

NOTICE: The English version of this Order is available for information purposes only. In the event of any discrepancies arising between the Order in the Romanian language and the Order in the English language, the provisions of the Romanian language version shall be legally binding.

ORDER

on the amending of Art. 1 of the Methodology for transmission capacity booking and tariff setting for natural gas transmission services through the Isaccea – Negru Vodă gas transmission pipelines, approved by Order 34/2016 of the ANRE president, and for the approval of the Methodology for transmission capacity booking for natural gas transmission services through the points located on the route of the Isaccea 1 - Negru Vodă 1 gas transmission pipeline dedicated to the gas transmission on the Russian Federation – Bulgaria corridor and gas supply to localities on the Romanian territory

Based on Art. 130 (1) (d), (d¹) and (q) of Electricity and Gas Law 123/2012, as further amended and supplemented, Art. 5 (1) (c) and (d) and Art. 10 (1) (j), (o) point 2, and (q) of Government Emergency Ordinance 33/2007 on the organisation and functioning of the National Regulatory Authority for Energy, approved with amendments and supplementations by Law 160/2012, as amended and supplemented,

the President of the National Regulatory Authority for Energy issues the following Order:

Art. I - Article 1 of the Methodology for transmission capacity booking and tariff setting for natural gas transmission services through the Isaccea – Negru Vodă gas transmission pipelines, approved by Order 34/2016 of the ANRE president, published in Official Journal of Romania 560/25.07.2019, Part I, shall be amended as follows:

Art. 1 – This Methodology is applied to the Isaccea – Negru Vodă gas transmission pipelines, namely the Isaccea 2 and Isaccea 3 – Negru Vodă 2 and Negru Vodă 3 pipelines, dedicated to the gas transmission on the Russian Federation – Turkey, Greece and other countries corridor; the Isaccea 2 and Isaccea 3, and the Negru Vodă 2 and Negru Vodă 3 interconnection points are bundled in two virtual interconnection points – Isaccea 2,3 and Negru Vodă 2,3.

ART. II – The Methodology for transmission capacity booking for natural gas transmission services through the points located on the route of the Isaccea 1 - Negru Vodă 1 gas transmission pipeline dedicated to the gas transmission on the Russian Federation – Bulgaria corridor and gas supply to localities on the Romanian territory detailed in the Annex below is approved.

ART. III – The National Gas Transmission Company Transgaz S.A. Mediaş and the network users shall apply the provisions of this Order, and the specialist departments of the National Regulatory Authority for Energy shall monitor compliance.

ART. IV – The Order is published in the Official Journal of Romania, Part I.

The President of the National Regulatory Authority for Energy,
Zoltan Nagy-Bege

Bucharest, 28 June 2019.
No. 158.

METHODOLOGY

for transmission capacity booking for natural gas transmission services through the points located on the route of the Isaccea 1 - Negru Vodă 1 gas transmission pipeline dedicated to the gas transmission on the Russian Federation – Bulgaria corridor and gas supply to localities on the Romanian territory

Art. 1 The booking of the transmission capacity at the points located on the Isaccea 1 – Negru Vodă pipeline route shall be made by the auctions held on the Regional Booking Platform, hereinafter referred to as RBP, operated by Földgázszállító Zártkörűen Működő Részvénytársaság – FGSZ Ltd., compliant with the operational rules of the RBP and the auction calendar published annually by the European Network of Transmission System Operators for Gas - ENTSOG.

Art. 2 The standard capacity products offered by the National Gas Transmission Company Transgaz S.A. Mediaș through auctions held on the Regional Booking Platform are defined at Art. 9 (2) to (5) of Commission Regulation (EU) No. 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013.

Art. 3 (1) The firm capacity is offered under the principle of equality between the firm capacity allocated at the exit points and the firm capacity allocated at the entry points of the pipeline defined at Art. 1, and the firm capacity allocated within the auctions held according to Art. 1 at the exit points is considered allocated also at the entry points.

(2) The interruptible capacity (backhaul) is offered under the principle of equality between the interruptible capacity allocated in the entry points and the interruptible capacity allocated at the exit points of the pipeline defined at Art. 1, and the interruptible capacity allocated within the auctions held according to Art. 1 at the entry points is considered allocated also at the exit points.

Art. 4 The capacity offered at the points of the pipeline defined at Art. 1 is expressed in kWh/day in the reference conditions 0°C/25°C.

Art. 5. The interruptible capacity at the interconnection points, in the Bulgaria – Romania direction and in the Romania – Ukraine direction, shall be offered within the limits of the firm capacity booked, in the Romania – Bulgaria direction and in the Ukraine – Romania direction, compliant with the interconnection agreements concluded with the neighbouring transmission system operators.

