# NETWORK CODE OF THE HELLENIC GAS TRANSMISSION SYSTEM

## 5TH REVISION

(ENCODED TEXT)

The document is an unofficial English translation. The English translation is not binding. In the event of discrepancies between the Greek and English version, the Greek text prevails.

# TABLE OF CONTENTS

# CHAPTER 1

## GENERAL PROVISIONS

### Article 1
### Definitions

The terms used in the National Gas System Administration Code, (hereinafter the Network Code), shall have the meaning attributed to them by Law 4001/2011 (Government Gazette Series I, No 179) (hereinafter the Law) or by the various provisions of the Network Code, and the following terms have the following meanings:

1. Off-Specification Gas: Natural Gas that is not compatible with the Natural Gas Quality Specifications.
2. Balancing Gas: The Natural Gas required for the balancing of the quantities of the National Natural Gas Transmission System (NNGTS).
3. LNG Vessel Disengagement: The disconnection of the earthing system, telecommunications, unloading arms, and emergency signals of an LNG vessel from the LNG Facility.
4. Competing Transmission Capacities: means Transmission Capacities for which the available Transmission Capacity at one Point of the NNGTS cannot be allocated without fully or partly reducing the available Transmission Capacity at another point of the NNGTS
5. Balancing Platform: As defined in Article 3(6) of Commission Regulation (EU) No 312/2014.
6. Short-term Standardized Products: The products defined in Article 7 of Commission Regulation (EU) No 312/2014.
7. Booked Transmission Capacity for Delivery: The maximum quantity of natural gas per Entry Point or per Reverse Flow Entry Point that the Operator undertakes to receive from the Transmission User per Day at that specific Point, in accordance with each Approved Application of the latter, under the Transmission Agreement that the Operator has entered into with that Transmission User (kWh/Day).
8. Booked Transmission Capacity for Reception: The maximum quantity of natural gas per Exit Point or Reverse Flow Exit Point that the Operator undertakes to deliver to a Transmission User per Day at that specific Point, in accordance with each Approved Application of the latter, under the Transmission Agreement that the Operator has entered into with that Transmission User (kWh/Day).
9. Booked Interruptible Transmission Capacity for Delivery: The maximum quantity of natural gas per Entry Point or per Reverse Flow Entry Point that the Operator undertakes to receive from the Transmission User per Day at that specific Point and which may be interrupted by the Operator, in accordance with each Approved Application of the latter, under the Transmission Agreement that the Operator has entered into with that Transmission User (kWh/Day).

10. Booked Interruptible Transmission Capacity for Reception: The maximum quantity of natural gas per Exit Point or per Reverse Flow Exit Point that the Operator undertakes to deliver to a Transmission User per Day at that specific Point and which may be interrupted by the Operator, in accordance with each Approved Application of the latter, under the Transmission Agreement that the Operator has entered into with that Transmission User (kWh/Day).
11. Booked Coupled Transmission Capacity for Delivery: The maximum Quantity of natural gas per Entry Point of a Pair of Coupled Points, that the Operator undertakes to receive from the Transmission User per Day at that specific Entry Point, and to deliver to the Transmission User in the Exit Point of the said Pair, in accordance with each Approved Application of the latter, under the Transmission Agreement that the Operator has entered into with that Transmission User (kWh/Day).
12. Booked Coupled Transmission Capacity for Reception: The maximum Quantity of natural gas per Exit Point of a Pair of Coupled Points, that the Operator undertakes to deliver to the Transmission User per Day at that specific Exit Point, and at the same day to receive from the Transmission User at the Entry Point of the said Pair, in accordance with each Approved Application of the latter, under each Transmission Agreement that the Operator has entered into with that Transmission User (kWh/Day).
13. Booked Conditional Transmission Capacity for Delivery: The maximum Quantity of natural gas, that the Operator undertakes to receive from a Transmission User per Day at an Entry Point, provided that the Capacity Usage Condition at the said Point is satisfied, in accordance with each Approved Application of the latter, under the Transmission Agreement that the Operator has entered into with that Transmission User (kWh/Day).
14. Booked Conditional Transmission Capacity for Reception: The maximum Quantity of natural gas, that the Operator undertakes to deliver to a Transmission User per Day at a Reverse Flow Exit Point, provided that the Capacity Usage Condition at the said Point is satisfied, in accordance with each Approved Application of the latter, under the Transmission Agreement that the Operator has entered into with that Transmission User (kWh/Day).
15. Bundled Transmission Capacity for Delivery/Reception: Standard Transmission Capacity for Delivery/Reception Product which is offered on a Firm Basis on both sides of a Transmission Capacity Auction Point (kWh/Day).
16. Natural Gas Quantity Transmitted by Transmission User: The Natural Gas Quantity stipulated by the provision of paragraph [8] of Article [43] of the Network Code.
17. Interruptible Transmission Capacity for Delivery: The maximum Quantity of Natural Gas per Entry Point or per Reverse Flow Entry Point which may be delivered per Day at the specific Point on an Interruptible Basis (kWh/Day).
18. Interruptible Transmission Capacity for Reception: The maximum Quantity of Natural Gas per Exit Point or per Reverse Flow Exit Point which may be receivedper Day at the specific Point on an Interruptible Basis (kWh/Day).
19. Operator: The Operator of the National Natural Gas System. (DESFA SA)

20. Booked Gasification Capacity: The maximum LNG Quantity which may be gasified per Day at an LNG Facility on behalf of an LNG User, according to each LNG User's Approved LNG Application, within the framework of the LNG Agreement that the User has entered into with the Operator (kWh/Day).

21. LNG User's Nominated LNG Quantity: the sum of the LNG Quantities of the LNG User that are transported on the same LNG Vessel, the unloading of which is scheduled to be carried out on the same Unloading Day, according to the most recent Final Monthly LNG Plan before LNG Injection.

22. Nominated LNG Quantity: the sum of all of the LNG Quantities of the LNG User transported on the same LNG Vessel, the unloading of which is scheduled to be carried out on the same Unloading Day, according to the most recent Final Monthly LNG Plan before LNG Injection.

23. Nominated Quantity of Balancing Gas: The LNG Balancing Gas Quantity determined in the most recent Final Monthly LNG Plan before the LNG Injection.

24. Gasification Capacity of the LNG Facility (Gasification Capacity): The maximum LNG Quantity that can be gasified per Day at an LNG Facility (kWh/Day).

25. Gas Balancing Manual: A manual drafted by the Operator and published following approval by the RAE, pursuant to the provision of paragraph [3a] of Article [68] of the Law, which determines the methodologies, parameter values and details of the implementation of the gas balancing system of the NNGTS.

26. Natural Gas Reception Facility: Any facility of the User or Customer that is connected to the Transmission System, into which natural gas received at an Exit Point is injected.

27. Injected LNG Quantity : The LNG Quantity as measured after the completed Injection of the LNG Quantity into the LNG Facility, without prejudice to the provisions of Article 68.

28. Injected Balancing Gas Quantity: The LNG Quantity calculated according to the provisions of Article 68(4), after the completed Injection of the LNG Quantity into the LNG Facility.

29. LNG Injection: The delivery of LNG to the Operator at the LNG Delivery Point.

30. Virtual Trading Point (VTP): A virtual point of the NNGTS, other than Entry and Exit Points, where Natural Gas Quantities are traded between Transmission Users, as well as between Transmission Users and the Operator, for gas balancing and offsetting of Operational Gas purposes.

31. Involved Parties: As defined under the terms of the Emergency Plan.

32. Project Start Date: The date of inclusion of an unplanned project in the Draft Development Plan or in the List of Small Projects, as posted on its website. The start of a project may be accompanied by conditions for its implementation.

33. Year: A time period of twelve (12) consecutive months, starting at 7.00 am on January 1st of a year and ending at 7.00 am on January 1st of the subsequent year.

34. Electronic Natural Gas Transactions System (Electronic Transaction System): The electronic system installed and managed by the Operator, as per the provisions of Article 68(2)(xv) of of the Law.

35. Capacity Booking Platform: As set out in Article 27 of Commission Regulation (EU) No 459/2017.

36. Day: Time period starting at 7.00 am on a calendar day and ending at 7.00 am on the next calendar day.

37. Commissioning Date of Project: The date on which construction, inspection and testing of the entire project is complete, when all individual works of which it is comprised will be ready for basic operation. This date is determined for each individual project by its supervisor, with the issue of the relevant engineering completion certificate or, in the case of in-house projects, certified by the Operator. Minor works which do not affect the basic operation of each individual subproject and the overall functioning of the project may be completed after the Project Completion Date.

38. Pair of Coupled Points: The pair formed by an Entry and an Exit Point of the NNGTS, for which the delivery of natural gas Quantity at the Entry Point of the pair per Day, requires an equal receipt of natural gas Quantity at the Exit Point of the said Pair at the same Day (kWh/Day)

39. Regulation (EC) No 715/2009: Regulation (EC) No 715/2009 (OJ L 211/36) of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005.

40. Regulation (EC) No 1938/2017: Regulation (EU) No 1938/2017 (OJ L 280/1) of the European Parliament and of the Council of 25th October 2017 concerning measures to safeguard security of gas supply and repealing Regulation (EU) No 994/2010.

41. Regulation (EU) No 312/2014: Regulation (EU) No 312/2014 (OJ L 91/15) of the Commission of 26 March 2014 establishing a Network Code on Gas Balancing of Transmission Networks.

42. Regulation (EU) 2015/703: European Commission Regulation (EU) 2015/703 (OJ L 113/13) of 30 April 2015 establishing a network code on interoperability and data exchange rules.

43. Regulation (EU) No 459/2017: Regulation (EU) No 459/2017 (OJ L 72) of the Commission of 16th March 2017 establishing a Network Code on Capacity Allocation Mechanisms in Gas Transmission Systems and repealing Regulation (EU) 984/2013.

44. NNGS Metering Regulation: The Regulation which is provided for in the first sentence of paragraph 3 of Article 69 of the Law.

45. Tariff Regulation: The Tariff Regulation for the Core Activities of the National Natural Gas System, in accordance with the process which has been approved in accordance with the procedure provided for in paragraph 1 of Article 88 of the Law.

46. EIC Code: Unique identification code of a participant in the European Internal Energy Market (IEM), which is granted by Local Issuing Offices, in accordance with the directory of the Network of Transmission System Operators (ENTSO-E).

47. Big Project: A NNGS development, reinforcement or interconnection project, the implementation budget of which exceeds five million Euros [EUR 5 000 000.00].

48. Average NNGS Usage Charge: As calculated in the Tariff Regulation.

49. Transmission Capacity: The maximum natural gas Quantity that can flow through an NNGTS Point per Day, without jeopardising the regular and safe operation of the system (kWh/Day).

50. Transmission Capacity for Delivery: The maximum natural gas Quantity that can be delivered to an Entry Point or to a Reverse Flow Entry Point per Day, excluding any Coupled Transmission Capacity for Delivery, and any Conditional Transmission Capacity for Delivery (kWh/Day).

51. Transmission Capacity for Reception: The maximum natural gas Quantity that can be received at an Exit Point or at a Reverse Flow Exit Point per Day, excluding any Coupled Transmission Capacity for Reception and any Conditional Transmission Capacity for Reception (kWh/Day).

52. Month: A time period starting at 7.00 am on the first day of a calendar month and ending at 7.00 am of the first day of the subsequent calendar month.

53. Small Project: A NNGS development, reinforcement or interconnection project, the implementation budget of which does not exceed five million Euros (EUR 5 000 000.00).

54. Flow Rate: The quantity of natural gas flowing through an NNGTS point per hour (kWh/hour).

55. Customer: The Transmission or LNG User, where they are natural gas consumers, or the person with whom the User has entered into an agreement and to whom the User provides services at Exit Points.

56. Tariff Period: The time period starting on the date that the project becomes operational, by which the User has fully compensated the Operator, via charges paid as per the NNGS Usage Tariff, for a budgeted proportion of Connection Project costs that is greater than the Budgeted Connection Fee plus any Additional Budgeted Connection Fee, according to the terms of the Tariff Regulation, as applicable. The above budgeted Connection Project cost does not include any budgeted subsidy received by the Operator for its implementation.

57. Tariff Calculation Period: As defined in the Tariff Regulation.

58. Balancing Action: As defined in Article 3(2) of Regulation (EU) No 312/2014.

59. Development Plan: The Development Plan for the National Natural Gas System approved in accordance with the procedure outlined by Article 69(2)(g) of the Law.

60. Planned Project: A NNGS development, reinforcement or interconnection project included in the Development Plan or in the List of Small Projects, or which has been incorporated within the NNGS according to the provisions of Article 67(1) of the Law and Decision A NNGS development, reinforcement or interconnection project included in the Development Plan or in the List of Small Projects, or which has been incorporated within the NNGS according to the provisions of Article 67(1) of the Law and Decision Δ1/Γ/1588/2007 (Government Gazette,

Series II, No 60) of the Minister for Development, the implementation of which has not been completed.

61. Natural Gas Quality Specifications: The quality specifications for natural gas transported through the NNGS, as defined in Annex I to the Network Code.

62. Additional Connection Fee: As defined in the Tariff Regulation for NNGS Basic Services.

63. Transmission Capacity Auction Point: NNGS Entry Point, other than an LNG Entry Point, at which Natural Gas is injected to and from the Connected System, and at which allocation of booked Transmission Capacity for Delivery or Reception is made exclusively through an auction procedure, according to the provisions of Regulation (EU) No 459/2017.

64. Interconnection Point: The connection point of the National Natural Gas Transmission System with another Transmission System, excluding gas supply pipelines from LNG Facilities, Storage Facilities or Natural Gas Production Facilities.

65. LNG Delivery Point: The arms connecting the LNG Facility to the LNG vessel.

66. Coupled Transmission Capacity for Delivery: The maximum natural gas Quantity that can be delivered at an Entry Point of a Pair of Coupled Points per Day, which requires an equal receipt of natural gas Quantity at the Exit Point of the said Pair in the same day(kWh/Day).

67. Coupled Transmission Capacity for Reception: The maximum natural gas Quantity that can be received at an Exit Point of a Pair of Coupled Points per Day, which requires an equal delivery of natural gas Quantity at the Entry Point of the said Pair in the same day (kWh/Day).

68. Conditional Transmission Capacity for Delivery: The maximum natural gas Quantity that can be deliverd at an Entry Point, provided that the Capacity Usage Condition at the said Point is satisfied (kWh/Day).

69. Conditional Transmission Capacity for Reception: The maximum natural gas Quantity that can be received at a Reverse Flow Exit Point, provided that the Capacity Usage Condition at the said Point is satisfied (kWh/Day).

70. Connected System: Any Natural Gas System or Natural Gas Distribution System connected to the NNGTS.

71. LNG Vessel Connection: Earthing and connection of telecommunications, unloading arms and emergency signalling between an LNG vessel and the LNG Facility.

72. Coefficient B: Charging coefficient for short-term use of the NNGS in accordance with the provisions of the Tariff Regulation.

73. Transmission System or NNGTS: The National Natural Gas Transmission System, as per the provisions of Article 67 of the Law.

74. Emergency plan: The Plan approved by the RAE on the proposal of the Operator, according to the provisions of Article [73] of the Law and Article [10] of Regulation (EU) No 1938/2017, as applicable.

75. Final Investment Decision (or Execution Decision): The decision approving the implementation of the project by the Operator without technical, commercial or

financial conditions. The Final Investment Decision for the project follows a) approval of the Development Plan or publication of the List of Small Projects in which it is included, b) the signing of the Connection Agreement for the Connection Projects, c) the financing decisions for the project at least with regard to own funds and any subsidies and d) the Approval of the Environmental Terms thereof. Materials procurement and construction contracts are signed by the Operator after the Final Investment Decision is taken.

76. Connection Fee: As defined in the Tariff Regulation for the NNGS Basic Services.

77. NNGS Usage Tariff: The NNGS Usage Tariff approved in accordance with the procedure of paragraph 5 of Article 88 of the Law and based on the Tariff Regulation, NNGS Usage Tariff.

78. Standard Capacity Product for Delivery/Reception: Quantity of Transmission Capacity for Delivery/Reception on a Firm Basis for a specific time period and at a specific Transmission Capacity Auction Point.

79. Standard Interruptible Capacity Product for Delivery/Reception: Quantity of Transmission Capacity for Delivery/Reception on an Interruptible Basis for a specific time period and at a specific Transmission Capacity Auction Point.

80. Balancing Services: As defined in Article 3(7) of Regulation (EU) No 312/2014.

81. LNG Quantity: The LNG Quantity to be injected into the LNG Facility by an LNG vessel, not including any LNG Balancing Gas Quantity and Operational Gas, unless the provisions of the Network Code at any given time specify otherwise.

82. LNG Balancing Gas Quantity and Operational Gas Offsetting (LNG Balancing Gas Quantity): The LNG Quantity for injection into the LNG Facility with the intention of it being used by the Operator for Gas Balancing and Operational Gas offsetting of the Transmission System, as long as it is transported with the LNG Quantity on the same LNG vessel and is delivered to the Operator at the point where the unloading arms connect to the LNG Facility.

83. Distribution Network User: User that has entered into a Distribution Network Usage Agreement with a Distribution System Operator.

84. Transmission User: User that has entered into a Framework Agreement for Natural Gas Transmission (Transmission Agreement) with the Operator, pursuant to the provisions of article [6A].

85. LNG User: User that has entered into an LNG Facility Usage Framework Agreement (LNG Agreement) with the Operator, pursuant to the provisions of article [70A].

## Article 2
## Natural Gas Import and Export Points

1. The Natural Gas Entry Point (Entry Point) is defined as being the point through which Natural Gas enters the NNGS from the Natural Gas System of another country at the borders of Greek territory or from an INGS (Independent Natural

Gas System). In the case of an LNG Facility within the NNGS, the Entry Point is understood to be the Facility's LNG Delivery Point.

2. The Natural Gas Exit Point (Exit Point) is defined as being the point through which Natural Gas exits the NNGS towards the Natural Gas System of another country, at the borders of Greek territory or an INGS or Distribution Network, or Natural Gas Reception Facility.

## Article 3
## Natural Gas Ownership

1. The Operator, in performance of its obligations, exclusively acquires ownership rights to natural gas when it is delivered at an Entry Point by Users and it in no case acquires any ownership rights over the natural gas transmitted through the NNGS. Ownership of natural gas transfers to other Users at the Exit Points.
2. Users are responsible for delivering natural gas or LNG to the Operator and the Operator is responsible for keeping it free from any material lien, as well as any taxes, duties, stamp duties or other rights for the benefit of the State or third parties, as well as any other expense related to the production, collection, processing and supply thereof, arising in the course of or prior to its delivery or transportation through the NNGS.

## Article 4
## Transmission System Entry and Exit Points

1. The NNGTS Entry Point (Entry Point) is defined as being the entry to any metering arrangement through which natural gas is injected into the Transmission System.
2. The NNGTS Exit Point (Exit Point) is defined as the outlet of any metering arrangement through which natural gas is injected from the Transmission System into a Connected System or Natural Gas Reception Facility.
3. The LNG Entry Point is defined as being the Entry Point through which the gasified LNG is delivered to the NNGTS by an LNG Facility.
4. With the exception of the LNG Entry Points, each Entry or Exit Point may, in accordance with the provisions of the Network Code, be considered as a Reverse Flow Exit Point or a Reverse Flow Entry Point, respectively.

## Article 5
## Exit Point to Distribution Network

1. The Exit Point to Distribution Network (DNEP) is considered to be all Exit Points through which there is reception of natural gas for the purposes of supplying a Distribution Network.
2. The Transmission Capacity for Reception at each Exit Point to Distribution Network is calculated as the sum of the Transmission Capacity for Reception at each Exit Point that belongs to the said DNEP.

3. The Operator has the right to deliver natural gas for reception by a Transmission User at any Exit Point belonging to a specific DNEP, in order to ensure the secure and effective operation of the Transmission System.

4. If the Transmission User also serves, among others, Natural Gas Distribution Networks, the following will apply for each Distribution Network:

   A) The Transmission User books Transmission Capacity for Reception on the respective DNEP and not at the individual Exit Points that comprise it.

   B) The Transmission User submits Daily Nominations and Renominations, as per Chapter 4, with regard to the respective DNEP and not the individual Exit Points of which it is comprised.

   C) Each reference in the Network Code to an Exit Point is also considered to be a reference to a DNEP, unless expressly defined otherwise.

   D) Volumes or charges that are calculated on the basis of quantities of natural gas nominated for delivery or actually delivered at an Exit Point of the Transmission System as per the Network Code, are actually calculated on the basis of the total quantity of natural gas nominated for delivery or actually delivered, as appropriate, to the DNEP, unless expressly specified otherwise.

## Article 6

## Natural Gas and LNG Quality

The natural gas delivered at an Entry Point, transmitted through the Transmission System and received at an Exit Point, as well as the LNG delivered to the LNG Facility, must meet the Natural Gas Quality Specifications.

## Article 6$^{A}$

## Framework Agreement on Natural Gas Transmission

The Operator is responsible for providing the Transmission Users with Natural Gas Transmission Services. The services provided by the Operator pertain to Natural Gas Transmission Services on an Firm Basis and Natural Gas Transmission Services on an Interruptible Basis, Services of Access to the Virtual Trading Point and other services, related to the ones mentioned above, pursuant to the specific provisions of the Network Code. The Operator shall provide said services based on a Framework Agreement for the Transmission of Natural Gas (Transmission Agreement).

5. Transmission Agreements are entered into between:

   A) The Operator.

   B) Persons registered with the NNGS Users' Registry under Article 72 of the Law.

   Only one Transmission Agreement may be in force between the same counter-parties.

6. The Transmission Agreement is established in writing, according to the standard agreement issued under the provisions of Article 68(2)(a) of the Law (Standard Transmission Agreement).
7. The Operator will publish the text of the Standard Transmission Agreement, including the Annexes thereto, in a editable format on its website.
8. The Transmission Agreement provides the contracting User with the right to proceed with any relevant legal action, in compliance with the provisions of the Network Code, and enforces its obligation to settle the charges that correspond to it, as per the NNGS Usage Tariff and the provisions of the Network Code.
9. Each interested User will send to the Operator a written application for the conclusion of a Transmission Agreement, as per the standard application form included as Annex 1 to the Standard Transmission Agreement (Application for Conclusion of a Transmission Agreement). Along with its application, the User will submit all documents listed in Annex 1 of the Standard Transmission Agreement. In case of submission of documents from abroad, such documents must bear an Apostille in accordance with the Hague Convention and be submitted in an official translation into Greek.
10. The Operator will examine the completeness of the submitted documents and decide on the acceptance of the application no later than five (5) working days from the date of its receipt. If the application is accepted, the Operator will invite the User to sign the Transmission Agreement within ten (10) working days from the date of its receipt.
11. If the application is not accepted, the Operator will notify the User accordingly in writing, requesting from it to complete and/or modify its application in accordance with the Operator's recommendations within ten (10) working days from the date of its receipt. If the applicant fails to submit in time the requested information to the Operator or if the re-submitted data is not accepted by the Operator, the Operator will reject the application. If the re-submitted information is accepted, the Operator will invite the User to sign the Transmission Agreement within five (5) working days from the date of receipt of the new data.
12. The rejection of an application by the Operator will be notified in writing to the User, together with the relevant documentation, and will be communicated to the RAE.
13. The accompanying documents submitted by the User form an integral part of the Transmission Agreement. The documents will be updated at the responsibility of the User.
14. The Transmission Agreement defines at least the following:
    A) The Services provided by the Operator to the User.
    B) The terms of provision of the Services offered by the Operator in accordance with the User's Approved Applications, as well as its obligations and rights under the Code.
    C) The contractual liability limits of the contracting parties and the required guarantees deposited by the Transmission User for the execution of the Agreement, as well as the invoicing procedure of the Operator and the settlement by the Transmission User of the price for the relevant services

D) Cases of force majeure, dissolution or termination of the Transmission Agreement, as well as the process for the settlement of disputes that may arise in the course of application of the terms of the Agreement.

E) The process for amendment to the Transmission Agreement and for re-determination of its terms in case of a change of the regulatory framework for the organization of the natural gas market.

15. The individual applications submitted by the Transmission User and approved by the Operator (Approved Applications) in accordance with the relevant provisions of Chapters [2], [$2^{A}$], [$2^{B}$] and [$2^{C}$] of the Code shall form integral and indivisible parts of the Transmission Agreement.

# CHAPTER 2
# PROVISION OF NATURAL GAS TRANSMISSION SERVICES ON A FIRM BASIS

## Article 7

## Transmission Services on a Firm Basis

1. The Operator is responsible for providing Transmission Users, as per the specific terms and conditions of the Network Code, with the following Transmission Services on a Firm Basis (Transmission Services), in the most cost-effective, transparent and direct way, without discrimination between the Users:

   A) Reception of a Natural Gas Quantity by the Operator at one or more Entry Points, execution of the necessary measurements through the measuring devices at these Entry Points, and Transmission of the Natural Gas Quantity through the NNGTS.

   or

   B) Transmission of a Natural Gas Quantity by the Operator through the NNGTS, delivery at one or more Exit Points, and execution of the necessary measurements via measuring devices at these Exit Points.

2. The Operator must announce at the Electronic Information System the Transmission Capacity for Delivery at Entry Points and Transmission Capacity for Reception at Exit Points, for the purpose of providing Transmission Services on a Firm Basis. At Transmission Capacity Auction Points, announcement is made in accordance with the provisions of Chapter $2^{B}$.

3. For the provision of Transmission Services on firm basis, Users must submit an Application for the Provision of Transmission Services on a Firm Basis (Application for Firm Services) in order to book Transmission Capacity, which must be approved by the Operator – (Approved Firm Services Application), according to stipulations of the Transmission Agreement and the relevant provisions of the Code. An Approved Firm Service Application is withdrawn only on serious grounds and only with the agreement of the Operator.

## Article 8

## Application for Provision of Transmission Services on a Firm Basis

1. Transmission Users have the right to submit an Application for Firm Services.

2. The booking of Transmission Capacity for Delivery/Reception on a Firm Basis at a Transmission Capacity Auction Point is done exclusively through Standard Capacity Product auctions, as specified in Regulation (EU) No 459/2017 and in Chapter [$2^{B}$] of the Network Code. For the booking of Transmission Capacity at an Auction Point, which relates exclusively to the Quantity of Transmission Capacity for Delivery/Reception that the User requests through the auction, and throughout its duration, the procedure for submission of Applications for the Provision of Transmission Services, which is laid down in this Article, does not apply.

3. For Users entitled to participate in Standard Capacity Product auctions in accordance with Chapter [$2^B$], the result of the auction for each Standard Capacity Product is deemed as an Approved Firm Service Application and have all legal effects thereof under the Network Code.

4. The Application for Firm Services concerns services with duration of at least one (1) Day or integral multiples thereof.

5. The Application for Firm Services specifies at least the following:

   A) The Entry Points or Reverse Flow Entry Points at which the Transmission User is entitled, if its Application is approved, to deliver natural gas to the Operator for injection into the Transmission System and, for each of the above Points the Application relates to, the Transmission Capacity for Delivery, and/or the Coupled Transmission Capacity for Delivery, and/or the Conditional Transmission Capacity for Delivery which the User requests to book.

   or

   B) The Exit Points or Reverse Flow Exit Points from which the Transmission User is entitled, if its Application is approved, to receive Natural Gas from the Transmission System and, for each of the above Points the Application relates to, the Transmission Capacity for Reception and/or the Coupled Transmission Capacity for Reception and/or the Conditional Transmission Capacity for Reception which the User requests to book.

   C) The date of start and termination of the requested Transmission Services.

6. Subject to the provisions of article [109], duly signed Applications for Firm Services will be submitted to the Operator via the Electronic Information System by Transmission Users, pursuant to the terms of the Transmission Agreement. Signature, in the above sense, means digital signature. The date on which the Application for Firm Services is submitted (Transmission Application Date) may precede by, at the most, one (1) year the requested date of commencement of supply of Transmission Services. Without prejudice to paragraphs [9] and [10], the Firm Services Application must be submitted no later than 10:00 am on the day before commencement of supply of the Transmission Services.

7. The Applications for Firm Services will be evaluated by the Operator on a First Come First Served Basis.

8. Subject to the provisions of paragraphs [9] and [10], the Operator will arrive at a decision on the Application for Firm Services within five (5) working days of the Transmission Application Date. If the Operator considers that the Application for Firm Services is complete and that there are no grounds for rejecting it under the provisions of paragraph [13], then the signed Firm Services Application (Approved Application for Firm Services) will be sent to the applicant through the Electronic Information System, in the standard form attached to the Standard Transmission Agreement, no later than 13.00 on the day before provision of requested Services commences. Signature, in the above sense, means digital signature.

9. In the event that the Application for Firm Services relates to the provision of Transmission Services for a period of one (1) Day, the applicant may submit the Application, duly signed, via the Electronic Information System, to the Operator

by 21:00 on the Day before provision of Transmission Services commences. Signature, in the above sense, means digital signature.

The Operator will decide on the Application for Firm Services by 21:30 of the previous Day from the starting Day of the Transmission Services. If the Operator considers the Application complete and there are no grounds for rejecting it according to the provisions of paragraph [13], it will send the signed Application for Firm Services to the applicant, via the Electronic Information System.

10. In particular, for the LNG Entry Point, the Operator shall announce in the Electronic Information System, by 10:00 of the Day on which the Transmission Services are provided, the part of the Transmission Capacity for Delivery of the LNG Entry Point for the said Day, which may be booked by the Transmission Users on an intraday basis. In this case, the relevant Application of Firm Services is submitted to the Operator by the Transmission Users, duly signed via the Electronic Information System, by 19:00 of the Day,

    The Operator decides on the Application of Firm Services until 19:30 of the same Day. If the Operator considers the Application complete and there is no reason to reject it,according to the provisions of paragraph [13], the Operator will send, through the Electronic Information System, the signed Application of Firm Services to the applicant.

11. Each Approved Firm Service Application receives a unique code number from the Operator, and is attached to the Transmission Agreement entered into between the Transmission User and the Operator.

12. The rejection of an application will be fully substantiated by the Operator, and the applicant will be notified accordingly accompanied by any supporting documents or information, and is communicated to RAE.

13. The rejection of an Application for Firm Services is permitted if:

    A) The execution of the Agreement in respect of the submitted Application prevents the Operator from fulfilling the public service obligations assigned to it.

    B) There are grounds, and the procedure as per the provisions of article [68], paragraph [2], case a), subparagraph [5] of the Law has been complied with.

    C) Available Transmission Capacity for Delivery or Reception, available Coupled Transmission Capacity for Delivery or Reception, available Conditional Transmission Capacity for Delivery or Reception at the Entry Points, Reverse Flow Entry Points, Exit Points or Reverse Flow Exit Points, as set out in the Application for the Provision of Transmission Services on a Firm Basis, is not sufficient to cover the demands of the applicant, without prejudice to cases in articles [14], [15] and [16]. In this case approval by the Operator is postponed until a transfer agreement is concluded or the release procedure for the respective Transmission Capacity is complete. In defining available Transmission Capacity for Delivery at Entry Points, any released Transmission Capacity under article [15], Surrendered Transmission Capacity for Delivery under article [$20^{AC}$] and any Additional Transmission Capacity under article [$20^{AB}$] are taken into account.

    D) The deadlines laid down in the provisions of this Article are breached.

E) The rules relating to the Booking of Transmission Capacity, as per Article 10, are not complied with.

F) The User has not been provided with the guarantees required, in accordance with the provisions of Chapter $3^{A}$.

G) The application is submitted by a non duly authorised representative of the Transmission User

## Article 9

## Ancillary Services

1. The Operator is responsible for providing the Users with Ancillary Services in the most cost-effective, transparent and direct way without any discrimination among the Users

2. The Operator will post a list of the Ancillary Services it can provide for Transmission Users under separate agreements, as well as the respective tariffs. The above obligation does not apply in the case of Gas balancing and of Operational Gas offsetting, for which the Operator's terms of performance and relevant charges to Transmission Users are regulated as per the provisions of Chapters [8] and [$8^{A}$], respectively.

3. The Ancillary Services list is updated by the Operator at its own discretion.

4. The Ancillary Services list and each update thereof is communicated to RAE.

## Article $9^{A}$

## Natural Gas Transmission Services on a Firm Basis under the Reverse Flow Process

1. The Operator, taking into account the operational limitations of the NNGTS and of the Connected System, announces the NNGTS Entry Points, with the exception of the LNG Entry Point, at which Reverse Flow towards the upstream Connected Natural Gas System is possible through these Entry Points. At the same time, the above Points are also NNGTS Exit Points (Reverse Flow Exit Points).

2. The Operator, taking into account the functional limitations of the NNGTS and of the Connected System, announces the NNGTS Exit Points, at which there is the possibility of Reverse Flow from the downstream Connected Natural Gas System through these Entry Points. At the same time, the above Points are also NNGTS Entry Points (Reverse Flow Entry Points).

3. The Operator provides Users that have signed an Approved Firm Services Application with the following Natural Gas Transmission Services under the Reverse Flow Process (Reverse Flow Transmission Services) on a Firm Basis, in the most economical, transparent and direct way, without discrimination between Users:

   A) Reception of a Natural Gas Quantity by the Operator at one or more Reverse Flow Entry Points, execution of the necessary measurements through the measuring devices at these Reverse Flow Entry Points, and Transmission of the Natural Gas Quantity through the NNGTS.

or

B) Transmission of a Natural Gas Quantity through the NNGTS, delivery of the Natural Gas Quantity by the Operator at one or more Reverse Flow Exit Points, and execution of the necessary measurements via the measuring devices at these Reverse Flow Exit Points.

4. The Operator shall notify the Electronic Information System of the Transmission Capacity for Delivery at Reverse Flow Entry Points and of the Transmission Capacity for Reception at Reverse Flow Exit Points, for the purpose of providing Reverse Flow Transmission Services. At Transmission Capacity Auction Points, notification is made in accordance with the provisions of Chapter [2B].

5. For the provision of Reverse Flow Services under the Authorised Application for Firm Services, the Transmission User submits Daily Nominations in accordance with the provisions of Chapter 4.

6. At each Reverse Flow Entry/Exit Point, Reverse Flow Exit/Entry Point and for each Day d, the Daily Flow Balance is calculated as the difference between the sum of the quantities of Natural Gas to be received and the sum of the quantities of Natural Gas to be delivered at that Point, in accordance with the Confirmed Quantities of Transmission Users.

7. If, for a Day d, the value of the Daily Flow Balance at this Point, turns out to be:

i) Positive, a quantity of physical delivery of natural gas to the Operator, equal to the value of the Daily Flow Balance, is also provided for at that Point,

ii) Negative, a quantity of physical reception of natural gas by the Operator through that Point, equal to the absolute value of the Daily Flow Balance, is provided for,

iii) Zero, zero quantities of physical reception and delivery of natural gas delivery are provided for at that Point.

## Article 10

## Booking of Transmission Capacity for Delivery and/or Reception

1. With the Approved Firm Service Application , the Transmission User books Transmission Capacity for Delivery/Reception at Entry Points/Reverse Flow Entry Points and Exit Points/Reverse Flow Exit Points of the Transmission System, according to the procedure set out in articles [8] and [$9^{A}$].

2. In the event that a Transmission User books Transmission Capacity at the same Point, through more than one (1) Approved Applications for Firm Services, the Total Booked Transmission Capacity for Delivery and the Total Booked Transmission Capacity for Reception of a Transmission User at a Reverse Flow Entry/Exit Point and at a Reverse Flow Exit/Entry Point serving the User are defined for each Day as the sum of the Booked Delivery and Reception Transmission Capacity, at the said Entry and Exit Points respectively, through each Application for Firm Services of the User, which is in effect during the said Day.

3. Under a decision issued by RAE, following a proposal by the Operator, in accordance with the provision of paragraph 3 of Article 71 of the Law, a part of the Transmission

Capacity for Delivery at an Exit Point or Exit Points of the NNGTS or of the Gasification Capacity of the LNG Facility is defined and is booked to provide public public service obligations, and particularly for reasons of security of supply. The Operator's proposal will:

A) Document fully the reasons for which it is necessary to implement the above provision, and will be accompanied by all the relevant supporting evidence.

B) Describe the terms under which it is possible to make the said capacity available to Users in order to service the demand for natural gas in Greek territory, and also, in the short term, to import natural gas with the aim of exporting it.

C) Provide assessments related to time scheduling and actions necessary to increase Transmission Capacity for Delivery so that the reasons for the implementation of the measure are eliminated.

4. Ten percent (10%) of the available Transmission Capacity for Delivery at the Entry Points, other than those to which Regulation (EU) No 459/2017 applies, is made available exclusively to Users for booking Transmission Capacity for Delivery under Transmission Agreements with a duration of less than one (1) year. The Operator is obliged to notify the Electronic Information System of the exact volume of Transmission Capacity for Delivery that corresponds to the aforementioned percentage.

## Article 11

## Modification of Booked Transmission Capacity for Delivery/Reception following Transmission User Request

1. During the validity period of the Approved Firm Service Application, the Transmission User has the right to request modification of Transmission Capacity for Delivery/Reception that it has booked, in the case of transfer of Booked Transmission Capacity to another User under the procedure provided for in article [14].

2. During examination of requests for modification of Booked Transmission Capacity for Delivery/Reception as per the above, the Operator will take into consideration the relevant provisions of the Network Code, in particular paragraph [13] of Article [8], Articles [15], [16], [$20^{AC}$], and [$20^{AD}$], as well as the reliable, secure and effective operation of the NNGTS. Rejection of the User's application will be specifically justified by the Operator, and the details will be communicated to the RAE.

3. In the aforementioned cases, if the Transmission User's request is accepted, the Operator will promptly modify the Transmission Users' Booked Transmission Capacity, and will modify the respective Approved Applications accordingly.The Operator will update the Booked Transmission Capacity Holders Registry and the Electronic Information System, as appropriate. Cases of modification under this article do not constitute modifications which require written modification of the Approved Firm Service Application.

## Article 12

## Mandatory Modification of a Transmission User's Booked Transmission Capacity for Delivery/Reception

1. During the valid term of the Approved Firm Service Application for the specified Entry Points/Reverse Flow Entry Points or Exit Points/Reverse Flow Exit Points, the Operator is obliged to modify the Transmission User's Booked Transmission Capacity where there are grounds to do so and the procedure for implementation as per articles [15], [16] and [$20^{A,C}$] is followed.
2. Modification as per the previous paragraph of the Transmission User's Booked Transmission Capacity for Delivery/Reception do not, under the provisions of this article, constitute a modification requiring written amendment of the Approved Firm Service Application. The said modifications apply immediately upon issuance of the Operator's decision, as per the provisions of paragraph 5 of Article 71 of the Law. The Operator's decision will include the duration and reasons for said modification.
3. In the aforementioned cases, the Operator promptly modifies the Booked Transmission Capacity for Delivery/Reception of the Users, and notifies the Users and depending on the case, updates the Registry of Holders of Booked Transmission Capacity for Delivery/Reception, as per article [13], and the Electronic Information System.

# Article 13

## Booked Transmission Capacity for Delivery/Reception Holders Registry

1. The Operator will enter details of Transmission Users that have booked Transmission Capacity made available by the Operator at Reverse Flow Entry/Exit Points and at Reverse Flow Exit/Entry Points in the Booked Transmission Capacity Holders Registry, according to Chapters [2], [$2^{A}$] and [$2^{B}$] of the Network Code.
2. The Operator shall enter in the Registry of Holders, for each Transmission User, the Transmission Capacity that it has booked at each of the above Points in accordance with the terms of the Transmission Agreements which it has concluded and with the relevant Approved Applications. The Operator updates the Registry with any modification of the above data.
3. Following a relevant application by a Transmission User, the Operator issues an extract from the Registry (Certificate of Booked Transmission Capacity for Delivery/Reception) which states, as a minimum:
   A) The issue date of the Certificate and the Day to which the details listed in the Certificate refer.
   B) The Identity of the Transmission User.
   C) As applicable, the number of the relevant Transmission Agreement, which the User has concluded with the Operator, and for each Approved Application:
      i) Its code number

ii) The Day on which the provision of the relevant Transmission Services, Services for Reverse Flow, Transmission Services on an Interruptible Basis commences and ceases.

iii) The Booked Transmission Capacity for Delivery/Reception and the Booked Interruptible Transmission Capacity for Delivery/Reception per Entry Point/Reverse Flow Entry Point and Exit Point/Reverse Flow Exit Point, respectively.

D) Total Booked Transmission Capacity for Delivery/Reception per Entry Point/Reverse Flow Entry Point, or Exit Point/Reverse Flow Exit Point as defined in paragraph [3] of Article [10] and the Transmission User's Total Booked Interruptible Transmission Capacity for Delivery/Reception per Entry Point/Reverse Flow Entry Point, and Exit Point/Reverse Flow Exit Point.

## Article 14

## Transfer of Booked Transmission Capacity for Delivery/Reception

1. Each Transmission User (Transferor User) may conclude an agreement to transfer to another Transmission User (Transferee User) the entire or part of the Transmission Capacity it has booked at an Entry or Exit Point or at a Reverse Flow Entry or Exit Point (Transferred Booked Transmission Capacity). Bundled Transmission Capacity may be transferred only as a bundled product, as initially acquired by the Transferor User through the Standard Capacity Product auction in accordance with the provisions of Regulation (EU) No 459/2017 and of Chapter [$2^{B}$] of the Network Code. Transfer is effected according to the procedure of Article [$20^{A}$].

2. With the transfer agreement the Transferor User and the Transferee User agree that the Transferee User fully undertakes the rights and obligations of the Transferor User emanating from the provisions of the Network Code and the terms of the Transmission Agreement and it is rendered exclusively responsible to the Operator for the fulfilment of the latter, particularly those related to Gas balancing and the payment of the applicable NNGS Usage Tariff.

3. The transfer agreement shall take effect upon the written consent of the Operator and, in the case of Bundled Transmission Capacity, the additional written consent of the upstream Operator, at the Transmission Capacity Auction Point at which Bundled Transmission Capacity is offered as a Standard Capacity Product. To this end, the contracting parties will inform the Operator in writing of the unique number (code) of the Approved Application to which the amount transferred relates, and will submit all details of the transfer by 10:00 of the Day which precedes the Day on which the transfer is due to take place. The Operator will notify the upstream Operator's request at the Transmission Capacity Auction Point in the event that the transfer concerns Bundled Transmission Capacity at said Point.

4. The Operator will not consent to the agreement and the agreement will not take effect if at least one of the following applies:

A) If carrying out the transfer would result in the violation of the provisions of article [10] and/or article [70] for the Transferor or the Transferee.

B) If the expiry date of the transfer agreement extends beyond the expiry date of the Booked Transmission Capacity for Transfer, as arising from the relevant Approved Firm Services Application of the Transferor.

C) If the Transferred Booked Transmission Capacity exceeds the respective Booked Transmission Capacity for Delivery/Reception of the Transferor.

D) If the Transferee has not submitted to the Operator a Firm Services Application for booking Transmission Capacity for Delivery/Reception by 10:00 of the Day which precedes the Day on which the transfer is due to take place, for the Transferred Booked Transmission Capacity and for the duration of the transfer.

E) In the case that the Transfer User has not submitted to the Operator a request to change the Booked Transmission Capacity for Delivery/ Reception no later by 10:00 on the preceding Day from the Day on which the tranfert takes place, for the Transferred Booked Transmission Capacity and for the duration of the transfer.

F) In case the Application for Firm Services of subparagraph D), that was submitted by the Transferee is rejected by the Operator in accordane with the provisions of Article [8].

G) In the case of Bundled Transmission Capacity, if the upstream Operator at the Transmission Capacity Auction Point at which the Bundled Transmission Capacity which is requested to be transferred is offered, does not consent in writing.

5. The Operator informs the Transfer and the Trasferee Users about its consent or not to the utilization of the said transfer by 14:00 of the preceding Day from the Day on which the tranfer takes place.

## Article 14$^{A}$

## Leaseof Booked Transmission Capacity for Delivery/Reception

1. Each Transmission User (Lessor User) may conclude an agreement to lease Transmission Capacity for Delivery/Reception with another User (Lessee User) for the entire or part of the Transmission Capacity for Delivery/Reception which it has booked at an Entry Point, Reverse Flow Entry Point or Exit Point, Reverse Flow Exit Point. Leasing takes place under the procedure of Article 20 $^{A}$.

2. With the agreement to lease Transmission Capacity for Delivery/Reception, the Lessor User undertakes, on behalf of the Lessee User, the delivery of Quantities of Natural Gas to the Entry Points, Reverse Flow Entry Points and/or the reception of Quantities of Natural Gas from the Exit Points, Reverse Flow Exit Points defined in the leasing agreement.

3. In particular the following are set down in the agreement on leasing Transmission Capacity for Delivery/Reception:

A) The process by which the Lessor User is entitled to require from the other party to discontinue the lease for part or all of the leased Transmission

Capacity for Delivery/Reception, if this is necessary to serve the Lessor User's Customers.

B) The compensation which the Lessor User is obliged to pay to the Lessee User in the event of interruption of the lease under case A). Compensation is determined by the Lessor, which will take into account the estimated probability of the interruption of the lease during the time the lease agreement is in effect, based on estimations of the developments in demand for natural gas and on historical data.

C) The process for allocation for quantities of natural gas belonging to the Lessor and the Lessee at the Entry Points/Reverse Flow Exit Points and Exit Points/Reverse Flow Entry Points that are used by the two counter-parties.

4. The leasing of Transmission Capacity for Delivery/Reception does not require the consent of the Operator. The Lessor remains exclusively responsible to the Operator for the fulfilment of the conditions imposed by the provisions of the Network Code and the terms of the Transmission Agreement concluded with the Operator, including those relating to Gas balancing and payment of the applicable NNGS Usage Tariff, and will notify the Operator of any leasing of Booked Transmission Capacity within two (2) working days of conclusion of the lease agreement. The Lessor will inform the Operator in the case of any event that leads to the interruption of the lease under paragraph [3](A).

5. The Lessor will submit Daily Nominations as per Chapter 4.

## Article 15

## Release of Unused Booked Transmission Capacity for Delivery, Reception for Approved Applications which have a duration of more than one year

1. The Operator, by its duly substantiated decision, may release, as per the provisions of Article 71(5) the Law, all or part of the Transmission Capacity for Delivery at an Entry Point/Reverse Flow Entry Point and/or for Reception at a Reverse Flow Exit Point that has been booked by the Transmission User, taking account of any changes as per articles [11] and [12], provided that it has not been used, and has not been reallocated via the Transfer Procedure as per article [14] and [20A], or the Surrender Procedure for Booked Transmission Capacity, under article [$20^{A,C}$].

