacity Booked (Standard Form);

Appendix 3 – Monthly Act for natural gas quantities injected in Chiren UGS, stored in the underground reservoir;

Appendix 4 – Monthly Act for natural gas quantities withdrawn from Chiren UGS, storage in the underground reservoir;

Appendix 5 – Contact details for 24-hour communication between the Parties;

Appendix 6 – Bank Guarantee Standard Form.

For Bulgartransgaz EAD:

For:

Vladimir Malinov

Executive Director