Art. 6 (1) The gas transmission contract concluded between the National Gas Transmission Company Transgaz S.A. Mediaș and the network users, as a result of the auctions for capacity booking at the points of the pipeline defined at Art. 1 contains:

- a) the framework gas transmission contract concluded as a result of the auctions for capacity booking at the points of the Isaccea 1 - Negru Vodă 1 gas transmission pipeline, included in Annex 1 to this Methodology;
- b) the statutory declaration, signed by the legal or conventional representative of the network user, prepared in accordance with the template presented in Annex 2 to this Methodology;
- c) the electronic confirmation of the successful auction held on the Regional Booking Platform, sent by the Platform operator.

(2) The documents in paragraph (1) shall be supplemented depending on the standard product offered – for the booking of annual/quarterly/monthly/daily firm/interruptible capacity, the framework gas transmission contract concluded between the National Gas Transmission Company Transgaz S.A. Mediaş and the network users, as a result of the RBP auctions shall be supplemented with the following documents, as applicable:

- a) `Terms and conditions of the annual/quarterly gas transmission contracts concluded as a result of the auctions for capacity booking at the entry/exit points of the pipeline defined at Art. 1 of the Methodology`, under Annex 3 of this Methodology;
- b) `Terms and conditions of the monthly gas transmission contracts concluded as a result of the auctions for capacity booking at the entry/exit points of the pipeline defined at Art. 1 of the Methodology`, under Annex 4 of this Methodology;
- c) `Terms and conditions of the daily gas transmission contracts concluded as a result of the auctions for capacity booking at the entry/exit points of the pipeline defined at Art. 1 of the Methodology`, under Annex 5 of this Methodology;
- d) `Terms and conditions of the gas transmission contracts concluded as a result of the auctions for interruptible capacity booking at the entry/exit points of the pipeline defined at Art. 1 of the Methodology`, under Annex 6 of this Methodology.

Art. 7 (1) The gas quantity nomination/re-nomination procedures comply with the interconnection agreements concluded between the National Gas Transmission Company Transgaz S.A. Mediaş and the neighbouring TSOs.

(2) The gas quantities allocation procedures are compliant with the provisions of the interconnection agreements concluded with the neighbouring TSOs

(3) By derogation from the provisions of paragraph (2) for the exit points of the pipeline at Art. 1, for gas supply to some localities on the Romanian territory, the allocation is performed by the neighbouring TSO, based on the information received from the TSO by using the consumption profiles and metered gas quantities, if applicable. If the neighbouring TSO does not make the

allocation, the allocation shall be made by the TSO, according to the pro-rata principle with the approved nominations.

Art. 8 – Network USER participation in each auction organized in accordance with the Operational Rules of the Regional Booking Platform for the allocation of the capacity at the points of the pipeline defined at Art. 1 shall be validated by the National Gas Transmission Company Transgaz S.A. Medias subject to the fulfilment of the following cumulative conditions:

- a) the network user shall submit the statutory declaration under Art 6 (1) (b) to the National Gas Transmission Company Transgaz S.A. Medias together with the financial guarantee under letter b);
- b) At least 24 hours before the opening of the auction the network user shall present a participation guarantee, in favour of the National Gas Transmission Company Transgaz S.A. Medias for establishing the credit line to the network user for participation in the auction for capacity booking.

Art. 9 (1) The network user shall establish the level of the participation guarantee based on its estimations related to the auction clearing price it would pay. Thus:

- a) for the daily/monthly standard capacity product the participation guarantee shall be equal to the value of the capacity requested according to Art. 3;
- b) for the quarterly/annual standard capacity product the participation guarantee shall be equal to the monthly average value of the capacity requested according to Art. 3.

(2) The participation guarantee may be in cash, in the form of a guaranteed account (collateral deposit) and/or letter of bank guarantee, issued by a bank having a rating granted by one of the following rating agencies: Standard & Poor`s, Moody`s, Fitch, at least at the investment grade level.

(3) The participation guarantee is valid at least the 75 calendar days from the starting date of the period of use of the capacity regarding the standard capacity product requested.

(4) The National Gas Transmission Company Transgaz S.A. Medias is entitled to retain the participation guarantee when the network user does not establish the payment guarantee according to the framework contracts in Annex 1 and to the documents in Annex 3 - 6, as applicable.

(5) The financial guarantee shall be returned to the network user within one working day from the date of establishment of the payment guarantee or from the advance payment date, if the network user chose this payment modality, and within one working day from the closing of the auction for capacity booking if, following the auction, the network user did not receive transmission capacity.

(6) The credit limit granted to the network user for the participation to the auction for capacity booking shall be equal to:

- a) the value corresponding to the capacity requested at the point for which the auction is held, for the daily/monthly standard capacity product;
- b) the monthly average value corresponding to the capacity requested at the point for which the auction is held, multiplied by the number of months related to the requested standard capacity product, for the quarterly/annual standard capacity product.

ART. 10 Annexes 1 to 6 are part of this Methodology.