2. Unused Booked Transmission Capacity for Delivery/Reception will be released according to paragraph [1] provided that the following cumulatively apply:

A) There is a request to book Transmission Capacity for Delivery/Reception at the Point in question under article [8], other than at the Transmission Capacity Auction Points, and the available Transmission Capacity for Delivery/Reception respectively at said Point is not sufficient to satisfy this request and

B) The average value of the sum of the Transmission Capacity for Delivery/Reception used and made available via the process of Transferring under Articles [14] and [20A] on the secondary market and via the surrender

process as per article [20$^{AC}$] during twelve (12) consecutive months preceding the month in which the request was submitted under case (A), is less than 80% of the Transmission Capacity for Delivery/Reception which has been booked at the relevant Point by the Transmission User for the above period.

3. The Transmission Capacity for Delivery/Reception in question is released to the extent of that part of the volume over the time period as necessary to fully satisfy the applicant as per paragraph [2](A).

4. The consent of the Transmission User from which the Transmission Capacity for Delivery/Reception is being released is not required to carry out the above release.

5. The Operator will send a detailed breakdown (Usage Statement) to RAE, in an electronic and editable format, which will include the following data per Day, per Entry Point/Reverse Flow Entry Point and Exit Point/Reverse Flow Exit Point, and per User, for the previous three months:

   A) The User's Quantity of Natural Gas to be delivered at that Point in accordance with its Confirmed Quantities.

   B) The quantity of Natural Gas allocated to the Transmission User during the Final Allocation.

   C) The User's Booked Transmission Capacity for Delivery/Reception per Entry Point, Reverse Flow Entry Point, Reverse Flow Exit Point, and per Approved Firm Service Application that the User has entered into with the Operator.

6. The Usage Statement will be submitted to RAE together with the Report on Offer of Unused Transmission Capacity under article [20$^{A}$].

7. Where the data in the Usage Statements and the Reports on Offer of Unused Transmission Capacity under article [20$^{A}$] indicates:

   A) Systematic non-use of Booked Transmission Capacity for Delivery/Reception as per paragraph [2](B), which may adversely affect the access of third parties to the NNGS, the economic viability thereof, the security of supply and the ability to provide public utility services and

   B) Failure to offer on the secondary market, as per article [20$^{A}$], all or part of the Booked Transmission Capacity as per paragraph [1] for a period of at least twelve (12) consecutive months,

   RAE may require from the Operator to call the User to provide clarifications within a minimum deadline period of fifteen (15) days, in order for the latter to justify such non usage of Transmission Capacity for Delivery/Reception that it had booked at that Point. If the Transmission User does not adequately justify said failure to use Transmission Capacity for Delivery/Reception in due time, the Operator, at its own discretion, proceeds to release of that part of the Booked Transmission Capacity for Delivery/Reception calculated as the product of the Booked Transmission Capacity multiplied by the higher value between 0.2% and the difference of the mean value unit ratio to the sum total, as per paragraph [2](B), of Booked Transmission Capacity for Delivery/Reception (Unused Capacity). The first time this measure is implemented in respect of a User, the release period will be equivalent to thirty (30) Days. The release period will be

doubled with each subsequent application of the measure with respect to the same User. If within a period of forty-eight (48) consecutive months four (4) releases of this kind are imposed on the same User for the same corresponding Point under this paragraph, the Operator will release the Unused Capacity as above from the User for the remainder of the Booked Transmission Capacity period in question.

8. The Transmission User from which Booked Transmission Capacity is released is not relieved of the obligation to pay charges related to the released Transmission Capacity, as per the NNGS Usage Tariff, unless an Approved Firm Service Application is co-signed by the applicant with the Operator under paragraph [2](A), or with another interested party and only for that part of the Transmission Capacity for Delivery/Receipt to which the new Approved Application relates, and for the valid duration thereof.

9. With the signature of an Approved Firm Service Application between the applicant under paragraph [2] (A) and the Operator or other interested party as per paragraph [7], the Operator, under article [12], will proceed to make a corresponding reduction in the Transmission User's Booked Transmission Capacity for Delivery/Reception by the released amount for the period over which the Approved Firm Service Application remains valid.

10. The released Transmission Capacity for Delivery/Reception is counted towards the available Transmission Capacity for Delivery/Reception at the Point from the Day of release, and is reduced or zeroed with the co-signing of the Approved Firm Service Application between the applicant as per paragraph [2](A) and the Operator or any other interested party.

11. Any decision by the Operator regarding the release of Transmission Capacity for Delivery/Reception according to this article will be notified to the Transmission User concerned and to RAE, and the details will be posted on the Operator's website in Greek and English.

## Article 16

## Release of Unused Booked Transmission Capacity for Reception

1. If a User submits an application for the Booking of Transmission Capacity for Reception at an Exit Point in order to serve a Customer, served by another Transmission User and:

   A) The applicant User submits a written statement of the Customer or of the Customer's Supplier that the Customer or the Customer's Supplier shall be served by the applicant User and shall stop being served by the other Transmission User or shall not be served by it for a certain time period, and

   B) The available Transmission Capacity for Reception at the Exit Point does not suffice,

   the Operator will release from the Transmission User responsible for servicing the Customer or its Supplier up to that time, subject to a duly substantiated decision and as per the provisions of Article 71(5) of the Law, that part of the Booked Transmission Capacity for Reception needed to service the Customer or its Supplier, and will respectively book on behalf of the applicant User, Transmission Capacity for Reception of at least an equivalent amount at the

relevant Exit Point, for the time period referred to in the Customer or Customer's Supplier's nomination.

2. The consent of the Transmission User from whom the Transmission Capacity for Reception is released is not required in order to complete said transfer.

3. Transmission Users from whom the Transmission Capacity for Reception is released are exempt from payment of the corresponding sum according to the NNGS Usage Tariff for the period over which the respective Transmission Capacity for Delivery Reception is released. The User in favour of which the above Transmission Capacity was released will conclude a separate Approved Firm Service Application, according to the provisions of article [8], in order to book the released Transmission Capacity separately. It is also required to pay the proportionate amount to the Operator, in accordance with the NNGS Usage Tariff, for the period of release of the Transmission Capacity for Reception in question.

## Article 17

## Article 18

## Article 19

## Article 20
## Congestion Management

1. In the event that the Transmission Capacity which has been booked by Transmission Users at any Entry or Exit Point or Reverse Flow Exit Point or Reverse Flow Entry Point, exceeds two thirds (2/3) of the Transmission Capacity specified at that Point, the Operator shall immediately inform RAE and the Users.

2. The above notification obligation shall not apply in case of an Exit Point serving exclusively one (1) Natural Gas consumer.

3. The Operator shall immediately notify RAE in the event that the Transmission Capacity available at an Entry or Exit Point or at a Reverse Flow Exit or Entry Point is not sufficient to fulfil a User's request for Transmission Capacity Booking at that Point in order for it to serve a new Natural Gas consumer (Congestion)

4. The notification under the previous Article shall be accompanied by the Operator's assessment specifically with regard to feasibility, cost and time of Congestion relief, and additionally with regard to the possibility of the performance of additional Maintenance or investment for the expansion of the Transmission Capacity at the relevant Entry or Exit Point or Reverse Flow Entry or Exit Point.

# Article 20$^{A}$

## Offer of Unused Booked Transmission Capacity for Delivery/Reception on the Secondary Market

1. Each Transmission User may offer part of the Booked Transmission Capacity for Delivery/Reception which will not be used to third party Users on the secondary market by transfer, under Article 14 or for leasing under Article 14$^{A}$ for a given period, either through the Electronic Transactions System or through direct negotiation, as specified in this Article.

2. In order to make available unused Booked Transmission Capacity through the Electronic Transaction System, the offering User registers its offer in the said System. The offer must refer to the Entry and Exit Points and to the Reverse Flow Entry and Exit points, and for each such Point it must mention the amount of the offered Transmission Capacity that has been booked, the Day or the time period during which it is offered, the price that the offering User requires in order to make the Transmission Capacity available, the terms for the examination of the requests from the interested Users and, in the case of a lease offer, the details defined in case A) of paragraph 3 of Article 14$^{A}$.

3. Interested Users register their acceptance of the offer for the Transmission Capacity for Delivery/Reception in the Electronic Transactions System. The offering User is informed about any such acceptance via the Electronic Transactions System.

4. In the case of offer of unused Booked Transmission Capacity for Delivery/Reception by direct negotiation between the parties, the provisions of Article 14 in the case of transfer, and Article 14A in the case of leasing of Transmission Capacity, must be satisfied. At the end of the process applied in each case, the Operator publishes the Entry Points, Exit Points, Reverse Flow Entry Points, Reverse Flow Exit Points to which the transfer or lease refers, and for each such Point, the amount of the Booked Transmission Capacity which was transferred or leased and the Start Day or the time interval of the transfer or lease of the said Transmission Capacity.

5. Until the Electronic Transactions System is put into operation:

   (i) Any reference to the Electronic Transactions System will be understood as referring to the Electronic Information System.

   (ii) The Operator will notify the offering User of acceptance of the offer of availability on behalf of the interested Users, as per the provisions of paragraph [3], via fax or email.

   (iii) The Transmission User may dispose of Unused Booked Transmission Capacity for Delivery/Reception under an open procedure conducted by the offering User, based on market mechanisms, and posted on the offering User's website and the Electronic Information System. The offering User must inform the Operator in writing of the initiation of this open tender procedure, and at the same time ask the Operator to post the notification on the Electronic Information System. The offering User's notification must include all the items in paragraph 2 and also the procedure used to carry out the open procedure and to allocate the Transmission Capacity to interested parties. At the end of the process, the offering User shall inform the

Operator, in writing, on the results of the open process and on every detail which is necessary to complete the transfer or lease process under Articles 14 and $14^{A}$ respectively. At the end of the procedure applied on a case-by-case basis, the Operator will announce, via the Electronic Information System, the Entry Points, Exit Points, Reverse Flow Entry Points, and Reverse Flow Exit Points to which the transfer or lease refers, and for each such Point, the amount of the Transmission Capacity that was transferred or leased, and the date or period of the transfer or lease of said Transmission Capacity.

6. Within thirty (30) days of the end of each quarter, the Operator will submit a Report on the Offer of Unused Transmission Capacity to RAE. The report describes cases where unused Transmission Capacity which has been booked by Transmission Users was allocated to other interested Users for each of the previous three (3) months including all relevant details relating to the offer process.

7. The Operator will keep records in electronic format for at least five (5) years, comprised of the following information:

   A) The volume of Transmission Capacity for Delivery/Reception per Entry Point/Reverse Flow Entry Point and Exit Point/Reverse Flow Exit Point that was transferred or leased.

   B) The duration of transfer or lease periods.

   C) All relevant details pertaining to the interruption of leases.

8. By decision of the Operator after approval by RAE, in accordance with the provision of paragraph 5 of Article 69 of the Law, it is possible to set a maximum price limit for offers for transfer or lease of Transmission Capacity under paragraphs 2, 4 and 5 for a specific time period which may not exceed two (2) months, provided that it is proved that the price is at unreasonably high levels under the rules of fair competition and the conditions for the offer of Transmission Capacity on the natural gas market in the period when the measure is taken, taking into account the NNGS Usage Tariff. The details for the implementation of the measure will be specified in the abovementioned decision of the Operator.

9. The Operator bears no liability whatsoever towards the Offeror and/or the User accepting the offer and/or any third party as for the veracity of the statements of intent contained in the Offer and the acceptance thereof, and with regard to the solvency of the beneficiaries or the acts or omissions of the Offeror and/or the User accepting the offer over the period of operation and performance of the contract that are due to negligent performance or a breach of contractual obligations, to which the general provisions of contract law apply.

## Article $20^{AB}$
## Offer of Additional Transmission Capacity for Delivery/Reception and Buy-Back Procedure

1. Additional Transmission Capacity for Delivery is defined as Transmission Capacity provided by the Operator on a firm basis for booking by Users, in

addition to the Transmission Capacity for Delivery at an NNGS Entry Point, other than the LNG Entry Point. The Additional Transmission Capacity for Delivery shall be added to the Transmission Capacity for Delivery of an NNGS Entry Point and shall be taken into account in determining respectively the available Transmission Capacity for Delivery at the Point. The Additional Transmission Capacity for Delivery is booked by the Transmission Users according to the provisions of Chapter [2], after the booking of the total Transmission Capacity for Delivery at the point, which includes the part made available to Users pursuant to the provisions of Articles [15] and [$20^{AC}$].

Additional Transmission Capacity for Reception is defined as the Transmission Capacity which is provided by the Operator on a Firm Basis for booking by the Users, in addition to the Transmission Capacity for Reception at an NNGS Entry Point/Reverse Flow Exit Point, other than the LNG Entry Point. The Additional Transmission Capacity for Reception is booked by the Transmission Users according to the provisions of Chapter 2, after the booking of the total Transmission Capacity for Reception at the Point, which also includes the part made available to Users pursuant to the provisions of articles [15] and [$20^{A,C}$].

The subsequent provisions of this Article apply mutatis mutandis to Additional Transmission Capacity for Reception.

2. The Operator will publish the following in the Electronic Information System at the latest 5 $^{days}$ before the beginning of Month M:

   A) The Additional Transmission Capacity for Delivery at each Entry Point of the NNGTS except the LNG Entry Point for the Month M, which has a fixed price for the entire Month and may be equal to or greater than zero.

   B) The available Transmission Capacity for Delivery for each Day of the Month M, as found taking into account the Additional Transmission Capacity for Delivery.

   C) A brief report in which it specifies the reasons behind its estimate of the Additional Transmission Capacity for Delivery.

3. The methodology for calculating Additional Transmission Capacity for Delivery per Entry Point of the NNGTS, apart from LNG Entry Points, will be published by the Operator in the Electronic Information System. In determining the Additional Transmission Capacity for Delivery for each Point, except the LNG Entry Point, the following, in particular, are taken into account:

   A) Historical data on the Natural Gas Quantities delivered by Transmission Users at each Entry Point in Month M and the results of the relevant statistical analysis of that data.

   B) The Annual Maintenance Planning or any Emergency Maintenance.

   C) The reliable, safe and efficient operation of NNGS.

4. The operator is obliged to review the overbooking and buy-back system and recalculate the Additional Transmission Capacity for Delivery at the request of the RAE.

5. If all or part of the Additional Transmission Capacity for Delivery has been booked at an Entry Point for Day d and if the Confirmed Quantities of the Transmission Users, in accordance with Article 27, show that the total Quantities

of Natural Gas to be delivered at an Entry Point exceed the Transmission Capacity for Delivery at that Point, the Operator may call the Transmission Users to offer to the Operator, against a consideration, part of the Transmission Capacity which they have booked, up to the amount that corresponds to the daily Quantity of Delivery which they are to deliver at the said Entry Point on Day d, in accordance with their Confirmed Quantities (Buy-back Procedure). All Transmission Users which have booked Transmission Capacity at that Entry Point on Day d, pursuant to Article 8, and whose Confirmed Quantities relating to the delivery of Natural Gas at that Entry Point on the same Day are not zero, are entitled to participate in the Buy-back Procedure.

6. The Buy-back Procedure is applied every Day of the Month M for which the conditions in the previous paragraph are met. The start time of the Buy-Back Procedure (Deadline for Buy-Back Commencement) is announced by the Operator via the Electronic Information System no later than one (1) hour before said deadline. The Buy-Back Procedure will be completed within forty-five (45) minutes from the Deadline for Buy-back Commencement (Buy-back Closure Time).

7. At the start of the Buy-back Procedure, the Operator announces the Buy-Back Transmission Capacity (kWh/Day), the Unit Buy-Back Price at Commencement (EUR/kWh) and the Maximum Unit Buy-Back Price (EUR/kWh) for each Entry Point involved in the Buy-Back Procedure, via the Electronic Information System. The Buy-back Procedure is implemented through the electronic platform which the Operator announces on its website.

8. The Transmission Capacity for Buy-back has a value which is set from zero to the price of the Additional Transmission Capacity for Delivery.

9. The Unit Price for Buy-back Commencement (MTEE) and the Maximum Unit Price for Buy-back are calculated for each Entry Point of the Transmission System as follows:

   $MTEE = \Sigma\Delta Mi$

   $MMTE = P \times \Sigma\Delta Mi$

   Where:

   P: Surcharge Coefficient which has a value of 1.5. After the completion of the year following the year the Network Code is implemented, the Surcharge Coefficient is determined by the Operator after approval by RAE, in accordance with the provision of paragraph 5 of Article 69 of the Law, three (3) months before the beginning of each Year.

   ΣΔMi: The Coefficient for the Charge for Transmission Capacity, reduced per Day (€/kWh) of the Year in question, for the Entry to the Transmission System to which this Entry Point belongs, in accordance with the NNGS Usage Tariff.

10. Offers are submitted through the electronic platform for the implementation of the Buy-back Procedure.

11. Each offer consists of a price pair (Buy-back Offer Unit Price, €/kWh) and part of the Transmission Capacity which has been booked by the Transmission User and which receives a price from zero to the minimum between the Transmission Capacity for Buy-back and the Booked Transmission Capacity for Delivery

which corresponds to the daily Natural Gas Quantity to be delivered to the Entry Point, in accordance with the Confirmed Quantities of the Transmission User (Offered Capacity for Buy-back, kWh/Day).

12. Each Transmission User may submit one (1) offer to the Buy-back Procedure (Buy-back Offer) within thirty (30) minutes from the Deadline for Buy-Back Commencement (Deadline for Buy-back Submission). In case of submission of more than one offer by one Transmission User, within the above period, the User's most recently submitted offer is considered as the Transmission User's Buy-back Offer.

13. The Buy-back Offer Unit Price has a value from the Unit Price for Buy-back Commencement to the Highest Buy-back Unit Price.

14. Buy-back Offers which are submitted on time and which satisfy the conditions set out in paragraphs 10 to 13 are considered to be valid.

15. During the evaluation of the Offers, a Ranking Table for Offers is drawn up electronically, in which each approved Buy-back Offer of a User is entered. In the Ranking Table for Offers, Offers are ranked in ascending order on the basis of the Buy-back Offer Unit Price. Offers with the same Unit Price are ranked in ascending order on the basis of the time of submission of the valid Buy-back Offer.

16. Upon completion of the Ranking Table for Offers, the part of the Booked Transmission Capacity for Buy-back by the Operator (Capacity for Buy-back) of each Transmission User which has submitted a valid Buy-back Offer and the corresponding Unit Price (Buy-back Unit Price) are calculated as follows:

    A) In the case where the sum of the Offered Capacities for Buy-back of the Transmission Users is equal to the Transmission Capacity for Buy-back, then for each of these Transmission Users:

    - its Capacity for Buy-back is equal to its Offered Capacity for Buy-back,

    - its Buy-back Unit Price is equal to the Buy-back Offer Unit Price

    and the Buy-back Procedure is completed.

    B) In the case where the sum of the Offered Capacities for Buy-back of the Transmission Users is higher than the Transmission Capacity for Buy-back, then:

        i) According to the ranking order of the Ranking Table for Offers, for the Transmission Users whose sum of Offered Capacities for Buy-back is lower than the Transmission Capacity for Buy-back:

            - the Capacity for Buy-back of each of these Transmission Users is equal to its Offered Capacity for Buy-back,

            - the Buy-back Unit Price of each of these Transmission Users is equal to its Buy-back Offer Unit Price

        (ii) for the Transmission User which is in the next ranking position of the Ranking Table for Offers after the Transmission Users of the above subparagraph i):

- its Capacity for Buy-back is equal to the difference between the Transmission Capacity for Buy-back and the sum of the Capacities for Buy-back of the Transmission Users of the above subparagraph,
- its Buy-back Unit Price is equal to the Buy-back Offer Unit Price

and the Buy-back Procedure is completed.

C) If the Offered Capacity for Buy-back of the Transmission User ranking first in the Ranking Table for Offers is higher or equal to the Transmission Capacity for Buy-back, then:

- its Capacity for Buy-back is equal to the Transmission Capacity for Buy-back,
- its Buy-back Unit Price is equal to the Buy-back Offer Unit Price

and the Buy-back Procedure is completed.

D) In the case where the sum of the Offered Capacities for Buy-back of the Transmission Users is lower than the Transmission Capacity for Buy-back, then:

i) The difference between the Capacity for Buy-back and the sum of Offered Capacities for Buy-back is calculated.

(ii) Each Transmission User entitled to participate in the Buy-back Procedure in accordance with paragraph 5 is allocated part of the above difference (Remaining Buy-back Part) on the basis of the proportion between the Quantity of Natural Gas to be delivered to that Entry Point, in accordance with its Confirmed Quantities reduced by the size of any Offered Capacity for Buy-back of that Transmission User, and the total Quantity of Natural Gas to be delivered to that Entry Point in accordance with the Confirmed Quantities of all Transmission Users reduced by the size of any Offered Capacity for Buy-back of that Transmission User.

iii) For each Transmission User entitled to participate in the Buy-back Procedure but which did not participate or did not submit an approved offer, its Capacity for Buy-back is equal to its Remaining Buy-back Part and its Buy-back Unit Price is equal to the Unit Price for Buy-back Commencement.

iv) For each Transmission User which has submitted an approved offer under the Buy-back Procedure, its Capacity for Buy-back is equal to the sum of its Offered Capacity for Buy-back and its Remaining Buy-back Part whereas its Buy-back Unit Price is calculated as the average of the User's Buy-back Offer Unit Price and the Unit Price for Buy-back Commencement, weighted in terms of its Offered Capacity for Buy-back and its Remaining Buy-back Part respectively.

and the Buy-back Procedure is completed.

17. In the event that no offers are submitted during the Buy-back Procedure or that the Buy-back Offers submitted are not approved, pursuant to the provisions of paragraph 14, the Transmission Capacity for Buy-back is allocated to all Transmission Users entitled to participate in the Buy-back Procedure in

accordance with paragraph 5, under the procedure set out in subparagraphs Dii) and Diii) of paragraph 16.

18. The Operator notifies Transmission Users that have submitted approved offers under the Buy-Back Procedure, or that have been allocated Buy-Back Transmission Capacity via the Electronic Information System, according to the provisions of paragraph [16](D) or [17] regarding their Buy-Back Capacity and the corresponding Unit Buy-back Price.

    The Operator recalculates the Confirmed Quantities of the above Transmission Users with regard to the part relating to the delivery of Natural Gas at the Entry Point where the Buy-back Procedure took place, reducing for that purpose the Quantity of Natural Gas to be delivered at that Entry Point by the part that corresponds to the Transmission User's Capacity for Buy-back.

    Each of the above Transmission Users will ensure that the total quantity of natural gas to be delivered at that Entry Point for each Renomination Cycle following the completion of the Buy-Back Procedure receives a price that may range from zero to the absolute value of the difference between the Transmission User's Booked Transmission Capacity and its Buy-Back Capacity.

19. The Operator will keep electronic records in editable form for at least five (5) years. As a minimum, these records will include at least the following per Transmission User and per Entry Point for each Day during which the Buy-Back Procedure was in progress:

    A) The volume of Buy-Back Transmission Capacity and the weighted average buy-back price per Entry Point.

    B) The information submitted by Transmission Users during the Buy-back Procedure, per Transmission User and per Entry Point, and its outcome.

## Article 20$^{AC}$

## Surrender of Booked Transmission Capacity for Delivery/Reception to the Operator

1. Each Transmission User (Provider) may surrender all or part of its Booked Transmission Capacity for Delivery and/or Reception that it has booked at an Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit Point (Surrendered Transmission Capacity for Delivery/Reception) to the Operator, for disposal to interested parties, for a given period, according to the provisions of this article. With particular regard to Transmission Capacity Auction Points, the Surrendered Transmission Capacity for Delivery/Reception is made available by the Operator for procurement by Users through auctions in chronological order of implementation, pursuant to the provisions of Chapter [2$^{B}$]. In the event that such Surrendered Capacity is part of a Bundled Transmission Capacity, it retains its status as Bundled and is made available as such.

2. The Transmission User may not surrender, and the Operator will not accept the surrender of, all or part of the Transmission Capacity for Delivery/Reception, which is booked for periods of one (1) Day, or which has been entered for offer

on the secondary market according to the provisions of Articles [14] and [$20^{A}$] and for the respective period of time.

3. The Transmission User Provider must submit a request in writing to the Operator, on the template 'Application for Surrender of Booked Transmission Capacity for Delivery/Reception', which is published in the Electronic Information System. In the application, the Entry Points or Exit Points should be referred to separately and for each such Point the following should be stated:

   A) The volume of Surrendered Transmission Capacity for Delivery/Reception per Approved Firm Service Application, which may not exceed the amount of the Transmission Capacity which has been booked through the Approved Application in question.

   B) The Approved Firm Service Application through which the above quantity has been booked, and

   C) The start Day and the end Day of disposal of the Surrendered Transmission Capacity for Delivery/Reception

   The Application for the Surrender of Booked Transmission Capacity for Delivery/Reception must be submitted by 8:00 of the Day which precedes the requested Day for starting the disposal of the Surrendered Transmission Capacity.

   The end Day for the disposal of the Surrendered Transmission Capacity for Delivery/Reception is, at the latest, the Day on which the relevant Firm Services Application through which it has been booked expires.

4. The Operator, by 12:00 of the Day which procedes the applicant Day for starting the disposal of the Surrendered Transmission Capacity, will decide and notify the User Provider in writing, whether to accept the application or reject it, if it does not comply with the provisions of paragraph [3] of this article..

5. If the application is accepted, the Operator will update the Electronic Information System. The Surrendered Transmission Capacity for Delivery/Reception is counted as available Transmission Capacity at the Entry Point, Reverse Flow Entry Point, Exit Point, or Reverse Flow Exit Point, respectively, and is made available to all interested parties.

6. In the case of Surrender of Transmission Capacity for Delivery/Reception at an Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit Point by several Transmission Users, the Operator observes an order of priority in accordance with the chronological order of submission of their relevant requests.

7. The User Provider retains all rights and obligations towards the Operator, and in particular financial rights and obligations according to the Transmission Agreement and the NNGS Usage Tariff, with respect to the quantity and for the period of time during which the Surrendered Transmission Capacity for Delivery/Reception has not been booked by another Transmission User pursuant to article [8].

8. The User Provider is not entitled to dispose of all or part of the Surrendered Transmission Capacity for Delivery/Reception on the secondary market, as per article [$20^{A}$], for the period between the start Day and the end Day of disposal as determined in the Application for the Surrender of Booked Transmission Capacity for Delivery/Reception.

9. After the signing of the Approved Firm Service Application between the Operator and the interested User for the booking of all or part of the Surrendered Transmission Capacity for Delivery/Reception, the Operator will reduce, as per article [12], the Booked Transmission Capacity for Delivery/Reception of the User Provider by an amount equivalent to the quantity booked by the interested User, for the period to which the Approved Firm Service Application relates, and informs the User Provider of this in writing.

10. The Operator keeps a record in an electronic and editable format and for a time period of at least five (5) years, in which the following are included:

    A) The quantity of Surrendered Transmission Capacity for Delivery/Reception per Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit Point for the period in which this is surrendered to the Operator according to the procedure outlined in this article.

    B) The quantity of Surrendered Transmission Capacity for Delivery/Reception per Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit Point, which is booked by an interested party and the period for which it is booked.

    C) A list of Transmission Users that made the surrender.

    D) The percentage of the Surrendered Transmission Capacity for Delivery/Reception per Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit point in the Total Booked Transmission Capacity for Delivery/Reception per Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit Point.

## Article 20[AD]
## Conversion of Booked Unbundled Transmission Capacity into Bundled Transmission Capacity

1. Each Transmission User, who, through Approved Applications for Firm Services, has booked Unbundled Transmission Capacity for Delivery/Reception on a Firm Basis at a Transmission Capacity Auction Point, may convert, for a specific period of time, part or all of the aforementioned Transmission Capacity (Converted Transmission Capacity) into an equal amount of Bundled Transmission Capacity for Delivery/Reception respectively, for the same period of time (Conversion of Transmission Capacity), pursuant to Regulation (EU) No 459/2017 if:

    A) He has booked, at the specific Transmission Capacity Auction Point, in accordance with the provisions of Chapter [2[B]], Standard Bundled Capacity Product for Deliver/Reception respectively for a time period longer than one (1) day,

    B) he has submitted an application for the Conversion of Transmission Capacity which has been accepted by the Operator.

2. The following will apply with regard to the Converted Transmission Capacity:

    A) Its size and time period may not exceed the respective size and time period of the Standard Bundled Capacity Product,

B) no request for the Surrender of Booked Transmission Capacity, either in part or in whole, has been submitted to the Operator, in accordance with the provisions of Article [$20^{AC}$],

C) no request for the Transferring of Booked Transmission Capacity, either in part or in whole, has been submitted to the Operator, in accordance with the provisions of Article [14],

D) no procedure for the release of part or all thereof has been initiated, in accordance with the provisions of Article [15].

3. Each Transmission User, who wishes to Convert Transmission Capacity, shall submit to the Operator a relevant application until the start of the corresponding auction of the Standard Bundled Capacity Product.

4. The application shall be submitted duly signed via the Electronic Information System in accordance with the template "Application for the Conversion of Transmission Capacity for Delivery/Reception at a Transmission Capacity Auction Point", which is published in the Electronic Information System. Signature, in the above sense, means digital signature. The application shall include, as a minimum:

   A) The code number of the auction of the Standard Bundled Capacity Product,

   B) the Transmission Capacity Auction Point,

   C) the direction of the flow,

   D) the amount and the time period of the Converted Transmission Capacity,

   E) the codes of the Approved Applications for Services on a Firm Basis via which the Converted Transmission Capacity has been booked; and, per Approved Application, the amount and the time period of the Booked Transmission Capacity which forms part of the Converted Transmission Capacity.

5. The Operator, within three (3) days from the end of the relevant auction, shall check the information of paragraph [4] and, if the requirements of paragraph [1] case A) and of paragraph [2] are met, shall accept the request of the Transmission User.

   In case the application:

   A) Contains incomplete or incorrect information, in accordance with the provisions of paragraphs [2] and [4], or

   B) The application is submitted by a non duly authorised representative of the Transmission User,

   The Operator, within three (3) working days from the end of the related auction, shall invite the Transmission User to re-submit its application within a deadline of one (1) working day from the Operator's notice. The Operator, within one (1) working day from the re-submission of the application, shall check the information of paragraph [4] and, if the requirements of paragraph [1] case A) and of paragraph [2] are met, shall accept the request of the Transmission User.

   The request shall be accepted through the Electronic Information System, in accordance with the template "Acceptance of Application for the Conversion of Transmission Capacity for Delivery/Reception at a Transmission Capacity Auction Point" and shall include, as a minimum, the information provided for in paragraph [4].

6. If the Transmission User does not submit a new application, or if it submits a new application with incomplete or incorrect information, or if the application is submitted by a non duly authorized representative of the Transmission User, the Operator shall reject the application and shall inform the Transmission User via the Electronic Information System. Rejection of the application will be specifically justified by the Operator and be communicated to the RAE.
7. In case the application for the Conversion of Transmission Capacity is accepted:
   A) The Operator shall immediately proceed to convert the Booked Transmission Capacity of the Transmission User for the amount and the time period specified for each Approved Application in the Transmission User's application and shall modify the corresponding related Approved Applications.
   B) The Operator shall update, if needed, the Booked Transmission Capacity Holders Registry and the Electronic Information System.
   C) The Converted Transmission Capacity shall be added to the available Transmission Capacity of the Point and shall be made available for booking by the Operator, pursuant to the provisions of Chapter [$2^{B}$].
8. The Operator keeps a record in an electronic and editable format, for a time period of at least five (5) years, in which the following are included:
   A) The amount of the Converted Transmission Capacity per Transmission Capacity Auction Point, in accordance with the procedure stipulated by this Article.
   B) A list of the Transmission Users who converted Transmission Capacity.

## Article $20^{AE}$

## Offer of Conditional Transmission Capacity for Delivery/Reception

1. Conditional Transmission Capacity for Delivery is defined as the Transmission Capacity for Delivery at an Entry Point offered by the Operator, on a Firm Basis, which is available for booking by the Users. Conditional Transmission Capacity for Reception is defined as the Transmission Capacity for Reception at a Reverse Flow Exit Point offered by the Operator, on a Firm Basis, which is available for booking by the Users. During the NNGTS Daily Operation Planning, the usage of the total or part of the Conditional Transmission Capacity for Delivery, Reception, results from the satisfaction of the Capacity Usage Condition for the said Point.

2. Capacity Usage Condition at an Entry Point , at a Reverse Flow Exit Point, is defined as the sum of the physical and technical terms and conditions, under which the delivery or reception of the Natural Gas total is possible, through the Conditional Transmission Capacity for Delivery or Receptioncorrespondingly.

3. During the NNGTS Operation Planning, the Operator can restrict the use of the Conditional Transmission Capacity for Delivery/Reception down to zero in case the Capacity Usage Condition is not met .

4. The Operator submits for approval to RAE:
i) A list with the Entry Points , and the Reverse Flow Exit Points where the Conditional Transmission Capacity for Delivery, Reception will be offered correspondingly, together with the relevant documentation on the selection of the said Points.
ii) A description of the Capacity Usage Condition for each of the said Entry Points.

5. After the approval of RAE, the Operator announces in the Electronic Information System, the Conditional Transmission Capacity for Delivery, Reception, the relevant Entry Points and the relevant Reverse Flow Exit Points.

6. The Conditional Transmission Capacity for Delivery, Reception is offered on top of any Transmission Capacity for Delivery, Reception at the same Entry Point, Reverse Flow Exit Point correspondingly.The announcement of the Conditional Transmission Capacity for Delivery, Reception is done separately from the announcement on any Transmission Capacity for Delivery, Reception at the same Entry/Exit Point correspondingly and is not part of the latter.

7. The Transmission User can book Conditional Transmission Capacity for Delivery, Reception according to the provisions of Article [8], through the Electronic Information System.

8. In the event that a Transmission User books Conditional Transmission Capacity for Delivery at the Entry Point , through more than one (1) Approved Applications for Firm Services, then for every Day, the Total Booked Conditional Transmission Capacity for Delivery of the Transmission User is defined as the sum of the Booked Conditional Transmission Capacity for Delivery at the said Entry Point, which can be booked through each Approved Application for Firm Services of the User, which comes into effect during the said Day.

9. In the event that a Transmission User books Conditional Transmission Capacity for Reception at the Reverse Flow Exit Point, through more than one (1) Approved Applications for Firm Services, then for every Day, the Total Booked Conditional Transmission Capacity for Reception of the Transmission User is defined as the sum of the Booked Conditional Transmission Capacity for Reception at the said Exit Point, which can be booked through each Approved Application for Firm Services of the User, which comes into effect during the said Day.

10. The provisions of Article [10] par [4], and Articles [11], [12], [13], [14], [$14^{A}$], [15], [16], [17], [20], [$20^{AB}$], [$20^{AC}$] and [$20^{AD}$] of the Code apply to the Conditional Transmission Capacity for Delivery, Reception where, in this case in the said provisions, Transmission Capacity for Delivery, Reception is considered as the Conditional Transmission Capacity for Delivery, Reception accordingly.

# CHAPTER 2[A]

# PROVISION OF NATURAL GAS TRANSMISSION SERVICES ON INTERRUPTIBLE BASIS

## Article 20[B]

## Natural Gas Transmission Services on Interruptible Basis

1. The Operator provides to Transmission Users, under the specific terms and conditions of the Network Code, the following Natural Gas Transmission Services on an Interruptible Basis (Interruptible Transmission Services), as defined in paragraph 1 of Article 2 of Regulation (EC) No 715/2009, in the most economical, transparent and direct way, without discriminating between Users as follows:

   A) Reception of a Natural Gas Quantity by the Operator at one or more Entry Points on Interruptible Basis, execution of the necessary measurements through the measuring devices at these Entry Points, and transmission of the Natural Gas Quantity through the NNGTS.

   or

   B) Transmission of a Natural Gas Quantity through the NNGTS, delivery of the Natural Gas Quantity by the Operator at one or more Exit Points/Reverse Flow Exit Points on Interruptible Basis and execution of the necessary measurements through the measuring devices at these Exit Points/Reverse Flow Exit Points.

2. Interruptible Transmission Services are only provided by the Operator at Entry Points/Reverse Flow Exit Points at which the total Transmission Capacity for Delivery/Reception of the Point has already been booked.

   In the case of an Entry Point - excluding the LNG Point - at which no Transmission Services for Reverse Flow are offered, the Operator provides Interruptible Transmission Services relating to the virtual delivery of a Quantity of Natural Gas by Users at that Point (Virtual Reverse Flow).

3. In order to provide Interruptible Transmission Services, both the submission of an Application (Application for Interruptible Services) by the User for the booking of Interruptible Transmission Capacity and its approval by the Operator (Approved Application for Interruptible Services), as specified in the Transmission Agreement and in the relevant provisions of the Network Code, are required. An Approved Application for Interruptible Services is withdrawn only for a serious reason and only upon agreement of the Operator.

## Article 20[C]

## Application for the Provision of Transmission Services on Interruptible Basis

1. Transmission Users have the right to submit an Application for Interruptible Services.

2. The booking of Transmission Capacity for Delivery/Reception on an Interruptible Basis at a Transmission Capacity Auction Point will be made exclusively through Standard Capacity Product auctions as specified in Regulation (EU) No 459/2017 and in Chapter [2[B]] of the Network Code. For the booking of Interruptible Transmission Capacity at an Auction Point, which relates exclusively to the Quantity of Interruptible Transmission Capacity for Delivery/Reception and throughout its duration, which is requested through the auction, the procedure for submission of Applications for Provision of Transmission Services on an Interruptible Basis, as laid down in this article, does not apply.

3. For Users entitled to participate in Standard Interruptible Transmission Capacity Product auctions in accordance with Chapter [2[B]], the result of the auction for each Standard Interruptible Transmission Capacity Product will be considered as an Approved Application for Interruptible Services and will produce all its legal effects under the Network Code.

4. The Application for Interruptible Services relates to services with duration of one (1) Day.

5. The Application for Interruptible Services specifies at least the following:

   A) The Entry Points at which the Transmission User is entitled, if its Application is approved, to deliver to the Operator Natural Gas to be injected into the Transmission System on an Interruptible Basis, and for each Entry Point to which the Application for Interruptible Transmission Services relates, the Transmission Capacity for Delivery which it requests to book.

   or

   B) The Reverse Flow Entry/Exit Points at which the Transmission User is entitled, if its Application is approved, to receive Natural Gas from the Transmission System on an Interruptible Basis, and for each Point to which the Application for Interruptible Services relates the Transmission Capacity for Delivery on an Interruptible Basis which it requests to book.

## Article 20[D]

## Offer of Interruptible Natural Gas Transmission Services

1. The Operator will announce, via the Electronic Information System, with respect to the following Day, and no later than the start of the rolling daily auction for Daily Standard Interruptible Capacity for Delivery/Reception Product, the following:

   - the Interruptible Transmission Capacity for Delivery at each Entry Point and the probability of its allocation,

- - the Interruptible Transmission Capacity for Delivery at each Entry Point, other that the LNG Entry Point, and the probability of its allocation,

At Transmission Capacity Auction Points, notification is made in accordance with the provisions of Chapter $2^{B}$.

The Operator's announcement includes the date and time of the announcement.

2. The Operator determines the quantities of Interruptible Transmission Capacity for Delivery/Reception of the previous paragraph, and the respective probability of its allocation, as follows:

A) The Interruptible Transmission Capacity for Delivery of an Entry Point $\Delta I_{\Pi\Delta}$ is defined as:

$$\Delta I_{\Pi\Delta} = MI_{\Pi\Delta} - \sum Q_{\Pi\Delta}$$

where:

$MI_{\Pi\Delta}$ : the Transmission Capacity for Delivery of the Entry Point and

$\sum Q_{\Pi\Delta}$ : the sum of the Confirmed Quantities of Delivery at the Entry Point

The quantity $\Delta I_{\Pi\Delta}$ and the possibility of its disposal are estimated through the statistical processing of the corresponding historical data, in accordance with a calculation methodology announced by the Operator.

B) Interruptible Transmission Capacity for Delivery at Entry Point and possibility of its disposal,

i) If Transmission Services for Reverse Flow are provided at the Entry Point, the Interruptible Transmission Capacity for Delivery of an Entry Point $\Delta I_{\Pi\Lambda,ANT}$ is defined as:

$$\Delta I_{\Pi\Lambda,ANT} = (\sum Q_{\Pi\Delta} - \sum Q_{\Pi\Lambda,ANT}) + MI_{\Pi\Lambda,ANT}$$

ii) If Transmission Services for Reverse Flow are not provided at the Entry Point, the Interruptible Transmission Capacity for Delivery of an Entry Point $\Delta I_{\Pi\Lambda,ANT}$ is:

$$\Delta I_{\Pi\Lambda,ANT} = \sum Q_{\Pi\Delta}$$

where:

$\sum Q_{\Pi\Delta}$ : the sum of the Confirmed Quantities of Delivery at the Entry Point

$\sum Q_{\Pi\Lambda,ANT}$ : the sum of the Confirmed Quantities of Delivery at the Entry Point (as Reverse Flow Exit Point)

$MI_{\Pi\Lambda,ANT}$ : the Transmission Capacity for Reception of the Entry Point (as Reverse Flow Exit Point)

The quantity $\Delta I_{\Pi\Lambda,ANT}$ and the possibility of its disposal are estimated through the statistical processing of the corresponding historical data, in accordance with a calculation methodology announced by the Operator.

# Article 20[E]

## Booking of Interruptible Transmission Capacity for Delivery/Reception

1. With the Approved Application for Interruptible Services, the Transmission User books Interruptible Transmission Capacity for Delivery/Reception at Reverse Flow Entry/Exit Points in the Transmission System.

2. Each interested Transmission User submits to the Operator, subject to the provisions of article [109], a duly signed Interruptible Services Application, through the Electronic Information System, pursuant to the terms of the Standard Transmission Agreement. Signature, in the above sense, means digital signature. The deadline for submission is thirty (30) minutes after the announcement of the Interruptible Transmission Capacity for Delivery/Reception by the Operator.

3. During evaluation of the Applications for Interruptible Services, the Operator complies with their submission priority order.

4. The Operator decides on the Application for Interruptible Services within thirty (30) minutes from the deadline for its submission. If the Operator considers that the Application is complete and there is no reason to reject it in according to the provisions of paragraph 7, it sends the signed Interruptible Services Application (Approved Interruptible Services Application) to the applicant, via the Electronic Information System, within sixty (60) minutes from the deadline for submission of the Application. The provision of Interruptible Transmission Services by the Operator for the purposes of any Approved Application for Interruptible Services is made in accordance with the terms of the Transmission Agreement and the relevant provisions of the Network Code.

5. Each Approved Application for Interruptible Services receives a unique number (code), is duly signed by the applicant User and the Operator and is attached to the Transmission Agreement that has been concluded between the User and the Operator.

6. If a Transmission User books Transmission Capacity on an Interruptible Basis at the same Point, through more than one (1) Approved Applications for Interruptible Services, the following are defined:

   - Total Booked Interruptible Transmission Capacity for Delivery of a Transmission User as the sum of the Booked Interruptible Transmission Capacity for Delivery of the Transmission User at an Entry Point, which has been made available by means of each Application for Interruptible Services of the User and applies on this Day.

   - Total Booked Interruptible Transmission Capacity for Reception of a Transmission User as the sum of the Booked Interruptible Transmission Capacity for Reception of the Transmission User at that Reverse Flow Entry/Exit Point, which has been made available by means of each Approved Application for Interruptible Services of the Application and applies on this Day.

7. The rejection of an Application for Interruptible Services is permitted if:

A) The execution of the Agreement in respect of the submitted Application prevents the Operator from fulfilling the obligations assigned to it in relation to the provision of public utility services.

B) There are grounds, and the procedure as per the provisions of article [68], paragraph [2], case a), subparagraph [5] of the Law has been complied with.

C) The requested Interruptible Transmission Capacity for Delivery or Reception exceeds the available Interruptible Transmission Capacity for Delivery or Reception at that Point.

D) The User has not provided the guarantees required, in accordance with the provisions of Chapter $3^{A}$.

E) The application is submitted by a non duly authorised representative of the Transmission User

F) The deadlines laid down in the provisions of this Article are breached.

# CHAPTER 2[B]

# OFFER OF TRANSMISSION CAPACITY AT TRANSMISSION CAPACITY AUCTION POINTS

## Article 20[I]

## Offer of Transmission Capacity at Transmission Capacity Auction Points

1. The offer of Transmission Capacity for Delivery/Reception on a Firm or Interruptible Basis at Transmission Capacity Auction Points will be made pursuant to the provisions of Regulation (EU) No 459/2017, exclusively through auctions conducted using the electronic platform for booking Transmission Capacity in respect of Standard Capacity Products for Delivery/Reception on a Firm or Interruptible Basis. Standard Capacity Products on a Firm Basis are offered as Bundled Transmission Capacity, except in the cases laid down in the provisions of Regulation (EU) No 459/2017.

2. The charge for the use of Transmission Capacity that has been booked through auctions at the time of commencement of provision of the respective services is calculated pursuant to the provisions of the NNGS Tariff Regulation.

3. Transmission Users have the right to participate in the auctions. Compliance with the relevant provisions of the Network Code and in particular with Articles 21G and 21I, fulfillment of the conditions for participation in the electronic Transmission Capacity booking platform and observance of the operating rules of the electronic platform operator are a condition for participating in the auctions.

4. In addition to the requirements for the disclosure of information which are laid down in Regulation (EU) No 459/2017, the Operator will notify the Electronic Information System of:

   A) The Transmission Capacity Auction Points:

   B) The electronic Transmission Capacity booking platform which has been selected by the Operator and any detail necessary for the access of interested parties to the terms, conditions, procedures and operating rules which are specified by the operator of the electronic platform for participation in the auctions.

   C) An Auction Manual which is prepared by the Operator, is purely informative in nature and contains any information or detail that is deemed appropriate for facilitating the participation of Users in auctions.

5. Any further detail on the implementation of this article is regulated by decision of the Operator, following RAE approval, and in accordance with the provisions of Article 69(5) of the Law.

## Article 20[JA]

## Competing Transmission Capacities at Entry Points

1. Two or more Entry Points are defined as Competing Capacity Points (CCPs) if Competing Transmission Capacities are offered by the Operator for booking, according to the provisions of the Code and the Transmission Agreement.

2. The Operator offers, exceptionally, Competing Transmission Capacities exclusively at Entry Points, following the relevant approval of RAE, and until the materialization of the invested projects that will allow the removal of the technical restrictions of NNGTS and the unconditional firm capacity offer at the said Entry Points.

3. Delivery Restriction of the CCPs, is defined as the maximum Natural Gas Quantity that can be delivered simultaneously to all CCPs during a Day,

4. Reception Restriction of the CCP, is defined as the maximum Natural Gas Quantity that can be received simultaneously to all CCPs during a Day,

5. The offer and the booking of the Competing Transmission Capacities in the CCPs will be done via auctions performed on an electronic Capacity Booking Platform in accordance with the provisions of Chapter [2B] and specifically in the operational rules of the said Platform.

6. The Operator submits for approval to RAE:

i) A list with the Competing Capacity Points (CCPs), with the relevant documentation on the selection of the said Points and the documentation proving the consest of the adjacent TSO on the Competing Capacity Precedure, in case the relevant Interconnection Points are connecting Transmission Systems withinthe same member state or betwenn member states of the EU.

ii) A list with any non-standardized Delivery/Reception Transmission Capacity Products, that are going to be offered through the Competing Transmission Capacity procedure at the CCPs, and

iii) Proposal for any necessary arrangements for the implementation of the procedure.

7. After RAE's approval on the Operator’s proposal, the Operator in accordance with paragraph [6], announces at the Electronic Information System, the Competing Capacity Points and the Delivery and Reception Restrictions.

# CHAPTER 2[C]

# PROVISION OF ACCESS SERVICE TO THE VIRTUAL TRADING POINT

## Article 20[J]
## Access Service to the Virtual Trading Point

1. The Operator is responsible for providing to the Transmission Users, in the most cost effective, transparent and direct way, without discriminations amongst Users, the Service of Access to the Virtual Trading Point (Access to the VTP). Access to the VTP, under the specific terms and conditions of the Transmission Agreement and of the Network Code, refers to the opportunity of submitting notifications to the Operator regarding the Natural Gas Quantity that was the subject of the transaction between Transmission Users at the VTP and the allocation of said Quantity to the Users.
2. For the provision of Access to the VTP, an Application (Application for Access to the VTP) must be submitted by the User and approved by the Operator (Approved Application for Access to the VTP), in accordance with the specific provisions contained in the Transmission Agreement and the Code.

## Article 20[K]
## Application for Access to the Virtual Trading Point

1. Only Transmission Users have the right to submit an Application for Access to the VTP.
2. The Application for Access to the VTP shall determine the desired date of commencement of provision of Access to the VTP. If the Application is approved by the Operator, it shall be valid for an indefinite period of time. The Transmission User shall be entitled to request that the Operator interrupts the Access to the VTP at any time, on the condition that the Operator has been notified in writing two (2) working days before the desired date. A new Application for Access to the VTP must be submitted before Access to the VTP can be granted anew.
3. Subject to the provisions of Article [109], duly signed Applications for Access to the VTP shall be submitted to the Operator via the Electronic Information System by the Transmission User, in accordance with the template attached to the Standard Transmission Agreement. Signature, in the above sense, means digital signature.
4. The Application for Access to the VTP shall be submitted by the Transmission User to the Operator at the latest until 10:00 am of the Day before the desired Date of commencement of the provision of Access to the VTP as stated in the Application for Access to the VTP.
5. During evaluation of applications, the Operator will use the submission timestamp to determine priority.
6. If the Application for Access to the VTP is complete and there are no grounds for rejecting it under the provisions of paragraph [7], the Operator shall approve it and send to the applicant, through the Electronic Information System, the Approved

Application for Access to the VTP in accordance with the standard form attached to the Standard Transmission Agreement, no later than 13:00 on the day before provision of Access to the VTP commences. Signature, in the above sense, means digital signature.

7. The Application for Access to the VTP shall be rejected by the Operator if:
   A) The User has not provided the guarantees required, in accordance with the provisions of Chapter [3A].
   B) The Application is submitted by a non duly authorised representative of the Transmission User.
8. Rejection of the application will be specifically justified by the Operator and be communicated to RAE.

## Article 20$^{L}$

## Trade Notifications at the Virtual Trading Point

1. Trade notifications may be submitted by:
   A) Transmission Users with a valid Approved Application for Access to the VTP.
   B) The Operator, on behalf of a Transmission User, in the framework of Gas balancing, pursuant to the provisions of Article [44$^{B}$] of Chapter [8].
2. The notification to the Operator of the Natural Gas Quantity that was the subject of a transaction at the VTP between Transmission Users or between Transmission Users and the Operator for gas balancing and offsetting of Operational Gas shall be effected pursuant to the provisions of Chapter [4$^{A}$]. The Natural Gas Quantities that are related to the Booked Coupled Transmission Capacity for Delivery, Reception cannot be traded at the VTP.
3. Quantities of Natural Gas that were the subject of a transaction at the VTP between Transmission Users or between Transmission Users and the Operator for gas balancing and offsetting of Operational Gas, if they are notified to the Operator and confirmed by the latter pursuant to the provisions of Chapter [4$^{A}$], shall be allocated to the Transmission Users and shall be taken into account in the calculation of the Daily Gas Imbalance of said Users in according to Chapter [8] and in accordance with the following:
   A) The Natural Gas Quantity which, on a Day (d), is disposed by a Transmission User to another Transmission User or to the Operator for Gas balancing and offsetting of Operation Gas shall be allocated to said Transmission User as Daily Reception for that Day (d), pursuant to the specific provisions of Chapter [7].
   B) The Natural Gas Quantity which on one Day (d) is acquired by a Transmission User from another Transmission User or from the Operator for Gas balancing shall be allocated to said Transmission User as Daily Delivery for that Day (d), pursuant to the specific provisions of Chapter [7].

# CHAPTER 2[D]

## Article 20[M]

## Transmission Service in Coupled Points

1. The Operator can provide to the Transmission Users, as per the specific terms and conditions of the Network Code, the following Transmission Service on a Firm Basis for a Pair of Coupled Points (Transmission Service in Coupled Points), in the most cost-effective, transparent and direct way, without discrimination between the Users:

Reception of a Natural Gas Quantity by the Operator at the Entry Point of the Pair of the Coupled Points, execution of the necessary measurements through the measuring devices at the Entry Point, transmission of the Natural Gas Quantity through the NNGTS, mandatory delivery of equal Natural Gas Quantity at the Exit Point of the same Pair of Coupled Points and execution of the necessary measurements through the measuring devices at the Exit Point.

The above Transmission Service in Coupled Points is offered exclusively for the transmission of Natural Gas from an Entry Point of the NNGTS, to an Exit Point in which a Natural Gas Transmission System is connected downstream (transit flow) or to a Natural Gas Storage facility.

The availability of the Transmission Service in Coupled Points, does not affect the amount of any available Firm Transmission Capacity at each of the member of the Pair of Coupled Points.

This Transmission Service is offered in order to maximize the flow through the Pair of Coupled Points.

2. The Operator submits for approval to RAE:

i) A list with the Pairs of Coupled Points, with the relevant documentation on the selection of the said Points.

ii) A proposal for any necessary arrangements for the provision of the Service.

3. After the approval of RAE, the Operator announces in the Electronic Information System, the Pairs of Coupled Points and, for each Pair of Coupled Points, the Coupled Transmission Capacity for Delivery at the Entry Point and the equivalent Conditional Transmission Capacity for Reception at the Exit Point.

4. The Coupled Transmission Capacity for Delivery, Reception is offered on top of any Transmission Capacity for Delivery, Reception at the same Entry Point, Exit Point correspondingly.The announcement for the Coupled Transmission Capacity for Delivery, Reception is done separately from any announcement on the Transmission Capacity for Delivery, Reception at the same Entry, Exit Point and is not part of the latter.

5. For the provision of the Transmission Service in Coupled Points, the Transmission User is obliged to book CoupledTransmission Capacity for Delivery and CoupledTransmission Capacity for Reception separately. With the Approved Application for Firm Services, the Transmission User is booking CoupledTransmission Capacity for Delivery, Reception in a Pair of Coupled

Points according to the procedure set out in Article [8], through the Elecronic Information System.

6. In the event that a Transmission User books CoupledTransmission Capacity for Delivery at the Entry Point of a Pair of Coupled Points and CoupledTransmission Capacity for Reception at the Exit Point of the Pair of Coupled Points, through more than one (1) Approved Applications for Firm Services, then for every Day, the Total Booked CoupledTransmission Capacity for Delivery and the Total Booked CoupledTransmission Capacity for Reception of the Transmission User is defined as the sum of the Booked CoupledTransmission Capacity for Delivery and CoupledTransmission Capacity for Reception, at the said Entry and Exit Points respectively, which is booked through each Approved Application for Firm Services of the User, which comes into effect during the said Day.

7. For the provision of the Transmission Service in Coupled Points, the Transmission User submits Daily Nominations in accordance with the provisions of Chapter [4].

8. The provisions of Articles [10] par [4], and Articles [11], [12], [13], [14], [14A], [15], [16], [17], [20], [20AB], [20AC] and [20AD] of the Code apply to the CoupledTransmission Capacity for Delivery, Reception.For the purpose of current Article [20M] where, in these provisions, Transmission Capacity for Delivery, Reception is considered the CoupledTransmission Capacity for Delivery, Reception is deemed respectively.

# CHAPTER 3

# INTERCONNECTIONS

## Article 21
## Interconnection Agreements

1. The Operator, in order to enhance the interoperability of the Connected Systems, the exchange of information and mutual cooperation, is entitled to enter into agreements with operators of Connected Natural Gas Systems or Users (Interconnection Agreements), which determine the following:

   A) The Entry Points at which natural gas is to be injected from and/or to the upstream Connected System or the corresponding Exit Points from which natural gas is taken from the NNGTS.

   B) Any special provisions that govern such Entry or Exit Point.

   C) The information process and the data to be exchanged between the Operator and the counter-operator of the Interconnection Agreement, in respect of Natural Gas Quantities and NG quality specifications stated by each User as transmittable through the Connected System in order to be injected to or to be received from the NNGTS.

   D) The procedure for allocating Quantities to any such Entry or Exit Point, in accordance with the Operating Balancing Agreement (OBA) or any other agreement on the joint allocation of Quantities. The Operating Balancing Agreement or any other agreement on the joint allocation of Quantities is concluded between the Operator and the operator of a Natural Gas Connected System and is an integral part of the Interconnection Agreement entered into between them.

2. The Operator identifies the information contained in the Interconnection Agreements, which affect Users directly, and informs them on them.

3. Before the conclusion or amendment of an Interconnection Agreement which contains the rules referred to in Article 3(c), (d) and (e) of Regulation (EU) 2015/703, the Operator invites Users to submit observations on the proposed text of these rules at least two months prior to the conclusion or amendment to the agreement. In concluding or amending the Interconnection Agreement, the Operator takes the Users' observations into account.

4. Interconnection Agreements and any amendment thereto are notified to RAE within 10 days from their conclusion or amendment.

5. The Operator proceeds to all actions necessary for entering into an Interconnection Agreement in respect of any existing or new Entry or Exit Point. The Operator has the right to decline to conclude an Interconnection Agreement if it deems that entering into such an Agreement may adversely affect the Users.The Operator shall inform RAE of the reasons for its decision.

6. Transmission Users deliver, receive Natural Gas at an Entry Point and Exit Points, taking into consideration the terms of any Interconnection Agreement which refers to the relevant Points. However, the absence of an Interconnection Agreement does not exclude Transmission Users from delivering or receiving Natural Gas to and from the relevant Points. The Operator is responsible for informing Users about the conclusion of Interconnection Agreements, providing them with all information necessary with regard to the Natural Gas delivery and reception terms of such Agreements.

7. The Interconnection Agreement does not release the Transmission or LNG Users or the Operator from their obligations under the Network Code and the relevant Transmission Agreements and LNG Agreements.

8. Within two (2) months from the end of each Year, the Operator will submit a report to RAE on the implementation of each Interconnection Agreement that it has entered into, pursuant to the provisions of this article. The report will include details, in particular regarding the operation of the allocation rules included in the Agreement, characteristic movements in the operational balancing account, and cases of reception of Off-Specification gas.

# CHAPTER 3[A]
# GUARANTEE

## Article 21[A]
## Obligation for provision of guarantee

1. For the purposes of this Chapter:

   A) Any reference to a User, unless otherwise specified in individual provisions of this Chapter, shall be understood as referernce to a Transmission User and/or an LNG User, as applicable.

   B) Any reference to a Framework Agreement, unless otherwise specified in individual provisions of this Chapter, shall be considered as reference to the Transmission Agreement and to the LNG Agreement, as applicable, which the User has entered into with the Operator.

   C) Any reference to a Standard Framework Agreement, unless otherwise specified in individual provisions of this Chapter, shall be considered as reference to the Standard Transmission Agreement and to the Standard LNG Agreement, as applicable, which are issued, as specified in point a) of paragraph 2 of Article 68 of the Law.

   D) Any reference to capacity, unless otherwise specified in the individual provisions of this Chapter, will be considered to refer to Transmission Capacity for Delivery/Reception and/or to Interruptible Transmission Capacity for Delivery/Reception and/or to LNG Gasification Capacity, as applicable.

   E) Any reference to auctions, unless otherwise specified in individual provisions of this Chapter, shall be considered as reference to the capacity allocation auctions which are conducted in accordance with the provisions of Regulation (EU) No 459/2017.

2. Any User that enters into a Framework Agreement with the Operator is obliged to provide a guarantee for the fulfillment of its obligations to the Operator, including the obligation to pay any charges resulting from its execution and operation, in accordance with its specific terms and the relevant provisions of the Network Code.

3. The guarantee may take the forms specified in accordance with the provisions of Article 21[B.]

4. Throughout the term of the Framework Agreement, the guarantee that the User is obliged to provide, must cover all its obligations to the Operator as specified in the Framework Agreement and in the provisions of this Chapter, taking into account that:

A) The amount and sufficiency of the guarantee shall be calculated by the Operator in accordance with the provisions of Articles $21^{D}$ and $21^{E}$ and with the Framework Agreement.

B) The procedure of Article [$21^{EA}$] shall be followed for the approval of an Application for Access to a VTP.

C) For the approval of a new capacity booking Application and for the participation of the User in capacity booking auctions, the procedure of Articles $21^{F}$ and $21^{G}$is followed, respectively.

5. The guarantee that the User provides in order to meet its obligations under the Framework Agreement is bound by the Operator upon signature of each Approved Application for capacity booking, except in the case of capacity booking auctions, where it shall be bound by the confirmation of the Financial Limit for Participation. In the case of a Transmission User whose activity pertains exclusively to the provision of Access to the VTP, the guarantee shall pertain exclusively to covering charges imposed to the User and arising from the gas balancing procedure. In any case, the guarantee cannot be undertaken for as long as there are overdue debts of the User to the Operator.

6. Capacity booking and participation in capacity booking auctions are not permitted to a User that has not provided sufficient guarantee to meet the corresponding request in accordance with the provisions of paragraph 4. Any relevant User Request is rejected by the Operator.

7. In the event that a User fails to furnish or does not furnish on time sufficient guarantee pursuant to the provisions of this Chapter and the terms of the Framework Agreement, the Operator ceases to provide all services agreed under the Framework Agreement, without being obliged to pay any indemnity on these grounds, and is entitled to terminate the Framework Agreement on serious grounds, in accordance with its specific terms.

## Article $21^{B}$
## Forms of guarantee

1. In order to meet the obligation to cover the User Minimum Guarantee Limit, the User may choose one of the following forms of guarantee or any combination thereof:

A) Bank Letter of Guarantee (Letter of Guarantee)

B) Deposit or transfer of cash to a bank account (Cash Collateral) owned by the Operator exclusively for this purpose.

2. The procedure for the provision of guarantee by the User to the Operator, the minimum requirements regarding the reliability of the provider of the above guarantee on behalf of the User, the procedure for checking the validity by the Operator, the content of the relevant template documents, the procedure for the

return of part or all of the guarantee by the Operator to the User and any relevant detail are specified in the Standard Framework Agreement.

## Article 21[C]
## Reference Period

1. The Reference Period is defined as the time period, expressed in Days, during which the part of the guarantee which is calculated according to the services provided by the Operator to a User by virtue of an Approved Application for capacity booking and/or an Approved Application for access to a VTP shall be taken into account in the calculation of the User Minimum Guarantee Limit in accordance with the provisions of Article [21[D]].

2. The Reference Period starts:

   A) On Day (d) of signature of the Approved Application, if the Application is signed by 15:00 on Day (d), or

   B) On the Day following Day (d) of signature of the Approved Application, if the Application is signed after 15:00 on Day (d),

   and lasts until the third working day from the Day of full payment of all the User's debts under the concluded Framework Agreement which relate to the Month in which the provision of services to the User for the purposes of the Approved Application ends in whatever manner, as well as of any unpaid debt of any month preceding the Month in question, whether overdue or not.

3. For the purpose of implementation of paragraph 2, in the case of capacity booking at Transmission Capacity Auction Points, the Day and time of signature of the User’s Approved Application is considered as the Day and time of announcement of the results of the auction through which the corresponding capacity has been allocated to the User.

## Article 21[D]
## User Minimum Guarantee Limit

1. The User Minimum Guarantee Limit is understood as the minimum amount of guarantee which any User that has entered into a Framework Agreement with the Operator is required to provide in order to meet its obligations to the Operator. The User Minimum Guarantee Limit is calculated under the specific terms of this Article as a function of:

   A) The total capacity that the User has booked by means of one or more Approved Applications,

   B) the amount of User charges resulting from the gas balancing process, and

   C) the amount which the User makes available in order to participate in capacity booking auctions.

2. The Operator calculates the User Minimum Guarantee Limit for each User that has entered into a Framework Agreement on each Day (d) on which this Agreement is in force. In the event that the Operator has entered into a Transmission Agreement and an LNG Agreement with this User, a User Minimum Guarantee Limit for the Transmission Agreement and a User Minimum Guarantee Limit for the LNG Agreement are calculated separately for that User. The Minimum User Guarantee Limit (G) of User (i) on Day (d), (Gi, d), in euros is calculated as follows:

$$G_{i,d} = \Sigma Gcap_{i,d} + Gbal_{i,d} + Gauc_{i,d}$$

where:

$Gcap_{i,d}$ (in euros): The part of the guarantee which is calculated according to the capacity which is booked by means of the User's Approved Application for capacity booking,

$\Sigma Gcap_{i,d}$ (in euros): The sum of the Gcapi, d factor for all the User's Approved Applications for capacity booking,

$Gbal_{i,d}$ (in euros): The part of the guarantee that covers charges of the User arising from the Gas balancing process, as calculated for Day (d),

$Gauc_{i,d}$ (in euros): The part of the guarantee which the User makes available in order to participate in capacity booking auctions on Day (d).

3. The Gcap factor for each Approved Application for capacity booking is included in the calculation of the User Minimum Guarantee Limit on each Day (d) which falls within the Reference Period of the Approved Application for capacity booking.

4. Without prejudice to paragraph 6 the Gbal factor:

   A) receives a positive or zero value for every Day (d) on which the User is provided with services under one or more Approved Applications for capacity booking and/or Approved Application for access to the VTP and for every Day (d) that the Reference Period for Approved Applications under which services have already been provided has not yet lapsed.

   B) Receives a zero value on each Day (d) which:

      (i) Does not fall within the Reference Period for any Approved Application for capacity booking and/or Approved Application for access to a VTP, or

      (ii) Falls within the Reference Time of one or more Approved Applications for capacity booking and/or an Approved Application for access to the VTP, but the provision of services as part of any of these Applications has not commenced.

5. Without prejudice to paragraph 6, the Gauc factor is calculated and included in the calculation of the User Minimum Guarantee Limit in accordance with the methodology set out in the provisions of Article $21^{G.}$

6. In the case of an LNG Agreement, the $Gbal_{i,d}$ and $Gauc_{i,d}$ factors in the calculation of the User Minimum Guarantee Limit are set to zero (0) for each Day (d) during the term of the Agreement.

7. The methodology for calculating the amount of the guarantee for the booking of Transmission Capacity for Delivery/Reception and/or Interruptible Transmission Capacity for Delivery/Reception and for covering User charges arising from the Gas balancing process as well as the procedure for adjusting the amount of guarantee in case of modification, pursuant to the provisions of the Network Code, of the booked Transmission Capacity are set out in the Standard Transmission Agreement. The methodology for calculating the amount of guarantee for the booking of LNG Gasification Capacity as well as the procedure for adjusting the amount of the guarantee in case of modification, pursuant to the provisions of the Network Code, of the booked LNG Gasification Capacity are set out in the Standard LNG Agreement.

## Article $21^{E}$
## User Net Position

1. By 14:00 hrs on each Day (d) the Operator will, via the Electronic Information System, notify each User with which it has entered into a Framework Agreement valid on that Day, and for information purposes only, of the following:

   A) The User Temporary Minimum Guarantee Limit on that Day.

   B) The User Temporary Net Position on that Day.

2. The User Temporary Net Position of the User (i) on Day (d), ($TempNP_{i,d}$) in euros is calculated by the Operator as follows:

   $TempNP_{i,d} = TempGUA_{i,d} - TempG_{i,d}$

   where:

   $TempGUA_{i,d}$ (in euros): The Guarantee provided by the User (i) to the Operator in relation to the specific Framework Agreement, and which is taken into account in calculating the User Temporary Net Position on Day (d) according to paragraph [3], less the part of the guarantee that has been forfeited or collected by the Operator by 13:00 hrs on Day (d) or with regard to which a procedure for reimbursement to the User (i) has been initiated, as specified in paragraph [7].

   $TempG_{i,d}$ (in euros): The User Temporary Minimum Guarantee Limit of the User (i) on Day (d) The User Temporary Minimum Guarantee Limit is calculated according to the mathematical formula in paragraph [2] of article [$21^{D}$], in which the $\Sigma Gcap_{i,d}$ term includes all Approved Applicationsfor capacity booking , the

Reference Period of which falls within Day (d) and which have been concluded with the User by 13:00 on Day (d).

In the event that the Operator has entered into a Transmission Agreement and an LNG Agreement with this User, a User Temporary Net Position for the Transmission Agreement and a User Temporary Net Position for the LNG Agreement are calculated separately for that User. The User Temporary Net Position may be positive, negative or receive a zero value.

3. For the calculation of the User Temporary Net Position on Day (d) any amount provided by the User to the Operator as guarantee is taken into account, depending on the form in which it is provided, as follows:

   A) Cash deposited or transferred to the Operator's bank account by 13:00 on Day (d).

   B) Bank Letter of Guarantee submitted to the Operator no later than Day (d-5).

4. In the event that the User Temporary Net Position on Day (d) is negative, the User is obliged to provide the Operator, by 15:00 of Day (d), with an additional guarantee in the form of cash deposited or transferred by the User to the bank account of the Operator, in such a manner that the User Net Position for Day (d), calculated in accordance with paragraph [5], is at least reduced to zero.

5. By 15:30 hrs on each Day (d) the Operator notifies, through the Electronic Information System, each User with which it has entered into a Framework Agreement valid on that Day, of the final values of the User Net Position and of the User Minimum Guarantee Limit of Day (d). These values are valid from 15:00 on Day (d) to 15:00 on Day (d + 1) The User Net Position of the User (i) (on Day (d), (NPi,d), in euros, is calculated by the Operator as follows:

   NPi,d = TGUAi,d - Gi,d

   where:

   TGUAi,d (in euros): The Total Guarantee which the User (i) has submitted to the Operator in relation to the specific Framework Agreement and which is calculated as the sum of the Guarantee that has been taken into account in calculating the User Temporary Net Position on Day (d) and any additional guarantee provided by the User in the form of cash deposited or transferred by the User to the Operator's bank account from 13:00 to 15:00 on Day (d), less the part of the guarantee that has been forfeited or collected by the Operator by 15:00 on Day (d) or with regard to which a procedure for reimbursement to the User (i) has been initiated in accordance with paragraph 7.

   Gi,d (in euros): The User Minimum Guarantee Limit of the User (i) for Day (d), calculated in accordance with the provisions of Article $21^{D}$.

In the event that the Operator has entered into a Transmission Agreement and an LNG Agreement with a User, a User Net Position for the Transmission Agreement and a User Net Position for the LNG Agreement are calculated separately for that User.

6. If the User's Net Position on Day (d) and Day (y), which is determined to be the following working day after Day (d), is negative, the Operator shall cease, as of Day (y+1), to provide the services agreed on by means of the Agreement and by means of any Approved Application for capacity booking and/or Approved Application for access to a VTP that is valid on Day (y+1), without any obligation to pay any indemnity on these grounds. Moreover, this constitutes a significant ground for the termination of the Framework Agreement by the Operator, in accordance with its specific terms.

7. If the User Net Position on Day (d) is positive and if by this Day there are no overdue debts of the User to the Operator, the User is entitled to request from the Operator the reimbursement of part of the guarantee that it has provided, in accordance with the procedure set out in the Standard Framework Agreement. The requested part of the guarantee to be reimbursed must be less or equal to the User Net Position on Day (d).

## Article 21[EA]
## Provision of guarantee for access to the VTP

1. In the event that a User submits to the Operator an Application for Access to the VTP and in order for the Application to be approved by the Operator in accordance with the provisions of the Network Code, the User is obliged to ensure that when signing the Application for Access to the VTP:

   A) If the approval of the Application takes place on Day (d) and before the publication of the User's Net Position for the said Day, the User's Net Position on the previous Day (d-1) is higher than or equal to zero (0), or

   B) If the approval of the Application takes place on Day (d) and after the publication of the User's Net Position for the said Day, the User's Net Position on Day (d) is higher than or equal to zero (0).

2. Otherwise, the application is rejected.

## Article 21[F]
## Provision of guarantee for capacity booking excluding Transmission Capacity Auction Points

1. In the event that a User submits to the Operator an Application for capacity booking and in order for the Application to be approved by the Operator in

accordance with the provisions of the Network Code, the User shall be obliged to ensure that when signing the Application for capacity booking:

A) If the approval of the Application takes place on Day (d) and prior to the publication of the User's Net Position for that day, the algebraic sum of the User Net Position on the previous Day (d-1), less the part of the guarantee provided for any capacity booking Approved Applications which do not concern Transmission Capacity Auction Points and concluded after the publication of the User Net Position on Day (d-1) and by the time of approval of this Application, is higher or equal to the part of the guarantee required to be provided depending on the capacity booked by means of the submitted Application, as specified in the Framework Agreement, or

B) If the approval of the Application takes place on Day (d) and after the publication of the User's Net Position for that day, the algebraic sum of the User Net Position on Day (d), less the part of the guarantee provided for any capacity booking Approved Applications which do not concern Transmission Capacity Auction Points and concluded after the publication of the User's Net Position on Day (d) and by the time of approval of this Application, is higher or equal to the part of the guarantee required to be provided depending on the capacity booked by means of the submitted Application, as specified in the Framework Agreement.

2. Otherwise, the application is rejected.

## Article 21$^{G}$
## Provision of guarantee for participation in capacity booking auctions

1. The condition for the User's participation in capacity booking auctions is the provision of guarantee under the Transmission Agreement which it has concluded.

2. The User Financial Limit for Participation for Day (d) is understood as the amount of money which is made available for capacity booking through auctions starting or continuing to be in progress from 16:00 on Day (d) to 16:00 on Day (d+1). The User Financial Limit for Participation is calculated according to the amount of the guarantee which the User makes available in order to participate in capacity booking auctions, in accordance with the provisions of paragraphs 4 to 8.

3. The determination of the amount of the guarantee which the User makes available in order to participate in capacity booking auctions is at its discretion and depends on the size of the offers that it intends to submit in the auctions. The economic value of the User's offers in capacity booking auctions is matched to the Financial Limit for Participation in accordance with the provisions of Article 21$^{H}$.

4. By 13:30 hrs on each Day (d), the User declares to the Operator, through the Electronic Information System, that part of the guarantee (Gaucnew (d) in EUR) that it wishes to make available on Day (d) ) for the calculation of the Financial Limit for Participation for Day (d). The stated value of the Gaucnew (d) term must be higher or equal to zero (0). Until the aforementioned deadline, the value of Gaucnew (d) may be modified freely by the Transmission Users.

5. In calculating the User Minimum Guarantee Limit for Day (d), in accordance with the provisions of Article $21^{D}$, the Operator calculates the Gauc (d) term as follows:

   A) If the stated value of the Gaucnew (d) term is higher or equal to zero (0).

      Gauc (d) = Gaucnew (d)

   B) If on Day (d) the User has not submitted or has not submitted duly to the Operator a statement in accordance with the provision of paragraph 4, the Gauc (d) term receives a zero (0) value.

6. By 15:30 hrs on each Day (d), the Operator will confirm, through the Electronic Information System, the Financial Limit for Participation in Capacity Booking Auctions for each User that submits a nomination according to the provisions of paragraph [4], calculated according to paragraphs [7] or [8], as appropriate.

7. In the event that the User does not participate in auctions continuing after 16:00 on Day (d):

   A) If on Day (d) the User's Financial Equity is greater than or equal to zero, the User's Financial Participation Limit for Day (d) is equal to Gauc (d).

   B) If on Day (d) the User's Financial Equity is negative, the User's Financial Participation Limit for Day (d) is equal to zero (0) and the User is not eligible to participate in auctions starting at 16:00 on Day (d) until 16:00 on Day (d+1).

8. In the event that the User participates in auctions continuing after 16:00 on Day (d):

   A) If on Day (d) the User's Financial Equity is greater than or equal to zero:

      (i) If the amount corresponding to Gauc (d) is greater than or equal to the financial value of the User's bids in the ongoing Capacity Booking Auctions, the User's Financial Participation Limit for Day (d) is equal to Gauc (d).

      (ii) If the amount corresponding to Gauc(d) is less than the economic value of the User's bids in the ongoing Capacity Commitment Auctions, the User's Financial Participation Limit for Day (d) is equal to the User's Financial Participation Limit for Day (d-1) and the User is not eligible to participate in new auctions starting from 16:00 on Day (d) until 16:00 on Day (d+1).

B) If on Day (d) the User's Financial Equity is negative, the User's Financial Participation Limit for Day (d) is equal to the User's Financial Participation Limit for Day (d-1) and the User is not eligible to participate in new auctions starting at 16:00 on Day (d) until 16:00 on Day (d+1).

9. After the expiration of each auction, the part of the guarantee calculated on the basis of the capacity allocated to the User through the auction is taken into account in the calculation of the Minimum User Guarantee Limit added to the Gcap term from the Starting Day of the Reference Time, as set out in Provisions of Article [21$^{C}$].

## Article 21$^{H}$
## Managing the Financial Participation Limit

1. When each User submits a bid to an auction, a part of the User's Financial Participation Limit that is in effect at the time of submitting the bid is committed, in accordance with the provisions of paragraph [2] of Article [21$^{Z}$]. The part of the User's Financial Participation Limit reserved becomes unavailable for any other bids submitted by the User to the same or other auctions conducted within the time limit during which the same Financial Participation Limit applies:

   A) Until rejection, withdrawal or replacement of the User's bid with another bid, if these are provided in the terms of the auctions,

   B) Until the expiration of the User's Financial Participation Limit, if the corresponding capacity has been allocated to the User following the User's bid.

2. Matching of the economic value of each bid that a User makes to an auction with the part of the Financial Participation Limit associated with the respective bid, if accepted in accordance with the rules for conducting auctions, is made as follows:

   A) In the case of a Standard Transmission Capacity Product with an annual term for which the provision of the relevant services begins within the Year (Y) of the auction:

   $G_{annual,\,i} = 20\% \times AnnualBid_i$

   Where:

   $G_{annual,\,i}$ (in Euro): The part of the Financial Participation Limit that corresponds to the economic value of the User's (i) bid in the auction.

   $AnnualBid_i$ (in Euro): The economic value of the User's (i) bid in the auction.

   B) In the case of a Standard Transmission Capacity Product with an annual term for which the provision of the relevant services begins within Years (Y+1) up to (Y+14), as appropriate, from Year (Y) of the auction:

$G_{annual,\ i} = 4\% \times AnnualBid_i$

Where:

$G_{annual,\ i}$ (in Euro): The part of the Financial Participation Limit that corresponds to the economic value of the User's (i) bid in the auction.

$AnnualBid_i$ (in Euro): The economic value of the User's (i) bid in the auction.

C) In the case of an auction for a Standard Capacity Product with a quarterly term:

$G_{quarterly,\ j} = 50\% \times QuarterlyBid_j$

Where:

$G_{quarterly,\ j}$ (in Euro): The part of the Financial Participation Limit that corresponds to the economic value of the User's (j) bid in the auction.

$QuarterlyBid_j$ (in Euro): The economic value of the User's (j) bid in the auction.

D) In the case of an auction for a Standard Capacity Product with a monthly term:

$G_{monthly,\ k} = 50\% \times MonthlyBid_k$

Where:

$G_{monthly,\ k}$ (in Euro): The part of the Financial Participation Limit that corresponds to the economic value of the User's (k) bid in the auction.

$MonthlyBid_k$ (in Euro): The financial value of the User's (j) bid in the auction.

E) In the case of an auction for a Standard Capacity Product of one day's duration:

$G_{daily,\ l} = DailyBid_l$

Where:

$G_{daily,\ l}$ (in Euro): The part of the Financial Participation Limit that corresponds to the economic value of the User's (I) bid in the auction.

$DailyBid_l$ (in Euro): The economic value of the User's (l) bid in the auction.

F) In the case of an auction for a Standard Capacity Product with duration of less than one (1) Day:

$G_{intradaily,\ m} = IntradailyBid_m$

Where:

$G_{intradaily,\ m}$ (in Euro): The part of the Financial Participation Limit that corresponds to the economic value of the User's bid (m) in the auction.

$IntradailyBid_m$ (in Euro): The economic value of the User's bid (m) in the auction.

3. In the case of Standard Transmission Capacity Products offered as Bundled Transmission Capacity, for the application of paragraph [2], the economic value of the User's bid in the corresponding auction shall be the part of the total value of its bid attributable to the Operator, in accordance with the rules for allocating revenue from auctions between upstream and downstream operators, that are published before the auction.

4. In the event that the economic value of a bid submitted by a User is greater than the available part of the Financial Participation Limit, in accordance with paragraph [1], the User's bid is rejected.

5. In the case of simultaneous auctions, the commitment of a part of the Financial Participation Limit that corresponds to the economic value of each offer submitted by the User is made on the basis of the time order in which the bids are submitted, taking into account all the simultaneous auctions.

6. In the case of booking of a Standard Capacity Product with an annual term for which the provision of the relevant services starts within Years (Y+1) until (Y+14), where applicable, from Year (Y) of the respective auction, the User shall be required, in addition to the guarantee provided in the relevant auction under subparagraph (B) of paragraph [2], to provide the Operator with an additional guarantee equal to sixteen percent (16%) of the value of the capacity booked in the auction, by the 1st of June of the Year of the provision of the related services, at the latest. In the case of Standard Transmission Capacity Products offered as Bundled Transmission Capacity, for the application of this, the capacity value reserved in the auction shall be the part of the total value of the capacity attributable to the Operator, in accordance with the rules for allocating revenue from auctions between upstream and downstream operators, that are published before the auction.

7. In the event that the capacity commitment price, as set in the respective auction, differs from the charge for the use of capacity at the time of commencement of the provision of the respective services, as specifically defined in the Tariff Regulation, the part of the guarantee adjusted according to the actual charge for the use of the capacity is taken into account when calculating the Minimum User Guarantee Limit one (1) business day prior to the commencement of provision of the respective services.

8. The amount of the guarantee that is calculated depending on the booked Transmission Capacity shall not change in the case where, during the validity of an Approved Application by means of which a Standard Transmission Capacity Product has been booked, the capacity charge for the said Standard Capacity Product changes due to the procedure for Conversion of Transmission Capacity, pursuant to the provisions of Article [$20^{AD}$].

9. Every detail related to the procedure for submitting, withdrawing, replacing and rejecting bids in each auction, the eligibility criteria for bids, the calculation of

the bid value for each Standard Capacity Product, the process of informing Users about the part of the Financial Participation Limit that remains available after the end of each auction and all relevant issues shall be determined in accordance with the provisions of Chapter [2$^{B}$].

# CHAPTER 4

# NNGTS OPERATION PLANNING

## Article 22

## Article 23
## Article 24

## Article 24[A]

## Article 25
## Daily Planning

1. To ensure proper, reliable, secure and cost effective operation of NNGTS, the Operator performs Daily Planning, through which the operation mode of the NNGTS for every Day is scheduled.

2. To this end, each Transmission User who has a valid Approved Application on Firm or Interruptible Services, shall submit to the Operator:

   - Daily Natural Gas Delivery and Receipt Nomination (Daily Nomination) and/or,

   - Daily Natural Gas Delivery and Receipt ReNomination (Daily Renomination),

   as set out in article [26].

3. In case where a Transmission User submits a nomination to a Transmission Capacity Auction Point, which concerns a Bundled Transmission Capacity for Delivery/Reception with a single nomination in accordance with Article [19] of Regulation 459/2017 and the Auction Handbook, the single nomination is submitted in accordance with the provisions of Article [26] and attached to the Daily Nomination or Daily Renomination of the User, as appropriate. The Quantities of Natural Gas contained in the single nomination are not included in any other Transmission User's nomination submitted in accordance with paragraph [2] of this Article.

## Article 26
## Submission and content of Daily Nominations and Daily Renominations

1. Daily Nominations and Renominations are submitted to the Operator by the Transmission Users, via the Electronic Information System, according to the template 'Daily Nomination/Renomination for Natural Gas Delivery and Reception', which is published via the Electronic Information System.

2. Transmission Users may submit Daily Nominations for a specific Day, if they have booked Transmission Capacity for Delivery/Reception, Coupled Transmission Capacity for Delivery/Reception, Conditional Transmission Capacity for Delivery/Reception on that Day, by 15:00 hrs of the previous Day (Nomination Deadline).

3. Transmission Users may submit Daily Renominations for a specific Day, if they have booked Firm Transmission, Coupled, Conditional and/or Interruptible Transmission Capacity for Delivery/Reception on that Day, within the Renominations Period commencing at 17:00 hrs of the previous Day (Renominations Period Start Time) and ending at 04:00 hrs of the concerned Day (Renominations Period End Time):

   A) The Renomination Period is divided into thirty-five (35) consecutive Renomination Cycles. The Renomination Cycle Deadline coincides with completion of the corresponding Renomination Cycles.

      i) the first Renomination Cycle commences at the Renomination Period Start Time and ends at 18:00 hrs on the Day previous to the one it refers to,

      (ii) the remaining Renomination Cycles are hourly, starting with expiry of the deadline for submission in the immediately preceding Renomination Cycle.

   B) In particular for the LNG Entry Point, the Renomination Period is divided into thirteen (13) consecutive Renomination Cycles of which:

      i) the first Renomination Cycle commences at the Renomination Period Start Time and ends at 18:00 hrs on the Day previous to the one it refers to,

      (ii) the following ten (10) Renomination Cycles are hourly, starting with the deadline for submission in the immediately preceding Renomination Cycle,

      iii) the next Renomination Cycle shall start at 04:00 hrs on the previous day from the Day it refers to and ends at 13:00 hrs on the Day it refers to,

      iv) the next Renomination Cycle shall start at 13:00 hrs on the previous day from the Day it refers to and ends at 17:00 hrs on the Day it refers to,

      v) the next and last Renomination Cycle shall start at 17:00 and end at 21:00 pm of the Day it refers to.

4. Until the expiry of the Nomination Deadline and each Renomination Cycle, Daily Nominations and Renominations may be freely modified by Transmission Users.

5. Transmission User must include in his Daily Nominations and each Daily Renomination, his EIC Code, the Day concerned, as well as details of:

   A) The total Natural Gas Quantity that they will deliver at each Entry Point, each Reverse Flow Entry Point, defining separately the part of this Quantity to be delivered through Coupled Transmission Capacity for Delivery and the part of this Quantity to be delivered through Conditional Transmission Capacity for Delivery. In the case of submission of a single nomination, in

accordance with Article 19 of Regulation (EU) No 459/2017, the Operator will calculate the quantity for delivery by the User, according to the preceding paragraph, by adding up the corresponding total Quantities as per this single nomination.

B) The total Natural Gas Quantity that they will receive at each Exit Point, each Reverse Flow Exit Point, defining separately the part of this Quantity to be received through Coupled Transmission Capacity for Reception and the part of this Quantity to be received through Conditional Transmission Capacity for Reception. In the case of submission of a single nomination, in accordance with Article 19 of Regulation (EU) No 459/2017, the Operator will calculate the quantity for delivery/reception by the User, according to the preceding paragraph, by adding up the corresponding total quantities as per this single nomination.

C) The total Natural Gas Quantity that they are to deliver at the LNG Entry Point, the EIC Code and the natural gas quantity of each LNG User serving them.

D) For each User of the Connected System who serves them at an Interconnection Point, the User's EIC Code and the natural gas quantity that the latter will deliver to that Point.

E) For each User of the Connected System whom they serve at a Interconnection Point, the User's EIC Code and the natural gas quantity that the latter will receive at that Point.

6. In the event that a Transmission User submits a Daily Renomination in an NREC Renomination Cycle, the deadline of which is between 06:00 hrs on the Day previous to the one in question, until the End of the Renomination Period, then, in the specific Renomination Cycle, for each Natural Gas Quantity for Delivery or Reception $Q_{\text{ΕΠ}}$, where the Quantity to be delivered or received through Coupled Transmission Capacity for Delivery or Reception is not included, the Hourly Renomination Rate ($\Omega\text{ΡΕΠ}_{\text{NREC}}$) is determined as:

$$\Omega\text{ΡΕΠ}_{NREC} = \frac{Q_{\text{ΕΠ}_{NREC}} - \sum_{i=12}^{i=NREC-1} Q_{H,i}}{\left(24 - \left(t_{NREC} + 2\right)\right)}$$

Where:

NREC: an indicator characterising the Renomination Cycle laid down in the previous paragraph (NREC=13…35).

$t_{NREC}$: the difference (in hours) of the start of the Day from the NREC Renomination Cycle Deadline

$Q_{H,i}$ volume that is calculated at each (i) Renomination Cycle (i=12…35) as follows:

$Q_{H,12} = \frac{Q_{\Delta,12}}{24}$ for the 12th Renomination Cycle (i=12) and

$Q_{H,i} = \frac{Q_{\Delta,i} - \sum_{k=12}^{i-1} Q_{H,k}}{(24 - (t_i + 2))}$ for each one of the remaining Renomination Cycles (13th until 35th, i=13...35), with

$t_i$: the difference (in hours) of the start of the Day from the NREC Renomination Cycle Deadline (i)

$Q_{\Delta,i}$: the corresponding Confirmed Quantity for Deliver/Reception of the Transmission User in the (i) Renomination Cycle, as it was sent by the Operator to the Transmission User pursuant to the provisions of Article [27], where the Confirmed Quantities for Delivery or Reception, related to the Coupled Transmission Capacity for Delivery or Reception correspondingly, are not included .

The Hourly Renomination Rate ($\Omega PE\Pi_{NREC}$) must meet the following relationship:

$$0 \leq \Omega PE\Pi_{NREC} \leq \frac{\Delta MI + \Delta MI_{cor}}{24} + \sum_{j=1}^{j=jt} \frac{\Delta M_{ID,j}}{\Delta t_{ID,j}} + \sum_{j=1}^{j=jtcor} \frac{\Delta M_{cor,ID,j}}{\Delta t_{cor,ID,j}}$$

Where:

$\Delta MI$ : the Total Booked Transmission Capacity of the Transmission User, in accordance with the corresponding Approved Applications. Transmission Capacity which has been booked by User via the within-day procedure for Transmission Capacity booking, pursuant to the provisions of Chapters [2] and [2B], is not included.

$\Delta MI_{cor}$: the total Booked Conditional Capacity of the Transmission User, in accordance with the corresponding Approved Applications. Transmission Conditional Capacity which has been booked by User via the within-day procedure for Transmission Capacity booking, pursuant to the provisions of Chapters [2] and [2B], is not included. J: numbering index that represents the Transmission Capacity booking by the TransmissionUser via the within-day booking procedure, pursuant to the provisions of Chapters [2] and [2B]

jt: the number of bookings of Transmission Capacity by the Transmission User via the within-day booking procedure, pursuant to the provisions of Chapters [2] and [2B]

jtcor: the number of bookings of Conditional Transmission Capacity by the Transmission User via the within-day booking procedure, pursuant to the provisions of Chapters [2] and [2B]

$\Delta M_{ID,j}$ : The Transmission Capacity booked by the Transmission User via the (j) within-day booking procedure, pursuant to the provisions of Chapters [2] and [2B]

$\Delta MI_{cor,ID,j}$ : The Conditional Transmission Capacity booked by the Transmission User via the (j) within-day booking procedure, pursuant to the provisions of Chapters [2] and [$2^B$]

$\Delta t_{ID,j}$ : The time period during which the booking of Transmission Capacity is valid $\Delta M_{ID,j}$ .

$\Delta t_{cor,ID,j}$: The time period during which the booking of Conditional Transmission Capacity is valid $\Delta MI_{cor,ID,j}$

The aforementioned in Paragraph [6], apply separately to Delivery Quantity, Receipt Quantity related to Booked Coupled Transmission Capacity for Delivery, Reception at the Pair of Coupled Points, without the inclusion of the terms related with the Conditional Transmission Capacity. In this context, Transmission Capacity for Delivery, Reception is deemed Transmission Coupled Capacity for Delivery, Reception Delivery correspondingly, and the Coupling Hourly Renomination Rate ($\Omega$ΡΕΠΖ$_{NREC}$) is defined accordingly.

7. The Final Daily Nomination of the Transmission User is considered to be the one submitted last, prior to the expiry of the respective deadline, and not a Daily Nomination or Renomination, as the case may be, rejected by the Operator.

8. In the event that a Transmission User does not submit a Daily Nomination or submits a Daily Nomination rejected by the Operator according to the provisions of Article [$27^B$], they are deemed to have submitted a Daily Nomination with zero Delivery and Reception quantities.

9. Where a Transmission User does not submit a Daily Renomination in a Renomination Cycle, the last Daily Nomination or Renomination, as the case may be, submitted by the User and not rejected by the Operator, is taken to be the Transmission User's Daily Renomination for the specific Cycle, .