Framework gas transmission contract
concluded as a result of the auctions for capacity booking at the points of the Isaccea 1 –
Negru Vodă 1 gas transmission pipeline

The National Gas Transmission Company Transgaz S.A. , headquartered in....., Street,County/Sector, postal code....., tel....., fax, tax no., registered with the Trade Register under no., account, opened with, duly represented by....., as gas transmission service provider, hereinafter referred to as the `transmission system operator` or the `TSO`,

and

.....[to be filled-in with the name and the identification data of the network user: the headquarters, telephone, fax, e-mail, Trade Register no., tax no.], as the beneficiary of the transmission services, hereinafter referred to as the `network user` or the `NU`,

hereinafter referred to individually as the `Party` and together as the `Parties`, have agreed to conclude this gas transmission contract, hereinafter referred to as the `Contract`, as a result of the capacity booking auction held on.....[to be filled-in with the auction date].

CHAPTER I – Terminology, law and other documents applicable

Art. 1 (1) The terms used in the Contract are defined by Commission Regulation (EU) No. 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013, by Electricity and Gas Law No. 123/2012, as further amended and supplemented, and by the interconnection agreements concluded between the National Gas Transmission Company Transgaz SA Medias and the neighbouring TSOs.

(2) The Contract is supplemented with the provisions of Commission Regulation (EU) No. 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013, by Law 287/2009 on the Civil Code, republished as further amended and supplemented, by Electricity and Gas Law No. 123/2012, as further amended and supplemented, the interconnection agreements concluded between the National Gas Transmission Company Transgaz S.A. Medias and the neighbouring TSOs and the Operational Rules of the Regional Booking Platform, hereinafter referred to as RBP.

(3) The statutory declaration of the legal or conventional representative[to be filled-in with the name of the network user] and the electronic message for the confirmation of the[date of auction] RBP auction result are part of the Contract.

(4) The Contract is supplemented with the terms and conditions of the gas transmission contracts

concluded as a result of the auctions under Annexes 3 – 6 to the Methodology.

CHAPTER II. Scope of contract

Art. 2 - (1) The scope of the Contract, is the provision of gas transmission services, such services designating all the activities and operations carried out by the TSO for or in connection with the booking of standard transmission capacity products at the points of the following pipelines:

a) the Isaccea 1 – Negru Vodă 1 gas transmission pipeline for gas transmission from the Russian Federation to Bulgaria;

b) the transmission pipeline connected to the pipeline under letter a), for the gas supply to localities on the Romanian territory.

(2) If the standard capacity product awarded in the auctions for the booking of capacity at the points under paragraph (1) refers to the booking of transmission capacity in the NTS exit direction, the contract scope shall be supplemented with the activities and operations performed by the TSO for or in connection with transmission through the NTS of the gas quantities, expressed in energy units, up to the exit points.

(3) Based on the principle of equality under Art. 3 of the Methodology, the capacity booked under the Contract consists of:

a) allocated capacity mentioned in the electronic confirmation of the successful auction and

b) the equivalent of the capacity value at letter a) for the relevant entry or exit point, as applicable.

(4) The capacity is booked in accordance with the Operational Rules of the Regional Booking Platform.

(5) The transmission capacity booked is expressed in kWh/day (25°C/0°C).

CHAPTER III. – Contract duration

Art. 3 (1) The Contract shall be concluded for the period mentioned in the electronic confirmation of the successful auction, organized within the RBP, sent by the RBP operator, according to the standard capacity product booked.

(2) The Contract date is the date of receipt of the electronic confirmation of the successful auction on the Regional Booking Platform.

(3) As applicable, the TSO and the NU shall explicitly agree that the date of the contract for bundled capacity booking on the Romanian side is the same as the date of the pair contract for bundled capacity booking on the Bulgarian side, starting with the date of receipt of the electronic confirmation of the successful auction

CHAPTER IV. – Gas metering at the Romanian NTS entry/exit points

Art. 4 (1) The gas quantities shall be metered entering and exiting the pipeline under Art. 2, paragraph (1), letter a) in accordance with the interconnection agreements concluded between the National Gas Transmission Company Transgaz SA Medias and the neighbouring TSOs;

(2) The gas exiting the pipeline under Art. 2, paragraph (1), letter b) shall be metered according to the Metering Regulation regarding gas quantities traded in Romania, approved by the order of the ANRE President.

(3) The gas quantities circulated through the pipeline under Art. 2 (1) shall comply with the minimum quality specifications established by the interconnection agreements concluded with the neighbouring TSOs.

CHAPTER V. – Applicable tariffs. Payment and invoicing terms and conditions

Art. 5 (1) The NU shall pay to the TSO the value of the transmission capacity booked based on the capacity booking tariff applicable at the moment of the booked capacity may be used, to which it is added the auction premium, as applicable, resulted from the auction.

In the conditions of Art. 2 (2), the NU shall additionally pay to the TSO the commodity tariff applicable for the quantity of the transmitted gas, based on the final allocations, for the period in which the booked capacity may be used.

(2) The firm gas transmission services provided shall be invoiced based on the booked capacity, the number of hours in the invoicing period.

(3) The interruptible gas transmission services provided shall be invoiced based on the booked capacity, the number of hours in the invoicing period in which the transmission services were not limited/interrupted..

(4) The payment method as well as the designation of the agreed banks for the banking operations shall be agreed in compliance with the applicable laws.

(5) The payment obligation shall be deemed met at the date of entry of the relevant total amounts to the TSO`s account.

CHAPTER VI. – TSO`s rights and obligations

Art.6. TSO shall be entitled to:

- a) receive the value of services provided and of the delay penalties;

- b) execute the payment guarantee submitted by the NU in case of failure to pay the invoices issued until their maturity date;
- c) limit or interrupt the transmission services, with a prior notice of 3 calendar days, if the payment obligations are not fulfilled according to the terms and conditions of the Contract;
- d) limit or to interrupt the firm transmission services, if the NU fails to comply with the provisions of Chapter VIII - `Guarantees`;
- e) limit or interrupt the transmission services, if the NU fails to comply with the provisions of the documents under Art. 1, paragraph (2), with a prior notice of at least 3 days;
- f) refuse to take over the gas non-compliant with the minimum quality specifications established under the agreements concluded with the neighbouring TSOs;
- g) invoice to the NU the value of the transmission services provided under the scope of the Contract, based on the capacity booking tariff applicable at the moment the booked capacity may be used, plus the premium resulted from the auction and the commodity tariff applicable for the transported quantity of gas for the period in which the capacity booked may be used, including the delay penalties;
- h) limit or interrupt, as appropriate, the firm transmission services for the execution of unplanned maintenance works, according to the agreements concluded with the neighbouring TSOs, notifying the NU within no more than 2 from the moment which caused the limitation/interruption;
- i) limit or interrupt, as appropriate, the firm transmission services for the execution of planned maintenance works, according to the agreements concluded with the neighbouring TSOs;
- j) initiate the amending and/or supplementation of the Contract, if the circumstances at the basis of its conclusion change;
- k) all other rights according to the documents under Art. 1, paragraph (2).

Art. 7 The TSO shall:

- a) notify the NU with regard to possible limitations or, as appropriate, interruptions of the transmission services in case of the NU's payment default;
- b) resume the transmission services within 24 hours from the date of NU's meeting payment obligations;
- c) enable NU's access to the data/documents substantiating an invoice when the NU is disputing such invoice;
- d) take over, transmit and deliver the energy quantities to the NU according to the according to the agreements concluded with the neighbouring TSOs and compliant with the quality specifications established by such agreements;
- e) send to the NU a monthly energy allocation report at the entry/exit points of the pipeline at Art. 2 (1);

- f) answer NU's complaints regarding the transmission services;
- g) all the other obligations under the documents at Art. 1 (2).

CHAPTER VII. NU's rights and obligations

Art. 8 – The NU shall be entitled to:

- a) refuse to take over at the exit points of the pipeline at Art. 2 (1) gas not complying with the quality specifications set by the agreements concluded with the neighbouring TSOs;
- b) dispute the invoice issued by the TSO and request access to data/documents substantiating the relevant invoice;
- c) request the TSO to amend the Contract in case of modification of the circumstances which are at the basis of its signature;
- d) all the other rights under the documents at Art. 1 (2).

Art. 9 The NU shall:

- a) pay fully and by the due date the invoices issued by the TSO according to the provisions of the Contract and of the documents at Art. 1 (2);
- b) accept the limitation/interruption of the transmission service according to the Contract;
- c) pay the exceeding capacity at the level of the highest clearing price of the auction for the standard capacity products offered within the auctions organized by the TSO, price which cannot be lower than the reserve price for the daily capacity product, in the situation in which the gas quantities allocated to the NU exceed the level of the capacity booked;
- d) deliver the gas in the Isaccea 1 interconnection point, compliant with the gas quality specifications under the agreements concluded with the neighbouring TSOs. If during the delivery month the NU does not assure the gas quality specifications in the Isaccea 1 point, at least at the level established in the agreements concluded with the neighbouring TSOs, the TSO shall deliver at the exit points of the pipeline at Art. 2 (1) gas of a similar quality, the NU being held liable for all of the consequences resulting from the failure to meet such obligation;
- e) notify the TSO through the nomination/re-nomination with regard to its counterparties and to the energy quantities of such counterparties, according to the agreements concluded with the neighbouring TSOs;
- f) submit to the TSO nominations/re-nominations in energy unit for each gas day, compliant with the rules set under the agreements concluded with the neighbouring TSOs;
- g) accept the gas quantities allocated compliant with the Methodology; obey the principle of equality between the daily nominations/re-nominations submitted to the TSO for the entry/exit points of the pipeline at Art. 2, paragraph (1), letters a) and b);

- h) establish the guarantees under Art. 11 and Art. 12;
- i) to send nominations/renominations to the TSO, in energy units, for each gas day, accompanied by the confirmation of the gas quantity from its supplier. Failure to meet this obligation shall entitle the TSO to refuse to take over gas for the relevant gas day;
- j) all the other obligations under the documents at Art. 1 (2).