10. If the Transmission User's Daily Renomination, submitted in a Renomination Cycle, is rejected by the Operator according to the provisions of Article [$27^B$], it is assumed that the Transmission User has submitted a Daily Renomination according to said User's last confirmed quantities.

11. The Operator will electronically archive the latest Daily Transmission User Nominations and Renominations, which were submitted prior to the respective deadlines, and will keep the data on the nominated natural gas quantities in electronic and editable format, for at least five (5) years from the date on which they were submitted.

## Article 27

## Confirmed Quantities, Rejection of Daily Nominations/Daily Renominations

1. For the conduct of the Daily Planning process, the Operator takes into consideration the last Daily Nomination or Renomination issued by each Transmission User before the expiry of the relevant deadline, the operating restrictions of the NNGS, as well as the terms of the relevant Transmission

Agreements, LNG Agreements and Approved Applications it has entered into with Users as well as any Interconnection Agreements.

2. In the event that an Interconnection Agreement is concluded at an Entry/Exit Point, a data exchange shall take place between the Operator and the Connected System Operator regarding the Daily Quantities of Natural Gas to be delivered/received at that Point, according to the Daily Nominations or Renominations of Users and the terms and conditions of the Agreement.

3. The Operator will, within two (2) hours of the expiry of the relevant deadline (Processing Period) and subject to the provisions of Article [$27^{B}$], reject the Daily Nominations and/or Daily Renominations submitted by Transmission Users. In the case of rejection of a Daily Nomination and/or Daily Renomination, the Operator will, via the Electronic Information System and within the Processing Period, issue the respective Transmission Users a rejection notice as per the template 'Daily Nomination/Renomination Rejection Notice', which is published in the Electronic Information System.

4. Within the Processing Period, the Operator will calculate the Quantities of Natural Gas that may receive by the User, based on its Definitive Daily Nomination, at an Entry Point/Reverse Flow Entry Point, and/or deliver to that User at an Exit Point/Reverse Flow Exit Point (Confirmed Quantities) on the specific Day to which the Nomination refers. By means of the "Confirmed Delivery/Reception Quantities" form, according to the template published in the Electronic Information System, the Operator will inform the Transmission User by the end of each Processing Period regarding the Confirmed Quantities of natural gas, on the particular day to which the nomination refers.

5. The Operator applies the Lesser Rule in a pair of quantities, according to which the Confirmed Quantity for each member of the pair is calculated as the smallest of the nominated quantities by each member, in the following cases:

   i) At a Point where an Interconnection Agreement has been concluded and if this Agreement does not contain provisions to the contrary, in the event where the Quantities of Natural Gas nominated by each part of the pair that is made up of the user of the Connected System and the Transmission User do not match, the Operator shall apply the "Lesser of" Rule, according to which the Confirmed Quantity for each part of the pair shall be calculated as the lesser of the quantities nominated by each part.

   ii) at a Pair of Coupled Points, where the nominated Natural Gas Quantities by the Transmission User, at each Point of the Pair differ.

6. In the case of Interruptible Transmission Services, the Transmission Operator shall inform the Transmission Users by sending an interruption message for the implementation of Interruptible Services in accordance with the provisions of Article [27A]. In the event of a Interconnection Agreement being entered into at an Entry or Exit Point, the implementation of Interruptible Transmission Services at this Point is described in the relevant provisions of the Interconnection Agreement. The interruption message is composed according to the 'Transmission Service Interruption Message' template, which is posted in the Electronic Information System.

7. In case of application of the provisions of article [$20^{AB}$] on the Buy-Back Process at an Entry Point, Exit Point, or Reverse Flow Exit Point:

i) The Operator will recalculate the Transmission Users' Confirmed Quantities with regard to the volume of natural gas for Delivery/Reception at the Point where the Buy-Back Process took place, and will reduce the quantity of natural gas for delivery/reception at that Point by the volume corresponding to the Transmission User's Buy-Back Capacity.

ii) Each of the Transmission Users to which the Buy-Back Transmission Capacity has been allocated will, with regard the total natural gas quantity for delivery/reception at that Point for each Renomination Round after completion of the Buy-Back Process, receive a price ranging from zero to the difference between the Transmission User's Booked Transmission Capacity at the Point and its Buy-Back Capacity. If this is exceeded, the above difference is considered to be the equivalent of the User's natural gas quantity for delivery/reception at that Point.

8. In case the Capacity Usage Condition is not satisfied at an Entry Point , and/or at a Reverse Flow Exit Point, pursuant to article [20AE], the Operator shall recalculate the corresponding part of the User's Confirmed Quantities for delivery, reception of Natural Gas at the said Point, related to the Booked Conditional Transmission Capacity for Delivery, Reception respectively, so as the respective Capacity Usage Condition to be met. In this case, this part of the Confirmed Quantity is calculated proportionally to the sum of nominated Quantities of all the Users related to the Booked Conditional Transmission Capacity for Delivery, Reception at the said Point, in order to be satisfied the respective Capacity Usage Condition.

9. The Transmission User's Confirmed Quantities are considered to be the last Quantities allocated to the User by the Operator in accordance with paragraphs [4] - [7] of this Article.

10. The rejection of a Transmission User's Daily Nomination or Renomination will be specifically substantiated in the relevant notice prepared by the Operator.

11. The Operator will keep records of approvals or rejection notices with regard to Daily Nominations or Renominations submitted by Transmission System Users, as well as the Confirmed Quantities that the Operator issues, according to the provisions of this article, and will keep the data in electronic format for at least five (5) years from their submission date.

## Article 27[A]

## Implementation of the Natural Gas Transmission Services on an Interruptible Basis

Interruptible Transmission Services included in the Transmission Users' Final Daily Nomination submissions are implemented in accordance with the following procedure:

A) For the delivery of Natural Gas on an Interruptible Basis at an Entry Point:

Specifies the size $\Delta Q_{\Pi\Delta,\Delta}$ as:

$$\Delta Q_{\Pi\Delta,\Delta} = \mathrm{MI}_{\Pi\Delta} - \sum Q_{\Pi\Delta}$$

where:

$MI_{\Pi\Delta}$ : the Transmission Capacity for Delivery of the Entry Point

$\sum Q_{\Pi\Delta}$ : the sum of the quantities for Delivery at the Entry Point on a Firm Basis, according to the Transmission Users' Final Daily Nominations for that Day

If:

i) $\Delta Q_{\Pi\Delta,\Delta} \leq 0$, the total quantity of Natural Gas to be delivered on an Interruptible Basis at said Entry Point is zero. The Operator shall notify the relevant Transmission Users by sending a corresponding interruption message in accordance with the provisions of Article [27].

ii) $\Delta Q_{\Pi\Delta,\Delta} > 0$, the total quantity of Natural Gas that can be delivered on an Interruptible Basis at said Entry Point is equal to $\Delta Q_{\Pi\Delta,\Delta}$. The quantity $\Delta Q_{\Pi\Delta,\Delta}$ is allocated to the relevant Transmission Users in proportion to the corresponding quantity nominated in the Final Daily Nomination by each of them, according to the chronological order of approval of the respective Approved Interruptible Service Applications, and up to the maximum limit $\Delta Q_{\Pi\Delta,\Delta}$.

In the case of common approval of two or more Approved Interruptible Service Applications where the limit $\Delta Q_{\Pi\Delta,\Delta}$ is exceeded, the quantity $\Delta Q_{\Pi\Delta,\Delta}$ is allocated to the respective Transmission Users in proportion to the relevant nominated quantities in each of their Final Daily Nominations.

The Operator will notify the Transmission Users to which a quantity of natural gas is allocated for delivery on an Interruptible Basis, pursuant to the provisions of subparagraph (ii), by sending a corresponding message according to the provisions of paragraph [4] of article [27].

B) For reception of Natural Gas on an Interruptible Basis from an Entry Point, Reverse Flow Exit Point:

Specifies the size $\Delta Q_{\Pi\Lambda,ANT}$ as:

$$\Delta Q_{\Pi\Lambda,ANT} = (\sum Q_{\Pi\Delta} - \sum Q_{\Pi\Lambda,ANT}) + MI_{\Pi\Lambda,ANT}$$

where:

$\sum Q_{\Pi\Delta}$ : the sum of the quantities for Delivery on an Interruptible Basis at the Entry Point, according to Transmission Users' Final Daily Nominations for the specific Day

$\sum Q_{\Pi\Lambda,ANT}$ : the sum of the quantities for Reception on an Interruptible Basis at the Entry Point, Reverse Flow Exit Point, according to Transmission Users' Final Daily Nominations for the specific Day

$MI_{\Pi\Lambda,ANT}$ : the Transmission Capacity for Reception at the Entry Point, Reverse Flow Exit Point

The total quantity of natural gas that can be received on an Interruptible Basis at said Entry Point, Reverse Flow Exit Point is equal to $\Delta Q_{\Pi\Lambda,ANT}$. The quantity $\Delta Q_{\Pi\Lambda,ANT}$ is allocated among the respective Transmission Users in proportion to

the corresponding quantity nominated in their Final Daily Nominations, in chronological order of approval of the respective Approved Interruptible Service Applications, and up to the maximum limit.

In the case of common approval of two or more Approved Interruptible Service Applications where the limit $\Delta Q_{\Pi\Lambda,ANT}$ is exceeded, the quantity $\Delta Q_{\Pi\Lambda,ANT}$ is allocated to the respective Transmission Users in proportion to the relevant nominated quantities in each of their Final Daily Nominations.

The Operator shall inform the Transmission Users to whom a Natural Gas Quantity is allocated for reception on an Interruptible Basis pursuant to the provisions of this sub-paragraph, by sending a corresponding message in accordance with the provisions of paragraph 4 of Article [27].

## Article 27[B]

## Criteria for Rejection of Daily Nominations/Renominations

The operator rejects the Transmission User's Daily Nomination or Renomination, if at least one of the following conditions applies:

(i) The Nomination is inconsistent with the corresponding Approved Firm Service Applications, or the corresponding Approved Applications for Interruptible Service.

(ii) The Nomination does not comply with the provisions of the Network Code, particularly the provisions of articles [26], [79], and article [20[C]].

(iii) The nominated quantity for Delivery or Reception at an Entry Point/Reverse Flow Entry Point, or Exit Point/Reverse Flow Exit Point, respectively, exceeds the Total Transmission Capacity for Delivery or Reception that the Transmission User has reserved within the framework of Approved Applications for Firm or Interruptible Services

iv) The nominated quantity for Delivery or Reception at an Entry Point or Reverse Flow Exit Point through the Conditional Transmission Capacity for Delivery, Recption, exceeds the Total Conditional Transmission Capacity for Delivery, Reception that the Transmission User has booked, correspondingly, within the framework of Approved Applications for Firm Services.v) The nominated Quantity of Delivery or Reception in each Pair of Coupled Points exceeds the Total Coupled Transmission Capacity for Delivery or the Total Coupled Capacity Reception respectively. which the Transmission User has booked in the framework of Approved Applications of Firm Services for the said Pair.(vi)The Nomination is submitted by an unauthorised representative of the Transmission User

(vii) The details submitted in the Daily Nomination/Renomination are incomplete or incorrect.

(viii) The Nomination is submitted in a format incompatible with the requirements of the Electronic Information System.

## Article 28
## Revision of Final Daily Nomination

1. Provided that the Operator has issued an Operational Flow Order to the Transmission User, in the following cases:

   A) Emergency Level Crisis, in accordance with the provisions of article [65], and

   B) Announcement of Limited Natural Gas Flow Days according to the provisions of article [$65^{A}$],

   the Transmission User's Final Daily Nomination will be its Final Daily Nomination, as modified by the Operational Flow Order given to that User.

2. In case of the reception of Off-Specification Gas, the revision of the Daily Nominations of Transmission Users receiving respective written notification according to the provisions of article [41], will be carried out according to the procedure described in paragraphs [3] to [8] of this article.

3. A Revised Daily Nomination is submitted to the Operator via the Electronic Information System, as per the template 'Daily Natural Gas Delivery and Reception Nomination', at the latest three (3) hours before the end of the Day to which it refers, in accordance with article [26].

4. With the Revised Daily Nomination, the Transmission User requests the necessary modifications to the data of its Final Daily Nomination that refer only to the Entry Points/Reverse Flow Entry Points, and Exit Points/Reverse Flow Exit Points affected by the reception of Off-Specification Gas or the Limited Natural Gas Flow Day or the Emergency Level Crisis.

5. The Operator notifies Transmission Users of the Confirmed Natural Gas Quantities on the 'Confirmed Quantities for Delivery/Reception' form via the Electronic Information System, or issues a rejection notice as per the template 'Daily Nomination/Renomination Rejection Notice', as promptly as possible.

6. If the Transmission User submits Daily Renominations in Renomination Cycles following the issue of the Operational Flow Order, the quantities in the abovementioned Daily Renominations for quantities for delivery/reception at the Points where the Operational Flow Order has been issued must not exceed the corresponding quantities specified in the Operational Flow Order. If they are exceeded, the Confirmed Quantities will be taken to be the respective quantities specified in the Operational Flow Order.

7. Rejection of the revised Daily Nomination is specifically substantiated in the respective notice from the Operator.

8. A Revised Daily Nomination which is not rejected by the Operator will replace the previous respective Final Daily Nomination of the Transmission User.

9. A Revised Daily Nomination may be rejected by the Operator for the reasons stated in articles [27] and [$27^{B}$].

## Article 29
## Daily Planning Charge

1. For each Day during which the Quantity allocated to the Transmission User, as per the provisions of Chapter [7], at an Entry or Exit Point is greater or less than the respective Confirmed Quantity for Delivery at that Entry Point/Reverse Flow Entry Point, or for Reception at the respective Exit Point/ Reverse Flow Exit Point, by more than five percent (5%) (Planning Tolerance Limit), the Operator will charge the Transmission User a Daily Planning Charge.
2. The Daily Planning Charge is calculated for each Transmission User and for each Entry and Exit Point as the product of the total excess or deficit quantities by comparison with the Planning Tolerance Limit (Daily Planning Charge Quantity), times the unit price (Unit Daily Planning Charge).
3. The Unit Daily Planning Charge is set as the equivalent of 0.3 €/1,000kWh HHV. The Unit Daily Planning Charge is determined by decision of the Operator, following approval of the RAE, according to the provisions of Article 69(5) of the Law, three (3) months prior to the beginning of every second Year.
4. Revenues from Daily Planning Charges are considered to be Basic Transmission Activity revenues and are credited to the respective account held by the Operator.
5. The Transmission User is exempt from the obligation to pay Daily Planning Charges in the cases expressly provided for in the Network Code.
6. The Invoice sent to the Transmission User for each Month is attached to the Daily Planning Charge Form, as per the template published on the Operator's website, and will reference, for each Day on which the Daily Planning Charge is imposed, at least the following details:
    A) The Entry Point or Exit Point to which the Charge relates.
    B) The Confirmed and Allocated Natural Gas Quantities for Delivery or Reception at that Point.
    C) The amount of the Daily Planning Charge which relates to that Point.

# CHAPTER 4[A]
# TRADE NOTIFICATIONS

## Article 29[A]

## Submission and content of Daily Trade Notifications

1. Each Transmission User, who has a valid Approved Application for Access to the VTP, may submit to the Operator Daily Trade Notifications.

2. Daily Trade Notifications shall be submitted to the Operator by the Transmission Users, via the Electronic Information System, according to the template "Daily trade notification for the disposal or acquisition of Natural Gas Quantity", which shall be published via the Electronic Information System.

3. Transmission Users may submit Daily Trade Notifications which pertain to a specific Day until the end of the Renomination Period of that, as stipulated by Article [26], only if they have a valid Approved Application for Access to a VTP on the Day of submission of the Daily Trade Notification.

4. The Transmission User shall submit a separate Daily Trade Notification for each Transmission User to whom it disposes or from whom it acquires the Quantity of Natural Gas mentioned in the Daily Trade Notification.

5. The Transmission User must include in each Daily Trade Notification submitted to the Operator:

   A) Its EIC Code.

   B) The Day concerned.

   C) The Natural Gas Quantity to which the trade pertains.

   D) Whether the transaction relates to the disposal or acquisition of the aforementioned Natural Gas Quantity.

   E) The EIC Code of the Transmission User to whom the Natural Gas Quantity is disposed or from whom the Natural Gas Quantity is acquired.

6. In the event of submission of more than one Daily Trade Notifications by a Transmission User until the start of a specific Processing Period, which refer to the same Day and to the same Transmission User to whom the Natural Gas Quantity is disposed or from whom it is acquired, the Operator shall take into account, for processing, only the last Daily Trade Notification submitted by the said Transmission User, until the start of the Processing Period.

7. In the case of disposal or acquisition of a Quantity of Balancing Gas by a Transmission User pursuant to the provisions of Article [44[B]], the Daily Trade Notification shall be submitted by the Operator on behalf of the Transmission User, in accordance with the procedure of paragraphs [1] to [6] of this Article, until the start of the next Processing Period from the announcement of the auction's results. The Daily Trade Notification which shall be submitted by the Operator on behalf of the Transmission User, shall pertain to the disposal or acquisition of the aforementioned Quantity of Balancing Gas, between the Transmission User and the

Operator. Said Quantity of Balancing Gas shall constitute the Confirmed Disposal or Acquisition Quantity, as applicable, of the Transmission User, pursuant to the provisions of Article [29$^{B}$].

8. The Operator shall file electronically the submitted Daily Trade Notification of the Transmission Users, in electronic and editable format for at least five (5) years from their date of submission.

## Article 29$^{B}$

## Processing of Daily Trade Notifications, Confirmed Disposing/Acquiring Quantities

1. The Operator, within the Processing Period, shall process the submitted Daily Trade Notifications and shall match the pairs thereof that are submitted by different Transmission Users and whose information correspond to the mentioned in paragraph [5] of Article [29$^{A}$].

2. For each pair of Daily Trade Notifications that match, the Operator shall calculate the Natural Gas Quantities that the Transmission User disposes (Confirmed Disposal Quantity), which may not be smaller than 1 kWh, or acquires from a Transmission User or the Operator for Gas Balancing or offsetting of Operational Gas (Confirmed Acquisition Quantity), which may not be smaller than 1 kWh. In the event where the Natural Gas Quantities that are notified by each member of the aforementioned pair differ, the Operator shall apply the ”Lesser of” Rule, according to which the Confirmed Disposal/Acquisition Quantity for each member of the pair of Transmission Users is calculated as the lesser of the quantities notified by each member, which may not be smaller than 1kWh.

3. Until the end of the Processing Period, the Operator shall inform each Transmission User regarding its Confirmed Disposal/Acquisition Quantities, for the specific Day to which the related Daily Trade Notifications refer, by means of the “Confirmed Disposal/Acquisition Quantities” form, according to the template published in the Electronic Information System.

4. The Operator shall send Confirmed Disposal/Acquisition Quantities only to the Transmission Users for the Daily Trade Notifications of which there is a maching, pursuant to paragraph [1], after the application of the ”Lesser of” Rule, at the end of each Processing Period.

5. In the event that the Operator has notified the Confirmed Disposal/Acquisition Quantities to a pair of Transmission Users in the previous cycle and there is no matching of Daily Trade Notifications in the current cycle for the said pair, pursuant to paragraph [1], after the application of the ”Lesser of” Rule, for the following Processing Periods of that Day, the Confirmed Disposal/Acquisition Quantities for each Transmission User of that pair shall be the one that has already been notified by the Operator. In that case, the Operator shall inform the pair of Transmission Users of the non-matching of the Daly Trade Notifications that they have submitted.

6. For the purposes of Chapters [7] and [8], the chronologically last Confirmed Disposal/Acquisition Quantities to be sent by the Operator to the Transmission User shall be considered.

## Article 29$^{C}$
## Rejection of Daily Trade Notification

1. Within the Processing Period, the Operator shall reject the Daily Trade Notifications submitted by the Transmission Users on the grounds that are exhaustively stipulated by this Article. In the case of rejection of a Daily Trade Notification, the Operator will, via the Electronic Information System and within the Processing Period, send the respective Transmission Users a rejection notice as per the template "Daily Trade Notification Rejection Notice", which is published in the Electronic Information System.
2. The Operator rejects the Transmission User's Daily Trade Notification if at least one of the following conditions applies:

   (i) The Transmission User does not have a valid Approved Application for Access to the Virtual Trading Point.

   (ii) When the Transmission User disposing and the Transmission User acquiring Natural Gas Quantities in the Daily Trade Notification have the same EIC Code.

   (iii) The Notification is submitted by a non duly authorized representative of the Transmission User.

   (iv) The details submitted in the Daily Trade Notification are incomplete or incorrect.

   (v) The Notification is submitted in a format incompatible with the requirements of the Electronic Information System.
3. The rejection of a Transmission User's Daily Trade Notification will be specifically substantiated in the relevant notice prepared by the Operator.
4. The Operator will keep a file of the rejection notices of Daily Trade Notifications for at least five (5) years from the date they were sent.

# CHAPTER 5

# NATURAL GAS DELIVERY TO THE NNGTS

## Article 30
## Conditions for Natural Gas Delivery at Entry Points

1. For each Entry Point/Reverse Flow Entry Point, the Operator specifies and publishes the Natural Gas Delivery Conditions applicable at that Point, which include at least the following:
   A) The Natural Gas Quality Specifications.
   B) The maximum and minimum pressure for Natural Gas delivery.
   C) The maximum and minimum Natural Gas Flow Rate through the Entry Point, as well as any limitations related to the rates of increase or decrease of Supply at the specific Point.
   D) The information laid down in the NNGS Metering Regulation.
   E) The configuration arrangements pertaining to the delivery of Natural Gas at the Entry Point/Reverse Flow Entry Point determined by any Interconnection Agreement pertaining to this Point.
2. Transmission Users are responsible for ensuring that natural gas intended for delivery or delivered at an Entry Point/Reverse Flow Entry Point is compatible with the Natural Gas Delivery Conditions applicable to that Point.
3. The Operator is responsible for taking all actions necessary to verify that the Natural Gas Delivery Conditions are met.
4. The provisions of this Chapter apply to Reverse Flow Entry Points, exclusively for the physical delivery of Natural Gas by the Reverse Flow process, as defined in article [$9^{A}$].

## Article 31
## Natural Gas Delivery by Transmission Users

1. Transmission Users have the right to deliver natural gas at the Entry Point, Reverse Flow Entry Point according to Approved Firm Service and Interruptible Service Applications (Agreements) signed with the Operator, and the Network Code.
2. Transmission Users must make all possible efforts, including integration of appropriate clauses in the Agreements they conclude for performance of their activities in the natural gas sector, to ensure compliance with the Natural Gas Delivery Conditions and, particularly that the natural gas to be delivered to the Operator is subject to quality control, as well as any other relevant procedures, in order to ensure that it fulfils the Natural Gas Quality Specifications provided for by the Network Code.

3. Transmission Users are not relieved of their responsibilities related to Natural Gas delivered to Entry Points/Reverse Flow Entry Points by invoking acts or omissions by a Connected System Operator or any other legal or natural entity that has legal interests in the above.

4. In the event that, during a Day, more than one Transmission User delivers Natural Gas at the same Entry Point, it is considered that:

   A) The Natural Gas delivered at that Point has the same delivery attributes for all Transmission Users, and

   B) Each Transmission User delivers Natural Gas at that Point in proportion to the Confirmed Quantities for the said Day, regardless of any differences related to the reception attributes at the specific Entry Point/Reverse Flow Entry Point.

## Article 32
## Exemption from the obligation to Accept Natural Gas Delivery

1. The Operator has the right to refuse, in whole or in part, the delivery of natural gas by a Transmission User at an Entry Point in the following cases:

   A) As long as the Transmission User Does not fully and properly fulfil, with or without liability, the obligation to comply with the Natural Gas Delivery Conditions at the Entry Point/Reverse Flow Entry Point, unless such failure to comply is due to the culpability of the Operator.

   B) To the extent that the total Natural Gas Quantity delivered by the Transmission User during a Day exceeds the sum of the Total Booked Interruptible Transmission Capacity for Delivery of the Transmission User.

2. In any case of refusal to accept natural gas, the Operator notifies such refusal to the Transmission Users and Connected System Operators with have legitimate interest.In doing this the Operator must comply with the procedure laid down in the applicable legislation and with its obligation to preserve confidentiality.

3. The Operator is exempt from its obligation to accept, in whole or in part, the delivery of Natural Gas at an Entry Point, if the pressure downstream from the Entry Point, Reverse Flow Entry Point compared to the pressure upstream of that Point does not allow, in whole or in part, the passage of natural gas through this Point, given the minimum flow limits of the metering devices at the Point in question.

4. The Operator is exempt from its obligation to accept, in whole or in part, the delivery of Natural Gas at an Entry Point/Reverse Flow Entry Point if, and to the extent that, due to an Emergency Level Crisis or Scheduled Maintenance or Force Majeure event or Limited Natural Gas Flow Day, the Operator is unable to receive this quantity of natural gas.

5. The Operator is not obliged to modify the minimum operating pressure of the NNGTS near an Entry Point, in order to create natural gas flow from the Connected System to the NNGTS.

## Article 33
## Delivery of Off-Specification Natural Gas

1. The Operator is responsible for notifying Transmission Users when it identifies natural gas that will be available for delivery, or is in delivery, or has been delivered by Transmission Users at an Entry Point/Reverse Flow Entry Point as Off-Specification Gas, without prejudice to paragraph [3] below. The methodology for identifying Off-Specifications Gas will be published by the Operator on its website.

2. Within three (3) hours of the moment that the Operator identifies natural gas that is to be available for delivery, or is in delivery, or that has been delivered by Transmission Users at an Entry Point/Reverse Flow Entry Point, as Off-Specification Gas, it must notify Transmission Users thereof via the Electronic Information System or in writing, indicating (a) the quality parameters that are outside the Natural Gas Quality Specifications and their percentage deviation, and (b) the estimated time until the parameters are restored to within the Natural Gas Quality Specifications. Within three (3) hours of the moment it is verified that the Natural Gas meets the Natural Gas Quality Specifications, the Operator will inform Transmission Users accordingly.

3. The Operator is not obliged to notify Transmission Users if the quality parameters of the Natural Gas to be delivered, or in delivery or that has been delivered at an Entry Point/Reverse Flow Entry Point are restored to within the Natural Gas Quality Specifications within a period of less than three (3) hours after the Off-Specification Gas was identified.

4. In case of delivery of Off-Specifications Gas, the Operator is obliged to employ all adequate and necessary measures, to render the natural gas compatible with the Natural Gas Quality Specifications, given that this is possible without jeopardising the safe, reliable and cost effective operation of the NNGS.

5. If it is not able to bring the natural gas within specifications, the Operator has the right:

   A) To accept the Off-Specification Gas, as long as there is no risk to the secure, reliable and cost effective operation of the NNGS.

   B) Reduce the injection rate of the Off-Specification Gas into the NNGTS or to refuse delivery or continuation of the delivery thereof in whole or in part.

6. If the situations and actions in the above paragraph apply, the Operator will notify Transmission Users in writing, justifying the relevant decision.

7. In case of application of paragraph [5](B), Transmission Users that have signed an Approved Firm Service or Interruptible Service Application (Agreement) with the Operator that includes the relevant Entry Point/Reverse Flow Entry Point are not relieved of the obligations arising from the provisions of Chapter [8] of the Network Code.

8. The costs incurred by the Operator due to the delivery of Off-Specifications Gas, includes without any limitation, the costs and expenses for:

A) The purification of part or the entire Transmission System or the restoration of any other damage the Operator suffered due to the acceptance of Off-Specification Gas, or

B) The necessary measures taken by the Operator, so that Off-Specification Gas becomes compatible with the Natural Gas Quality Specifications.

9. Any Transmission User that discovers that the natural gas it intends to deliver at an Entry Point/Reverse Flow Entry Point is Off-Specification Gas must notify the Operator in writing accordingly.

10. If the Operator was informed in writing by Transmission Users or found, in accordance with paragraph [1], that the Natural Gas that is to be delivered at an Entry Point, Reverse Flow Entry Point is Off-Specification Gas and agreed to receive it, then it has the right to impose an Off-Specification Gas Charge on each Transmission User that delivered Natural Gas at the said Entry Point, Reverse Flow Entry Point. For each Day in which Off-Specification Gas was injected into the NNGTS, the Off-Specification Gas Charge imposed on each Transmission User who delivered Natural Gas to said Entry Point/Reverse Flow Entry Point on that Day shall be calculated as the product of the measured Quantity of Natural Gas by the rate of the Confirmed Quantity for Delivery of the Transmission User as to the total Confirmed Quantities for Delivery of all Transmission Users to said Point, by a unit price (Unit Charge for Off-Specification Gas). After payment of this amount, the Operator does not hold or retain any other requirement or right arising from this cause against the Transmission Users in question.

11. If the Operator was not notified by a Transmission User or, even though it made every effort as a prudent Operator operating in good faith, it did not realise that the natural gas intended for delivery or in the process of delivery at an Entry Point/Reverse Flow Entry Point was Off-Specification Gas, and could not take action accordingly, such that the off-specification natural gas entered the NNGTS, then each Transmission User delivering natural gas at the said Entry Point/Reverse Flow Entry Point is required to pay the Operator:

A) The amount calculated as per paragraph [10], and

B) Compensation for any additional damage, including consequential damages, caused to the Operator by this event. Compensation is calculated for each Transmission User in proportion to the quantity allocated to the User according to the procedure under Chapter [7] of the Network Code, during the days on which Off-Specification Gas was injected to the NNGTS. The amount of compensation payable by each Transmission User, according to this paragraph, may not exceed the maximum limit of responsibility that is determined in the relevant Transmission Agreement entered into between the User and the Operator.

12. In order for the Operator to establish its rights for compensation from Transmission Users, as per case (B) of the previous paragraph, it will submit the respective request to Transmission Users, as promptly as possible, in which it will specifically identify the following:

A) The Entry Points, Reverse Flow Entry Points and the Days during which there was delivery to the NNGTS of Off-Specification Gas.

B) The total Quantity of Off-Specification Gas that was received at each Entry Point, Reverse Flow Entry Point and any other information required to prove that the natural gas received was off-specifications.

C) Analysis and documentation of the costs and expenses for which it is eligible to receive compensation from the Transmission Users, according also to paragraph [8].

13. The Unit Off Specifications Gas Charge is defined as the equivalent of 0.3 EUR/1,000kWh GCV. At the end of the second year after which the Network Code enters into force, the Unit Off-Specifications Gas Charge is determined by decision of the Operator, subject to approval by the RAE, according to the provisions of Article 69(5) of the Law, and thereafter three (3) months prior to the beginning of every second Year.

14. The revenue from Off-Specifications Gas Charges are considered to be Basic Transmission Activity revenues, and are credited to the respective account held by the Operator.

## Article 34
## Minimum Entry Pressure Violation

1. In the event that the Operator finds, as per the procedures provisioned in the NNGS Metering Regulation, or through other expedient means, that natural gas is delivered at an Entry Point/Reverse Flow Entry Point at a pressure lower than the minimum pressure for the delivery of natural gas (Minimum Entry Pressure), then it will notify each Transmission User, with whom it has signed Approved Firm Service or Interruptible Service Applications (Agreements) that cover said Entry Point/Reverse Flow Entry Point, of this fact, via the Electronic Information System or in writing, according to the procedure described in article [33].

2. In case of violation of the Minimum Natural Gas Entry Pressure level at an Entry Point/Reverse Flow Entry Point, the Operator has the right:

   A) To refuse, in whole or in part, to continue with natural gas delivery via this Point, or

   B) To limit the natural gas injection rate to the NNGTS through this point, or

   C) To take all necessary measures to prevent the violation of the Natural Gas Reception Conditions at the Exit Points of the NNGTS, as per the provisions of Chapter [6] to the Network Code.

3. If the situations and actions in the above paragraph apply, the Operator will notify Transmission Users in writing, justifying the relevant decision.

4. In case of application of paragraph 2, Transmission Users that have signed Approved Firm Service or Interruptible Service Applications (Agreements) that include the relevant Entry Point/Reverse Flow Entry Point are not relieved of obligations arising from the provisions of  of the Network Code.

5. The Operator will impose a Minimum Entry Pressure Violation Charge on any Transmission User delivering natural gas at an Entry Point/Reverse Flow Entry

Point where there is injection of natural gas at a pressure lower than the Minimum Entry Pressure.

6. The Minimum Entry Pressure Violation Charge is calculated for each Transmission User as the product of the total quantity allocated to the User according to the procedure of Chapter [7] of the Network Code, for each Day during which there was injection of natural gas at the said Entry Point at a pressure lower than the Minimum Entry Pressure, times a unit price (Unit Minimum Entry Pressure Violation Charge).

7. The Unit Minimum Entry Pressure Violation Charge is set at the equivalent of 0.175 EUR/1000kWh GCV. At the end of the second year after which the Network Code enters into force, the Unit Minimum Entry Pressure Violation Charge is determined by decision of the Operator, subject to approval by the RAE, according to the provisions of Article 69(5) of the Law, and thereafter three (3) months prior to the beginning of every second Year.

8. The revenues from Minimum Entry Pressure Violation Charges are considered to be Basic Transmission Activity revenues, and are credited to the respective account held by the Operator.

9. These provisions shall not apply in case of an LNG Entry Point.

# CHAPTER 6

## NATURAL GAS RECEPTION FROM NNGTS

### Article 35
### Natural Gas Reception Conditions at Exit Points

1. The Operator specifies the Natural Gas Reception Conditions at each Exit Point/Reverse Flow Exit Point, and publishes these conditions, which specify at least the following:
   A) The Natural Gas Quality Specifications.
   B) The maximum and minimum pressure for Natural Gas reception.
   C) The maximum and minimum Natural Gas Flow Rate via the Exit Point/Reverse Flow Exit Point, as well as any limitations relating to the increase or decrease in the rate of Supply at the specific point.
   D) The information laid down in the NNGS Metering Regulation.
   E) The regulations related to the reception of Natural Gas at the Exit Point, Reverse Flow Exit Point, contained in any Interconnection Agreement that relates to this point.
2. The Operator is obliged to ensure that the Natural Gas to be received or under reception at an Exit Point, Reverse Flow Exit Point is compatible with the Natural Gas Reception Conditions applicable for this point.
3. The Operator is obliged to take to all actions necessary to ensure that the Natural Gas Reception Conditions are fulfilled.
4. The provisions of this Chapter shall apply to Reverse Flow Exit Points exclusively for the physical reception of Natural Gas by the Reverse Flow process, as defined in Article [$9^{A}$].

### Article 36
### Natural Gas Reception by Transmission Users

1. Transmission Users have the right to receive Natural Gas at the Exit Point, Reverse Flow Exit Point in accordance with the Approved Requests for Firm Services, Interruptible Services signed with the Operator, and the Network Code.
2. The Transmission Users must exercise all reasonable efforts, including the integration of appropriate terms in the agreements they enter into which relate to the undertaking of their activity in the Natural Gas sector, to ensure that the Natural Gas Reception Conditions are complied with.
3. The Transmission Users are not exempted from their liability related to Natural Gas they receive at an Exit Point, Reverse Flow Exit Point by claiming acts or omissions by a Connected System Operator or any other legal or natural entity that has legal interests in the above.

4. If Natural Gas is received at an Exit Point, Reverse Flow Exit Point for use by a Customer or an operator of a Connected System or any other natural or legal entity for or on behalf of a Transmission User, then for the entire duration of such occasion it must be ensured, either by the provisions relating to substitution, in accordance with the Natural Gas Transmission Agreement, or through any other legal means, that such Customer or operator of Connected System or the natural or legal entity with legal interest, fully enters the rights and obligations attributed to the Transmission User, as per the provisions of the Network Code and the Agreement entered into between the Transmission User and the Operator. If the above are not legally ensured, the Operator is relieved from its contractual obligations.However the Transmission User's obligation to pay any charges arising from the Network Code and the Transmission Agreement is retained in all cases.

5. In the event that during one Day more Users receive Natural Gas at the same Exit Point, it is considered that:

   A) Natural gas received at that Point has the same reception characteristics for all Transmission Users.

   B) Each Transmission User receives Natural Gas at that Exit Point in proportion to the Confirmed Quantities for the said Day, regardless of any differentiation related to the reception attributes at the specific Exit Point.

## Article 37

## Users' and Operator's Obligations during Natural Gas Reception

1. The Operator is responsible for delivering to the Transmission User and the latter is responsible for receiving Natural Gas that fulfils the Natural Gas Reception Conditions at an Exit Point, Reverse Flow Exit Point.

2. The Operator is not required to deliver Natural Gas to the extent that the total Natural Gas Quantity that is received by the Transmission User during one Day exceeds the sum of the Total Booked Transmission Capacity for Reception, the Total Booked Coupled Transmission Capacity for Reception, the Total Booked Conditional Transmission Capacity for Reception, and the Total Booked Interruptible Transmission Capacity for Reception of the Transmission User according to the Transmission Agreement it has entered into with the Operator. In this case the Operator takes the necessary measures to reduce or interrupt the Natural Gas Flow Rate at the Exit Point, Reverse Flow Exit Point, in accordance with the procedures provided for in Annex [III].

3. If there is a fault at an Exit Point, Reverse Flow Exit Point, which is not the fault of the Operator or Transmission User and which, as consequence, makes it impossible for the Operator to fulfil its obligation to deliver Natural Gas to the Transmission User, the Operator shall initiate the operations to restore the Natural Gas Flow Rate at the specific point within a maximum of five (5) hours from the moment the Operator becomes aware of the damage and it is possible to start restoration operations. If this time period is exceeded and if the Transmission User has delivered Natural Gas Quantity to the Operator for transmission, the

Operator must pay the Transmission User compensation for this reason according to the terms of the Transmission Agreement entered into between them.

## Article 38
## Minimum Exit Pressure

1. Every Transmission User has the right to submit to the Operator a request for the determination of the minimum pressure for Natural Gas reception at an Exit Point (Minimum Exit Pressure), within the range defined in the Natural Gas Reception Conditions for the specified Exit Point.
2. The Operator shall assess each relevant request by a Transmission User and if it is possible to fulfil it, the Operator shall propose to the Transmission User that an Agreement for the Preservation of the Minimum Exit Pressure be completed, defining any price that reflects the relevant costs of the Operator.
3. The Agreement for the Preservation of Minimum Exit Pressure shall determine that the Operator is not obliged to comply with the obligation to preserve the Minimum Exit Pressure in the following cases:
   A) The Quantity of Natural Gas received at the Exit Point, Reverse Flow Exit Point in question exceeds the Transmission User's Total Booked Transmission Capacity for Reception for the same Point.
   B) The operational limits of the metering devices, as they are determined in the Natural Gas Reception Agreements for the Exit Point, Reverse Flow Exit Point are violated.
   C) The Natural Gas delivery pressure at Entry Points is lower than the minimum Entry pressure for these Points, as determined in the corresponding Natural Gas Delivery Conditions.
4. The Operator is not obliged to compensate the Transmission Users with whom it has entered into an Agreement for the Preservation of the Minimum Exit Pressure, if its inability to fulfil its relevant obligations result from a change to the relevant legislation.In this case, the parties must modify the Agreement for the Preservation of Minimum Exit Pressure accordingly.
5. The Operator is not obliged to deliver Natural Gas at an Exit Point for it to be received by the Transmission User if the Natural Gas pressure in the Connected System or at the Natural Gas Reception Facility downstream from the Exit Point, Reverse Flow Exit Point, exceeds the Minimum Exit Pressure at that point.
6. Without prejudice to the provisions of paragraphs [3], [4] and [5], the Transmission User is exempted from the obligation to pay the Daily Plan Charge, if the Quantity that is allocated to him is less than the Quantity that the Transmission User had stated that it will receive, as per the provisions of Chapter [4], due to Operator's inability to comply with its obligation with regards to the preservation of Minimum Exit Pressure at this Point.

## Article 39

## Natural Gas Reception for compressor fuel consumption

In the event that the Natural Gas received at an Exit Point, is utilised by the Transmission User or a Customer or the operator of a Connected System, or any other natural or legal entity with legal interest and to which the Transmission User delivers this gas, for the fuel consumption of the compressor system installed within the boundaries of the NNGS, the Operator may interrupt, with good reason, the delivery of Natural Gas to the said Exit Point, Reverse Flow Exit Point, for as long as the operation of the compressor system causes fluctuations in the pressure in the NNGS pipelines in a way that, in the Operator's opinion, endangers or hinders the operation of the NNGS, or the Reception Facilities or Connected Systems.

## Article 40

## Operator's access to Offtake Facilities and Connected Systems

1. The Operator has the right to access for a reasonable period and at intervals the Offtake Facilities or the Connected Systems served by the User, in order to exercise its responsibilities according to Network Code, as well as in order to verify compliance with the requirements of the relevant Transmission Agreement, or in order to establish a connection with the NNGS, in accordance with the relevant Interconnection Agreements it has entered into. The Transmission User shall take all necessary measures to ensure the Operator has uninterrupted and safe access to the Offtake Facilities and Connected Systems.
2. In order to exercise the access right, as per the previous paragraph, the Operator must inform the Transmission User beforehand.

## Article 41

## Reception of Off-Specification Natural Gas

1. The Operator is responsible for notifying the Transmission Users when it finds, as per the procedures stipulated by the NNGS Metering Regulation or as per other expedient means, that the Natural Gas which will be available for reception, or is being received or has been received by the Transmission Users at an Exit Point/Reverse Flow Exit Point is Off-Specification Gas, without prejudice to paragraph [3] below.
2. Within three (3) hours from the moment it is documented that the Natural Gas which will be available for reception or that is received or that has been received by the Transmission Users at an Exit Point, Reverse Flow Exit Point is Off-Specification Gas, the Operator informs through the Electronic Information System or the Transmission Users in writing on (a) the quality parameters that are off the Quality Specifications of Natural Gas and their deviation percentage, and (b) the estimated time until it is restored to parameters within the Quality Specifications of Natural Gas. Within three (3) hours from the moment it is verified that the

Natural Gas meets the Natural Gas Quality Specifications, the Operator will inform Transmission Users accordingly.

3. The Operator is not obliged to inform the Transmission Users if the quality parameters of the Natural Gas to be available for reception or that is being received or that has been received at an Exit Point, Reverse Flow Exit Point, have been restored to within the Natural Gas Quality Specifications within less than three (3) hours from the time it was found that this Natural Gas was Off-Specification Gas.

4. During the period from when the Operator is informed about the reception of Off Specifications Gas at an Exit Point, Reverse Flow Exit Point, and until the Natural Gas made available for reception at that point complies with the Natural Gas Quality Specifications, the Transmission Users have the right:

   A) To receive or continue reception of the Off Specifications Gas.

   B) To reduce the reception rate or interrupt the reception of Off-Specification Gas.

5. Transmission Users must promptly inform the Operator of their decision, and submit a revised Daily Nomination.

6. If the Transmission Users have received Natural Gas that the Operator informed them was Off-Specification Gas, then the Operator shall be obliged to pay the said Users an amount calculated as the product of the measured Quantity of Natural Gas by the rate of the Confirmed Quantity for Reception of the Transmission User as to the total Confirmed Quantities for Reception of all Transmission Users to said Exit Point, Reverse Flow Exit Point, multiplied by the Off-Specification Gas Unit Charge, as per the provisions of Article [33] of the Network Code. After payment of this amount, the Transmission Users in question do not hold or retain any other requirement or right against the Operator arising from this cause.

7. If the Transmission Users received Off-Specifications Gas from the NNGTS and they were not informed, as per the provisions of this article, by the Operator, or did not know for any other reason that the Natural Gas availed for reception is Off-Specification Gas, then the Operator is obliged to pay to the said Transmission Users:

   A) The amount calculated as the product of the total Quantity allocated to each Transmission User, according to the procedure in Chapter [7] of the Network Code, for each Day during which the User received Off-Specifications Gas from an Exit Point, Reverse Flow Exit Point, times the Unit Charge for Off Specification Gas as per the provisions of article [33] of the Network Code, and

   B) Compensation for any additional damage, including consequential damages, suffered by the Transmission Users as a result of this event. The compensation due to each Transmission User by the Operator, under case B of this paragraph, may not exceed the maximum liability limit defined in the relevant Transmission Agreement.

8. In order for the Transmission User to establish its rights to compensation from the Operator, as per case B) of the previous paragraph, it will submit the relevant application to the Operator as promptly as possible.

   A) The Exit Points, the Reverse Flow Exit Points and the Days during which it received the Off-Specification Gas from the NNGTS.

   B) The total Quantity of Off-Specification Gas that was received at each Exit Point/Reverse Flow Entry Point and any other information required to prove that the natural gas received was off-specifications.

   C) Details and documentary evidence of the costs and expenses for which it is eligible to receive compensation from the Operator.

9. The Operator is responsible for providing the Transmission User, following a respective request from the latter, with all the relevant information available that may be required for the Transmission User to substantiate its request as per the previous paragraph.

10. If the Transmission User did not receive natural gas in respect of which it received notification from the Operator that it was Off-Specification Gas, it is not subject to Daily Planning Charges and there is no imposition of User Tolerance Limits as per Chapter [8].

# CHAPTER 7

# ALLOCATION OF NATURAL GAS QUANTITIES AT ENTRY AND EXIT POINTS

## Article 42
## Allocation Methodology at Entry and Exit Points

1. The total Natural Gas Quantity that was respectively delivered or received at an Entry or Exit Point, during a given Day (d), is allocated among the Transmission Users by the Operator according to the following formula (Indicative Allocation):

$$K\Pi^{i}_{j} = M\Pi^{i} \cdot \frac{\Delta\Pi^{i}_{j}}{\sum_{j=1}^{n} \Delta\Pi^{i}_{j}}$$

where:

$K\Pi^{i}_{j}$ : The Natural Gas quantity allocated to the Transmission User (j) at a specific Entry or Exit Point (i) on Day d.

$M\Pi^{i}$ : The total Natural Gas Quantity that was respectively delivered or received by the total of all Transmissions Users at the Entry or Exit Point (i) on Day d, which is equivalent to the Natural Gas Quantity measured at the same Entry or Exit Point during Day d.

$\Delta\Pi^{i}_{j}$ : The Natural Gas Quantity for delivery to, or reception from the Entry or Exit Point (i), respectively, on Day d, by the Transmission User (j) according to the User's Confirmed Quantities (j), as set out in article [27].

$\sum_{j=1}^{n} \Delta\Pi^{i}_{j}$ : The sum of Natural Gas Quantities for delivery to, or reception from the Entry or Exit Point (i), respectively, on Day d, by the Transmission Users according to the Users' Confirmed Quantities, as set out in Article [27].

n : The number of Transmission Users who have booked Transmission Capacity/Interruptible Transmission Capacity for Delivery or Transmission Capacity for Reception at Entry or Exit Point (i), respectively

2. The Natural Gas Quantity $M\Pi^{i}$ measured in total at an Entry or Exit Point (i) may be higher (Surplus) or lower (Deficit) than the sum of the Confirmed Quantities nominated by the Transmission Users for that Point.