CHAPTER VIII. – Guarantees

Art. 10 For the provision of the transmission services, the NU shall submit to the TSO the letter of good standing supporting its financial capacity to meet the obligations undertaken by the Contract.

Art. 11 (1) The NU shall not establish the financial guarantee under Art. 12 in the favour of the TSO if:

- a) it makes the proof of a credit rating issued by one of the rating agencies Standard & Poor`s, Moody`s, Fitch, at least at the same level as that of the TSO, valid over the Contract duration;
- b) it pays in advance the value of the transmission services according to Art. 5, paragraph (6) of the Contract.

(2) If, during the execution of the Contract the NU`s rating or the issuing rating agency according to the provisions of paragraph (1), letter a) changes, the NU shall to notify the TSO within 3 days from the occurrence of the change and prove it complies with the contractual provisions on the establishing of the financial guarantees, within 15 calendar days from the occurrence of the modification.

Art. 12 (1) The NU shall submit the payment guarantee in the form of:

- a) a letter of bank guarantee for the amount of Lei ... or the EUR equivalent at the ECB rate of exchange of the bond issuance day, and/or
- b) a guaranteed account (collateral deposit), for the amount of Lei ... or the EUR equivalent at the ECB rate of exchange of the bond issuance day, and/or
- c) an escrow account for the amount of Lei or the EUR equivalent at the ECB rate of exchange of the bond issuance day.

(2) The TSO shall accept the letter of bank guarantee issued by a bank having a rating granted by one of the following rating agencies: Standard & Poor`s, Moody`s, Fitch, at least at the *investment grade* level. The equivalence between the ratings granted by the three agencies shall be published on the website of the TSO.

Art. 13 (1) By derogation from Art. 11 (1) (a), the TSO may request, in certain justified cases, the establishment of a payment guarantee according to Art. 12 or the advance payment of the payment

obligations resulting from the commercial relationship with the NU. The request of the guarantee or advance payment shall be provided and explained to the NU in writing.

(2) For the transmission services a justified case is considered the situation in which a NU is in delay payment for an amount representing at least 10% of the value of the last invoice or of the value of the partial payment obligations, after the receipt of a notice from the TSO to that effect.

Art. 14 (1) The TSO shall be entitled to execute the guarantees under this chapter unless the NU fulfills its contract obligations completely or partly or if it delays fulfilling such obligations.

(2) Prior to executing such guarantee, the TSO shall notify the NU on the non-fulfilled obligations.

(3) The TSO shall send the guarantee execution notification by fax within 24 hours from the expiration of the due date of the transmission services invoices.

(4) If the guarantee is executed partly or completely, the NU shall re-establish the guarantee within 5 working days, according to the contractual provisions on the level of the financial guarantees.

CHAPTER IX. – Confidentiality

Art. 15 (1) The Parties shall keep confidential all data, documents and information obtained during the execution of the Contract.

(2) Notwithstanding the provisions of paragraph (1), confidential data, documents and information shall not include any data, documents and information:

- a) known to a contracting Party prior to the date of disclosure by the other contracting Party,
- or
- b) disclosed following receipt of the written consent of the other contracting Party for such disclosure, or
- c) which must be produced as a legal duty on disclosure.

(3) The provisions of this Article shall be effective for a period of 5 years from Contract expiration.

(4) Failure to comply with the obligations stipulated in paragraphs (1) to (3) shall hold liable the Party in default, according to the provisions of the law.

CHAPTER X. – Contract liability

Art. 16 (1) Failure to meet the invoice payment obligation according to the Contract shall determine the execution of the guarantee established in this respect and the payment of delay penalties, calculated for the outstanding amount, equal to the default interest due for the non-payment of the budgetary obligations by the due date, for each day of delay, from the due date and until its full payment.

Art. 17 - (1) The full or partial culpable breach of the contract obligations by the NU, other than the payment obligations, shall entitle the TSO to claim damages, proportionally with the prejudice, according to the applicable law.

(2) The full or partial culpable breach of the contract obligations by the TSO shall entitle the NU to claim damages, proportionally with the prejudice, according to the applicable law.

(3) The debtor of the obligation shall be deemed in default by the meeting of the due dates set for the execution of contractual obligations, except as specifically set forth in this Contract.

CHAPTER XI. – Force Majeure/Act of God

Art. 18 (1) Force majeure is an event that is external, unforeseeable, absolutely invincible and unavoidable, which exonerates the Parties from liability, according to Art. 1351 of Law 287/2009 on the Civil Code, republished as further amended and supplemented.