3. If for one Day (d) the sum $\sum_{j=1}^{n} \Delta\Pi^{i}_{j}$ at an Entry or Exit Point (i) of the NNGTS equals zero and the total Natural Gas Quantity $M\Pi^{i}$ measured at this Point differs from zero, then this quantity is allocated to the Transmission Users

proportionately, on the basis of the sum of their Total Booked Transmission Capacity for Delivery or Reception and the Total Booked Conditional Transmission Capacity for Delivery or Reception, the Total Booked Coupled Transmission Capacity for Delivery or Reception and the Total/ Interruptible Transmission Capacity for Delivery or Reception of each Transmission User at the specific Point.

4. Specifically for an Entry Point through which there is supply of Natural Gas to the NNGTS for Gas balancing or for Operational Gas offsetting by the Operator, the total Natural Gas Quantity which was delivered or received respectively by all the Transmission Users at a specific Entry Point (i) in accordance with paragraph [1], is the difference between the Natural Gas Quantity that was measured in total and delivered to that Point during Day d and the Natural Gas Quantity that was injected to the NNGTS through this Point during the same Day for Gas balancing or Operational Gas Offsetting by the Operator.

5. In the event of an Interconnection Agreement being concluded between the Transmission System Operator and the Connected System Operator, according to the relevant provisions of article [21], the allocation of Natural Gas Quantities to the Entry or Exit Points included in this Interconnection Agreement will be made in accordance with terms of the Operational Balancing Agreement or any other agreement on the common allocation of Quantities.

6. In cases where, during a specific Day (d), a Transmission User injects Natural Gas Quantities for Gas balancing and/or Natural Gas Injections to offset Operational Gas at an Entry Point or Points of the NNGTS, solely for the purpose of calculating the Daily Deficit in User Gas Balancing, according to the provisions of article [59], these quantities will serve to reduce the quantity allocated to the above User on the specific Day at Entry Point or Points in question.

7. Subject to the provisions of paragraph [5], the Quantity of Natural Gas allocated to the Transmission User (j) at the Entry or Exit Point (i) on Day d, and related to any Booked Coupled Transmission Capacity for Delivery or Reception correspondingly, is calculated as part of Quantity of Natural Gas allocated to the User (i), in accordance with paragraph [1], as follows:

$$K\Pi^{i}_{con,j} = K\Pi^{i}_{j}\frac{\Delta\Pi^{i}_{con,j}}{\Delta\Pi^{i}_{j}}$$

where

$K\Pi^{i}_{con,j}$ : The Quantity of Natural Gas allocated to the Transmission User (j) at the Entry or Exit Point (i) and is related to any Coupled Transmission Capacity for Delivery or Reception on Day d.

$K\Pi^{i}_{j}$ : The Quantity of Natural Gas totally allocated to the Transmission User (j) at the Entry or Exit Point (i) on Day d.

$\Delta\Pi^{i}_{con,j}$ : The Natural Gas Quantity for delivery to, or reception from the Entry or Exit Point (i), respectively, on Day d, by the Transmission User (j) according to the User's Confirmed Quantities (j), related to any CoupledTransmission Capacity for Delivery or Reception as set out in article [27].

$\Delta\Pi_j^i$ The Natural Gas Quantity for delivery to, or reception from the Entry or Exit Point (i), respectively, on Day d, by the Transmission User (j) according to the User's (j) Confirmed Quantities, as set out in article [27].

## Article 42$^{A}$

## Article 42$^{B}$

## Article 42$^{C}$

## Reverse Flow Allocation Method

1. The Indicative Allocation of Day (d) for all Transmission Users and all Entry/Exit Points that are both Reverse Flow Exit Points/Reverse Flow Entry Points at the same time, will be carried out, as appropriate, in accordance with the following paragraphs.
2. The total Natural Gas Quantity $\text{ΜΠ}^{i}$, as this is measured at each Entry/Exit Point on Day d and delivered by all Transmission Users, and at which on the same Day no Transmission User performed Reverse Flow operations, is allocated by the Operator to each Transmission User, at each Entry/Exit Point, as per the procedure outlined in article [42].
3. The total Natural Gas Quantity $\text{ΜΠ}^{i}$, as measured at each Reverse Flow Entry Point/Reverse Flow Exit Point, during Day d, and that was delivered or received only by Transmission Users performing Reverse Flow operations, is allocated by the Operator to each of the above Transmission Users, at each Reverse Flow Entry Point/Reverse Flow Exit Point, as per the procedure outlined in article [42].
4. The total Natural Gas Quantity $\text{ΜΠ}^{i}$, as measured at each Reverse Flow Entry/Exit Point, during Day d, and at which Natural Gas Quantities were confirmed for delivery and reception according to the Confirmed Quantities of Transmission Users, is allocated by the Operator to each of the Transmission Users and Reverse Flow Entry/Exit Point, as follows:

   i. In the event that at that Entry Point a total Natural Gas Quantity $\text{ΜΠ}^{i}$ was delivered on Day d, as measured at said Entry Point(including in the case of a zero ,measurement):

      a) Each Transmission User with a Natural Gas Quantity for reception at the specific Entry Point according to its Confirmed Quantities, will be allocated the Natural Gas Reception Quantity equivalent to its respective Confirmed Quantity.

      b) Each Transmission User with Natural Gas Quantities for delivery to the Entry Point in question according to its Confirmed Quantities, will be allocated a Natural Gas Quantity by the Operator according to the procedure outlined in article [42], where $\text{ΜΠ}^{i}$ is the sum of the Natural Gas Quantity measured at that Entry Point on Day d and the sum of the

Natural Gas Quantities allocated to Transmission Users according to the procedure in (i) above.

ii. In the event that, at the specific Entry Point, a total Natural Gas Quantity ΜΠ$^{i}$ was received on Day d, as measured at said Reverse Flow Exit Point:

a) Each Transmission User with a Natural Gas Quantity for delivery at the specific Entry Point according to its Confirmed Quantities, will be allocated the Natural Gas Delivery Quantity equivalent to its respective Confirmed Quantity.

In cases where the quantity of gas for Gas balancing or Operational Gas Offsetting is delivered to the NNGTS at the Entry Point in question, the Natural Gas Quantity for allocation is either derived from the Balancing Action(s) that took place, or calculated according to the provisions of article [59], respectively.

b) Each Transmission User with a Natural Gas Quantity for reception from the Entry Point (as Reverse Flow Exit Point) according to its Confirmed Quantities, will be allocated a Natural Gas Quantity by the Operator in accordance with the procedure of article [42], where $\text{ΜΠ}^{i}$ is the sum of the Natural Gas Quantity measured at that Entry Point on Day d and the sum of the Natural Gas Quantities allocated to Transmission Users, in accordance with the procedure in (ii)(a) above, and the sum of the Natural Gas Quantity allocated at that Entry Point for Gas balancing or Operational Gas Offsetting $\text{ΜΠ}^{i}$ $\text{ΜΠ}^{i}$ in accordance with paragraph [4], subparagraph (ii)(a) of this article.

5. The total Natural Gas Quantity ΜΠ$^{i}$, as measured at each Reverse Flow Exit/Entry Point, during Day d, and at which Natural Gas Quantities were confirmed for delivery and reception, according to the Confirmed Quantities of Transmission Users, is allocated by the Operator to each of the Transmission Users and Reverse Flow Exit/Entry Point, as follows:

i. In the event that at that Exit Point a total Natural Gas Quantity ΜΠ$^{i}$ was received on Day d, as measured at said Exit Point, (including the case of zero measurement):

a) Each Transmission User with a Natural Gas Quantity for delivery at that Exit Point, in accordance with its Confirmed Quantities, shall be allocated a Natural Gas Delivery Quantity equal to the respective Confirmed Quantity of the User.

b) Each Transmission User with Natural Gas Quantities for reception at that Exit Point according to its Confirmed Quantities, will be allocated a Natural Gas Quantity by the Operator in accordance with the procedure outlined in article [42], where $\text{ΜΠ}^{i}$ $\text{ΜΠ}^{i}$ is the sum of the Natural Gas Quantity measured at that Exit Point on Day d and the sum of the Natural Gas Quantities allocated to the Users as per subparagraph (i)(a).

ii. In the event that at that Exit Point a total Natural Gas Quantity ΜΠ$^{i}$ was delivered on Day d, as measured at said Reverse Flow Entry Point:

a) Each Transmission User with a Natural Gas Quantity for reception at the specific Entry Point according to its Confirmed Quantities, will be

allocated the Natural Gas Reception Quantity equivalent to its respective Confirmed Quantity.

b) Each Transmission User with Natural Gas Quantities for delivery to the Exit Point (as Reverse Flow Entry Point) according to its Confirmed Quantities, will be allocated a Natural Gas Quantity by the Operator as per the procedure outlined in article [42], where $\text{МП}^{i}$ $\text{МП}^{i}$ is the sum of the Natural Gas Quantity measured at that Exit Point on Day d and the sum of the Natural Gas Quantities allocated to Transmission Users, in accordance with the procedure outlined in subparagraph (ii)(a).

## Article 42[D]

## Allocation Methodology at Distribution Network Exit Points

1. By the third (3rd) business day of each Month, any Transmission User operating at a Exit Point to Distribution Network (DNEP) will present a nomination to the NNGS Operator indicating the Distribution Network Users that it has served downstream of the Distribution Network Exit Point during each Day of the immediately preceding Month.

2. During the Initial Allocation stage, the provisions of paragraph [3] of Article [43] of the Code shall apply.

3. By the fifth (5th) business Day of the Month (M+1), the NNGS Operator will issue to Distribution System Operators, the following information regarding the Distribution Network Exit Points from which it initiates the Distribution Network operated by each of them, in electronic and editable form, for each Day of the Month (M):

   (i) The total Natural Gas Quantity measured at Distribution Network Exit Points,

   (ii) the Transmission Users activated at a Distribution Network Exit Point in accordance with their Approved Transmission Service Applications, and

   (iii) for each of the Transmission Users, activated at a Distribution Network Exit Point, the Distribution Network Users they serviced.

4. By 10:00 hrs on the ninth (9th) working day of the Month (M+1), each Distribution System Operator will send the NNGTS Operator details of the Natural Gas Quantity corresponding to each of the Transmission Users (i) active at a Distribution Network Exit Point, for each Day (d) of Month (M), $Q_i^{d,\text{M}}$, based on the gas quantities allocated to Distribution Users serviced by each Transmission User. The allocation of these quantities will be carried out by each Distribution System Operator in accordance with the methodology defined in the Distribution Network Administration Code and will take into account in particular (a) the available measurements for the Distribution Network Final Customers, and (b) a coefficient for allocation of Unaccounted Natural Gas Quantity among Distribution Network Users, as defined in the Distribution Network Management Code, based on historical data, and in a manner that is objective, impartial and transparent. In the event that a Distribution System Operator does not send the Natural Gas Quantity that is assigned to a

Transmission User (i), this is considered to be zero. In each case and at each Distribution Network Exit Point, the sum of the Natural Gas Quantities assigned to the Transmission Users operating at the Distribution Network Exit Point should be equal to the Natural Gas Quantity measured in the Distribution Network Exit Point. If it is found that the sum of the quantities assigned to the Transmission Users is not equal to the measurement in the Distribution Network Exit Point, the NNGS Operator will notify the Distributor Network Operator(s) involved, who must send the Natural Gas Quantities, immediately and at the latest by the end of the ninth ($9^{th}$) working Day, for each Transmission User so that they can be accounted for in the measurements at the Distribution Network Exit Point (DNEP). Communication between the NNGS Operator and the Distribution System Operators will be carried out by fax or e-mail.

5. By the tenth ($10^{th}$) working day of the Month (M+1), the NNGS Operator will prepare the Final Allocation for each Transmission User and for each Exit Point to Distribution Network, considering the Transmission User (i) Reception Amount on Day (d), which will be the Natural Gas Quantity $Q_i^{d,\mathrm{M}}$ provided to the NNGS Operator by the Distribution System Operator for the specific Day, according to the preceding paragraph.

   In the event that for any reason the sum of the Natural Gas Quantities $Q_i^{d,\mathrm{M}}$ as ultimately provided by the Distribution System Operator for that Day in accordance with paragraph 4 is not equal to the measurement at the Distribution Network Exit Point, then the Reception Quantity of each Transmission User (i) activated at the Distribution Network Exit Point on Day (d) $Q_i^{d,M}$ will be calculated by the NNGS Operator in proportion to the measured Natural Gas Quantity and the Confirmed Quantity of each Transmission User as described in articles [42] and [43] of the Network Code.

6. If for any Day (d) the sum of the Natural Gas Quantities sent by the Distribution System Operator is zero, the allocation of the measured quantity at the Distribution Network Exit Point, as described in the relevant provisions of Chapter [7] of the Network Code, is applied in proportion to the Confirmed Quantities of Users.

7. Reallocation agreements such as those provided for in paragraph [5] of Article [43] of the Code may not be concluded between Transmission Users who receive quantities of natural gas at a Distribution Network Exit Point.

## Article 43
## Allocation Procedure

1. By 14:00 hrs on Day d+1, the Operator sents, via the Electronic Information System, to the Transmission Users with an Approved Application for Firm Services or Interruptible Services or an Approved Application for access to the VTP valid for the Day d, , the results of the Indicative Allocation in accordance with template “Indicative Allocation of Natural Gas Quantities”, which is published on the Operator’s website.

2. The Indicative Allocation of Natural Gas Quantities includes in particular the following information for each Transmission User:

   A) The Natural Gas Quantity that the Transmission User was to deliver per Entry Point, per Reverse Flow Entry Point and to receive per Exit Point, per Reverse Flow Exit Point according to its Confirmed Quantities.

   B) The Natural Gas Quantity, measured per Point and Exit Point (Measured Quantity per Point).

   C) The sum of the Natural Gas Quantities that the Transmission Users were to deliver per Entry Point/Reverse Flow Entry Point and to receive per Exit Point/Reverse Flow Exit Point according to its Confirmed Quantities.

   D) The Natural Gas Quantity allocated to the Transmission User per Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit Point included in the Approved Applications for Firm Service, Approved Applications for Interruptible Services, signed with the Operator (Allocated User Quantity).

   E) The difference between the Confirmed and Allocated User's Quantity.

   F) The Natural Gas Quantity delivered by the Transmission User to all Entry Points, Reverse Flow Entry Points where it is active.

   G) The Natural Gas Quantity received by the Transmission User at all Exit Points, Reverse Flow Exit Points where it is active.

   H) The Natural Gas Quantity disposed and the Natural Gas Quantity acquired by the User via the corresponding transaction at the VTP, in accordance with its Confirmed Acquisition and Disposal Quantities, respectively.

   For the calculation of the Operator does not take into consideration any metering faults, as these are determined according to the provisions of the NNGS Metering Regulation.

3. By the fifth ($5^{th}$) working Day of each Month, the Operator will issue, via the Electronic Information System, to each Transmission User and for each Day of the immediately preceding Month for which there is a valid Approved Firm Service Application, Approved Interruptible Service Application, Approved Application for Access to the VTP the Initial Allocation, according to the template "Initial Allocation of Natural Gas Quantities", which is published on the Operator's website and includes, in particular, the information as per paragraph [2] of this Article. The calculation of Initial Allocation is performed according to the methodology of articles [42] and [$42^{C}$]. In this case magnitude ΜΠ refers to the total Quantity of Natural Gas that was measured at the Entry or Exit Point on each Day of the Month in question, and was verified according to the provisions of the NNGS Metering Regulation.

4. By the seventh ($7^{th}$) working Day of each Month, Transmission Users may submit justified objections to the Initial Allocation of any Day of the immediately preceding Month to the Operator. These objections are also accompanied by the relevant documentary proof.

5. The Transmission Users served by specific Exit Point, excluding Distribution Network Exit Points, pursuant to the provisions of Article [$42^{D}$], may agree, for a given Day, on a quantities allocation different to the Initial Allocation for this

point. This agreement is established in writing and is communicated to the Operator by the ninth ($9^{th}$) Day of each Month. The Operator accepts the allocation proposed by the Transmission Users provided that:

A) The total Quantity of Natural Gas (ΜΠ) which was measured at the given Exit Point on the particular Day is allocated.

B) The proposed allocation is not detrimental to, and does not constitute discrimination against, the rest of the Users and does not negatively influence the operation of the NNGS.

6. The Operator calculates the Final Allocation taking into consideration the Initial Allocation, any objections from Transmission Users on the Initial Allocation, and any eventual agreements by Transmission Users for a different allocation, according to the provision of the previous paragraph, as well as the provisions of article [$42^{D}$]. By the tenth ($10^{th}$) working Day of each Month, the Operator shall issue, via the Electronic Information System, to each Transmission User and for each Day of the immediately preceding Month for which there is a valid Approved Firm Service Application, Approved Interruptible Service Application, Approved Application for Access to the VTP the Final Allocation, according to the template 'Final Allocation of Natural Gas Quantities", which is published on the Operator's website and includes, in particular, the information as per paragraph [2] of this Article. The Operator does not bear any responsibility with regards to the acceptance or non-acceptance of the Final Allocation which may be different from the Initial Allocation of any User.

7. The Daily Delivery of the Transmission User shall be the sum of Natural Gas Quantities which, in accordance with the Final Allocation for a Day, have been delivered to the NNGTS by a Transmission User at all Entry Points/Reverse Flow Entry Points and the total of Natural Gas Quantities acquired by said User from other Transmission Users or from the Operator for Gas balancing according to its Confirmed Acquisition Quantities. The Daily Reception of the Transmission User shall be the sum of Natural Gas Quantities which, in accordance with the Final Allocation for a Day, have been received by a Transmission User from all Exit Points/Reverse Flow Exit Points and the total of Natural Gas Quantities disposed by said User to other Transmission Users or to the Operator for Gas balancing and Operational Gas offsetting according to its Confirmed Acquisition Quantities.

8. The sum of the Natural Gas Quantities which according to the Final Allocation for one Day are delivered to NNGTS by a Transmission User at the total of all Entry Points and Reverse Flow Entry Points at which it operates and of the Natural Gas Quantities, which according to the Final Allocation for a Day, are received by the Transmission User at all Exit Points and Reverse Flow Exit Points where it operates is the Transmission User's Total Transmitted Natural Gas Quantity. The residual of the Total Transmitted Natural Gas Quantity of the Transmission User and the Quantity of Natural Gas, which, according to the Final Allocation of the same Day, is delivered to the NNGTS through the Coupled Transmission Capacity for Delivery and received by the Transmission User through the Coupled Transmission Capacity for Reception in all the Pair of Coupled Points is activated forms the Transmitted Natural Gas Quantity of the Transmission User.

# CHAPTER 8

# GAS BALANCING

## Article 44
## General principles

1. The Balancing Zone of the provision of paragraph 1 of Article 3 of Regulation (EU) No 312/2014 shall be the NNGTS.
2. Each Transmission User shall be responsible for balancing Daily Delivery with Daily Reception, as they are set pursuant to the provisions of Chapter [7] on a Daily basis, so as to minimize the need for the Operator to undertake Balancing Actions. In balancing Daily Delivery with Daily Reception, Transmission Users may submit Daily Nominations, Daily Renominations and Daily Trade Notifications, under the specific terms and conditions of the Network Code and the Transmission Agreement which they have signed with the Operator.
3. The Operator shall undertake Balancing Actions in order to maintain the NNGTS within its operational limits and in order to ensure that the Natural Gas reserves inside the NNGTS (linepack) at the end of a Day are different from those expected for that Day, based on the estimated injections and off-takes of Natural Gas, in pursuance with the effictive and cost-efficient operation of the NNGTS. Balancing Actions shall be undertaken by the Operator in such a way as to ensure the reliable, safe and efficient operation of the NNGTS, without discrimination between Transmission Users.
4. The Operator shall pass on to Transmission Users all expenditures and revenues resulting by the Gas Balancing of the NNGTS, through the procedure for the financial balancing of the special Balancing Settlement Account that it keeps, pursuant to the provisions of Article [56] of the Network Code.

## Article 44$^{A}$
## Balancing Actions

1. Before undertaking a Balancing Action, the Operator shall take into consideration especially the pressure of the NNTGS at any given time, the possibility of storing Natural Gas in the NNGTS, the estimated demand for Natural Gas, the most recent data regarding the Confirmed Quantities of Transmission Users and the most recent metering data.
2. The Operator shall undertake Balancing Actions through:
   A) The purchase and sale of Balancing Gas in the form of Short-term Standardized Products, and/or
   B) the use of Balancing Services.
3. The purchase and sale of Short-term Standardized Products by the Operator takes place through auctions, pursuant to the provisions of Article [44$^{B}$].

4. The Operator shall make use of Balancing Services in accordance with the procedure described in the provisions of Articles [46] and [47].

5. The Operator shall undertake Balancing Actions taking into consideration the merit order and the other terms, conditions and limitations of the provisions of paragraphs 1 and 2 of Article 9 of Regulation (EU) No 312/2014. The Operator shall use Balancing Services through the agreements it has concluded pursuant to the provisions of Article [47] if:

   A) It has not been possible to purchase/sell the required Balancing Gas Quantity through Short-term Standardized products, and/or,

   B) upon assessment, it is not probable that it will purchase/sell the required Balancing Gas Quantity through Short-term Standardized products, and/or

   C) said products will not or are not likely to provide, upon its assessment, the response necessary to keep the Transmission System within its operational limits, and/or

   D) because of an urgent need to cover the safe, cost-efficient and effective operation of the NNGS, it is not possible to conduct an auction.

   In that case, the Operator shall prioritize the use of agreements which, for the same Balancing Services, are the most cost-efficient for the Operator in the purchase/sale of Natural Gas compared to those which, for the same Balancing Services, are the least cost-efficient for the Operator, on a case-by-case basis, regardless of the term of such agreements.

6. The Operator maintains a record and informs the Transmission Users through the Electronic Information System for each Balancing Action to which is proceeded, with detailed information on the reasons they considered the Action in question necessary, its nature, the Natural Gas Quantity concerned, as well as the cost/revenue, immediately after this information becomes available and, in any case, with the monthly balancing settlement according to Article [55].

7. The Operator publishes a detailed report on an annual basis regarding the operation of the NNGS, compiled in accordance with the provisions of Article [68][2](g) of the Law, containing data on the cost/revenue, frequency and quantity of the Balancing Actions undertaken.

## Article 44[B]

## Auctions of Short-term Standardized Products

1. Auctions for the purchase and sale of Short-term Standardized Products by the Operator shall be carried out on the Balancing Platform of the Operator.

2. Transmission Users may participate in the auctions in accordance with the specific terms and conditions set out in the Gas Balancing Manual.

3. The auction shall be announced by the Operator on the Electronic Information System during the Day before, or on the Day, when it is necessary to purchase or sell Balancing Gas, in accordance with the specific provisions of the Gas Balancing Manual. The Operator's announcement shall specify the following, as a minimum:

A) Whether the auction regards the purchase or sale of a Short-term Standardized Product.

B) The Quantity to be auctioned.

C) The type of Short-term Standardized Product to be auctioned.

D) The deadline for the submission of bids by the Transmission Users, which may not be shorter than thirty (30) minutes from the time the auction was announced.

E) Any upper and/or lower unit price limits for the bids to be submitted.

4. The Operator may organize auctions for both the purchase and sale of Balancing Gas for the same Day.

5. Balancing Gas shall be purchased by the Transmission Users who participate in the relevant auction and who have bid the lowest unit price, until the required Quantity of Balancing Gas, in accordance with the auction announcement, has been fulfilled. Balancing Gas shall be sold to the Transmission Users who participate in the relevant auction and who have bid the highest unit price, until the Quantity of Balancing Gas offered has been fulfilled.

6. At the end of each auction for the purchase and sale of Balancing Gas, the Operator shall announce the results of the auction to the Transmission Users with successful bids. The announcement by the Operator of the end of each auction shall conclude the purchase or sale of Balancing Gas, as applicable, between the Transmission Users with successful bids and the Operator. The price owed by the vendor to the buyer shall be credited as set out in Article 531 of the Civil Code and shall be paid in accordance with the procedure of paragraphs [8] and [9] of this Article.

7. At the end of each auction, the Operator shall publish, on behalf of each Transmission User with successful bids, a Daily Trade Notification, pursuant to the specific provisions of Article [$29^{A}$]. The Daily Trade Notification shall include the data stipulated by Article [$29^{A}$], where:

A) The Day of the transaction shall be the Day, for which the Short-term Standardized Product has been auctioned.

B) The Natural Gas Quantity which forms the subject of the transaction shall be the total Balancing Gas Quantity that was purchased from or sold to the Transmission User at the auction, regardless of whether said Quantity is split between one or more succesfull bids by the Transmission User, during the said auction.

C) The Daily Trade Notification shall be deemed to pertain:

(i) to disposal of the aforementioned Quantity, in the event that the auction related to the sale of Balancing Gas by the Transmission User to the Operator

(ii) to acquisition of the aforementioned Quantity, in the event that the auction related to the sale of Balancing Gas by the Operator to the Transmission User.

8. In the event of purchase of Balancing Gas by the Operator, the Transmission User with successful bids are credited with an amount which, for each succesfull bid at the auction, will be calculated as the product of the Quantity of the successful bid multiplied by the unit price of the relevant bid. The related amounts during one

Month are settled with the monthly balancing settlement procedure, pursuant to the provisions of Article [55].

9. In the event of sale of Balancing Gas by the Operator, the Transmission User with successful bids are debited with an amount which, for each succesfull bid at the auction, will be calculated as the product of the Quantity of the successful bid multiplied by the unit price of the relevant bid. The related amounts are settled with the monthly balancing settlement procedure, pursuant to the provisions of Article [55].

10. In the case of a Quantity of Balancing Gas purchased by the Operator from a User, the Transmission User shall be obliged to ensure that the corresponding Natural Gas Quantity is delivered to the NNGTS by physical means, either through an increase in the deliveries of Natural Gas without a simultaneous reduction in the receptions of Natural Gas, or through a reduction in the reception of Natural Gas without a simultaneous increase in the deliveries of Natural Gas. In the case of a Quantity of Balancing Gas selled by the Operator to a User, the Transmission User shall be obliged to ensure that the corresponding Natural Gas Quantity is received by the NNGTS by physical means, either through a reduction in the deliveries of Natural Gas without a simultaneous reduction in the receptions of Natural Gas, or through an increase in the reception of Natural Gas without a simultaneous increase in the deliveries of Natural Gas. The Transmission User must abstain from all actions which negate the due performance of the obligation of delivery or reception, as applicable, by physical means of the Quantity of Balancing Gas that formed the subject of a transaction pursuant to this Article. The Transmission User shall remain exclusively liable vis-a-vis the Operator for the fulfillment of the aforementioned obligation. In case this obligation is breached, and if the Transmission User does not prove the fulfillment of the delivery or reception of the corresponding Quantity of Natural Gas to the NNGTS, a penalty equal to the Charge for Non Delivery/Reception of Balancing Gas, pursuant to the specific provisions of paragraph [11] shall be imposed .

11. Upon written request by the Operator, each Transmission User with successful bids in an auction for the purchase or sale of Balancing Gas pursuant to the provisions of this Article, must provide, within a deadline to be set by the Operator, and which may not be shorter than three (3) working days, documentation relating to the delivery or reception, as applicable, of the corresponding Quantity of Natural Gas to the NNGTS, in accordance with the characteristics of the relevant Short-term Standardized Product. The Operator's request shall be communicated to the Regulatory Authority for Energy. In the event that the Transmission User does not reply within the deadline or does not prove, at the Operator's discretion, that it undertook the necessary actions for all or part of the Quantity of Balancing Gas mentioned in said request by the Operator, the Operator shall charge the Transmission User with a Charge for Non Delivery/Reception of Balancing Gas which shall be calculated as the product of the Quantity of Balancing Gas that was not delivered to/received from the NNGTS multiplied by the Unit Charge for Non Delivery/Reception of Balancing Gas. The Unit Price for Non Delivery/Reception of Balancing Gas, shall be calculated at two hundred percent (200%) of the Balancing Gas Marginal Buy Price for the relevant Day, as it is calculated pursuant to the provisions of Article [$53^{A}$].

12. The Operator may conduct a "Market-maker" tender , for the selection of the Transmission Users who will be compensated in order, for a specific period of time, to submit bids, for the purchase or sale of Natural Gas, as applicable, to the Balancing Platform, following each announcement of an auction by the Operator. The terms and conditions for participating in the tender, the criteria by which the successful bidders will be selected, the time period for the provision of the service, the minimal Quantity of Natural Gas with which the successful tenderers must participate in each auction and all relevant details shall be set out in the related invitation to be published by the Operator.
13. The characteristics of the Short-term Standardized Products to be used by the Operator for the purchase and sale of Balancing Gas, the number of auctions that the Operator may conduct during a Day, the type of Short-term Balancing Products to be auctioned each time, the procedure for the announcement and organization of the related auctions, the methodology for the calculation of the highest and/or lowest unit price of the bids that have been submitted to the Balancing Platform and all other related details shall be set out in the Gas Balancing Manual.

## Article 45

## Article 46

## Annual Gas Balancing Planning

1. By the 1st of May of each Year, the Operator shall submit to the RAE an Annual Gas Balancing Plan for the next Year, which, as well as each modification thereof, shall be approved by the RAE and published at the Operator's responsibility.
2. The Annual Gas Balancing Planning shall specifically include:
   A) The Operator's forecast for the evolution of the demand in Natural Gas per category of Customers in relation to the existing Transmission Capacity of the Transmission System,
   B) a forecast regarding the necessary Quantities of Balancing Gas, such as the total annual Quantity of Balancing Gas for purchase and/or sale, its estimated allocation during the Year, as well as an estimation for the part of said Quantity that is expected to be covered through the use of Balancing Services,
   C) a determination of the necessary characteristics of the agreement or combination of agreements that the Operator must conclude, at its discretion, to procure Balancing Services,
   D) an estimate regarding the part of the NNGS Capacity which may be used by the Operator for Gas Balancing.
3. For planning purposes, the Operator will take into particular consideration the NNGS Development Plan, the total demand for natural gas serviced via the NNGTS, the geographical distribution of consumption, the elimination of technical limitations affecting the operation of the System and, especially, any event that has led, or may lead, in its estimation, to congestion or Emergency Level Crises, the

maintenance requirements of sections of the NNGS, the existing Gasification Capacity and Transmission Capacity at Entry and Exit Points , relevant historical data, as well as the criteria of the provision of paragraph 2 of Article 8 of Regulation (EU) No 312/2014.

## Article 47

## Gas Balancing Agreements

1. The Operator may enter into Agreements for the Provision of Balancing Services with Users or third parties for the supply and delivery to the NNGS or the sale and receipt from it of Natural Gas Quantities, within the framework of the carrying out of Balancing Actions by the Operator (Balancing Services Agreements).
2. The Balancing Services Agreements are concluded following approval by the RAE of the Annual Gas Balancing Planning, either following a relevant tender conducted by the Operator, or according to the provision of paragraph [1] of Article 91 of the Law.
3. The Balancing Services Agreements will mainly set out the following:
   A) The rights and obligations of the contracting parties,
   B) the terms and conditions for the delivery of Natural Gas to the NNGS or reception of Natural Gas from the NNGS, as applicable, in accordance with the Operator's instructions,
   C) the price to be paid by the Operator or its counter-party, on a case-by-case basis, for the Quantity of Natural Gas that they will receive in accordance with the terms of the Agreement.
4. The Balancing Services Agreements that relate to the supply and delivery of Natural Gas Quantities to the NNGS or to the sale and reception from the NNGS may stipulate the payment by the Operator to the counter-party of the unit price applied to the Natural Gas Quantity that is delivered to the NNGS and which may be modified regularly during the Year, as well as a fixed price, payable once or in installments, which corresponds to the fixed expenses of the counter-party for the availability of natural gas for Balancing, according to the terms of the Agreement.
5. At the latest within thirty (60) days from the signature of the Balancing Services Agreements, the Operator shall submit to the RAE:
   A) Copies of the aforementioned Agreements.
   B) The parameters entering the definition of the unit price, according to the Balancing Services Agreement, as well as the methodology for regular readjustment thereof during the year, provided this applies, as well as any other unit charge applicable to the Natural Gas Quantity delivered to the NNGS under the Agreement.
   C) Data regarding the fixed price, as well as any other fixed charge that the Operator may pay to its counter-party in accordance with the Agreement.
   D) An estimation of the cost for the usage by the Operator of the NNGTS or of an LNG Facility or of a Storage Facility of the NNGS for Gas Balancing purposes.

6. Balancing Services Agreements may have a duration of more than one (1) year, if this is stipulated by an approved Annual Gas Balancing Planning. In that case, the Operator submits to RAE any modification of the elements of paragraph [5] above, at the latest two (2) Months prior to the beginning of the Year to which such elements refer.

7. Within thirty (30) days from the date of submission of the data, RAE shall decide on the approval of the prices of the parameters which are used in the calculation of the unit price and of the fixed price, if any.

8. Each expenditure or revenue of the Operator from Balancing Services Agreements, as well as the cost of use by the Operator of the NNGTS or of an LNG Facility or NNGS Storage Facility for Gas balancing as calculated pursuant to the provisions of Article [48], as resulted from the Operator's official accounting records for each reporting period, shall be entered in the Balancing Settlement Account kept by the Operator pursuant to the provisions of Article [56].

## Article 48

## Cost of use of the NNGS for gas balancing

1. Every Day (d) during which the Operator injects a Natural Gas Quantity into the NNGTS as a result of of Balancing Actions, the Operator shall calculate the daily cost of use of the NNGS for Gas balancing (Daily NNGS Usage Cost) as follows:

   A) If the Natural Gas Quantity that was injected into the NNGTS through an LNG Facility and/or one or more Entry Points of the NNGTS, as applicable, is lower or equal to the available Gasification Capacity of the LNG Facility and/or the Transmission Capacity for Delivery of the NNGTS Entry Points, respectively, on Day (d), the NNGS Usage Cost shall be calculated as the sum of:

      i) The charge for the booking of Gasification Capacity at the LNG Facility and/or Transmission Capacity for Delivery at said NNGTS Entry Points, as applicable, for a duration of one Day and volume equal to the total Natural Gas Quantity which was injected into the NNGTS by the Operator through the LNG Facility and/or the NNGTS Entry Points, respectively, during Day (d). The charge shall be calculated in accordance with the NNGS Usage Tariff that is valid at any given time, and

      (ii) The charge for the gasification and/or transmission of the Natural Gas Quantity that was injected into the NNGTS by the Operator through the LNG Facility and/or the NNGTS Entry Points, as applicable, during the Day (d), in accordance with the NNGS Usage Tariff that is valid at the time the Balancing Action took place.

   B) If the Natural Gas Quantity that was injected into the NNGTS through an LNG Facility and/or one or more NNGTS Entry Points, as applicable, is higher than the available Gasification Capacity and/or the Transmission Capacity for Delivery of the NNGTS Entry Points, respectively, during the Day (d), the Daily NNGS Usage Cost shall be calculated as the sum of:

i) The charge for the booking of Gasification Capacity at the LNG Facility and/or Transmission Capacity for Delivery at said NNGTS Entry Points, as applicable, for the duration of one Day and for volume equal to the available Gasification Capacity of the LNG Facility and/or the Transmission Capacity for Delivery of the NNGTS Entry Points, respectively, during Day (d). The charge shall be calculated in accordance with the NNGS Usage Tariff that is valid at the time the Balancing Action took place, and

(ii) The charge for the gasification and/or transmission of the Natural Gas Quantity that was injected into the NNGTS by the Operator through the LNG Facility and/or the NNGTS Entry Points, as applicable, during the Day (d), in accordance with the NNGS Usage Tariff that is valid at the time the Balancing Action took place

2. The Daily NNGS Usage Cost for each Day (d) shall be accounted in the Balancing Settlement Account at the end of the Month the Day (d) belongs.

## Article 49

## Article 50

## Daily Imbalance Position of a User

1. The Daily Imbalance Position of a Transmission User (DIP) is calculated for each Day, according to the following formula:

DIP = $Q_{\Pi} - Q_{A}$ - $\sum_{j=1}^{j=jt} H\Delta\Pi Z_j$

Where:

$Q_{\Pi}$: The Daily Delivery of the User.

$Q_{A}$: The Daily Reception of the User.

where:

$H\Delta\Pi Z,j$: $Q\Pi\Sigma,j - QA\Sigma,j$ The Daily Quantity Residual of a Pair of Coupled Points j, where:

$Q_{\Pi\Sigma,j:}$ The Quantity of Natural Gas delivered from the Transmission User through the Coupled Transmission Capacity for Delivery of the Pair of Coupled Points j on the said Day according to the Final Allocation of that Day, and

$Q_{A\Sigma,j:}$ The Quantity of Natural Gas received from the Transmission User through the Coupled Transmission Capacity for Reception of the Pair of Coupled Points j on the said Day according to the Final Allocation of that Day.

$\sum_{j=1}^{j=jt} H\Delta\Pi Z_j$ : The sum of the Daily Quantity Residuals of all the Pairs of Points (number:jt) on the said Day.

2. The Daily Imbalance Position is considered positive (Daily Surplus) when the Daily Delivery of the Transmission User, after the substraction of the Daily Quantity delivered by the Transmission User through the CoupledTransmission Capacity for Delivery in the Pair of Coupled Points, is greater than the Daily Reception, and

negative (Daily Deficit) when the Daily Delivery of the Transmission User is smaller than the Daily Reception, after the substraction of the Daily Quantity received by the Transmission User through the Coupled Transmission Capacity for Reception in the Pair of Coupled Points.

3. The Operator, at the stage of Indicative Allocation, informs the Transmission Users on their estimated Daily Imbalance Position and the Daily Quantity Residual of each Pair of Coupled Points .

## Article 51

## Day of Eventual Limitation of Deliveries/Receptions

1. In the event where:

   A) During Day (d) the difference between the Quantity of Natural Gas to be delivered to Entry Points/Reverse Flow Exit Points of the NNGTS and the Quantity of Natural Gas to be received at Exit Points/Reverse Flow Entry Points of the NNGTS, until the end of the Day in question, is positive/negative, and

   B) the Operator justifiably considers that difference mentioned under point (A) above impacts or is expected to impact on the reliable, safe and effective operation of the NNGTS and/or the transmission of the Confirmed Quantities of Transmission Users,

   the Operator shall declare Day (d) as Day of Eventual Limitation of Deliveries/Receptions and shall make a relevant announcement on the Electronic Information System, announcing, at the same time, whether the aforementioned difference is positive or negative.

2. The following shall apply to every Day of Eventual Limitation of Deliveries/Receptions (d):

   A) If the difference mentioned under point (A) of paragraph [1] is positive,

   the settlement price of the Positive TDIP of Transmission Users shall be considered to be half the Balancing Gas Marginal Sell Price , as it is calculated pursuant to the provisions of Article [$53^{A}$].

   B) If the difference mentioned under point (A) of paragraph [4] is negative,

   the settlement price of the Negative TDIP of Transmission Users shall be considered to be double the Marginal Balancing Gas Buy Price, as it is calculated pursuant to the provisions of Article [$53^{A}$].

## Article 52

## Daily Settlement of Negative Total Daily Imbalance Position

1. Every Day the Operator calculates, the Negative Total Negative Imbalance Position (Negative TDIP) of Transmission Users as :

$$\min(DIP, 0) + \sum_{j=1}^{j=jt} \min(HZ\Pi\Delta_j, 0)$$

2. Under the Daily Settlement of Negative Total Daily Imbalance Position, the Operator shall debit the Balancing Account of the Transmission User with an amount equal to:

Daily Charge = $\left[|\min(DIP0)| + \sum_{j=1}^{j=jt} \left|\min(HZ\Pi\Delta_j, 0)\right|\right] * \text{BGMBP}$

Where:

BGMBP The Balancing Gas Marginal Buy Price for the relevant Day, as defined in Article [53$^{A}$].

DIP, HΔΠZj and jt as described in article 50.

## Article 53

## Daily Settlement of Positive Total Daily Imbalance Position

1. Every Day the Operator calculates, the Positive Total Negative Imbalance Position (Positive TDIP) as is resulted from the sum:

$$\max(DIP, 0) + \sum_{j=1}^{j=jt} \max(HZ\Pi\Delta_j, 0)$$

2. Under the Daily Settlement of Positive Total Daily Imbalance Position, the Operator shall credit the Balancing Account of the Transmission User with an amount equal to:

Daily Credit = $\left[\max(DIP, 0) + \sum_{j=1}^{j=jt} \max(HZ\Pi\Delta_j, 0)\right] * \text{BGMSP}$

Where:

BGMSP: The Balancing Gas Marginal Sell Price for the Day in question, as defined in Article [53$^{A}$].

DIP, HΔΠZj and jt as described in article 50.

## Article 53[A]

## Total DIP Settlement Price

1. For the settlement of a negative Total DIP of the Transmission User, pursuant to the provisions of Article [52],

   the Balancing Gas Marginal Buy Price (BGMBP) shall apply.

2. For the settlement of a positive Total DIP of the Transmission User, pursuant to the provisions of Article [53],

   the Balancing Gas Marginal Sell Price (BGMSP) shall apply.

3. The Balancing Gas Marginal Buy Price for a Day (d), in Euros per kWh GCV, shall be set as the highest between the following values:

   A) Of the highest Natural Gas succesfull sell bid unit price submitted to the Balancing Platform, in all the auctions conducted by the Operator for the purchase of Balancing Gas for the Day (d), and

   B) Of the Balancing Gas Reference Price for the Day (d), in Euros per kWh GCV, plus the small adjustment stipulated by the provisions of Article 22 of Regulation (EU) No 312/2014.

4. The Balancing Gas Marginal Sell Price for a Day (d), in Euros per kWh GCV, shall be set as the lowest between the following values:

   A) Of the lowest Natural Gas succesfull buy bid unit price submitted to the Balancing Platform, in all the auctions conducted by the Operator for the sale of Balancing Gas for the Day (d), and

   B) The Balancing Gas Reference Price for the Day (d), in Euros per kWh GCV, less the small adjustment stipulated by the provisions of Article 22 of Regulation (EU) No 312/2014.

5. The Balancing Gas Reference Price for a Day (d) shall be set as the daily price for the delivery of Natural Gas during the Day (d) of a Natural Gas market or the arithmetic average of the daily prices for the delivery of Natural Gas during the Day (d) of a group of Natural Gas markets in the European Union, which are characterized by increased transaction liquidity.

6. In the event that in one Day (d):

   A) There were no auctions for the purchase or sale of Balancing Gas, or

   B) There were auctions for the purchase or sale of Balancing Gas and no bids were submitted or the bids that were submitted were not accepted

   The following apply:

   ι) The calculation of the Balancing Gas Marginal Buy Price for Day (d), instead of the price mentioned under case (A) of paragraph [3], shall use the substitution price. The substitution price may vary depending on whether the conditions in case A) or case B) are met.

   B) The calculation of the Balancing Gas Marginal Sell Price for Day (d), instead of the price mentioned under case (A) of paragraph [4], shall use the

substitution price. The substitution price may vary depending on whether the conditions in case A) or case B) are met.

7. The methodology for the calculation of the Reference Balancing Gas Price, the substitution values used for the calculation of the BGMBP and BGMSP, the arithmetic value of the small adjustment of the provisions of Article 22 of Regulation (EU) No 312/2014 in the case of the determination of the BGMBP and in the case of the determination of the BGMSP, and all related details shall be set out in the Gas Balancing Manual and shall be published on the Operator's website.
8. Regarding each Day (d), the Operator shall calculate and announce:
   A) The Balancing Gas Reference Price and the value of each parameter that is used in its calculation, as soon as they become available.
   B) The Balancing Gas Marginal Buy Price (BGMBP) and the Balancing Gas Marginal Sell Price (BGMSP) and the value of each parameter that is used in their calculation, until 11:00 am of Day (d+1).
9. Where, for the calculation of units in the Network Code, it is foreseen to use the Balancing Gas Marginal Buy Price or the Balancing Gas Marginal Sell Price or the Balancing Gas Reference Price and if the relevant prices are not available during the time of the calculations, the Daily Balancing Gas Price during that Day will be used for each Day of the time period in question, instead of the aforementioned prices.

## Article 54

## Article 55
## Monthly Balancing Settlement

1. Each month, the Operator shall calculate the total of the debit or credit balance of the Transmission User as the algebraic sum of the User's Daily Charges and Daily Credits for each Day of the previous Month, as they are calculated pursuant to Article [52], [53]], respectively, of the charges and credits that result from the purchase and sale of Balancing Gas in which the Transmission User participated, pursuant to Article [44B].
2. The settlement of the debit or credit remainder of the Transmission User is performed by means of a neutrality charge invoice issued by the Operator each Month, according to the Transmission Agreement entered into by the Transmission User with the Operator. The Monthly Balancing Settlement Form is attached to the invoice sent to the Transmission User each month, as per the template published on the Operator's website.
3. The Monthly Balancing Settlement Form shall mention the Transmitted Quantity of the Transmission User for that Month,and for each Day of the Month, especially, the following data:
   A) The Daily Delivery of the Transmission User.
   B) The Daily Reception of the Transmission User.

C) The User's Daily Imbalance Position (DIP), and the summary of the of Daily Quantity Residuals of the Pair of Coupled Points.

E) The relevant, on a case-by-case basis, settlement price of the Transmission User's DIP, pursuant to the provisions of Article [$53^{A}$].

F) The credit of the Transmission User for the sale of Balancing Gas to the Operator.

G) The charge of the Transmission User for the purchase of Balancing Gas from the Operator.

H) Any Charges for Non Delivery/Reception of Balancing Gas for the Day in question.

I) The total credit or debit amount of the Transmission User for the Day in question (neutrality charge).

## Article 56
## Balancing Settlement Account

1. The Operator keeps a separate financial account (Balancing Settlement Account), in which it debits all its expenditures ,as resulted from the Operator's official accounting records for the reporting period, that relate to balancing, especially including all expenditures that are the result of a Balancing Action or for the booking of Transmission Capacity/Gasification Capacity/Storage Capacity in the NNGS for Gas balancing or that arise from the Gas Balancing Agreements or of amounts it owes to Users from the procedure of the Daily Settlement of Positive Total Daily Imbalance Position and of the Monthly Balancing Settlement and shall credit all revenue related to Gas balancing, especially including all revenue that is the result of a Balancing Action or that arise from the Balancing Services Agreements or because of amounts it owed by the Users from the procedure of the Daily Settlement of Negative Total Daily Imbalance Position and of the Monthly Balancing Settlement. Said Account includes also special Balancing Settlement Accounts for each User containing the debits and credits corresponding to that User. The Balancing Settlement Account is recorded as an expense and each User's debt to the Operator related to Gas Balancing, where the User, in its capacity as a natural or legal person, is subject to dissolution, bankruptcy, liquidation, special administration, default, and in case of revocation of the authorization for the establishment of the same or other authorization required to lawfully carry on its business activity and if this debt was deleted from the financial statements of the company as a receivable. The amount entered in the Balancing Settlement Account is the difference between the User's initial Gas Balancing Account and the amount received in any way by the Operator from the User. The said amount is divided equally into twelve (12) parts; each part shall be entered each month in the Balancing Settlement Account as an expenditure, starting with the Month immediately following the Month in which the debt was deleted from the financial statements of the company as a receivable.
2. The cost for the usage by the Operator of the NNGTS, or an LNG Facility, or a Storage Facility for Gas Balancing shall be debited to the Balancing Settlement

Account as an expenditure and it shall be credited, via suitable accountant entries, as a revenue in the corresponding Basic Activity account kept by the Operator.

3. The Balancing Settlement Account should be balanced at the end of each Month, and on an annual basis as an individual branch of activity of the separate financial statements of the Operator for each reporting period, and cannot introduce profit or loss. To this effect, the net balance of said Account shall be balanced with additional credit or debit to the Transmission Users, in proportion to the total Transmitted Quantity of each Transmission User during the Month.

4. At the request of the RAE to the Operator, the Operator shall commission an independent auditor or audit firm, which is registered in the Public Registry of Auditors held by the Accounting and Auditing Supervisory Commission, to audit the Balancing Settlement Account and especially:

   A) The Operator's Gas Balancing actions.

   B) the charges for the Operator's expenditure of any kind, that results from a Balancing Action and for the booking of Transportation Capacity/Gasification Capacity/Storage Capacity in the NNGS for gas balancing purposes.

   C) information collected by the Operator for the preparation of the Monthly Balancing Settlement forms sent to Transmission Users under Article [55].

   D) amounts received by the Operator from the Transmission Users via the Monthly Balancing Settlement.

When the data has been examined and the audit of the special Balancing Settlement Account is complete the independent auditor or audit firm shall prepare an Audit Report on the Balancing Settlement Account on behalf of the Operator and shall communicate this to RAE. A Summary of Audit Report shall be available on the Operator's website for Transmission Users' information.

# CHAPTER 8[A]
# OPERATIONAL GAS OFFSETTING

## Article 56[A]
## Operator's Responsibility for Operational Gas Offsetting

1. Operational Gas, for a given period of time, is defined as the Natural Gas Quantity calculated as the sum of a) the Natural Gas Quantity consumed during operation of the NNGTS within a particular time period (Own-consumption of Natural Gas), and b) the Natural Gas Quantity naturally lost during operation of the NNGTS over the specific time period, particularly due to leaks in metering and pressure adjustment devices (Natural Losses of Natural Gas).
2. The Operator is responsible for offsetting Operational Gas in the NNGTS. Natural Gas injections that the Operator undertakes in order to offset Operational Gas are not considered as Balancing Actions.
3. Within the framework of its responsibilities, the Operator makes every effort to minimise Operational Gas needs.

## Article 56[B]
## Annual Operational Gas offsetting planning

1. By 1st May of each Year, the Operator will submit to the RAE:
   A) A Study of Operational Gas Offsetting for the next Year, which, as well as each modification thereof, will be approved by the RAE and published at the Operator's responsibility.
   B) Proposal with regard to the NNGS capacity booked by the Operator for Operational Gas offsetting, as per the provisions of Article 71(3) of the Law.
2. The Operational Gas offsetting Study of the NNGTS shall include:
   A) the methodology for the calculation of Operational Gas in the Transmission System and, especially, of Natural Losses,
   B) a forecast regarding the necessary Natural Gas Quantities that will be required in the following Year to offset Operational Gas, and
   C) a determination of the necessary characteristics of the Agreement or combination of Operational Gas offsetting Agreements that the Operator must conclude.
3. For conduct of the Operational Gas offsetting Study, the Operator takes into particular consideration the international practices and methodologies for determination of losses in Natural Gas Systems, the loss coefficients per type of equipment, natural gas consumption per type of equipment used for the operation of the NNGTS, and the NNGTS Maintenance Plans.

## Article 57
## Operational Gas Offsetting Agreements

1. The Operator may enter one or more agreements for the supply and delivery of Operational Gas to the NNGTS (Operational Gas Offsetting Agreements). These agreements are entered either after a relevant tender carried out by the Operator or according to the provision of paragraph [1], article 91 of the Law.
2. The supply of a Quantity of Natural Gas for Operational Gas offsetting shall be effected by a Balancing Services Agreement that is concluded pursuant to the provisions of Article [47]. In this case, the Natural Gas Quantities supplied by the Operator for Gas Balancing and Operational Gas offsetting, as well as the corresponding price are entered clearly in the Balancing Services Agreement.
3. The Operator submits to RAE copies of the Operational Gas Offsetting Agreements, at the latest within sixty (60) days from their signature.
4. Operational Gas offsetting Agreements may be valid for more than one (1) year, if this is foreseen in an approved Operational Gas offsetting Study. In that case, the Operator submits to RAE any modification of the elements of paragraph [3] above, at the latest two (2) Months prior to the beginning of the Year to which such elements refer.

## Article 58
## Operational Gas Offsetting cost

1. In case that the cost of Operational Gas Offsetting of NNGTS has already been included as an operational expense of the Operator, in the NNGS Usage Tariff, then the Operator does not charge the Transmission Users for the recuperation of this cost.
2. In case that the Operational Gas offsettng cost of the NNGTS, as resulted from the Operator's official accounting records for each reporting period, has not been included, as an operational expense of the Operator, in the NNGS Usage Tariff, this cost shall be recovered from the Transmission Users and the following shall apply:
    A) The cost for the procurement of Natural Gas for offsetting Operational Gas shall be recovered from the Transmission Users through the Operational Gas offsetting Charge, pursuant to Article [60].
    B) All expenditures incurred by the Operator concerning to Operational Gas offsetting and all amounts received by the Operator from the Transmission Users from the Operational Gas offsetting Charge shall be debited and credited, respectively, to the Operational Gas offsetting Account kept by the Operator pursuant to the provisions of Article [60B].
    C) The cost for the usage by the Operator of the NNGTS, or an LNG Facility, or a Storage Facility for Operational Gas offsetting, shall be debited to the Operational Gas offsetting Account as an expense and it shall be credited, via suitable accounting entries, as a revenue in the corresponding Basic Activity account kept by the Operator.

## Article 59
## Injection and Allocation of Operational Gas Quantities

1. The injection of Natural Gas in the NNGTS in order to offset Operational Gas is performed either by the Operator or by its counter-party in the Operational Gas Offsetting Agreement (Supplier of Operational Gas), provided that he is also a Transmission User.
2. At the beginning of every Month the Operator calculates the Natural Gas Quantity that is required for Operational Gas offsetting during each Day of the previous Month (Daily Operational Gas Quantity).
3. To calculate the Daily Operational Gas Quantity, the Operator uses, in particular, the following:
   A) Meassured data of Operational Gas Quantity per Day, especially for the consumption of Natural Gas for operating the equipment of the Transmission System.
   B) Estimates on a daily basis of the Operational Gas Quantity, , especially for losses in measuring devices and pressure control equipment.
   C) Estimates on a monthly basis of the Operational Gas Quantity,. In this case, the allocation per Day of the estimated monthly Operational Gas Quantity taken into consideration by the Operator for the calculation of the Daily Operational Gas Quantity is calculated proportionaly to the Transmitted Natural Gas Quantities, per day, of all Users.
4. The Operator is obliged to publish on a monthly basis data for the Natural Gas Quantity injected into the NNGTS per Entry Point for Operational Gas offsetting purposes.

## Article 60
## Monthly Operational Gas Offsetting Settlement

1. At the end of each Month, the Operator:
   A) Allocates the Daily Operational Gas Quantity for each Day of the Month in question, to the Transmission Users, in proportion to the Total Transmitted Quantities of each Transmission User on the corresponding Day.
   B) Calculates the total Natural Gas Quantity for Operational Gas offsetting, allocated to each Transmission User, according to case (A) during the Month in question.
   C) Calculates and charges each Transmission User with the proportional Operational Gas offsetting Charge.
2. The Operational Gas offsetting Charge is defined as the product of the total quantity of natural gas used for Operational Gas Offsetting that was allocated to each Transmission User during said Month, and the Unit Operational Gas offsetting Charge. The Unit Operational Gas offsetting Charge is determined by decision of the Operator subject to approval by the RAE, according to the provisions of Article 69(5) of the Law. Submission of the Operator's proposal to the RAE will take place

no later than thirty (30) days after the conclusion of the Operational Gas offsetting Agreements. The Unit Operational Gas offsetting Charge is determined in such a way that fixed and variable costs incurred by the Operator to compensate for NGTS Operational Gas can be covered.

3. The settlement of the debit remainder of each User is performed with the invoice issued by the Operator each Month. The Monthly Operational Gas offsetting Settlement Form is attached to the invoice sent to the User each month, as per the template published on the Operator's website.

4. The Monthly Operational Gas offsetting Settlement Form sets out, for each day of the month to which it refers, the following information:

   A) The Total Transmitted Natural Gas Quantity of the User.

   B) The sum of the Transmitted Quantities of all Transmission Users who were active on the Day in question.

   C) The Daily Operational Gas Quantity.

   D) The Allocated Quantity of Operational Gas.

   E) Unit Operational Gas offsetting Charge.

   F) The Operational Gas offsetting Charge.

## Article 60$^{A}$

## Unaccounted for Gas Quantity (UFG)

1. The Unaccounted for Gas Quantity (UFG) during a time period is defined as the Natural Gas Quantity that arises due to the uncertainty in the determination of measured and calculated volumes of the balance of quantities in the NNGTS and is calculated according to the following formula:

   $UFG = Q_{in}-Q_{out} - Q_L - C - \Delta A\pi$

   Where:

   $Q_{in}$: The measured Natural Gas Quantity that was delivered at the Entry Points, Reverse Flow Entry Points of the NNGTS, during the relevant time period.

   $Q_{out}$: The measured Natural Gas Quantity that was received at the Exit Points, Reverse Flow Exit Points of the NNGTS, during the relevant time period.

   $Q_L$: The Natural Losses of Natural Gas, as calculated by the Operator during the relevant time period.

   C: The self-consumption of Natural Gas, as it was measured by the Operator, during the relevant time period.

   $\Delta A\pi$: The fluctuation in stored Natural Gas Quantities in the NNGTS (Linepack change), which is defined as the difference of the Natural Gas Quantitiy that was stored in the NNGTS at the end of the time period in question minus the Natural Gas Quantity that was stored in the NNGTS at the beginning of the said period of time, as determined by the Operator.

2. The UFG volume may have positive, negative or null value. Negative UFG value shall be considered as the injection into the NNGTS of a Natural Gas Quantity

equal to the absolute UFG value. Positive UFG value shall be considered as the off take from the NNGTS of a Natural Gas Quantity.

3. The methodology for the calculation of the Unaccounted For Gas quantity of natural gas is published at the Operator's responsibility, with particular focus on the methodology for the calculation of linepack changes and the methodology for the estimation of natural losses of natural gas.

4. The Operator calculates the Unaccounted for Gas Quantity each Month. The Unaccounted for Gas Quantity is allocated on each Day of the previous Month proportionally to the Total Transmitted Natural Gas Quantities per Day under the provisions of paragraph [8] of article [43], for all Users.

## Article 60$^{B}$

## Operational Gas offsetting Account

1. The Operator keeps a separate financial account (Operational Gas offsetting Account) to which shall be debited all expenditures, as resulted from the Operator's official accounting records for the reporting period, related to the offsetting of Operational Gas and shall be credited with the amounts collected from the Users via the Operational Gas offsetting Charge. The said Account includes also special Operational Gas offsetting Accounts for each User containing the debits and credits corresponding to that User. The Operational Gas offsetting Account is recorded as an expense and each User's debt to the Operator related to Operational Gas offsetting, where the User, in its capacity as a natural or legal person, is subject to dissolution, bankruptcy, liquidation, special administration, default, and in case of revocation of the authorisation for the establishment of the same or other authorisation required to lawfully carry on its business activity and if this debt was deleted from the financial statements of the company as a receivable. The amount entered in the Operational Gas offsetting Account is the difference between the User's initial Operational Gas offsetting charge and the amount received in any way by the Operator from the User. The said amount is divided equally into twelve (12) parts; each part shall be entered each month in the Operational Gas offsetting Account as an expenditure, starting with the Month immediately following the Month in which the debt was deleted from the financial statements of the company as a receivable.

2. The Operational Gas offsetting Account should be balanced at the end of each Month, and on an annual basis as an individual branch of acivity of the separate financial statements of the Operator for each reporting period, and cannot introduce profit or loss. To this end, the net balance of said Account shall be balanced with additional credit or debit to the Transmission Users, in proportion to the sum of the Total Transmitted Quantity of each Transmission User during the Month.

# CHAPTER 9

## MEASUREMENTS AND TESTS

### Article 61
### NNGS Metering Regulation

The procedure and method for measuring the quantity and quality of Natural Gas that is delivered at an Entry Point or received from an Exit Point, or injected in an LNG Facility, or stored in an LNG Facility or other Storage Facility, the operation, calibration, minimum precision specifications and the control and test procedures for metering devices, the procedure for User access to metering devices, the settlement of disputes between the Users and the Operator with regards to measurements, as well as any other relevant issue, are defined in the Metering Regulation, which is established as per the provisions of the Article 69(3)(1) of the Law (NNGS Metering Regulation).

### Article 62
### Rights and obligations of Users and Operator

1. The measurements of any volume at an Entry Point/Reverse Flow Entry Point, or Exit Point/Reverse Flow Exit Point,or LNG Facility, or Storage Facility are performed exclusively by the metering stations provided for in the NNGS Metering Regulation for the specific point or facility.
2. Users and their Customers have joint rights of access to the metering stations of the NNGS that serve them. Such access right must be reasonably exercised, as per the procedure provisioned in the NNGS Metering Regulation. During exercise of such access right there must be employment of the necessary measures in order not to impede the regular operation of the Connected Systems or Reception Facilities, not to cause damage to the equipment and not to jeopardize the reliable, secure and efficient operation of the NNGS.
3. The Operator is responsible to provide the Users with all information with regards to the measurements related to the points that concern them. The Operator provides the above information in a manner that ensures the confidentiality of commercial transactions.

# CHAPTER 10

# CRISIS IN NNGS AND LIMITATIONS ON NATURAL GAS TRANSMISSION

## Article 63
## Crisis in NNGS

1. Crisis is defined as any event which leads or may lead to Crisis Level 1 (Early Warning Level), a Crisis Level 2 (Alert Level), or a Crisis Level 3 (Emergency Level) as defined in the Emergency Plan.
2. Crisis Levels affect or may affect the smooth operation of the Greek Natural Gas market and/or its safe supply, as defined in Regulation 1938/2017, and hinder or may impede the regular implementation of obligations and the exercise of the rights of the Users and the Operator, according to the provisions of the Network Code.
3. The Operator's Crisis Management Unit (CMU) is responsible for detecting, announcing and evaluating the Crisis level and also for prompt resolution in accordance with the provisions of the Emergency Plan.
4. The CMU prepares and monitors the supply and demand balance in the NNGS. To this end, it collects and evaluates information and data that must be provided by Users and Managers of Upstream Systems. The supply and demand balance is compiled over a seven (7) day period and is continuously updated by the CMU, taking into account the available data and measures taken.
5. Communication between the Operator and the Involved Parties on any matter relevant to the Crisis is carried out via their authorised representatives, according to the provisions of the Emergency Plan.

## Article 64
## Early Warning and Alert Levels

1. If there is an Early Warning Level Crisis, the Operator evaluates the data provided on this by the Involved Parties, as defined in the Emergency Plan in order to prevent the Level of Crisis being upgraded.
2. To respond to an Alert Level Crisis, as defined in the Emergency Plan, measures based solely on the market are taken in order to prevent the situation deteriorating and becoming an Emergency Level Crisis.
3. Users must immediately execute any order issued by the Operator when there is an Early Warning Level Crisis or an Alert Level Crisis. Orders issued by the Operator during an Early Warning Level Crisis or an Alert Level Crisis and actions taken by Users in compliance with these orders do not violate the terms of the Transmission Agreements, Interruptible Basis Transmission Agreements or LNG Agreements, concluded with the Operator.

4. During an Early Warning Level Crisis or an Alert Level Crisis the financial obligations of Users, in accordance with the terms of the Transmission Agreements, Interruptible Basis Transmission Agreements or LNG Agreements concluded with the Operator, are not suspended.

5. If, during an Early Warning Level Crisis or an Alert Level Crisis, an LNG User submits to the Operator, a request to redefine the LNG Discharge Time or LNG Quantity, which is to be injected in the LNG Facility, in accordance with paragraph [10] of Article [67], the User will not pay the Application for Re-determination of Final Monthly LNG Plan Fee.

6. During an Alert Level Crisis, the Operator debits the Balancing Account of the Transmission User with an amount equal to:

Daily Charge = $(|DIP| + \sum_{j=1}^{j=jt}|H\Delta\Pi Z_j|)$ • X• BGRP

Where:

BGRP: The Balancing Gas Reference Price for the Day in question, as defined in Article [53$^{A}$].

X: Daily Charge Coefficient for Exceeding Tolerance Limits, andgets the value of 4

$\sum_{j=1}^{j=jt}|H\Delta\Pi Z_j|$: The absolute value of the sum of the Daily Quantity Residuals of all the Pairs of Points (number:jt) on the said Day.

The Operator maintains a separate financial account (Emergency Action Account) to which he credits the amounts collected by the Transmission Users during an Alert Level Crisis. The amounts accruing to the Emergency Action Account, subject to a decision by the RAE, are either used to finance actions provided for in the Preventive Action Plan, or are taken into account when calculating recoverable amounts according to the Tariff Regulation.

7. When the Alert Level Crisis ends, the Operator draws up a report on the incident, which includes:

   A) A description of the Crisis situation and the reasons that caused it.

   B) The measures taken.

   C) An estimate of demand not met during the Crisis, if reception was reduced or interrupted as a measure to manage the Crisis.

   D) An estimate of the Operator's financial obligations as a result of the measures taken.

   E) Data on the credits accrued to the Emergency Operations Account per Transmission User.

Within one [1] month from the end of the Alert Level Crisis, the Operator will submit the report on the incident to the RAE.

## Article 65
## Emergency Level / Interruption in delivery and reception of Natural Gas

1. When there is an Emergency Level Crisis, the Operator may issue Operational Flow Orders, in accordance with paragraph [3] of this article and the Emergency Plan, in order to ensure the smooth, reliable and safe operation of NNGS and meet remaining demand, and in particular demand from Protected Consumers.
2. In the case of an Emergency Level Crisis, measures not supported in the market may be taken, according to the provisions of this article, the Emergency Plan, and Regulation 1938/2017.
3. An Operational Flow Order is the Operator's order to the Transmission Users, during an Emergency Level Crisis or a Limited Natural Gas Flow Day. An Operational Flow Order is issued during an Emergency Level Crisis with the aim of addressing the crisis and returning the NNGS to normal operation. Each Transmission User must comply immediately with the Operational Flow Order issued by the operator.
4. Via the Operational Flow Order, the Operator may, inter alia, request that Transmission Users:
    A) Reduce or suspend natural gas reception at Exit Points/Reverse Flow Exit Points or to modify the delivery of Natural Gas at Entry Points/Reverse Flow Entry Points.
    B) Modify the Final Daily Nominations submitted as per the provisions of Chapter [4] of the Network Code, in relation to the Natural Gas Quantity to be delivered at Entry Points/Reverse Flow Entry Points or received at Exit Points/Reverse Flow Exit Points, up to the maximum limit stated in the Operational Flow Order.
5. The reduction or interruption of Natural Gas reception at Exit Points, Reverse Flow Exit Points in the case of an Emergency Level Crisis, is carried out in accordance with the interruption process in Annexes [2], [3], [4] and [5] of the Emergency Plan and Annex [III] of the Network Code, and the Priority Shutdown List in Annex [1] of the Emergency Plan.
6. Users must execute every command issued by the Operator in case of an Emergency Level Crisis immediately, including in particular Operational Flow Orders. Orders issued by the Operator issued during an Emergency Level Crisis and actions taken by Users in compliance with these orders do not violate the terms of the Transmission Agreements, Interruptible Basis Transmission Agreements or LNG Agreements, concluded with the Operator.
7. If, during an Emergency Level Crisis, an LNG User submits to the Operator, a request to redefine the LNG Discharge Time or LNG Quantity, which is to be injected in the LNG Facility, in accordance with paragraph [10] of Article [67],

the User will not pay the Application for Re-determination of Final Monthly LNG Plan Fee.

8. During an Emergency Level Crisis the financial obligations of Users according to the terms of the Transmission Agreements or LNG Agreements concluded with the Operator are not suspended. In case an Operational Flow Order has been issued, the Transmission Users are not subject to the Daily Plan Charge regarding the Points of the NNGTS which the Operational Flow Order concerns of.

9. In the case of an Emergency Level Crisis the Operator draws up a report on the incident, which includes:

   A) A description of the Crisis situation and the reasons that caused it.

   B) The measures taken.

   C) An estimate of demand not met during the Crisis, if reception was reduced or interrupted as a measure to manage the Crisis.

   D) An estimate of the Operator's financial obligations as a result of the measures taken.

   Within thirty [30] days from the end of the Emergency Level Crisis, the Operator will submit a report on the incident to the RAE.

## Article 65A
## Limited Natural Gas Flow Day

1. A Limited Natural Gas Flow Day means each Day on which the flow of Natural Gas in NNGTS is reduced or is expected to be reduced due to natural or managerial constraints, in particular because of faults, or Maintenance works, or because of a scheduled intervention in NNGS or linked systems, for reasons which do not constitute a Crisis as defined in the Emergency Plan and article [63].

2. The operator will announce the occurrence or expected occurrence of a Limited Natural Gas Flow Day via the Electronic Information System.

3. The operator, during or in anticipation of a Limited Natural Gas Flow Day, may issue an Operational Flow Order, which is intended to manage or prevent the Limited Natural Gas Flow Day. The operator, may, through the Operational Flow Order, request the Transmission Users:

   A) To reduce or suspend Natural Gas reception at Exit Points/Reverse Flow Exit Points or to modify the delivery of Natural Gas at Entry Points/Reverse Flow Entry Points.

   B) To modify the Final Daily Nominations they submit as per the provisions of Chapter [4] of the Network Code, in relation to the Natural Gas Quantity to be delivered at Entry Points/Reverse Flow Entry Points or received at Exit Points/Reverse Flow Exit Points, up to the maximum limit stated in the Operational Flow Order.

4. Each Transmission User must comply immediately with the Operational Flow Order issued by the Operator.

5. During the Limited Natural Gas Flow Day, the various obligations of the Operator and the Transmission Users and the operators of Connected Systems and any other natural or legal person having a legitimate interest in accordance with the Network Code and the relevant Transmission Agreements. In case an Operational Flow Order has been issued, the Transmission Users are not subject to the Daily Plan Charge regarding the Points of the NNGTS which the Operational Flow Order concerns of.

6. The Operator is not required nor obliged to compensate for any of the measures taken in accordance with the provisions of this article. The Operator, as part of its responsibilities, will make every effort to prevent a Limited Natural Gas Flow Day being announced or, if this is not possible, to mitigate its consequences.

7. If during any year at least one Limited Natural Gas Flow Day or a succession of such days is declared, except in the case where the nomination is due to limitations in Connected Natural Gas Systems, the Operator will prepare a Report on the Limited Natural Gas Flow Days. The report describes (a) the reasons for the reduction in Transmission Capacity, (b) the measures taken and reasons for the choices made and an assessment of their effectiveness, (c) measures and actions to prevent the occurrence of similar situations in the future. The Report is submitted to RAE within thirty (30) days after the end of the year. Users are entitled to receive information on the report.

## Article 65B
## Mandatory Gasification of LNG Quantities exclusively for the Service of Protected Consumers

1. For each Day where NNGS Crisis has been declared in accordance with the procedures of Chapter [10], Transmission Users are required to inform the Operator of the total estimated amount of natural gas received relating to Protected Customers served per Exit Point on this Day, as specified in the Emergency Plan. The Operator shall be informed at the time of submission of the Daily Statements and Restatements in accordance with the provisions of Chapter [4].

2. During Day (d) of Emergency Crisis, the Operator shall make obligatory gasification of quantities of Liquified Natural Gas from the Users' Daily LNG Reserve, as provided for in paragraph [7] of Article [73] of the Law. Compulsory gasification takes place during a Day if the following applies cumulatively:

   (A) the Operator does not have sufficient LNG reserves for Gas balancing purposes during Day (d) and

   (B) Operational Flow Orders have been issued by the Operator following the relevant decisions of the Crisis Management Team, which concern all Unprotected Consumers in accordance with the provisions of the Emergency Plan and

   (C) the supply of all Protected Consumers is not ensured in accordance with the provisions of the Emergency Plan.

3. The Operator shall indemnify the LNG Users for the quantities that have been obligatorily gasified from their Daily Reserve, with the Balancing Gas Marginal

Buy Price of the last Day on which the Operator maintained Gas Balancing reserves before making an obligatory gasification of LNG Users, under the provisions of this Article, to the exclusion of any further compensation due to it for any other positive or negative damage to the LNG User.

4. The LNG quantity that has been obligatorily gasified on Day (d) by the Operator is allocated to those LNG Users having a reserve at the end of the preceding Day (d-1) according to the following formula:

$$Q_{i,d} = Q_d \cdot \frac{\mathrm{HAY}'_{\mathrm{i,d}}}{\sum_{i=1}^{i=n} \mathrm{HAY}'_{\mathrm{i,d}}} \; Q_{i,d} = Q_d \cdot \frac{\mathrm{HAY}'_{\mathrm{i,d}}}{\sum_{i=1}^{i=n} \mathrm{HAY}'_{\mathrm{i,d}}}$$

where,

$Q_{i,d}$ $Q_{i,d}$ the quantity allocated to the LNG User (i) on Day d

$Q_d$ $Q_d$ the quantity that was obligatorily gasified on Day d of the Emergency Level Crisis in accordance with paragraph [7] of Article [73] of the Law. The quantity $Q_d$ $Q_d$ is calculated as the difference between the Natural Gas quantity measured at the LNG Entry Point on Day d and the total Natural Gas Quantities to be delivered to the LNG Entry Point, in accordance with the Confirmed Quantities of the Transmission Users relating to that Day, decreased by the size of the Balancing Gas reserve on Day d. In the case where the quantity calculated above $Q_d$ is less than or equal to $Q_d$ zero, the quantity is $Q_d$ $Q_d$ considered to be nil.

$\mathrm{HAY}'_{\mathrm{i,d}}$ $\mathrm{HAY}'_{\mathrm{i,d}}$ The Daily LNG User Reserve on Day d-1, less the Natural Gas Quantities delivered at the LNG Entry Point for the service of Transmission Agreements in accordance with the User's Confirmed Quantities for Day d, and after the provisions of Chapter [10] have been applied.

$n$ $n$ The number of LNG Users with a LNG Reserve on Day d-1.

5. The Operator shall calculate the Daily LNG Reserve of the LNG Users The Operator calculates the Daily LNG Reserve of LNG Users on Day (d) ($\mathrm{HAY}_{\mathrm{i,d}}$ $\mathrm{HAY}_{\mathrm{i,d}}$) in paragraph [2] of Article [77] of the Code by adding the LNG quantity ($Q_{i,d}$ $Q_{i,d}$) to the LNG quantity gasified on behalf of User (i) on Day d (APi, d).

6. For Transmission Users for which mandatory gasification of Liquefied Natural Gas quantities has taken place in order to serve Protected Consumers in accordance with the provisions of this Article, a Natural Gas Quantity received at the Exit Points from which these Protected Consumers are served is allocated, in accordance with the relevant provisions of Chapter [7]. For the implementation of the relevant provisions of Chapter [7] in the case of the preceding paragraph, the nominated Natural Gas Quantities to be received at the above Exit Points shall be considered to be the Quantities of Transmission Users referred to in paragraph [1].

7. For the Transmission Users of the previous paragraph, for Day d the Natural Gas Quantity delivered at the LNG Entry Point, equal to their Confirmed Amount at that Point, is allocated for that Day.

8. The provisions of Chapter [8] apply to Transmission Users of paragraphs [6] and [7].

# CHAPTER 11

# LNG FACILITY ADMINISTRATION AND LNG SERVICES PROVISION

## Article 66
## Basic LNG Service

1. The Operator is responsible to offer to the Users, as per the special terms and conditions of the Network Code, the Basic LNG Service, in the most cost effective, transparent and direct manner, without discriminations amongst Users.
2. The Basic LNG Service is provided for LNG amounts and includes the following:
   A) The LNG Unloading which consists of the Mooring of an LNG vessel, the Injection of LNG and the disengagement of the LNG Vessel.
   B) The offer to the LNG User of storage area in the LNG Facility for the temporary storage of LNG (Temporary LNG Storage).
   C) The gasification of LNG Quantity and the following injection thereof in the Transmission System via the LNG Entry Point.
   D) The performance of necessary measurements as well as any action necessary for the effective, secure and cost effective operation of the LNG Facility, in the framework of the provision of the services stated in the above points (A) to (C), according to the Network Code.
3. For the provision by the Operator of the Basic LNG Service, the LNG Facility Usage Application (LNG Application) must be submitted on behalf of the User and approved by the Operator (Approved LNGApplication), in accordance with the relevant provisions contained in the LNG Agreement and the Code.
4. For the provision of the Basic LNG Service, the LNG Users pay to the Operator the charges according to the NNGS Usage Tariff, as well as any other charge applicable according to the provisions of the Network Code and the provisions issued under authorization by the Law.
5. The LNG Users undertake any cost related to the secure docking, mooring, stay at the dock and departure of the LNG vessels that they use.
6. A LNG Vessel may transport, either as an alternative or additionally, the following, for unloading in the LNG Facility,
   A) One or more LNG quantities on its own behalf
   B) Two or more LNG quantities on behalf of two or more LNG Users
   C) Balancing LNG Quantity
7. The Basic Service is provided separately per LNG Quantity. If two or more LNG Quantities are transported on one LNG Vessel, at the stages of Mooring of the LNG Vessel and the Detachment of the LNG Vessel under case A) of paragraph 2 are carried out once and relate to the entire LNG quantity which is being unloaded.

8. The Basic Service is not provided for Balancing LNG Quantities
9. If an LNG vessel is transporting two or more LNG Quantities and/or LNG Balancing Quantities, the LNG Users and the owner of the Balancing LNG Quantity, irrespective of whether it is an LNG User, decide on a joint representative and are represented by that person for the purposes of article 67 and 68. LNG Users under the current paragraph may also be represented by the joint representative for the purposes of Monthly and Yearly Plans under articles 81 to 87

## Article 67
## LNG Unloading

1. The LNG Unloading Time is defined to be the time period of two (2) Days, availed by the Operator for the beginning and completion of the procedures of mooring, LNG Unloading and departure of each LNG vessel.
2. The LNG Unload Day of each LNG Quantity is defined to be the first Day of the Unload Period. The LNG Unload Day is determined according to the Monthly LNG Planning procedure, as per the provisions of article [84].
3. Seventy two (72), forty eight (48), twenty four (24) and twelve (12) hours before the scheduled LNG Unload Day, the LNG User or its authorised representative notifies the Operator of the expected arrival time of the LNG vessel.
4. The LNG User or its authorised representative submits to the Operator a Notice of Arrival at the Anchorage , at the moment when the LNG vessel of the LNG User is found at the predetermined by the Operator point in the sea area of the LNG Facility (Pilot Station) and provided that the LNG User has regulated each relevant issue with the competent port authorities. In the event that the LNG vessel is transporting a LNG Quantity of two or more LNG Users, then the Notice of Arrival at the Anchorage is submitted by the authorized representative of those users accordance with paragraph [9] of Article [66].
5. The mode and the procedure of communication between the Operator and the LNG vessel of the LNG User, the technical issues related to the approach of the LNG vessel, its Mooring and Departure and any relevant detail are defined in the Marine Procedures Manual which is established by the Operator and is published on its website.
6. Following the secure mooring and Connection of the LNG vessel, the LNG User or its authorised representative and the Operator will co-sign the Notice of Readiness to Discharge. In the event that an LNG vessel is transporting LNG Quantities of two or more LNG Users, the Notice of Readiness to Discharge is signed by their authorised representative, appointed as per article [66], paragraph [9]. The Notice of Readiness to Discharge relates to all LNG Quantities being transported by the LNG Vessel for injection into the LNG Facility.
7. The LNG Injection Time is defined as the intervening period, expressed in hours, from the signature of the Notice of Readiness to Discharge to the completion of LNG Quantity Injection at the LNG Facility. In case that Balancing LNG Quantity is transmitted with the LNG Quantity, the LNG Injection Time is calculated as the product of the total time, expressed in hours, from the signature

of the Notice of Readiness to Discharge to the completion of Injection of LNG Quantity(s) and the Balancing LNG Quantity at the LNG Facility, multiplied by the ratio of the Nominated LNG Quantity to the sum of the Nominated LNG Quantity plus the Nominated Balancing Quantity.

8. In the case that the LNG User exceeds the availed LNG Unloading Time, the Operator charges the LNG User with an LNG Unloading Time Violation Charge, as long as there is cumulative concurrence of the following: (a) this violation on LNG User's part obliged the Operator to postpone mooring or LNG Unloading by an LNG vessel of another LNG User, which was scheduled, according to the Final Monthly LNG Plan, and was confirmed through the submission of the corresponding Notice of Arrival at the Port, within the time period during which the first User exceeded the LNG Unloading Time and (b) there is no occurrence of Force Majeure for the LNG User that exceeded the LNG Unloading Time.

9. The LNG Unloading Time Violation Charge is calculated as the product of the integer number of hours in excess of the LNG Unloading Time, times a unit price (Unit Charge for LNG Unloading Time Violation). The Unit Charge for LNG Unloading Time Violation is defined to be equal to one thousand five hundred (1500) €/hour. Following completion of the Year following the Year of Network Code implementation, the Unit Charge for LNG Unloading Time Violation is determined by a decision of the Operator followed by approval of RAE, according to the provision of paragraph 5, article 69 of the Law, three (3) months before the beginning of each second Year. The income from the LNG Unloading Time Violation Charge is deemed Basic LNG Activity income and is credited to the corresponding account kept by the Operator. In the event that an LNG Vessel is transporting two or more LNG quantities, the Operator determines the number of hours in excess for each User by multiplying the integer number of hours in excess of LNG Unloading by the ratio of the Nominated LNG Quantity of the LNG User to the total of the Nominated LNG Quantity. In the event that the Balancing LNG is transported by a LNG User, for that LNG User, the ratio is the sum of the Nominated LNG Quantity of the LNG User and Nominated Balancing Quantity to the sum of the Nominated LNG Quantities LNG and the Nominated Balancing Quantity In the event that the LNG Balancing Gas Quantity is transported by a LNG User, on his befalf, the abovementioned ratio is the sum of the Nominated LNG Quantity of the LNG User and Nominated LNG Balancing Gas Quantity to the sum of the Nominated LNG Quantity and the Nominated LNG Balancing Gas Quantity

10. If an LNG vessel is expected to arrive to the LNG Facility, prior to the scheduled, as per the Final Monthly LNG Plan, Unloading Day or after the lapse of the scheduled LNG Unloading Time or in the case where the LNG Quantity or the LNG Quantities of the LNG User which is to be injected in the LNG Facility exceeds or falls below the Nominated LNG Quantity of the LNG User by a percentage greater than the LNG Planning Tolerance Limit as per paragraph [5], Article [68], the LNG User submits to the Operator an Application for the modification of Final Monthly LNG Plan. The Application of for the modification of Final Monthly LNG Plan is considered application of unplanned unloading, is submitted as per paragraph [2], article [88] and is evaluated by the Operator according to the process of paragraphs [3] to [9], article [88]. With the application, the LNG User co-submits a proof-of-payment of the Application for the modification of Final Monthly LNG Plan Fee. Solely for the purpose of determining the Fee for the Application for the

modification of the Final Monthly LNG Plan, the Planned LNG Unload Cancellation Charge under paragraph [8] of Article [86] shall be calculated on the basis of the Balancing Gas Reference Price for the first Day of the Month in which the LNG User submits to the Operator the Application for the modification of the Final Monthly LNG Plan. The Application for the modification of the Final Monthly LNG Plan Fee is set out as follows:

A) If the Application for the modification of Final Monthly LNG Plan is submitted no later than five (5) Days before the Unloading Day:

   (i) In case the application concerns the rescheduling of the Unloading Day or Unloading Time, the Application for the modification of Final Monthly LNG Plan Fee equals to twenty percent (20%) of the Charge of the Cancellation of a Scheduled LNG Unloading as per paragraph [8], article [86].

   (ii) In case the application concerns the rescheduling of the LNG Quantity which is to be injected in the LNG Facility, the Application for the modification of Final Monthly LNG Plan Fee equals to twenty percent (20%) of the LNG Quantity Planning Charge as per paragraphs [6] and [7], article [68], where, instead of the Injected LNG Quantity, the sum of the LNG Quantity to be injected in the LNG Facility and of the Balancing LNG Quantity stated in the application is taken into consideration.

B) If the Application for the modification of Final Monthly LNG Plan is submitted within the time interval between the fourth Day before the Unloading Day and the Unloading Day:

   (i) In case the application concerns the rescheduling of the Unloading Day or Unloading Time, the Application for the modification of Final Monthly LNG Plan Fee equals to the Charge of the Cancellation of a Scheduled LNG Unloading as per paragraph [8], article [86], minus the product of the one fifth thereof times the difference between the Unloading Day and the Day at which the Application for the modification of Final Monthly LNG was submitted.

   (ii) In case the application concerns the rescheduling of the LNG Quantity which is to be injected in the LNG Facility, the Application for the modification of Final Monthly LNG Plan Fee equals to the LNG Quantity Planning Charge as per paragraph [6], article [68] minus the product of the one fifth thereof times the difference between the Unloading Day and the Day at which the Application for the modification of Final Monthly LNG was submitted. In order to calculate the LNG Quantity Planning Charge, instead of the Injected LNG Quantity, the sum of the LNG to be injected in the LNG Facility and the Balancing LNG Quantity stated in the application is taken into consideration.

C) In case the modification application concerns the rescheduling of the Unloading Day or Unloading Time and the LNG Quantity which is to be injected in the LNG Facility, the Application for the modification of Final Monthly LNG Plan Fee is calculated as the sum of the individual charges of the above two cases. The Final Monthly LNG Plan Fee shall not exceed the amount of one hundred thousand (100.000) Euros. After the completion of the

following Year of the Year the Network Code was entered, the Application for the modification of Final Monthly LNG Plan Fee, as well as the applicable per case maximum limit of the Application for the modification of Final Monthly LNG Plan Fee are determined by a decision of the Operator followed by approval of RAE, according to the provision of paragraph 5, article 69 of the Law, three (3) months before the beginning of each second Year. The revenues from the Applications for the modification of Final Monthly LNG Plan Fees are considered to be Basic LNG Activity revenues and are credited to the respective account held by the Operator.

D) If a LNG vessel is transporting LNG Quantities of two or more LNG Users, in order to redefine the Unloading Day or Unloading Time, the application is lodged by their authorized representative appointed under paragraph [9], of Article [66]. The Application for the modification of Final Monthly LNG Plan Fee in the case of rescheduled Unloading Days is allocated in proportion to the Nominated LNG Quantity of the LNG User as a proportion of the Nominated LNG Quantity.

11. The LNG User is responsible for carrying out LNG Unloading according to the Final Monthly LNG Plan in case that:

A) The application for rescheduling of the Unloading Period is rejected by the Operator, as per article [88], paragraph [5](C).

B) Neither the LNG User nor its authorised representative has submitted a nomination accepting the conditions set out by the Operator within the time limit of paragraph [8], article [88].

In the above cases (A) and (B), the Operator will return the Application for the modification of Final Monthly LNG Plan Fee to the LNG UserThe Operator also returns said Fee in the case of acceptance, according to the procedure outlined in paragraphs [3] to [9] of article [88], of the Application for the modification of Final Monthly LNG Plan, with regard to rescheduling of Unloading Days up to two (2) Days prior of the Unloading Day set out as per the Final Monthly Plan. In case of cancellation of unloading by the LNG User the terms of article [86] paragraph [8] apply. The Operator is not obliged to pay demurrage or any other compensation to the LNG User in case of rejection of the application for modification of the Final Monthly LNG Plan.

12. Without prejudice to force majeure events, in the case that the Operator prevents a User's LNG vessel from mooring or unloading LNG within the corresponding LNG Unloading Period, and in accordance with the Final Monthly LNG Plan, then the Operator is responsible for payment of demurrage charges to the LNG User. Demurrage charges are calculated as the product of the number of whole hours over and above the LNG Unloading Period, multiplied by a unit price (Unit Demurrage Charge), which is set at the equivalent of one thousand five hundred (1 500) EUR/hour. At the end of the second year after which the Network Code enters into force, the Unit Demurrage Calculation Charge is determined by decision of the Operator, subject to approval by the RAE, according to the provisions of Article 69(5) of the Law, and thereafter three (3) months prior to the beginning of every second Year. The expenses for payment of demurrage charges are considered expenses accruing from the Basic LNG Activity and are

debited from the corresponding account held by the Operator. If the LNG vessel is transporting LNG Quantities of two or more LNG Users, the demurrage charge is allocated according to the ratio of the Nominated LNG Quantity of each LNG User to the sum of the Nominated LNG Quantities of all LNG Users whose LNG Quantities were transported by the vessel in question.

13. In case that one or more vessels have submitted to the Operator a Notice of Arrival to the Port, but their approach and mooring to the LNG Facility is not possible for any reason, the Operator establishes a priority list for LNG Unloading. Higher priority is given to the LNG vessels that are earlier in chronological order, based on the Final Monthly LNG Plan, regardless of the time of transmission of the relative Notices of Arrival at the Anchorage .

14. In the event of Emergency Level Crisis, the Operator or LNG User can request from their counterparty in the LNG Facility Usage Agreement, the interruption of the LNG Unloading process of a vessel of the LNG User which has moored to the LNG Facility and the prompt departure thereof. Both the LNG User and the Operator are responsible to comply immediately with relevant requests of the other part.

15. Without prejudice to paragraph [7], in case that a Balancing LNG Quantity is transmitted along with an LNG Quantity, any reference in the present article to LNG Quantity or LNG Quantities relates to the sum of LNG Quantity of the LNG User or of the LNG Quantity of more Users and the Balancing LNG Quantity.

16. An Application for for the modification of Final Monthly Plan is submitted when all or part of the LNG Quantity is to be unloaded by a LNG User (New LNG User) other than the LNG User who is registered (Initial LNG User) in the Final Monthly Plan. In this case, Application for modification is submitted by both Users under paragraph [2] of Article [88] and is evaluated by the Operator in accordance with the procedure in paragraphs [3] and [9], Article [88]. If the application is made in the period between the fourth day before the Unloading Day and the Unloading Day, the Application for the modification of Final Monthly LNG Plan Fee is equivalent to two percent (2%) of the LNG Quantity Planning Charge as per paragraphs [5] and [7] article [68], and is allocated respectively in proportion to the LNG remaining with the Initial LNG User and the LNG Quantity available to the New LNG User. Application for the modification of Final Monthly LNG Plan Fee for a change of User is zero, if the request is made not later than five (5) days before the Unloading Day.

## Article 68
## LNG Injection

1. LNG Users are responsible for making every possible effort, including the integration of appropriate terms in the agreements they enter into for the exercise of their activity in the Natural Gas sector, to ensure that the LNG delivered to the LNG Facility fulfils the Natural Gas Quality Specifications.

2. LNG Users, or in the case that the LNG vessel is transporting LNG Quantities of two or more LNG Users, their authorised representatives, as per paragraph [9] of article [66], are responsible for informing the Operator with regards to the quantity and the quality characteristics of the LNG that they are to deliver to the

LNG Facility, according to the procedure defined in the Marine Procedures Manual.

3. In the event that an LNG Quantity does not fulfil the Natural Gas Quality Specifications, the Operator has the right to refuse injection of whole or part of the LNG Quantity(s) that are to be delivered to the LNG Facility

4. In the event that a Balancing LNG Quantity is transmitted along with an LNG Quantity or Quantities:

   A) The Injected LNG Quantity of the LNG User is calculated as the difference between the total measured LNG Quantity after the injection of the LNG Quantity or Quantities in the LNG Facility, and the Nominated LNG Balancing Quantity.

   B) The Injected LNG Balancing Quantity is equal to the Nominated LNG Balancing Quantity.

5. In the event that the Injected LNG Quantity of the LNG User in volume units exceeds or is less than the Nominated LNG Quantity, in volume units, by percentage greater than the Tolerance Limit of the LNG Planning, the Operator debits the LNG User with the LNG Quantity Planning Charge. The Tolerance Limit of the LNG Planning equals to ten percent (10%).

6. The LNG Quantity Planning Charge is calculated as the product of the Planned LNG Unload Cancellation Charge, which is based on the Nominated LNG Quantity, multiplied the ratio of the absolute value of the difference between the Injected and the Nominated LNG Quantity to the Nominated LNG Quantity, multiplied by three (3). The LNG Quantity Planning Charge cannot exceed the amount of one hundred thousand (EUR 100 000) Euros. If the LNG vessel is transporting two or more LNG Quantities the upper limit of the Planning Charge is calculated separately for each LNG User for the total of the LG Quantities which are transported on its behalf on the vessel in question. After the end of the second year in which the Network Code enters into force, the multiplier and the upper limit of the Quantity Planning Charge will be reviewed and determined by decision of the Operator, subject to the approval of the RAE, according to the provisions of Article 69(5) of the Law, three (3) months before the beginning of every second year. The incomes from the LNG Quantity Planning Charge are considered income of the Basic LNG Activity and are debited in the corresponding account kept by the Operator.