(2) If the Force Majeure event does not cease within 15 days, for the monthly contracts, and within 30 days for the quarterly and annual contracts, either Party shall be entitled to request the termination of the Contract de jure, without any of the Parties being entitled to claim damages.

(3) The Party claiming Force Majeure shall notify the other Party of such occurrence in writing, within no more than two days from the occurrence of the event, and the proof of the Force Majeure shall be communicated within maximum 15 days from such occurrence.

Art. 19 (1) Act of God is an event which cannot be foreseen or prevented by the Party which would have been required to respond if the event had not occurred in the conditions of Art. 1351 of Law 287/2009 on the Civil Code, republished as further amended and supplemented.

(2) The provisions of Art. 18 (2) and (3) shall apply accordingly.

CHAPTER XII. – Termination

Art. 20 (1) The Contract shall be terminated:

- a) at Contract expiry according to Art. 3;
- b) by operation of law, through the termination of the pair contract concluded between the NU and the neighbouring TSO in the situation of bundled standard capacity products booking;
- c) by the tripartite agreement of the neighbouring TSO, the National Gas Transmission Company Transgaz SA Medias and the NU, for any reason, in the situation of bundled standard capacity products booking;
- d) by the agreement of the Parties, in the situation of bundled standard capacity products booking;
- e) by unilateral termination, in case of bankruptcy, dissolution or liquidation, as applicable, of

- the contractual partner based on a prior notice;
- f) by unilateral termination, under the conditions of Art. 18 and Art. 19.

(2) The termination of the Contract shall bear no effect on the contracting obligations arisen validly during the execution of the Contract, independent of their deadlines.

CHAPTER XIII. – Notifications

Art. 21 - (1) During the execution of the Contract, the TSO and the NU shall notify each other in writing, at the address of the NU indicated in the Declaration of the legal or conventional representative of such NU, which is part of the Contract, and at the address indicated on the website of the National Gas Transmission Company Transgaz SA Medias, with regard to any change in the circumstances considered on the Contract effective date.

(2) For this Contract, change in the circumstances shall mean the application, amendment or cancellation of a normative act regulating completely or partially the general and/or specific terms and conditions of the Contract.

(3) The notification period shall be of maximum 3 calendar days from the occurrence of the modification, unless otherwise stipulated by the Contract.

(4) The notifications between the TSO and the NU may also be sent by fax or e-mail, conditional on the written confirmation of the receipt.

(5) Any written document must be registered when sent as well as when received.

CHAPTER XIV. – Applicable law and settlement of the disputes

Art. 22 (1) The Contract shall be governed by and construed in accordance with the Romanian law.

(2) The TSO and the NU agree to amicably settle any dispute arising in relation to the validity, interpretation, execution and termination the Contract. If not, the disputes shall be referred to the competent Romanian law courts.

CHAPTER XV. – Transfer

Art. 23 (1) Neither Party shall be entitled to transfer to a third party in any way, totally or partially, its rights and/or obligations established by this gas transmission Contract for standard bundled capacity products, except with the written consent of the neighbouring TSO, the National Gas Transmission Company Transgaz S.A. Medias and the NU, which cannot be refused without any justification.

(2) Neither Party shall be entitled to transfer to a third party in any way, totally or partially, its rights and/or obligations established by this gas transmission Contract for standard unbundled capacity products, except with the written consent of the other Party, which cannot be refused without any justification.

(3) The transfer intention notification shall be sent to the other Parties at least 5 working days prior to the intended transfer date.

(4) The notified Parties shall send a reasoned answer within maximum 3 working days from the notification receipt date.

(5) If the Party notified in accordance with paragraph (3) fails to answer or, as applicable, fails to send a reasoned answer, the transfer intention shall be deemed:

- a) not accepted, in the case of Contract transfer, according to the applicable law;
- b) accepted, in the case of debt transfer.

CHAPTER XVI. – Final clauses

Art. 24 – The Contract is concluded in Romanian according to the Romanian laws.

DECLARATION

I, the undersigned [name and identification data of the person filling in the declaration: personal identification number, series and number of identity card, address, telephone, e-mail]..... , as legal/conventional representative* of [network user name and identification data: registered office, telephone, fax, e-mail address, Trade Registry registration number, tax identification number, bank account and bank with which the account is opened],.....hereby declare to my best knowledge that:

- I have entirely read and agree to all the provisions of the `Operational Rules of the Regional Booking Platform operated by Földgázszállító Zártkörűen Működő Részvénytársaság – FGSZ Ltd`, compliant with which the transmission capacity booking auction to be held on[*to be filled in with the auction date*], the auction for the standard capacity product booking.....[*to be filled in with the type of product; transmission direction, bundled or not, annual, quarterly, monthly or daily*], offered for the period [*year, quarter, month or day*]at the points of the transmission pipeline at Art. 1 of the Methodology for transmission capacity booking for natural gas transmission services through the points located on the route of the Isaccea 1 - Negru Vodă 1 gas transmission pipeline dedicated to the gas transmission on the Russian Federation – Bulgaria corridor and gas supply to localities on the Romanian territory, approved by Order 158/2019 of the ANRE President.

- I have entirely read and agree to all the provisions of the Framework the gas transmission contract concluded as a result of the auctions for capacity booking at the Csanadpalota interconnection point and of the terms and conditions of the gas transmission contracts concluded as a result of the auctions for capacity booking at the points of the transmission pipeline at Art. 1 of the Methodology for transmission capacity booking for natural gas transmission services through the points located on the route of the Isaccea 1 - Negru Vodă 1 gas transmission pipeline dedicated to the gas transmission on the Russian Federation – Bulgaria corridor and gas supply to localities on the Romanian territory, approved by Order 158/2019 of the ANRE President, and the specific terms and conditions of the gas transmission contracts concluded as a result of the auctions for capacity booking at the transmission pipeline at Art. 1 of the Methodology for transmission capacity booking for natural gas transmission services through the points located on the route of the Isaccea 1 - Negru Vodă 1 gas transmission pipeline dedicated to the gas transmission on the Russian Federation – Bulgaria corridor and gas supply to localities on the Romanian territory, approved by Order 158/2019 of the ANRE President, under Annex[*to be filled in accordingly*] and[*to be filled in accordingly*] to the Order.

I hereby declare that I know and undertake to comply with the provisions of Art. 326 of Law 286/2009 on the Criminal Code (`Misrepresentation`), according to which `Misrepresentation of the truth made to a person such as stipulated at Art. 175 or to a unit where such person performs his or her activity with a view to producing a legal consequence, for oneself or for another, when, according to the law or circumstances, the statement helps to produce the said consequence, is punished with imprisonment from 3 months to 2 years or with a fine` .

Date:

Network user

Stamp

Legal/conventional representative*

Signature:

*The conventional representative must accompany the declaration by its special power of attorney.

SPECIFIC TERMS AND CONDITIONS

of the annual/quarterly gas transmission contracts concluded as a result of the auctions for the capacity booking at the entry/exit points of the pipeline at Art. 1 of the Methodology

CHAPTER I. – Payment and invoicing terms and conditions

Art. 1 (1) The invoices issued for the transmission service shall be paid within 15 calendar days from the invoice date. If the due date is on a non-working day, this deadline shall be deemed as achieved on the next working day.

(2) The transmission services shall be invoiced as follows:

a) if the NU chooses not to pay in advance, the TSO shall issue and send to the NU, until day 15 of the month following the month for which it provided the transmission service, an invoice for the transmission services provided for the previous month, according to the Contract under Annex 1 to the Methodology;

b) if the NU chooses to pay in advance, the TSO shall issue and send to the NU:

(i) at least 5 calendar days prior to the date of beginning of each service provision month, an advance payment invoice, the value of which is equal to the booked capacity value, calculated for the period of the service provision month, to which it is added the commodity component value, calculated at the contractual level of the capacity for the same period, according to Art. 2 (2) to the Contract under Annex 1 to the Methodology;

(ii) within 15 working days from the end of the service provision month, a payment settlement invoice, based on the monthly allocation.

CHAPTER II. – Guarantees

Art. 2 The NU shall present to the TSO the payment guarantee in the amount established at Art. 3, within at least 5 working days before the provision of the transmission service.

Art. 3 (1) The level of the payment guarantee established by the NU shall be equal to twice the average value of the monthly invoices estimated for the transmission services of the following period of use.

(2) The payment guarantee established according to paragraph (1) shall be valid starting with the bank day previous to the transmission service start date and shall expire in the 60th calendar day from Contract expiration.

Art. 4 – (1) The NU may choose not to establish a guarantee for the provision of the transmission service by making advance payments. In such case the NU shall state its advance payment option instead of establishing a guarantee, to the TSO, in writing, within at least 10 calendar days prior to the date of provision of the transmission service.

(2) The amount of the advance payment shall be equal to the monthly invoice for the transmission services for the following period of use.

(3) The NU may request a cancellation of the advance payment option, provided the establishment of a payment guarantee according to Art. 11, paragraph (1), letter a) or Art. 12 of the Contract.

CHAPTER III. – Liability

Art. 5 – Failure to meet transmission service invoice payment obligation by the due date shall incur:

- a) delay penalties, calculated for the outstanding amount, equal to the default interest due for the non-payment of the budgetary obligations by the due date, for each day of delay, starting with the 16th calendar day from the invoice issuing date and until its full payment, the payment date included, in case of failure to meet payment obligations by the due date;
- b) the withholding from the established financial guarantee of the necessary amount to cover the complete or partial failure to meet the payment obligation;
- c) the limitation/interruption the gas transmission service, with a prior notice of 3 calendar days, starting from the next day following the period of 15 calendar days, in case of complete or partial failure to meet the payment obligation.