7. The LNG Quantity Planning Charge Form is attached to the monthly invoices sent to each User. A template of the LNG Quantity Planning Charge Form is published on the Electronic Information System.

8. For the implementation of paragraphs [3], [5] and [6], in the event that a Balancing LNG Quantity is transmitted along with an LNG Quantity, any reference to LNG Quantity, Nominated LNG Quantity and Injected LNG Quantity relates respectively to the sum of the LNG Quantity of the LNG User and the Balancing LNG Quantity, the sum of the Nominated LNG Quantity and the Balancing Nominated LNG Quantity and the sum of the Injected LNG Quantity and the Injected Balancing LNG Quantity

9. If the LNG vessel is transporting two or more LNG Quantities, the LNG User Injected LNG Quantity is calculated as the difference between the total LNG

Quantity measured after the LNG is injected in the LNG Facility and the Nominated Balancing LNG Quantity, multiplied (the resulting difference) by the ratio of the LNG User Injected LNG Quantity and the Nominated LNG Quantity

## Article 69
## Temporary LNG Storage

1. In the framework of the Basic LNG Service, the LNG Users are provided with storage area in the LNG Facility for the temporary storage of LNG (Temporary Storage Area).
2. The Temporary Storage Period is defined the period of time composed of a successive number of whole Days, commencing on the Day after the Unloading Day, according to the Final Monthly Plan.
3. The Temporary Storage Area for each LNG Quantity is determined as follows:
   A) During the LNG Injection Time, the Temporary Storage Area is increased linearly up to a maximum value (Maximum Temporary Storage Area). Throughout the duration of LNG Injection, it is considered that there is concurrent performance of LNG gasification at an hourly gasification rate calculated according to the following formula:

   $$\Omega\text{TPA} = \frac{\Phi}{\nu * 24} \quad \text{(kWh/hour)}$$

   Where:

   ΩTPA: The hourly gasification rate (kWh/hour)

   Φ: The LNG Cargo (kWh) in accordance with the Final Monthly Plan

   ν: The Temporary Storage Period (Days) in accordance with the Final Monthly Plan

   The Maximum Temporary Storage Area is defined according to the following formula:

   $$\text{MXΠA} = \Phi - \Omega\text{TPA} * t_{XE} \quad \text{(kWh)}$$

   Where:

   MXΠA: The Maximum Temporary Storage Area (kWh)

   $t_{XE}$: The LNG Injection Time (hours) of each LNG Cargo, according to the Final MonthlyPlan which an LNG vessel carries towards unloading to the LNG facility .

   B) During the Temporary Storage Period, the Temporary Storage Area decreases in a linear fashion such that, at the end of this period, it is equal to zero.
4. In case that the LNG Unloading is performed according to the Final Monthly LNG Plan, the Temporary Storage Period is defined as a period of eighteen (18) consecutive Days (Maximum Temporary Storage Period).
5. In the case that the start of LNG Unloading takes place as per the Final Monthly LNG Plan, but the LNG Injection is completed after the lapse of the respective

LNG Unloading Period, then the maximum Temporary Storage Period is deemed to be a period of seventeen (17) successive Days.

6. The Operator has the right to reduce the Temporary Storage Period, according to the provisions of article [67], paragraph [10], article [87], paragraph [5], and article [88], paragraph [5](B), or upon relevant request of the User within the framework of submission of an LNG Application, Annual LNG Nomination or Monthly LNG Nomination according to the provisions of articles [71], [82] and [84] respectively. During reduction of the Temporary Storage Period, the Operator takes into consideration the Available Storage Area of the LNG Facility, the Final Monthly LNG Plan, the Booked Gasification Capacity of LNG Users and the Gasification Capacity of the LNG Facility.
7. The Operator provides each LNG User with Additional Storage Area, according to the procedure and under the terms and conditions of article [76]. The offer of Additional Storage Area is not included in the Basic LNG Service.

## Article 70
## LNG Gasification

1. For the gasification of LNG delivered by the LNG User to the LNG Facility, it is necessary to book LNG Gasification Capacity, according to the terms of the present article.
2. The Minimum Gasification Capacity of LNG is calculated according to the following formula:

$$E\Delta A = \frac{\Phi}{\nu^2 * 24} * \left[\nu * 24 - t_{XE}\right] \text{ (kWh/Day)}$$

Where:

EΔA: Minimum Gasification Capacity of an LNG Quantity (kWh/Day)

Φ: The LNG Quantity (kWh) in accordance with the Final Monthly Plan

ν: The Temporary Storage Period (Days) in accordance with the Final Monthly Plan

$t_{XE}$: The LNG Injection Time (hours) of each LNG Quantity,according to the Final Monthly Plan which an LNG ship carries towards unloading to the LNG facility.

3. The Minimum Gasification Capacity of an LNG User for each Day is defined as the sum of the Minimum Gasification Capacities of the LNG Quantities of the LNG User, for which the corresponding Temporary Storage Period has not expired.
4. Each LNG User is responsible to book Gasification Capacity through an Approved LNG Application, in the framework of the LNG Agreement he enters with the Operator which:

A) Is at least equal to the Minimum Gasification Capacity of the LNG User.

B) Equals the sum of each Transmission Capacity for Delivery booked at the LNG Entry Point by the LNG User, in its capacity as Transmission User or by other Transmission Users, to the extent that they are served by the LNG User,

for the delivery of Natural Gas at the LNG Entry Point of the Transmission System.

5. In the event that the LNG User enters into more than one (1) Approved LNG Applications under the LNG Agreement entered into with the Operator, the Booked Gasification Capacity of the LNG User is calculated each Day as the sum of the Gasification Capacity that the LNG User books through each Approved LNG Application in effect on this Day.
6. The restrictions of paragraph [4] do not apply for the Days on which:
   A) The Daily LNG Reserve of the LNG User is negative or zero, or
   B) The Temporary Storage Area of the LNG Quantity of the LNG User is zero.
7. The LNG Quantity gasified on each Day on behalf of the LNG User is determined by the Confirmed Quantities of the Transmission Users served by the LNG User. The Operator is required to receive Natural Gas Quantities from the LNG Facility at the LNG Entry Point, confirmed according to the procedure as per Chapter [4] of the Code, without prejudice to paragraph [8], and in compliance with the other provisions of the Code, and in particular the provisions of articles [69] and [79].
8. In the event that the Natural Gas Quantity nominated by a Transmission User to be delivered at the LNG Entry Point exceeds the Natural Gas Quantity corresponding to the LNG Booked Gasification Capacity of the LNG Users serving it, the Operator discards the Daily Nomination or Renomination of the Transmission User, as applicable, according to the procedure of Chapter [4] of the Code.
9. The Operator, taking into consideration the Annual and Monthly LNG Planning, the Approved LNG Applications signed with the LNG Users under the LNG Agreements entered into with LNG Users, and the Gasification Capacity which it books, according to the provisions of paragraph [3] of Article [71] of the Law, for the purpose of gas balancing, Operational Gas offseting and for the provision of public utility services, shall calculate and publish:
   A) The Gasification Capacity which is availed for each Day of each Year, simultaneously with the publication of Final Annual LNG Plan.
   B) The Gasification Capacity which is available for each Day of each Month, simultaneously with the publication of the Final Monthly LNG Plan.
10. The LNG Minimum Daily Send Out Rate is defined to be the minimum Quantity of LNG which must be gasified per Day so that it is possible to ensure the uninterrupted operation of the LNG Facility. The Operator is responsible to publish the Minimum Daily Send Out Rate of LNG Terminal

## Article 70[A]

## LNG Facility Usage Framework Agreement

1. An LNG Facility Usage Agreement (LNG Agreement) is entered into for the provision by the Operator of the LNG Basic Service.
2. The LNG Agreement is entered into between:
   A) The Operator.

B) Persons registered at the NNGS Users' Registry under Article 72 of the Law.

Only one LNG Agreement may be in force between the same counterparties.

3. The LNG Agreementis established in writing, according to the standard agreement which is published as per the provisions of case a), paragraph [2[ of Article 68 of the Law (Standard LNG Agreement).

4. The Operator shall publish the text of the Standard LNG Agreement, including the Annexes thereto, in a processable form on its website.

5. The LNG Agreement provides the counterpartyUser with the right to proceed to any relevant legal action, in compliance with the provisions of the Network Code, and imposes the obligation on the User to settle the charges for which it is responsible, as per the NNGS Usage Tariff and the provisions of the Network Code.

6. Each interested User shall send in writing to the Operator its application for the conclusion of an LNG Agreement, in accordance with the standard application which is included as Annex 1 to the Standard LNG Agreement (Application for Conclusion of an LNG Agreement). Along with its application, the User shall submit all the documents listed in Annex 1 of the Standard LNG Agreement. In case of submission of documents from abroad, such documents must bear an Apostille in accordance with the Hague Convention and be submitted in an official translation into Greek.

7. The Operator shall examine the completeness of the jointly submitted documents and decide on the acceptance of the application no later than five (5) working days from the date of its receipt. If the application is accepted, the Operator shall invite the User to sign the LNG Agreement within ten (10) working days from the date of its receipt.

8. If the application is not accepted, the Operator shall notify the User accordingly in writing, requesting from it to complete and/or modify its application in accordance with the Operator's recommendations within ten (10) working days from the date of its receipt. If the applicant fails to submit to the Operator the requested data or if the re-submitted data is not accepted by the Operator, the Operator shall reject the application. If the re-submitted data is accepted, the Operator shall invite the User to sign the LNG Agreement within five (5) working days from the date of receipt of the new data.

9. The rejection of an application by the Operator will be notified in writing to the User, together with the relevant supporting documentation, and will be communicated to RAE.

10. The accompanying documents submitted by the User form an integral part of the LNG Agreement. The documents will be updated at the responsibility of the User.

11. The LNG Agreement defines at least:

A) The terms for provision of the Basic LNG Service by the Operator and the obligations and rights of the User, according to the Network Code.

B) The contractual liability limits of the contracting parties and the required guarantees that are deposited by the LNG User for execution of the

Agreement, as well as the invoicing procedure of the Operator and payment by the LNG User of the price for provision of the respective services.

C) Cases of force majeure, dissolution or termination of the agreement, as well as the process for the settlement of disputes that may arise in the course of application of the terms of the Agreement.

D) The procedure for amendment of the Agreement and for redefinition of its terms in case of a change in the regulatory framework governing organisation of the natural gas market.

The individual LNG Applications submitted by the Operator in accordance with the relevant provisions of Article [71] form integral and indivisible parts of the LNG Agreement.

## Article 71

## LNG Facility Usage Application

1. LNG Users have the right to submit an LNG Facility Usage Application, provided that they meet at least one of the following conditions:

   A) They have booked Transmission Capacity at the LNG Entry Point of the Transmission System, under their capacity as Transmission Users.

   B) They serve other Transmission Users that have booked Transmission Capacity at the LNG Entry Point of the Transmission System.

2. The LNG Application involves a time period that is the integer multiple of one (1) Day and provided that the Application states the LNG Cargo Unloading at least for the time period between the Maximum Starting Date of the LNG Application and the Minimum End Date of the LNG Application, including thereof. Maximum Starting Date of the LNG Application is defined the first Day of the Unloading of the first in chronological order LNG Cargo, to which the Application relates, as per the provisions in element iv), case B), paragraph [6]. Minimum End Date of the LNG Agreement is defined the Day which results from the sum of the following of the last Day of the Unloading and the Temporary Storage Period of the last LNG Cargo, to which the Application relates. To the extent that the LNG Application regards the joint transfer of two or more quantities of the LNG User or other Users for unloading at the LNG Facility by the same LNG Vessel on the same Unloading Date, Multiple Cargoes Statement is submitted. If a Multiple Cargoes Statement is not submitted, then the Operator will assume that the Unloading Day concerns the specified LNG Cargo only.

3. In case where the LNG User applys only to book Gasification Capacity for a specific period of time, without declaring LNG Cargo Unloading, the LNG Application is submitted at the latest:

   I) by 10:00 of the Day prior to the beginning of the provision of the requested LNG Facility Usage services.

   ii) by 21:00 of the Day to the beginning of the provision of the requested LNG Facility Usage services. and concerns the provision of LNG Facility Usage Services for a period of one (1) Day.

iii) by 19:00 of the provision Day of the requested LNG Facility Usage services and concerns the provision of LNG Facility Usage Services for the said Day In this cas, the Operator announces in the Electronic Information System, by 10:00 of the provision Day of the LNG Facility Usage services, the part of the Gasification Capacity for the said Day, which may be booked by the LNG Users on intraday basis.

4.Subject to the provisions of Article [109], the LNG Application is submitted, duly signed, or submitted via the Electronic Information System, by LNG Users to the Operator, pursuant to the terms of the LNG Agreement. Signature, in the above sense, means digital signature. The LNG Application is submitted to the Operator not later than thirty-five (35) Days before the beginning of the Month during which the first LNG Unloading on behalf of the applicant is scheduled (LNG Application Date), without prejudice to Articles [86] and [88] where the Application is submitted according tot the provision of said articles. Exceptionally, if the LNG Application includes an LNG Cargoes' unloading plan for the Month of January, the LNG Application shall be submitted to the Operator no later than twenty-nine (29) Days prior to the beginning of this Month.

5.With the LNG Application, the User declares:

A) The Gasification Capacity it wishes to book

B) The LNG unloading plan for each Month during which the LNG Application is in effect. The unloading plan for each Month includes:

(i) The total number of LNG vessels that the applicant wishes to unload during the Month.

(ii) The Amount of each LNG Cargo and the name of the LNG vessel that is to transport it, if known.

(iii) The LNG Injection Time that the User estimates is required to unload each LNG Cargo.

(iv) The desired LNG Unloading Day for each LNG Cargo.

(v) The desired Temporary Storage Period for each LNG Quantity.

6. In case that the applicant has participated in the Annual LNG Planning Procedure and the unloading of LNG Cargo on its behalf is scheduled for certain of the following Months, submission of details as per case (B) of the previous paragraph for those Months is not required.

7. LNG Applications will be evaluated by the Operator at a fist come first served basis

8. The Operator decides with regards to each LNG Application within five (5) working days from the LNG Application Date, taking into consideration, in particular, the Gasification Capacity that has been booked by other LNG Users, the Final Annual LNG Plan, the relevant Finally Monthly LNG Plans and the Annual Maintenance Planning of the NNGS. In particular, each LNG Application submitted in accordance with the provisions of this Article within the time period starting the next Day of the deadline for submission of Annual LNG Nominations and ending on the Day the Operator announces the Final Annual LNG Plan, shall be evaluated by the Operator the next Day of the announcement Day of the Final Annual LNG Plan. The above LNG Applications, will be evaluated by the Operator at a fist come first served basis.

9. If the Operator considers that the LNG Application is complete and there are no grounds for rejecting it in accordance with the provisions of paragraph [12], it will send the signed LNG Application (Approved LNG Application) to the applicant, via the Electronic Information System, as follows:

   A) If the Application nominates an LNG Quantity Unload, it will be issued within a period of time which, subject to the provisions of Article [88], is the shorter of ten (10) working days after the LNG Application Date and the 20th Day before the commencement of the Month in which the provision of LNG Facility Usage starts. In the case that the LNG Application relates to non-scheduled LNG unloading, the deadlines mentioned in article [88] are implemented.

   B) If the Application is submitted according to paragraph [3], subparagraph (i), it will be sent at the latest by 13:00 hrs on the day before LNG the Facility Usage Start Date.

   C) If the Application is submitted in accordance with paragraph [3] subparagraph (ii), it will be sent at the latest by 21:30 hrs on the day before LNG Facility Usage Start Date.

   D) If the Application is submitted in accordance with paragraph [3] subparagraph (iii), it will be sent at the latest by 9:30 hrs on the provision Day of the LNG Facility Usage services

10. The provision of LNG Facility Usage services by the Operator for the purposes of any Approved LNG Application is made in accordance with the terms of the LNG Agreement and the relevant provisions of the Network Code. An Approved LNG Application is withdrawn only on material grounds and only with the agreement of the Operator.

11. The Operator rejects in writing the LNG Application in case that it is not complete or there is reason to deny access as per the provisions of paragraph [12]. Rejection of an LNG Application and its reasons will be fully documented by the Operator, and will be communicated to both the applicant and the RAE, accompanied by supporting documents and information.

12. The denial of access to the LNG Facility is allowed provided that:

    A) The signature of the LNG Application under the LNG Agreement entered into may prevent the Operator from fulfilling his obligations to provide public utility services that have been assigned to him.

    B) There are grounds, and the procedure as per the provisions of article [68], paragraph [2], case a), subparagraph [5] of the Law has been complied with.

    C) The requested Gasification Capacity to be booked exceeds the available Gasification Capacity of the LNG Facility.

    D) The requested Gasification Capacity to be booked exceeds the Transmission Capacity for Delivery booked at the LNG Entry Point from Transmission Users whose applicant has declared that he will serve.

    E) The following conditions apply cumulatively:

i) With the Application the LNG User does not only apply for booking of Gasification Capacity but also declares an unloading plan of LNG Cargoes according to pargarpah [5], case B)

ii) Any Day (d) within the timeline for booking capacity according to the Application, the sum of Booked Gasification Capacity of the LNG User during the Day(d) and the application for booking requested for Regasification Capacity is less than the sum of Minimum Gasification capacity of the LNG User during the Day (d), as it is calculated according to the Final LNG Annual Plan, and the Minimum Gasification Capacity of each LNG Cargo, which is included in the unloading plan submitted together with the Apllication, provided that the Temporary Storage Period of the LNG Cargo includes the Day (d).

F) The Operator cannot fully or partially satisfy the unloading plan of the applicant

G) The required Period of Temporary Storage of LNG exceeds the Maximum Period of Temporary Storage as per article [69].

F) The LNG User has not been provided with the guarantees required, in accordance with the provisions of Chapter [$3^{A}$].

G) The deadlines laid down in the provisions of this Article are breached.

H) The application is submitted by a non duly authorised representative of the LNG User.

13. For transferring Booked Gasification Capacity to another User, according to article [73] the Transferor User is obliged to apply for the modification of Gasification Capacity booked within the framework of the approved LNG Application, and is examined according to the provisions of this article.

14. In examining the request to change the LNG User's Booked Gasification Capacity, the Operator will take into consideration the relevant provisions of the Network Code, and particularly the provisions of article [71] paragraph [12], as well as articles [73] and [74] as well as the reliable, secure and effective operation of the LNG Facility. The Operator justifies to the User until 17:00 the Day which precedes the Day the Transfer takes place. Rejection of the User's application will be specifically justified by the Operator, and the details will be communicated to the RAE.

15. Provided that the LNG User application is accepted, the Operator will proceed immediately with updating of the LNG User's Booked Gasification Capacity and the Approved LNG Application will be modified accordingly.

16. Written modification of the Approved LNG Application is also required:

A) In the event of changes in the LNG Unloading Day as per article [67], or due to changes in the Monthly LNG Unloading Plan as per article [84] or article [88], where there is a need for modification of the Approved LNG Application's duration to ensure that the rules of paragraph 2 are complied with.

B) In the event of the booking of Additional Storage Space by the LNG User as per article [76], where there is need for modification of the Approved LNG Application's duration, such that it is valid for the entire period over which the Additional Storage Area will be made available to the LNG User.

For modification of the Approved LNG Application according to the above, the User must submit the relevant written application to the Operator at least three (3) working days before the desired date on which the modification is to take place. The Operator will provide the User with a reasoned justification for its decision at least two (2) working days before the desired date on which the modification is to take place.

## Article 72
## Additional LNG Services

1. In addition to the Basic LNG Service that the Operator provides to LNG Users or third parties, it also provides services supplementary to the Basic LNG Activity (Additional LNG Services).These services specifically include inertion services, displacement of inert gas with natural gas and vessel cargo tank cool-down services, according to the provisions of this article.
2. The provision of additional LNG services requires conclusion of a respective agreement between the interested party and the Operator.
3. Within a period of two (2) months after the Network Code comes into effect, the Operator will prepare a List of Additional LNG Services, in which the following will be specified:
   A) The additional LNG services to be provided.
   B) The price list based on which the service charges are to be calculated.
   C) A draft agreement for the provision of such services, which is proposed to all interested parties equally.
4. The List of Additional LNG Services will be updated by the Operator three (3) months before the start of each new year.
5. The List of Additional LNG Services, as well as any modifications thereto, will be notified to the Regulatory Authority for Energy (hereinafter RAE) and published on the web page of the Operator.
6. During provision of Additional LNG Services, the Operator will ensure the smooth, safe and cost effective operation of the LNG Facility, and in particular the unimpeded provision of the Basic LNG Service to LNG Users.It will also ensure due fulfillment of the obligations for provision of public utility services imposed on it.
7. The revenues and expenses of the Operator during provision of Additional LNG Services are registered under a separate code in the LNG Facility Basic Activity account record kept by the Operator, and are not taken into consideration for the purposes of calculating the National Natural Gas Transmission System (NNGS) Usage Tariff.

## Article 73

## Transfer of Booked Gasification Capacity, Additional Storage Area and Temporary Storage Area

1. Any LNG User (Transferor User) may enter into a transfer agreement with another LNG User (Transferee User):

   A) For all or part of the Gasification Capacity which it has booked under article [71]. The Booked Gasification Capacity of the Transfer User which is associated to the Minimum Gasification Capacity of an LNG Quantity which is included in the Final Montly Plan of Month M, in accordane with Article [70] par. 4 case A), and until the end of the Unloading Time of said LNG Quantity cannot be tranfered.

   B) For all or part of the Temporary Storage Area that has been allocated to it as part of the Basic LNG Service, according to the Final Monthly Plan for Month M

   C) For all or part of the Additional Storage Space which it has booked under articles [76] and [$76^{A}$].

   Under the transfer agreement the Transferor and the Transferee agree that the Transferee will assume all rights and obligations of the Transferor deriving from the provisions of the Code and the terms of the LNG Agreement in relation to the Transferred LNG Product under cases A) to C) above, and is rendered exclusively responsible against the Operator for the fulfillment of these obligations, particularly those that concern payment of the current NNGS Usage Tariff and those that concern any financial obligation that arises from the booking of Additional Storage Area under articles [76] and [$76^{A}$].

2. The transfer agreement will take effect subsequent to the written consent of the Operator. To this end, the contracting parties will inform the Operator in writing in relation to the unique code of the Approved Application related to the tranfered quantities and submit all details of the transfer by 13:00 of the Day which precedes the Day on which the transfer is to take place. The Operator will not give its consent in writing, and the agreement will be rendered invalid, in the case that at least one of the following applies:

   A) In the case that any realisation of the transfer might result in violation of the provisions of the Network Code by the Transferor or the Transferee.

   B) In the case that the Transferee has not submitted to the Operator LNG Application under the terms of the LNG contract by 12:00 of the Day which precedes the Day on which the transfer is due to take place, for the transferred Gasification Capacity and for the duration of the transfer.

   C) In the case the LNG Application of subparagraph B) is rejected by the Operator in accordane with the provisions of Article [71].

   D) In the case that the Transferor has not submitted to the Operator an application for modification of Booked Gasification Capacity according to the provisions of article [71] by 12:00 of the Day which precedes the Day on which the transfer is due to take place, for the transferred Gasification Capacity and for the duration of the transfer.

3. The Operator must inform the Transferor and the Transferee Users regarding its consent or not to the utilization of the said transfer up to 16:00 of the preceding Day from the Day on which the transfer is due to take place.

## Article 73[A]

## Lease of Booked Gasification Capacity, Additional Storage Area and Temporary Storage Area

1. Every LNG User (Lessor User) may conclude a LNG leas agreement with another User (Lessee User,),

   A) For all or part of the Gasification Capacity which it has booked under article [71]

   B) For all or part of the Temporary Storage Area that has been allocated to it as part of the Basic LNG Service

   C) For all or part of the Additional Storage Area that it has booked under articles [76], [76[A]] and [76[B]].

2. Under the LNG leasing agreement, the Lessor assumes responsibility for the gasification of LNG quantity on behalf of the Lessee, where the lease relates to case A) above, and/or the storage of LNG quantity for the Lesseewhere the lease pertains to cases B) and C) above, as defined in the lease agreement.

3. The LNG leasing agreement will specify in particular:

   A) The process by which the Lessor is entitled to require the other party to interrupt the lease for part or all of the leased quantity in cases A) to C) of paragraph 1.

   B) The compensation which the Lessor User is obliged to pay to the Lessee User in the event of interruption of the lease under case A). Compensation is determined by the Lessor, which will take into account the estimated probability of the interruption of the lease during the time the lease agreement is in effect, based on estimations of the developments in demand for natural gas and on historical data.

   C) The shared division between Lessor and Lessee of at least the following:

      (i) The quantities of LNG held by the Lessor and the Lessee in the Temporary Storage Area and/or Additional Storage Area

      (ii) The quantities of LNG held by the Lessor and the Lessee that are gasified, taking into account any mandatory gasification under article [79].

      (iii) the Daily LNG Reserve of the Lessor and the Lessee.

   D) Issues related to management of any residual LNG Reserve of the Lessee after the expiry of the leasing contract.

4. The conclusion of the LNG leasing agreement does not require consent of the Operator. The Lessor remains solely liable to the Operator for fulfillment of the conditions resulting from the provisions of the Network Code and the terms of the LNG Agreement that it has entered into with the Operator, as well as for payment of the applicable NNGS Usage Tariff and any financial obligations

arising from the booking of Additional Storage Areas under articles [76], [76$^{A}$] and [76$^{B}$]. The Lessor must inform the Operator of each case of leasing on the day that the lease agreement is concluded, and must also inform the Operator of the quantities covered by the lease in cases (A) to (C) of paragraph 1 and the duration of the lease. The Lessor must inform the Operator in all cases where it proceeds with interruption of the lease under case (A) of paragraph [3], and at the latest, one (1) Day following interruption of the lease.

## Article 73$^{B}$

## Offer of unused Booked Gasification Capacity, Additional Storage Areas and Temporary Storage Areas on the secondary market

1. Each LNG User is obliged to offer any part of the Booked Gasification Capacity, Additional Storage and Temporary Storage Areas that it considers it will not use for a given period, according to the provisions of this article (Unused LNG Amount) to third party users for transfer as per article [73], or lease as per article [73$^{A}$]). The Unused LNG Amount will be made available either via the Electronic Trading System or by direct negotiation in accordance with the stipulations of this article.

2. For the disposal of Unused LNG Quantities in the secondary market, the bidding User is required to register his offer in the Electronic Transaction System. The offer must include the following:

   A) Specification of the Unused LNG Amount available for offer, the day or period for which it is offered, and the price that the offering User requires for offer of the Unused LNG Amount. If the Unused LNG Amount relates to Booked Gasification Capacity and/or to Temporary Storage Area, the LNG User must enter the proportion of the amount offered against each Approved LNG Application separately.

   B) Specification of the terms under which the applications of interested users will be evaluated.

   C) In the case of an offer of leasing, the provisions of paragraph [3] of article [73$^{A}$] are applicable.

3. The User may make more than one Unused LNG Amount available under the same offer at the same price. Interested Users declare acceptance of the offer of an Unused LNG Amount via the Electronic Transactions System. The offering Userwill be informed of any such acceptance via the Electronic Transactions System.

4. In the case of disposal of Unused LNG Amount by direct negotiation between the parties, the provisions of article [73] in the case of transfers, and article [73A] in the case of leasing, must be respected as appropriate. At the end of the procedure carried out in each case, the Operator will disclose the size of the Booked Gasification Capacity, the Additional Storage Area and the Temporary Storage Area that was transferred or leased, as well as the commencement date or the duration of transfer or lease.

5. Until the Electronic Transaction System is put into operation:

A) (i) Any reference to the Electronic Transaction System will be understood as referring to the Electronic Information System.

(ii) The Operator will notify the offering User of acceptance of the offer of availability on behalf of the interested User, as per the provisions of paragraph [3], via fax or email.

B) Furthermore, LNG Users may dispose of Unused LNG Amount under the open procedure carried out by offering Users, which is based on market mechanisms and is posted on the offering User's website and the Electronic Information System. In this case, the offering User must inform the Operator in writing of the initiation of this open tender procedure, and at the same time will ask the Operator to post the notification on the Electronic Information System. The offering User's notification should include all details provided for in paragraph [2], as well as details of the process by which the open procedure is to be carried out and the Unused LNG Quantity allocated to interested parties. At the end of the process, the offering User will notify the Operator in writing of the results of the open procedure, and provide details of actions necessary to complete the transfer or lease process under articles [73] and [$73^{A}$] respectively. At the end of the applicable procedure, the Operator will update the Electronic Information System, indicating the size of the Booked Gasification Capacity, the Additional Storage Area and/or Temporary Storage Area that was transferred or leased, as well as the date or period of time for which the transfer or lease of the said Unused LNG Amount has been agreed.

6. The Operator bears no liability whatsoever towards the Tenderer and/or the User accepting the offer and/or any third party as far as the veracity of the statements of intent contained in the Offer or the acceptance thereof, or with regard to the solvency of the beneficiaries or the acts or omissions of the Offerrer and/or the User accepting the offer over the period of operation and performance of the contract that are due to negligent performance or a breach of contractual obligation, to which the general provisions of contract law apply.

7. Within thirty (30) days of the end of each quarter, the Operator will submit a report on the offer of Unused Booked Gasification Capacity, Additional Storage Area and Temporary Storage Area to the RAE. The report will describe instances where Unused LNG Amount from LNG Users were allocated to other interested Users in each of the previous three (3) months, and will include all relevant details relating to the allocation process.

8. The Operator will keep records in electronic format for at least five (5) years, comprised of the following information:

A) The size of the Unused LNG Amount which was transferred or leased.

B) The duration of transfer or lease periods.

C) All relevant details pertaining to the interruption of leases.

9. By decision of the Operator, and following approval by RAE, according to the provision of Article 69(5) of the Law, it is possible to set a maximum upper limit for the price of transfer or leasing offers for Unused LNG Amount under paragraphs [2] and [5] for a specific time period that cannot exceed two (2) months.This is

provided that there is documented evidence that the price is reaching unjustifiably high levels, as per the rules of healthy competition and the prevailing availability of Unused LNG Amount, during the time that imposition of this measure is being considered, also taking into account the NNGS User Tariff. The details for the implementation of the measure will be specified in the abovementioned decision of the Operator.

## Article 74
## Release of Unused Booked Gasification Capacity

1. Under a justified Operator decision, as per the provisions of Article 71(5) of the Law, Gasification Capacity that has been booked by an LNG User may be released for a specific time period, provided that:
   A) The LNG User's Daily Reserve is zero,
   B) Unloading of an LNG Quantity is not planned on behalf of the LNG User as per the procedures of article [84] or article [88] during the time period in question and
   C) Other LNG Users or third parties have submitted requests to the Operator to book Gasification Capacity, which cannot be fulfilled due to lack of available capacity in the LNG Facility.
2. The carrying out of the above transfer does not require the consent of the LNG User from whom the Booked Gasification Capacity is released.
3. Changes in the Booked Gasification Capacity of the LNG User as per the provisions of this article do not constitute a change for which it is necessary to modify the Approved LNG Application within the framework of the LNG Agreement. The modifications in question become applicable immediately upon issuance of the Operator's decision, as per the provisions of Article 71(5) of the Law. The Operator's decision will include the duration and reasons for the change taking place.
4. Systematic non-use of Booked Gasification Capacity refers to cases in which the average value of the sum in case (F) of article[$88^{B}$] paragraph [1] during the six (6) consecutive Months ,which concern the LNG Statement of Use as per article [$88^{B}$], is less than 80% of the mean value of Booked Gasification Capacity during the same period.
5. Where, according to the information contained in the LNG Statement of Use, it arises that there is:
   A) Systematic non-use of Booked Gasification Capacity which may adversely affect the ability of third parties to access the LNG Facility, the economic efficiency of the LNG Facility, the security of supply and the ability to supply utilities and
   B) The failure to offer, on the secondary market as per article [$73^{B}$], all or part of the Booked Gasification Capacity for at least 70% of the time during which the average value of the sum of Used Booked Gasification Capacity is less than 80% of Booked Gasification Capacity.

The Operator may, at the request of RAE, invite the User to provide clarifications, giving the User a minimum deadline period of fifteen (15) days in order for the latter to justify said non-usage or non-offer of Booked Gasification Capacity on the secondary market. The information submitted by the User will be forwarded to RAE. If the LNG User does not provide a justified explanation in due time or provides inadequate explanation for non-usage of the Gasification Capacity that it had booked, the Operator, via a reasoned decision according to the provisions of Article 71(5) of the Law, must release at least 20% of the Gasification Capacity booked by the LNG User within the next Month.This release must be for a set time period not less than the total Temporary Storage period plus two Days.

6. All decisions of the Operator in accordance with this article will be published on the Operator's website in Greek and English.

7. With the signature of the Approved LNG Application between an applicant in case C) of paragraph 1 and the Operator or other interested party (New LNG User), the LNG User releasing Booked Gasification Capacity will be exempt from obligation to pay the corresponding sum, as per the NNGS Usage Tariff, for the time period in question and for that part of the released gasification capacity booked by the New LNG User.

## Article 75
## Available Storage Space of the LNG Facility

1. At the latest by 30 September each Year, the Operator will announce the following via the Electronic Information System:

   A) The Total Storage Space of the LNG Facility, which is defined as the technically measurable storage area of the LNG Facility, as determined based on the relevant methodology, taking into consideration the distance from the bottom of each storage tank up to the maximum level that can be allocated within it for LNG storage.

   B) The Available Storage Space for every Month of the relevant Year,in the LNG Facility, which is calculated as the difference between the Total Storage Area of the LNG Facility and the parts thereof that:

      (i) Cannot be used for technical reasons. This section is determined by the Operator on the basis of relevant methodology. The section of the LNG Facility's Total Storage Space that cannot be used for technical reasons includes storage space that may be booked by the Operator prior to LNG Unloading, and the aim is to secure unhindered unloading thereof (Unloading Section). The methodology for calculating the necessary Unloading Section is determined by decision of the Operator and approved by the RAE, as per the provisions of Article 69(5) of the Law, and is published in the Electronic Information System.

      (ii) The area is already booked by the Operator to (a) meet Gas balancing and Operational Gas offsetting needs, according to the provisions of Article [46] (Balancing Storage Space), and (b) for supply of public utility services.

2. By June 1st of each Year, the Operator will submit a proposal to the RAE for approval, as per the provisions of Article 71(3) of the Law, with regard to that section of the Total Storage Space of the LNG Facility that is booked for the provision of public utility services during the next Year, accompanied by all relevant data. RAE will make a respective decision within two (2) months.
3. The Available Storage Space is either made available to LNG Users within the framework of the Basic LNG Service, or as Additional Storage Space, as per the provisions of article [76] of the Network Code.

## Article 76
## Additional Storage Space of the LNG Facility

1. The Additional Storage Space of the LNG Facility for each Day of the Month (M) is defined as that part of the Available Storage Space that has not been allocated to LNG Users in addition to the Temporary Storage Space.
2. The methodology used to determine the Additional Storage Space is specified by a decision of the Operator, following approval from the RAE, as per the provisions of article [69] paragraph [5], of the Law, and is published in the Electronic Information System. For the determination of the Additional Storage Space, the Operator particularly takes into consideration the following:
   A) The Available Storage Space of the LNG Facility.
   B) The part of the Available Storage Space that is disposed to LNG Users as a Temporary Storage Space, within the Basic LNG Service provision framework.
   C) The Gasification Capacity of the LNG Facility.
   D) The Final Monthly LNG Plan for Month M.
   E) The Operator's Daily LNG Balancing Reserve, as per the provisions of article [$77^{B}$].
   F) Applications submitted for unplanned unloading of LNG, as per article [88], by the end of the seventh ($7^{th}$) Day prior to the beginning of each Month, regardless of whether their evaluation has been completed.
3. The Additional Storage Space of the LNG Facility is allocated by the Operator to applicant LNG Users according to the Monthly and Daily Additional Storage Space Tender Procedure, according to articles [$76^{A}$], [$76^{B}$] and [$76^{C}$]
4. LNG Users may agree among themselves to the transfer or lease of Additional Storage Space allocated to them under the Monthly Storage Area Tender Procedure, according to the provisions of articles [73] and [$73^{A}$].
5. The Operator will update its estimates with regard to any part of the Additional Storage Space of the LNG Facility that remains available on a daily basis, for each Day (d) of Month M, based on the methodology referred to paragraph [2] in the following cases:
   A) Following each update of the Monthly LNG Plan as per article [86] paragraph [10].

B) Following each release of storage areas as per articles [$88^{A}$] and [$76^{D}$].

C) Following the availability of part of the Balancing Storage Space (article [$77^{B}$].

D) Following completion of the Monthly Storage Space Tender Procedure and the announcement of the results of same as per article [$76^{A}$].

6. The Operator will issue an announcement through the Electronic Information System updating information regarding the percentage availability of space in the Additional Storage Space remaining on offer, within one (1) hour after the completion of the actions referred to in cases (A) to (D) of the previous paragraph. The relevant file must be in the form of an editable table, with Additional Storage Space expressed in volume and energy units, with explicit reference to the Gross Calorific Value needed for the conversion. The file must include the date and time when the update is performed.

## Article $76^{A}$
## Monthly Offer of Additional Storage Space

1. By 14:00 of the sixth ($6^{th}$) Day before the beginning of each Month M, the Operator announces the Additional Storage Space for each Day of Month M on the Electronic Information System.The relevant file must be in the form of an editable table and the Additional Storage Space is expressed in volume and energy units with explicit reference to the Gross Calorific Value used for the modification.

2. LNG Users have the right to participate in the Additional Storage Area booking procedure, subject to the provisions of article [$88^{B}$] as long as they fulfill at least one of the following conditions:

   A) The Daily LNG Reserve of the LNG User on the Day before the announcement Day of the Additional Storage Space according to paragrpah [1] is above zero.

   B) The Final LNG Monthly Plan provides the unloading of at least one LNG Cargo belonging to the LNG User within the Month M or within the time-period between the sixth ($6^{th}$) and last Day before the beginning of Month M

3. By 08:30 of the fourth ($4^{th}$ ) Day before the beginning of Month M, each interested LNG User submits an electronic application to the Operator via the Electronic Information System up to five (5) offers reserving Additional Storage Space for one or more Days during the Month. Each offer is submitted according to the template titled ‘Offer to Book Additional Storage Space under the Monthly Procedure’, which is published in the Electronic Information System.

4. Each offer by the LNG User must include the following details:

   A) The Days of the Month M on which the LNG User wishes to reserve Additional Storage Space. The offers of the LNG User exclusively concern Days within the Month M on which the LNG User is in possession of at least one (1) valid Approved LNG Application in the framework of LNG Agreement concluded with the Operator.

B) For each Day (d) nominated by the LNG User under case A) above, the portion of the Additional Storage Area for which booking is requested is to be expressed in energy units (kWh) and the unit price offered is to be expressed in EUR/1000kWh.

C) A statement by the participant declaring explicit and unreserved acceptance of the terms, the procedure, and the outcome of the tender.

D) A statement by the participant regarding acceptance or otherwise of allocation of only a part of the requested Additional Storage Space for a Day (d), given that the provisions of article [$76^{C}$], paragraph [5](B) are applicable.

5. The upper limit of the Additional Storage Space that can be offered at a participant LNG User (i) in relation to the Day (d) of Month (M) is calculated as follows:

$MCapSi,d = 0$, if $(MSi,d - MEAΠi,d) \geq 0$, or

$MCapSi,d = \min(|MSi,d - MEAΠi,d|, MaxΠAXMd)$, if $(MSi,d - MEAΠi,d) < 0$

Where:

MCapSi,d, (kWh): The upper limit of the Additional Storage Space that can be offered at an LNG User (i) during the Day (d),

MSi,d, (kWh): The sum of the part of Available Storage Space of the LNG Facility for which, the Day (d):

A) has been offered to an LNG User (i) as Temporary Storage Space, in the framework of the Basic LNG Service, and

B) has been transferred to the LNG User (i) from other LNG Users, taking into consideration the approved from the Operator tranfers until the Day that precedes the Day of the execution of the Montly Offer of Additional Storage Space,

minus the sum of the part of Avalaible Storage Space of the LNG Facility which, for the Day (d):

C) has been returned from the LNG User (i) to the Operator according to the provisions of article [88C]

D) has been disposed from the LNG User(i) towards other LNG Users, taking into consideration the transfers that have been approved fromthe Operator until the Day preceding the Day of the execution of the Monthly Offer of Additional Storage Space, and

E) the release from the User (i) according to article [76D]

MEAΠi,d, (kWh): The Estimated Reserve of an LNG User (i) for Day (d), which is announced by the Operator in parallel with the procedure of Additional Storage Space according to par. [1], calculated as follows:

F) The first Day of Month M:

$MEAΠi,d = MHAΠi,ref + MCargo + ΠΣ$

Where:

MEAΠi,d, (kWh): The Estimated Reserve of LNG User (i) for Day (d)

MHAΠi,ref, (kWh): The difference of Daily LNG Reserve of User (i) and LNG Quantity that has been unloaded on behalf of an LNG User (i) during the Day

that preceds the Day of announcement of the Additional Storage Space available for booking, according to par. [1]

MCargo, (kWh): The LNG Quantity that has been unloaded or is scheduled to be unloaded on behalf on an LNG User (i) during the timeline from the Day that preceds the Day of the announcmet of Additional Storag Space available for booking according to par.[1] and up to Day (d).

ΠΣ, (kWh): The diference between the total LNG Quantity that were sold to the LNG User (i) from other LNG Users and the quantity that was sold from LNG User (i) to other LNG Users, according to the LNG Transactions during the timeline from the Day of the announcmet of Additional Storage Space available for booking according to par.[1] and up to Day (d).

G) Fo any other Day (d) of Month M:

ΜΕΑΠi,d = ΜΕΑΠi,d-1 + MCargoi,d

Where:

ΜΕΑΠi,d, (kWh): The Estimated Reserve of the LNG User (i) for Day (d),

ΜΕΑΠi,d-1, (kWh): The Estimated Reserve of the LNG User (i) for Day (d-1),

MCargoi,d, (kWh): The LNG Quantity that is scheduled to be unloaded on behalf on an LNG User (i) during Day (d)

|MSi,d – ΜΕΑΠi,d|, (kWh): The absolute value of term (MSi,d – ΜΕΑΠi,d),

MaxΠΑΧMd, (kWh): The part of Additional Storage Space available for booking the Day (d) of Month M, according to par. [1]

6. The part of Additional Storage Space that is declared to an LNG User offer for Day (d) can't exceed the upper limit that is declared for Day (d) according to par. [5]. The LNG User is informed in relation to the upper limit that is valid for every Day (d) through EIS.

7. The offered unit price that the LNG User declares in his offer that he is willing to submit must be equal or above zero comma zero one euro per thousand kilowattthour (0,01 €/1000 kWh).

8. Offers are considered valid when submitted timely and according to the provisions of par. [4] and [7]. The validity of each offer is reviewed with respect to each Day (d) of the Month M separately. Under no circumstance does the invalidity of part of an offer for any of the Days of Month M render the entire offer invalid.

9. An offer may not be amended after its submission.

10. The evaluation of offers, commences on expiry of the deadline for the submission as per paragraph [3], and will be completed by 14:00 on the same Day.

11. In order to evaluate the offers, the Operator will draw up a Monthly Offer Ranking Table in which it records, for each Day (d) of Month M, and for each LNG User participating in the Additional Storage Space allocation procedure as per this article. For every valid offer by LNG Users, a record is also made of that part of the

Additional Storage Space for which there is a booking application, and the unit price offered.

12. Following completion of the Monthly Offer Ranking Table containing all valid offers by LNG Users participating in the Additional Storage Space allocation procedure as per the present article, the Operator will then rank the offers for each Day (d) by unit price in descending order. Offers with the same unit price are given equal ranking in the Monthly Offer Ranking Table for the specific Day (d).

13. Evaluation of offers and allocation of the Additional Storage Space is done in accordance with the terms and conditions of article [$76^{C}$].

14. As per the provisions of this article, the Operator will notify each participant in the Additional Storage Space allocation procedure of the results by 14:30 on the same Day, via the Electronic Information System.

## Article $76^{B}$
## Daily Offer of Additional Storage Space

1. Until 16:00 of each Day, the Operator announces in the Electronic Information System the Additional Storage Space that is available for booking for the next Day. The relevant file must be in the form of editable table, and the Additional Storage Space must be expressed in mass and energy units with mention in the Gross Calorific Value that is used for the conversion.

2. All LNG Users have the right to participate in the Additional Storage Space Booking Procedure as per the present article.

3. Offers to reserve all or part of the Additional Storage Space in relation to Day (d) are submitted to the Operator electronically, via the Electronic Information System, until 16:30 on the respective previous Day. Offers are to be submitted according to the template entitled 'Additional Storage Space Booking Offer under the Daily Procedure', which is published via the Electronic Information System.

4. Each offer by the LNG User must include the following details:

   A) Specification of the Additional Storage Space for which the booking application is made, expressed in integer multiples of thousand kilowhathours ( 1000 kWh), as well as the unit price offered expressed in Euro per thousand kilowhat hours (EUR/1000 kWh).

   B) A statement by the participant declaring explicit and unreserved acceptance of the terms, the procedure, and the outcome of the tender.

   C) A statement by the participant regarding acceptance or otherwise of allocation of only a part of the requested Additional Storage Space for a Day [d), given that the provisions of article [$76^{C}$] paragraph [5](B) are applicable.

5. The upper limit of the part of Additional Storage Space that can be offered in an LNG User (i) in relation to Day (d) of the Daily Offer of Additional Storage Space procedure, is calculated as follows:

$DCapSi,d = 0$, if $(DSi,d - DEA\Pi i,d) \geq 0$, or

$DCapSi,d = \min(|DSi,d - DEA\Pi i,d|, MaxΠAXDd)$, if $(DSi,d - DEA\Pi i,d) < 0$,

Where:

DCapSi,d, (kWh): The upper limit of Additional Sotrage Space that can be offered to the LNG User (i) during the Day (d),

DSi,d, (kWh): The sum if the part of the Available Storage Space of the LNG Facility for which the Day (d):

A) has been offered to the LNG User (i) as Temporary Storage Space according to the Basic LNG Service framework

B) has been offered to the LNG User (i) as Additional Storage Space according to the procedure of Montly Offer of Additional Storage Space, and

C) has been transferred to the LNG User (i) from other LNG Users, taking into consideration the transfers that have been approved by the Operator until the Day of the execution of the procedure for the Daily Offer of Additional Storage Space

minus the sum of the part of the Available Storage Space of the LNG Facility for which on Day (d):

D) has been returned from the LNG User (i) to the Operator according to the provisions of art. [88C]

E) has been transferred from the LNG User (i) to other LNG Users taking into consideration the transfers that have been approved from the Operator until the Day of the execution of the Daily Offer of Additional Storage Space procedure and

F) is released from the User (i) according to the procedure of art. [76D].