SPECIFIC TERMS AND CONDITIONS

of the monthly gas transmission contracts concluded as a result of the auctions for the capacity booking at the entry/exit points of the pipeline at Art. 1 of the Methodology

CHAPTER I. – Payment and invoicing terms and conditions

Art. 1 (1) The invoices issued for the transmission service shall be paid within 15 calendar days from the invoice date. If the due date is on a non-working day, this deadline shall be deemed as achieved on the next working day.

(2) The transmission services shall be invoiced as follows:

- a) if the NU chooses not to pay in advance, the TSO shall issue and send to the NU, until day 15 of the month following the month for which it provided the transmission service, an invoice for the transmission services provided for the previous month, according to the Contract under Annex 1 to the Methodology;
- b) if the NU chooses to pay in advance, the TSO shall issue and send to the NU:
 - (i) at least 5 calendar days prior to the date of beginning of each service provision month, an advance payment invoice, the value of which is equal to the booked capacity value, calculated for the period of the service provision month, to which it is added the commodity component value, calculated at the contractual level of the capacity for the same period, according to Art. 2 (2) to the Contract under Annex 1 to the Methodology;
 - (ii) within 15 working days from the end of the service provision month, a payment settlement invoice, based on the monthly allocation.

CHAPTER II. – Guarantees

Art. 2 The NU shall present to the TSO the payment guarantee in the amount established at Art. 3, within no more than 5 working days from the auction close.

Art. 3 (1) The level of the payment guarantee established by the NU shall be equal to the monthly invoice estimated for the transmission services of the following period of use.

(2) The payment guarantee established according to paragraph (1) shall be valid starting with the bank day previous to the transmission service start date and shall expire in the 60th calendar day from Contract expiration.

Art. 4 – (1) The NU may choose not to establish a guarantee for the provision of the transmission service by making advance payments. In such case the NU shall state its advance payment option

instead of establishing a guarantee, to the TSO, in writing, within no more than 2 working days from auction close.

(2) The amount of the advance payment shall be equal to the monthly invoice for the transmission services for the following period of use.

CHAPTER III. – Liability

Art. 5 – Failure to meet transmission service invoice payment obligation by the due date shall incur:

- a) delay penalties, calculated for the outstanding amount, equal to the default interest due for the non-payment of the budgetary obligations by the due date, for each day of delay, starting with the 16th calendar day from the invoice issuing date and until its full payment, the payment date included, in case of failure to meet payment obligations by the due date;
- b) the withholding from the established financial guarantee of the necessary amount to cover the complete or partial failure to meet the payment obligation.

SPECIFIC TERMS AND CONDITIONS

of the daily gas transmission contracts concluded as a result of the auctions for the capacity booking at the entry/exit points of the pipeline at Art. 1 of the Methodology

CHAPTER I. – Payment and invoicing terms and conditions

Art. 1 (1) The invoices issued according to paragraph (2) shall be paid within 5 days from the invoice date. If the due date is on a non-working day, this deadline shall be deemed as achieved on the next working day.

(2) The transmission services shall be invoiced as follows:

a) on the day following the day for which it provided the transmission service the TSO shall issue and send to the NU an invoice for the capacity booked, prepared according to the Contract under Annex 1 to the Methodology;

b) within 15 working days from the end of the service provision month, according to Art. 2 (2) of the Contract under Annex 1 to the Methodology, the TSO shall issue and send to the NU a payment settlement invoice, based on the final allocation.

Art. 2 The participation guarantee shall become payment guarantee.

Art. 3 Failure to meet transmission service invoice payment obligation by the due date shall incur:

a) delay penalties, calculated for the outstanding amount, equal to the default interest due for the non-payment of the budgetary obligations by the due date, for each day of day, starting with the 6th calendar day from the booked capacity invoice issuing date and until its full payment, the payment date included, in case of failure to meet payment obligations by the due date;

b) the withholding from the established financial guarantee of the necessary amount to cover the complete or partial failure to meet the payment obligation.

SPECIFIC TERMS AND CONDITIONS

of the gas transmission contracts concluded as a result of the auctions for the interruptible capacity booking at the entry/exit points of the pipeline at Art. 1 of the Methodology

Art. 1 (1) The TSO, acting fairly and prudently, is entitled to limit/interrupt the interruptible capacity booked by the NU as follows: in the transmission direction Bulgaria – Romania/Romania-Ukraine in order to ensure the safe operation of the pipeline at Art. 1 of the Methodology, if the sum of the nominations in the Romania entry/exit direction is higher than the sum of the nominations in the Romania exit/entry direction.

(2) The TSO shall inform the NU with regard to the limitation/interruption of the interruptible transmission capacity under paragraph (1), according to the agreements concluded with the neighbouring TSOs.

Art. 2 The TSO shall be entitled to limit or interrupt, as applicable the interruptible transmission services according to Art. 1.

Art. 3 - The NU shall unconditionally accept the limitation/interruption of the interruptible transmission capacity according to Art. 1.