DΕΑΠi,d, (kWh): The Estimated Reserve of the LNG User (i) for Day (d), which is announced by the Operator parallel to the the procedure for the offer of Additional Storage Space, calculated as follows:

DΕΑΠi,d = DΗΑΠi,ref + DCargoi,ref + ΠΣi,ref

Where:

DΗΑΠi,ref, (kWh): The difference between the Daily LNG Reserve of the LNG User (i) and the LNG Quantity that has been unloaded on behalf of the LNG User (i) during the previous Day from the Day of the execution of the Daily Offer of Additional Storage Space

DCargoi,ref, (kWh): The LNG Quantity that has been unloaded or is scheduled for unloading at the LNG Facility on behalf of the LNG User (i) during the timeline between the previous Day of the execution of the Daily Offer of Additional Storage Space and the Day (d)

ΠΣi,ref, (kWh): The difference between the total LNG Quantity that has been sold from other LNG Users to the LNG User (i) and the total LNG Quantity that has been sold from the LNG User (i) to other LNG Users through LNG Transactions that refer to the Day of the execution of the daily Offer of Additional Storage Space procedure and the Day (d)

|DSi,d – DEAΠi,d|, (kWh): The absolute value of the term (DSi,d – DEAΠi,d),

MaxΠAXDd, (kWh): The part of the Additional Storage Space that is offered on Day (d), according to the relevant announcement of the Operator.

6. The part of the Additional Storage Space that is declared in an LNG User's offer for Day (d) can't exceed the upper limit set for the LNG User and for Day (d) according to par. [5].

7. The unit price which the LNG User declares that it is willing to pay in its offer, must be equal or greater than zero comma zero one euro per thousand of kilowattthour (0,01 €/1000 kWh).

8. Offers that are submitted in a timely manner and meet the conditions of paragraphs 4 to 7 are considered valid.

9. An offer may not be amended after its submission.

10. The evaluation of offers, commences on expiry of the deadline for the submission of offers as per paragraph 2, and is completed by 17:30 on the same Day.

11. In order to evaluate the offers, the Operator will draw up a Daily Offer Ranking Table in which it enters, for each LNG User participating in the Additional Storage Space allocation procedure as per this article, and for every valid offer made by LNG Users, the details of that part of the Additional Storage Space for which there is a booking application, and the unit price offered.

12. Following completion of the Daily Offer Ranking Table containing all valid offers by LNG Users participating in the Additional Storage Space allocation procedure as per the present article, the Operator will then rank all of the offers by unit price in descending order. Offers with the same unit price are given equal ranking in the Daily Offer Ranking Table.

13. Allocation of the Additional Storage Space is done in accordance with the terms and conditions of article [$76^{C}$].

14. As per the provisions of this article, the Operator will notify each participant in the Additional Storage Space allocation procedure of the results by 17:45 on the same Day, via the Electronic Information System.

## Article $76^{C}$

## Assessment Procedure of the Additional Storage Space Offer

1. The Operator will ensure the confidentiality of the tender procedure and that there will be no access to individual participant's offers prior to the start of the assessment procedure.

2. Participants in the offer submission procedure may follow the assessment procedure via the Electronic Transactions System. Details concerning the procedure for electronic access during this stage are published by the Operator in the Electronic Information System. In any case where electronic access is not feasible, the Operator will permit the physical presence of authorised representatives, of any participant who has submitted one or more offers, on its premises during the assessment procedure.

3. Once the drawing up of the Offer Ranking Table for Monthly offers or the Ranking Table for Daily Offers complete (as per article [76A] or [76B] respectively), Operator calculates the requested volume of Additional Storage Space for each Day (d), starting with the offer ranked first (the highest offer), and subsequently in descending order from the highest to the lowest offer price as per the respective ranking table, until the sum of the requested volume of Additional Storage Space is, in the first instance, equal to or greater than the Available Additional Storage Space for the Day (d), according to the Operator's announcement made as per articles [76] and [$76^{A}$]. The unit price of the offer for which the aforementioned equivalent or greater volume is recorded, is the Threshold Price for Day (d).

4. If during the execution of the abovementioned procedure the inclusion of one more offer from an LNG User would have as a result the overrun of the upper limit of the part of the Additional Storage Space that can be offered to an LNG User during that Day:

   A) The Operator does not include in the abovementioned procedure said offer of the User, as long as the LNG User has declared in his offer that he does not accept the partial allocation of the requested Additional Storage Area, as well as various offers of the LNG User that are ranked lower, or

   B) Whether the LNG User has declared in his offer that he accepts the partial allocation of the requested Additional Storage Space, the Operator includes in the abomentioned procedure only the part of said offer that does not cause overrun of the upper limit and does not include other offers of the LNG User that are ranked lower.

5. For each Day of the Month, the Operator decides on the allocation of Additional Storage Space as follows:

   A) In the case that the sum of the requested parts of the Additional Storage Space, after taking all offers into consideration, does not exceed the Available Additional Storage Space, then the requested parts of the Additional Storage Space are allocated to all participants in accordance with their offers, and at a zero unit price.

   B) In the case that the sum of the requested parts of the Additional Storage Space, after taking all offers into consideration, is greater the Available Additional Storage Space, then allocation of the available parts of the Additional Storage Space is made exclusively to those participants which have submitted offers with a unit price equivalent to or greater than the Threshold Price. More specifically, the following apply:

      (i) If there is a single Threshold Offer, this is will be satisfied for that part which is equivalent to the difference between Available Additional Storage Space and the sum of the requested parts of the Additional Storage Area, according to the highest ranking offers in the Ranking Table after the Threshold Offer (Residual Additional Storage Space). If the Threshold Offer is submitted by a participant that has declared, as per articles [$76^{A}$] and [$76^{B}$], that it does not wish to take up the allocation of the Residual Additional Storage Space, the Operator will

reject this offer and consider the next offer in the Ranking Table. If this subsequent offer exceeds the Residual Additional Storage Space, and is acceptable according to the terms of this paragraph, then a new Threshold Price will be set, and this offer will be treated as the Threshold Offer. In the case that the requested part of Additional Storage Space of the new offer is less than the Residual Additional Storage Area, then the Operator will consider each subsequent offer until the sum of the requested Additional Storage Space, derived from all offers under consideration, is greater than the Residual Additional Storage Space. If the remaining Additional Storage Space is not exceeded, then case A applies.

(ii) If there are two or more Threshold Offers, then the Residual Additional Storage Space, as defined in case (i), is allocated to participants submitting Threshold Offers, in proportion to that part of Additional Storage Space requested in each offer. If one of the participants has declared in their offer that it will not accept partial allocation of the requested Additional Storage Space, then the remaining Additional Storage Space will be allocated according to the same rule, i.e. in equal proportion to all participants that do accept partial concession of the requested Additional Storage Space. In case that all the participants with Threshold Offers have declared that they will not accept the allocation of part of the requested Additional Storage Space, the procedure as per case (i) is applied, with rejection of all Threshold Offers, and consideration of the next offer in the ranking order list.

6. Where paragraph [5](B), is applicable with regard to the Monthly Additional Storage Space Tender Procedure as per article [$76^{A}$], participants that have been allocated Additional Storage Area will pay the Operator an amount equivalent to: the sum total for each Day (d) of Month M that results from the product of that part of the Additional Storage Space allocated to them for each specific Day, multiplied by the Threshold Price for each specific Day (d).

7. Where paragraph [5](B), is applicable with regard to the Daily Additional Storage Space Tender Procedure as per article [$76^{B}$], participants to which a part of the Additional Storage Area is allocated will pay the Operator an amount equivalent to: the sum total for each Day (d) of month M that results from the product of that part of the Additional Storage Space allocated to them for that specific Day, multiplied by the Threshold Price for the specific Day (d).

8. Any part of the Additional Storage Space of the LNG Facility not allocated to LNG Users through the Monthly Storage Space Tender Procedure is considered to be part of the Available Storage Space that remains on offer, for the following purposes, in the order of priority given below:

   A) To meet unplanned requests for LNG unloading, as per article [88].

   B) To meet requests for the rescheduling of LNG unloads as per article [67], paragraph [10].

   C) As part of the Daily Storage Space Allocation Procedure according to article [$76^{B}$].

4. The Operator keeps records of all relevant information pertaining to each Competitive Monthly and Daily Storage Space Tender Procedure (submitted applications, offers, evaluation etc.), for a period not less than five (5) years.

5. All competitive tender procedures held as per articles [$76^{A}$] and [$76^{B}$], which are kept on record by the Operator as per the above paragraph, will be allocated a unique reference number (Competitive Procedure ID) by the Operator.

## Article $76^{D}$
## Release of non used Available Storage Space of the LNG Facility

1. The Operator, with justified decision, according to the provisions of par. [5] art. [71] of Law 4001/2011, releases for a specific timeframe part of the Available Storage Area of the LNG Facility which has been offered to an LNG User as a Temporary Storage Space within the framework of the Basic LNG Service framework and as an Additional Storage Space as long as the following conditions apply cumulatively:

A) An LNG User has submitted to the Operator an application for a non-scheduled unloading of an LNG Quantity, as described in art. [88] and

B)The acceptance of said application from the Operator requires at least the partial release of the Available Storage Space that has already been offered to the LNG User and that will not be used during the timeframe that is required to satisfy the application of the LNG User, namely the Maximum Estimated Reserve of the LNG User during the timeframe of the release must be lower than the part of the Available Storage Space that has been offered to the User.

2. For the actualization of the above release the LNG User's consent, from which the Available Storage Space is released, is not required

3. If the conditions of par. [1] concur, the area is released from each LNG User for which on relation to the Day (d) and within the timeframe the release takes place the following apply:

   A) Has at least one (1) in effect Approved LNG Apllication and

   B) The differenve between the part of the Available Storage Space that has been offered and the Maximum Estimated Reserve is positive. The abovementioned difference is considered as the Maximum Daily Release Quantity for an LNG User for the Day (d)

4. The part of the Available Storage Space that has been offered to the User (i) for the Day (d) within the timeframe of release is calculated as the sum of the part of the Available Storage Space of the LNG Facility for which, the Day (d):

   A) has been offered to the LNG User (i) as Temporary Storage Space within the framework of the Basic LNG Service

B) has been offered to the LNG User (i) as Additional Storage Space according to the relevant Montlhy procedure of Additional Storage Space and

C) has been released to the LNG User (i) from other LNG Users, taking into consideration the releases that have been approved by the Operator until the Day that follows the Day of the submission of the application for non scheluded unloading

Minus the sum of the part of the Available Storage Space of the LNG Facility for which, the Day (d),

D) has been released by the LNG User (i) to other LNG Users, taking into consideration the releases that have been approved by the Operator until the Day that follows the Day of the application for non scheduled unloading

E) has been returned from the LNG User (i) to the Operator, according to the provisions of art. [88C]

5. The Maximum Estimated Reserve of the LNG User (i) for the Day (d) within the timeframe of the release is calculated as follows:

A) The first Day of the timeline of the release

$$ΕΑΠi = ΕΑΠi,ref + LNGCargoi,ref$$

Where:

ΕΑΠi, (kWh): The Maximum Estimated Reserve for LNG User (i) during the first Day of the timeline for the relase

ΕΑΠi,ref, (kWh): The difference between the Daily Reserve of the LNG User (i) and the LNG Quantity that has been unloaded on behalf of User (i) during the Day that preceded the Day of the sumbission of the application fro non scheduled unloading

LNGCargoi,ref, (kWh): The LNG Quantity that has been unloaded or is scheduled to unload in the LNG Facility on behalf of the LNG User (i), from the Day of the submission of the application for non scheduled unloading and up to the first Day of the timeline of the release.

B) Every other Day (d) within the timeline of the release:

$$ΕΑΠi,d = ΕΑΠi,d-1 + LNGCargoi,d$$

where:

ΕΑΠi,d (kWh): The Maximum Estimated Reserve of the LNG User (i) during the Day (d)

ΕΑΠi,d-1 (kWh): The Maximum Estimated Reserve of the LNG User (i) during the Day (d-1)

LNGCargoi,d, (kWh): The total LNG Quantity that is scheduled to be unloaded at the LNG Facility on behalf of LNG User (i) during Day (d).

6. The next Day from the Day of the acceptance of the application for non scheduled unloading of an LNG Quantity, the Operator informs every LNG User from whom storage space is released about:

A) The Days that release of non used Available Storage Space occurs

B) The total part of the Available Storage Space that is being released every one of the above mentioned Days (Daily Release Quantity)

C) The part of the Additional Storage Space that has been offered to the LNG User and is being released every one of the above mentioned Days, calculated according to par. [7]

D) The part of the Temporary Storage Space that has been offered to the LNG User within the framework of the Basic LNG Service and is being released every one of the abovementioned Days, calculated according to par. [8]

7. Every Day (d) during which a release occurs, the Operator releases based on priority part of the Additional Storage Space that has been offered to LNG Users and fulfill the criteria of par. [3]. From every LNG User a part of the offered Additional Storage Space is released, up to the minimum between the total Additional Storage Space and that has been offered and the Maximum Daily Release Quantity of the User for said Day. The procedure begins with the LNG User that has the larger Maximum Daily Release Quantity and continues with the rest of the LNG Users in a descending order of the Maximum Daily release Quantity, until one of the following conditions is fulfilled:

   A) The total released Additional Storage Space is equal to the Daily Released Quantity or

   B) The procedure has been applied to all LNG Users that fulfil the criteria of par. [3]

8. In case that after the abovementioned procedure the total Daily Release Quantity is not released, the Operator releases part of the Tempory Release Storage Space that has been offered within the framework of the Basic LNG Service to LNG Users that fulfil the cirteria of par. [3], and up to the point of the difference between the Daily Release Quantity and the and the Additional Storage Space that has already been released according to the previous paragraph. From every LNG User part of Additional Storage Space is released, and up to the point of the minimum between the total Temporary Storage Space that has been offered to the User and the Maximum Daily Release Quantity of the User for said Day minus the part that has been released according to the previoys paragraph. The procedure begins with the LNG User whom during that Day (d) has the largest Maximum Release Quantity and continues with the rest of the Users in an desceding order until the total released quantity of Temporary Storage Space is equal to the difference between the Daily Release Quantity and the quantity that has already been released according to par. [7]

9. In case that for the Day (d), Additional Storage Space is released from an LNG User according to the provisions of the present article, the price that the LNG Users owes to the Operator for the part of the Additional Storage Space that is released, is calculated as 5% of the weighted price for the acquisition of the whole Additional Storage Space for the Day (d), according to art. [76] to [76C].

10. The modification of the Temporary Storage Space that has been offered to an LNG User within the framework of the Basic LNG Service as described in this article does not constitute modification which requires a relevant modification in the Approved LNG Application, within the framework of the LNG Agreement between User and Operator. Said modification applies instantly, from the issuance of the Operator's decision according to par. [5] art. [71] of the Law. The Operator's decision includes the justification as well as the duration of the modification that takes place.

## Article 77
## Daily LNG Reserve

1. The Daily LNG Reserve of each LNG User is defined to be the Quantity of LNG which is stored in the LNG Facility for the LNG User at the end of each Day.

2. The Daily LNG Reserve of LNG User (i) on Day (d) ( $\mathrm{HAY_{i,d}}$ $\mathrm{HAY_{i,d}}$) is calculated according to the following formula:

$$\mathrm{HAY_{i,d}} = \mathrm{HAY_{i,d-1}} + \mathrm{E\Pi_{i,d}} - \mathrm{A\Pi_{i,d}} - \mathit{A}\Pi\mathrm{Y}_{i,d} + \Pi\Sigma_{\mathrm{i,d}}$$

Where:

| | | |
|---|---|---|
| $\mathrm{HAY_{i,d-1}}$ | : | The Daily LNG Reserve of LNG User (i) on Day (d-1) (kWh) |
| $\mathrm{E\Pi_{i,d}}$ | : | The Quantity of LNG injected into the LNG Facility by an LNG User (i) on Day (d) (kWh) |
| $\mathrm{A\Pi_{i,d}}$ | : | The Quantity of LNG gasified on behalf a LNG User (i) on Day (d), calculated as per the provisions of Chapter [7] of this Network Code (kWh) |
| $\mathit{A}\Pi\mathrm{Y}_{i,d}$ | : | LNG Facility Losses allocated to an LNG User (i) on Day (d), according to the procedure described in article [80], hereof (kWh) |
| $\Pi\Sigma_{\mathrm{i,d}}$ | : | The numerical sum of Quantities of LNG bought by an LNG User (i), less the Quantities of LNG sold by LNG User (i) on Day (d), as per the provisions of Article [78] (kWh). |

3. By 12:00 hrs each Day, the Operator will notify all LNG Users, via the Electronic Information System, regarding the amount of their Daily LNG Reserves, Temporary Storage Area and Additional Storage Area at the end of the previous Day, in volume and energy units, with explicit reference to the Gross Calorific Value used in the conversion.

4. In the case that the Daily LNG Reserve exceeds the total Temporary and Additional Storage Area on Day (d), then the excess quantity carries an Excess Reserve Charge, which will be imposed on the LNG User by the Operator. The Excess Reserve Charge is calculated as the product of the excess Quantity of LNG (kWh), multiplied by the unit charge (Unit Excess Reserve Charge), which is set at an amount equivalent to the Balancing Gas Reference Price in force on the Day in question. At

the end of the second year following the entry into force hereof, the Unit Excess Reserve Charge will be determined by decision of the Operator, subsequent to approval by RAE, according to the provisions of Article 69(5), of the Law, three (3) months before the start of every second Year. Revenues from Excess Reserve Charges are treated as revenues from the Basic LNG Activity, and are credited to the corresponding account held by the Operator.

5. By 13:00 of each Day, the Operator will notify, via the Electronic Information System, the sum of the Daily LNG Reserves, Temporary Storage Area and Additional Storage Area of all LNG Users on Day (d), in volume and energy units, with explicit reference to the Gross Calorific Value used in the conversion. This announcement is entered in the respective file, in the form of an editable table containing the above information for each Day of the Year on a five-year rolling basis.

## Article 77[A]

## Management of LNG User Reserves on expiry of the Approved LNG Application

1. Where the Daily LNG Reserve as per article [77] is other than zero, and the Approved LNG Application of the User expires on that Day:

   A) If the Daily LNG Reserve is positive, and the User has not submitted an application to amend the duration of the Approved LNG Application as per paragraph [19] of article [71], or the User's request cannot be met because the Temporary Storage Period for the last LNG Quantity to which the Approved LNG Application pertains has expired, and there is insufficient Additional Storage Area available to fully or partially service the remainder of the Daily LNG Reserve on the next Day (d), then the Operator will, in order of priority, proceed with the following:

      (i) It will compensate the User at a price equivalent to the product of the LNG Quantity remaining after expiry of the Approved LNG Application, multiplied by the Residual Quantitiy of LNG Unit Compensation Price , which is defined as a percentage equivalent to ten percent (10%) of the Reference Balancing Gas Price. In this case, the title of the remaining Quantity of LNG transfers to the Operator after expiry of the Approved LNG Application, and the aforementioned residual Quantity is added to the Operator's Balancing Gas Reserve, if there is available storage space.

      (ii) The provisions of article [79] are applicable.

   The above cases (i) and (ii) may be implemented on a supplementary basis.

   B) If the Daily LNG Reserve is negative, the Operator will charge the User a sum equivalent to the product of the absolute price of the residual Daily LNG Reserve, after expiry of the Approved LNG Application, multiplied by the Residual Quantitiy of LNG Unit Compensation Price. The latter shall be equal to the Reference Balancing Gas Price. In tis case the said quantity is substracted from the LNG Balancing Reserve.

2. At the end of the next Year following the entry into force hereof, the Unit Daily LNG Reserve Compensation and the Unit Residual Quantity Charge will be determined by decision of the Operator, subsequent to approval by RAE, according to the provisions of Article 69(5), of the Law, three (3) months before the start of every second Year.

## Article 77[B]
## Daily LNG Balancing Reserve

1. The Daily LNG Balancing Reserve is defined the quantity of LNG stored in the Balancing Storage Space at the end of each Day.
2. The Operator is obliged to make available to LNG Users that part of the Balancing Storage Space not used to store Balancing Quantities of LNG under the Daily Storage Space Tender Procedure, as per article [76 [B]].
3. The methodology for calculation of the Daily Balancing LNG Reserve and the part of the Balancing Storage Space that may be made available to LNG Users as per paragraph [2] is determined by decision of the Operator, and approved by RAE according to the provisions of Article 69(5) of the Law, and is published in the Electronic Information System.
4. The Operator announces the Daily Balancing LNG Reserve via the Electronic Information System, including details of that part of the Balancing Storage Space that is not used.The respective historical data is kept on a five-year rolling basis. The relevant file is in the form of an editable table.

## Article 78
## LNG Transactions

1. Users which have signed an Approved LNG Application with the Operator may proceed with transactions among themselves for quantities of LNG stored in the LNG Facility (LNG Transactions).
2. LNG Users undertaking LNG Transactions are obliged to submit transaction details to the Operator for approval not later than 13:00 on the preceding Day from the Day on which the agreement between them is applied, as follows: buyer's and seller's details, the quantity of LNG covered by the transaction, and the Day on which the transfer of title to the quantity of LNG is to take place.
3. Rejection of an LNG Transaction is permitted only where the quantity of LNG to which the transaction pertains is greater than the estimated Daily LNG Reserve of the seller, or where the purchaser doesn't have the required storage area on the day of the transaction.

## Article 79
## Mandatory adjustment of LNG gasification

1. During the Daily Planning procedure, the Operator will compare the nominated quantity of natural gas that Transmission Users are to deliver to the LNG Entry Point against the following:

   A) The estimated, at the end of the day to which the Nomination or Renomination applies, LNG Daily Reserve of LNG Users, from which Transmission Users are served. When estimating the Daily LNG Reserve of each LNG User, the Operator also takes into account any LNG Transactions taking place on the given day.

   B) Minimum Daily Send Out Rate of LNG Terminal

2. The Operator may modify or reject Transmission Users' Daily Nominations or Renominations for justifiable reasons, according to the procedure outlined in Chapter [4], and request that they submit a new Daily Nomination or Renomination as appropriate, indicating the necessary amendments to their nominations and respective changes to LNG gasification and deliveries of natural gas at the LNG Entry Point. They must also indicate delivery, on their behalf, of natural gas to other Entry Points and Reverse Flow Entry Points, with the exception of LNG Entry Point, where the following apply:

   A) The sum of the quantities of natural gas nominated by the Transmission Users for delivery to the LNG Entry Point by the same LNG User is greater than the estimated, as per paragraph [1], Daily LNG Reserve of the LNG User serving Transmission Users.

   B) The sum of the quantities of natural gas nominated by Transmission Users for delivery at the LNG Entry Point for the same LNG User is less than the quantity of natural gas required such that, as per paragraph [1], LNG Users serving Transmission Users have an estimated Daily LNG Reserve that does not exceed the sum of the Temporary Storage Space for each LNG vessel and the Additional Storage Space that has been allocated to the LNG User in question. Mandatory Gasification Quantity is considered to be the difference between the Natural Gas Quantity deliverable according to the above, and the sum of the quantities of natural gas nominated by Transmission Users at the LNG Entry Point that are associated with the specific LNG User in question.

   C) The total quantity of natural gas nominated by Transmission Users for delivery to the LNG Entry Point is less than the Minimum Daily Send Out Rate of LNG Terminal

3. In the event that, in the course of the Daily Planning Procedure, the Transmission Users in question do not submit a new Daily Nomination or Renomination or the Daily Nomination or Renomination submitted was not modified in a way ensuring that none of the above cases apply, the Operator has the right, on the Day related to the Nominations, to modify the LNG gasification and the delivery of the respective quantity of natural gas on behalf of the Transmission Users in question at the LNG Entry Point, as well as the delivery, on their behalf, of natural gas to any other Entry Points except from the LNG Entry Point, in a way so as to fully deal with the consequences of the above-mentioned cases.

4. If paragraph [2](B) is applicable, and provided that application of the provisions of paragraph [3] is not possible, for reasons relating in particular to the safe and efficient operation of the NNGS and the compliance of the Operator with respect to its contractual obligations against other LNG Users and Transmission Users falling within the above category, the following measures are taken:

   A) The Operator adapts LNG gasification and delivery of the corresponding quantity of natural gas for Transmission Users in paragraph [2](B) at the LNG Entry Point, via their confirmed quantities, in such a way as to at least partially address the consequences of the aforementioned paragraph [2](B). Mandatory Partial Gasification Quantity is considered to be the difference between the Quantity of natural gas delivered to the LNG Entry Point according to the provisions hereof, and the sum of the initial quantities of natural gas nominated by Transmission Users at the LNG Entry Point, as per paragraph [2](B).

   B) In addition to case A), or if its implementation is not possible, the Operator allocates the Mandatory Gasification Quantity or the Mandatory Gasification Quantity, less the Mandatory Partial Gasification Quantity as per case A) to other LNG Users or Transmission Users through a tender procedure and invites the Transmission Users in question to proceed to relevant modification of their Daily Nominations or Renominations. Until this procedure is initiated, the Operator will modify nominations of Transmission Users who have booked Transmission Delivery Capacity at the LNG Entry Point, but do not fall within the provisions of paragraph [2](B), in such a way as to allow for the off-take of Mandatory Gasification or Mandatory Partial Gasification quantities from the storage areas of the LNG Facility. The Operator will decide on the details of implementation of the above two procedures, particularly the price at which the Mandatory Gasification quantity, or the Mandatory Gasification quantity minus the Mandatory Partial Gasification quantities are made available, following approval by RAE, according to the provisions of paragraph 5, article 69 of the Law.

   C) If implementation of the provisions of cases A) to B) as above is not possible, the Operator will charge LNG Users serving Transmission Users falling under the provisions of paragraph [2](B), the LNG Excess Storage Space. Charge, which is equivalent to a sum of five hundred thousand (EUR 500.000) Euros for the first Day on which this case becomes applicable. This charge is increased by ten per cent (10%) for each additional Day on which the Transmission User served by the LNG User falls under the provisions of paragraph [2](B). At the end of the second year following the entry into force hereof, the LNG Excess Storage Space Charge will be determined by decision of the Operator, subsequent to approval by the RAE, according to the provisions of Article 69(5) of the Law, three (3) months before the start of every second year. Revenues from LNG Excess Storage Space Charges are treated as revenues from the Basic LNG Activity, and are credited to the corresponding account held by the Operator.

5. The Operator is obliged to apply the above measures in accordance with the principle of proportionality, and in a non-discriminatory manner, among the Transmission Users and LNG Users to which they pertain, and wherever this is required for the safe and efficient operation of the LNG Facility, as well as in cases of obstructions to provision of the public utility services assigned to it, or as required for the

fulfillment of the contractual obligations of the Operator towards other LNG and Transmission Users and, in particular, LNG Unloading by other LNG Users.

6. On the Day after implementation of any of the above measures, the Operator will notify RAE in writing regarding the reasons for implementing said measure, as per paragraph [6], and at the same time, will submit any other relevant data according to paragraphs [2], [3] and [4]. The Operator must also notify the RAE on the Day after any of the above measures ceases to apply, as appropriate.

## Article 80
## LNG Facility Losses

1. The LNG Facility Loss (AπYp) during a period p is defined as the difference between the total LNG injected into the LNG Facility (EπYp) during this period and the quantities gasified and injected in the Transmission System by the LNG Facility (AΠYp) over the same period, as these measured at NNGTS LNG Entry Points, duly increased by the difference between the quantities of natural gas stored in the LNG Facility (AπEγ) at the beginning (AπEγp-1) and the end (AπEγp) of the given period of time, according to the following formula:

   AπYp = EΠYp - AΠYp + (AπEγp-1 - AπEγp)

2. The Loss Coefficient of the LNG Facility (ΣAYp) during any given time period, is defined as the LNG Facility Loss ratio during the period in question and the sum of quantities gasified and injected into the Transmission System by the LNG Facility, as these are measured at the LNG Entry Point over the time period, increased by the LNG Facility Loss, according to the following formula:

$$\Sigma AY_p = \frac{A\pi Y_p}{A\pi Y_p + A\Pi Y_p}$$

3. By the 15th of November each Year, and subject to approval by RAE, the Operator will publish, via the Electronic Information System, its estimate of the value of the approved LNG Facility Loss Coefficient (EΣAY) valid for the next Year, as well as details of the methodology based on which the Operator has arrived at this estimate. During each Year, the value of the approved LNG Facility Loss Coefficient may be reviewed once (1) time after receiving the approval by RAE, at the request of the Operator.This is subject to specific justification and announcement in the Electronic Information System.

4. For each day during which the quantity gasified and injected to the Transmission System from the LNG Facility is greater than zero, and in order to estimate the LNG reserve of LNG Users, the Operator will distribute the LNG Facility Loss among LNG Users in proportion to the quantities each LNG User has gasified for Transmission Users on that same Day, calculated according to the procedure described in Chapter [7] of the Network Code.

5. For each Day during which no gasification takes place in the LNG Facility, the Operator will distribute the LNG Facility Loss among LNG Users, proportionate to the Daily LNG Reserve held by each LNG User at the beginning of the specific Day.

6. At the beginning of each Month the Operator calculates the Loss Coefficient of the immediately preceding Month (ΜΣΑΥ), taking into consideration those Days on which the quantity gasified and injected to the Transmission System from the LNG Facility was greater than or equal to the Minimum Daily LNG Gasification Rate of the LNG Facility.
7. If the LNG Facility Loss Coefficient during any month is greater than the Approved Loss Coefficient, then the Operator is liable for payment of compensation for LNG losses to LNG Users. LNG Loss Compensation is not paid to Users for days of the month where gasification is not performed by the LNG Facility, or when the quantity that was gasified and injected into the Transmission System from the LNG Facility was less than the Terminal's LNG Minimum Daily Send Out Rate
8. LNG Loss Compensation is calculated as the product of the LNG Loss Coefficient multiplied by a unit value (Unit LNG Loss Compensation Charge).
9. The LNG Loss Quantity for which compensation is calculated is the product of the difference between the LNG Facility Loss Coefficient for the particular Month and the Approved LNG Facility Loss Coefficient, multiplied by the sum of the LNG Facility Loss for the Month in question and the quantity gasified and injected to the Transmission System from the LNG Facility in that Month.
10. The Unit LNG Loss Compensation Charge is defined as equivalent to the average Balancing Gas Reference Price over the Month in question. At the end of the second Year after the Network Code comes into effect, the Unit LNG Loss Compensation Charge is determined by decision of the Operator and is subject to the approval of RAE, according to the provisions of Article 69(5) of the Law.
11. LNG Loss Compensation is distributed among LNG Users on a monthly basis, proportionate to the quantities of LNG that were gasified and injected to the Transmission System by the LNG Facility on behalf of the Transmission Users which are served by the LNG Users, as per the provisions of Chapter [7] of the Network Code.
12. Each Day during which gasification is carried out at the LNG Facility for the solely for Gas balancing and Operational Gas offsetting purposes, the Operator will allocate LNG Facility Losses among LNG Users in proportion to the Daily LNG Reserves held by each LNG User at the beginning of that Day.
13. The Operator will publish the LNG Facility Loss for each Day (d) with special reference to the Days where there are cases arising as per paragraphs [5] and [12]. The relevant file will be in the form of an editable table and the relevant information is kept for at least five (5) years.

## Article 81
## Annual LNG Vessel Unload Planning

1. In the interests of good, reliable, secure and cost effective operation of the LNG Facility, the Operator will complete an annual plan for LNG Unloading (Annual LNG Plan), through which the LNG Unloads for each Year will be scheduled.
2. To this end, Annual LNG Unload Plan nominations (Annual LNG Nominations) will be submitted to the Operator, according to the provisions of article [82].

3. LNG Users have the right to submit Annual LNG Nominations.

## Article 82
## Submission and Content of Annual LNG Nominations

1. Annual LNG Nominations are submitted to the Operator through the Electronic Information System, at the latest by 31st October of each Year (deadline for submission of Annual LNG Nominations).
2. For each Month of the Year in question, Annual LNG Nominations include the following details:
   A) The total number of LNG Quantities that the interested party wishes to unload during the Month.
   B) The volume of each LNG Quantity, as well as , if applicable, the Balancing LNG Quantity expressed as kWh and LNG m3.
   C) The name of the LNG vessel that will transport each LNG Quantity, if this information is available.
   D) The LNG Injection Time that the interested party estimates is necessary for injection of each LNG Quantity, plus the estimated time for the injection of any Balancing LNG Quantity.
   E) The desired LNG Unload Day for each LNG Quantity and any Balancing LNG quantity.
   F) The Temporary Storage Period for each LNG Quantity.
   G) A nomination from the LNG User (Multiple Quantities Statement), where there is combined transport of two or more Quantities by the specific LNG User or other Users, which are to be unloaded to the LNG facility from the same LNG Vessel during the same Initial Unloading Period. If a Multiple Quantities Statement is not submitted, then the Unloading Day is considered to relate only to the specified LNG Quantity.

## Article 83
## Annual LNG Planning Procedure

1. Following expiration of the deadline for submission of the Annual LNG Nominations, the Operator will draw up the Annual LNG Plan, according to the provisions of article [87], and prepare the initial annual LNG unload plan (Initial Annual LNG Plan).
2. The Operator will notify RAE and Users submitting Annual Nominations with details of the Initial Annual LNG Plan, via the Electronic Information System, at the latest on the 15th November before the beginning of each Year (Initial Annual LNG Plan Delivery Deadline).
3. The Initial Annual LNG Plan specifies:
   A) The LNG Unloading Day, the volume of each LNG Quantity, the Temporary Storage Period, and the volume of any LNG Balancing

Quantity. LNG Quantities for which a common unloading Nomination has been submitted in accordance with Article [84], will be deemed to have the same Unloading Day.

B) LNG Quantities that were not included in the schedule, as per the provisions of article [87], paragraph [6].

4. Any divergence between the Initial Annual LNG Plan and the details of Annual LNG Nominations submitted within the context of the Annual LNG Plan must be specifically justified by the Operator, which will notify the interested party accordingly. In this case, the interested party has the right to submit a new Annual LNG Nomination, as well as his objections on the Initial Annual LNG Plan within a period of seven (7) Days from the expiry of Initial Annual LNG Plan Delivery Deadline

5. The Operator will take the objections and all annual LNG Nominations submitted in accordance with paragraph [4] into account, subsequently preparing and issuing, through the Electronic Information System, a Final Annual LNG Plan to all respective interested parties, and RAE, no later than fourteen (14) Days after expiry of the Initial Annual LNG Plan Deadline, specifically justifying any deviations from the Annual LNG Nominations.

6. The Final Annual LNG Plan will be updated by the Operator in the following cases:

A) Following completion of the Monthly LNG Plan, pursuant to the provisions of Article [86].

B) Following signature of a new Approved LNG Application, or modification or termination of an existing Approved LNG Application under the respective LNG Agreement.

C) For reasons of Force Majeure.

D) In the case of cancellation of LNG Quantity unloading as per the provisions of paragraph [8 ] of article [86].

E) In the event that an LNG User who participated in the Annual LNG Plan:

(i) does not submit to the Operator an LNG Application at the latest forty-five (45) days before the beginning of the Month for which unloading or unloadings of LNG Quantity or Quantities have been scheduled on its behalf. For unloading or unloadings scheduled for January, does not submit to the operator an LNG application at the latest thirty (30) days before the beginning of the Month , or

(ii) the LNG Application that it submits in accordance with the provision of subparagraph (i) concerns the booking of Gasification Capacity smaller than the Minimal Gasification Capacity of the LNG Quantity of the LNG User for which an unloading has been scheduled inside Month M, or

(iii) the LNG Application that it submits in accordance with the provision of subparagraph (i) concerns a time period of supply of the related services shorter than the sum of the Unloading Time and of the Temporary Storage Period of the LNG Quantity in question.

In cases (i) to (iii) above, the corresponding LNG Unloading Times and Temporary Storage Periods shall be offered by the Operator to the interested parties, in accordance with the provisions of this Chapter.

F) In the case of non scheduled LNG Quantity unloading, as per the provisions of article [88].

7. The Final Annual LNG Plan and each update thereof will be published in the Electronic Information System. The respective file must be in the form of an editable table, and all values entered therein that relate to LNG quantities or storage areas, will be expressed in volume and energy units with explicit reference to the Gross Calorific Value used in conversion.

8. Within one (1) month from the end of each Year or on the Month immediately following the end of the LNG Facility Usage Agreement, if earlier, the Operator shall calculate, for each LNG User who participated in the Annual LNG Plan and on the condition that an LNG Quantity of the LNG User in question was included in the Final Annual LNG Plan, before any update thereto in accordance with paragraph [6], the difference between the total LNG Quantities that had been scheduled for unloading at the LNG Facility on behalf of the LNG User during the Year in questions, based on the Final Annual LNG Plan, before any update thereto in accordance with paragraph [6], and the total LNG Quantities that were unloaded at the LNG Facility on behalf of the LNG User during the Year in question (LNG Plan Deviation). In case the LNG Plan Deviation is higher than zero and higher than fifty percent (50%) of the total LNG Quantities that had been scheduled for unloading at the LNG Facility on behalf of the LNG User during the Year in question based on the Final Annual LNG Plan, before any update thereto in accordance with paragraph [6], the LNG User shall pay to the Operator an Annual LNG Plan Charge. The Annual LNG Plan Charge is established by the Operator's decision, following RAE's approval, and according to par. [5] art. [69] of the Law. The Operator's decision for establishing the Annual LNG Plan Charge for a specific Year is submitted to RAE at least thirty (30) days before the start of the Annual LNG Planning procedure for said Year. In case of idle expiration of the above mentioned deadline the Annual LNG Plan Charge for said Year equals to that of the previous Year.

9. The Operator will keep a record of the Final Annual LNG Plan and the Annual LNG Nominations submitted for the preparation thereof, in electronic format for a minimum period of five (5) years from their date of submission.

## Article 84
## Monthly LNG Vessel Unload Planning

1. In the interests of good, reliable, secure and cost effective operation of the LNG Facility, the Operator will complete an monthly plan for LNG unloading (Monthly LNG Plan), through which the unloads of LNG Quantities for will be scheduled, for the subsequent Month (Month M).

2. LNG Users have the right to participate in Monthly LNG planning.

3. To this end, each LNG User is obliged to submit a Monthly LNG Unload Nomination to the Operator, according to the provisions of article [85], wherever

the Final Annual LNG Plan contains Planned LNG Unloads for said User during a given Month (M).

4. If LNG Users do not submit Monthly Nominations, it is assumed that they will not proceed with unloading of LNG Quantities during the specific month (M).

5. During the Monthly LNG Planning procedure, each reference to the Final Annual LNG Plan is understood as a reference to the most recently updated Final Annual LNG Plan, as per the provisions of article [83], paragraph [6].

## Article 85
## Submission and Content of Monthly LNG Nominations

1. Monthly LNG Nominations are submitted to the Operator through the Electronic Information System, at the latest twenty eight (28) Days before the beginning of each month (M) (Monthly LNG Nomination Submission Deadline).

2. The Monthly LNG Nomination includes:

   A) For each LNG Quantity that the LNG User wishes to unload during month M:

      (i) The desired Unloading Day and a period of six (6) hours within that Day, during which LNG Injection will start.

      (ii) The volume of each LNGQuantity, as well as the volume of any Balancing LNG Quantity expressed as kWh and LNG m3.

      (iii) The name of the LNG vessel transporting it.

      (iv) The LNG Injection Time that the LNG User deems necessary for injection of the LNG Quantity, plus any Balancing LNG Quantity.

      (v) The desired Temporary Storage Period for each LNG Quantity.

   B) A nomination from the LNG User (Multiple Quantities Statement), where there is combined transport of two or more LNG Quantities, by the specific LNG User or other LNG Users, which are to be unloaded to the LNG facility from the same LNG vessel on the same Unloading Day. If a Multiple Quantities Statement is not submitted, then the Operator will assume that the Unloading Day concerns the specified LNG Quantity only.

## Article 86
## Monthly LNG Planning Procedure

1. Following the expiration of the Monthly LNG Nomination Submission Deadline , the Operator will carry out the Monthly Planning according to the provisions of article [87], and prepare the initial monthly LNG Quantities unloading schedule (Initial Monthly LNG Plan).

2. The Operator will notify RAE and Users submitting Monthly Nominations with details of the Initial Monthly LNG Plan via the Electronic Information System, at the latest fifteen (15) Days before the beginning of each Month (Initial Monthly LNG Plan Issue Deadline).

3. For each one of the three Months in question, the Initial Monthly LNG Plan specifies the following:

   A) The LNG Unload Day and a period of six (6) hours within that day, during which LNG Injection will start. LNG Cargoes for which a joint unload nomination has been submitted in accordance with article [85] will be deemed to have the same Unloading Day

   B) The volume and Temporary Storage Period for each LNG Cargo and any Balancing LNG Quantity.

   C) For each Day in the next three (3) Months, specification of that part of the LNG Facility's Available Storage Area that remains free for allocation, after completion of the planning procedure.

   D) LNG Cargoes that were not included in the schedule, as per the provisions of article [87], paragraphs [6] and [7].

4. Any divergence between the Initial Monthly LNG Plan and the details of Monthly LNG Nominations submitted within the context of the Monthly LNG Plan represents a duly justified proposal by the Operator, which will notify the corresponding Users accordingly. In this case, LNG Users or their authorised representatives under article [66], paragraph [9], have the right, within four (4) days of the expiry of the Initial Monthly LNG Plan Issue Deadline:

   A) To declare in writing that they accept the Operator's proposal by submitting in parallel an LNG Application according to art. [71] with which he requests to book at least the Minimum Gasification Capacity for the relevant Temporary Storage period that corresponds to each LNG Cargo that the User wishes to unload during Month M. Following the acceptance of the proposal from the LNG User and the approval of his LNG Application by the Operator, the relevant LNG Cargoes are included to the Final Monthly Plan according to paragraph [6].

   B) To declare in writing that they do not accept the Operator's proposal. Following rejection of the proposal on the part of an LNG User, it is assumed that said User will not be participating in the Final Monthly Plan, as per paragraph [6].

   C) To present the Operator with a written nomination for the LNG Cargoes unloads included in the proposal, which he accepts, submitting in parallel an LNG Application [as per. Art. 71] with which he requests the booking of at least the Minimum Gasification Capacity for the relevant Temporary Storage period that corresponds to each LNG Cargo that the User declared to accept to unload during Month M . The unloading of LNG Cargoes that the LNG User thereby accepts, and for which he has submitted the relevant LNG Application, are assumed to be included in the Final Monthly LNG Plan, as per paragraph [6].

   Non submission of a statement as per the above is interpreted as acceptance of the Operator's proposal on the part of LNG User.

5. In case an LNG User has not booked the Minimum Gasification Capacity for each LNG Cargo and for the whole Temporary Storage period, the condition for inclusion of each LNG Cargo in the Final Monthly Plan is to conclude the procedure for booking of Minimum Gasification Capacity for said LNG Quantity, through a signed Approved

LNG Application, within four (4) Days from the end of the Initial Monthly LNG Plan Issue Deadline according to par. [2].

As long as the sum of the LNG Cargo unloadings, that are included in the Monthly LNG statement of an LNG User are included in the Intial LNG Plan without deviations, then, these unloadings will be included in the Final Montly LNG Plan as per par. [6] under the condition that the LNG User has booked the Minimum Gasification Capacity for each LNG Quantity and for the whole Temporary Storage Period as per previous paragraph.

6. At least ten (10) Days before the beginning of each Month, the Operator:

A) Taking into account the provisions of paragraphs [4] and [5], will draw up and issue a Final Monthly LNG Plan, via the Electronic Information System, to LNG Users that have submitted a respective Monthly Nominations, and to RAE.

B) The Operator will update the Final Annual LNG Plan based on data from the Final Monthly LNG Plan.

7. LNG Users may agree among themselves to exchange LNG Unloading Time and corresponding Temporary Storage Periods within Month (M) or the next two Months to which the Final Monthly LNG Plan relates. This agreement will be drawn up in writing and communicated to the Operator. The Operator will accept the suggested LNG Unloading Time exchange among LNG Users and announce it on its website provided that:

A) The requisite LNG Storage Space is available.

B) It does not obstruct unloading of LNG Quantity by other Users, according to the Final Monthly LNG Plan.

8. In the event of cancellation of scheduled unloading of an LNG Quantity in Month M after publication of the Final Monthly LNG Plan which relates to Months M, the LNG User must pay the Operator a Planned LNG Unload Cancellation Charge, which is calculated as the product of the cancelled volume of the LNG Quantity, multiplied by a unit price (Unit Charge for Planned LNG Unload Cancellation). The Unit Charge for Planned LNG Unload Cancellation is set at a percentage equivalent to one percent (1%) of the Balancing Gas Reference Price on the first Day of the Month during which unloading of the said LNG Quantity was scheduled. The Planned LNG Unload Cancellation Charge cannot exceed the sum of one hundred thousand (EUR 100 000) Euros. After the end of the second Year in which the Network Code enters into force, the Unit Charge for cancellation of Planned LNG Unloads and the upper limit of the charge will be reviewed and determined by decision of the Operator, subject to the approval of RAE, according to the provisions of Article 69(5) of the Law, three (3) months before the beginning of every second Year. Revenues from Planned LNG Unload Cancellation Charges are treated as revenues from the Basic LNG Activity, and are credited to the corresponding account held by the Operator. For the purposes of this paragraph, any reference to the volume of the LNG Quantity relates to the sum of the LNG Quantity of the LNG User plus any Balancing LNG Quantity. The unloading of part or all of an LNG Quantity by a User other than the designated User under the Final Monthly

LNG Plan is not considered to be cancellation. Under these circumstances, case [16] of article [67] is applicable.

9. The Operator will maintain records of all Monthly LNG Plans and Monthly LNG Nominations, and store the relevant data in electronic format for a minimum period of five (5) years from their date of submission.

10. The Final Monthly Plan, will be updated by the Operator in the following cases:

    A) In the event of cancellation of a scheduled LNG Cargo unload and any Balancing LNG Quantity.

    B) In the event of unplanned unloading of LNG Cargo as per article 88.

    C) In the event of acceptance of an application for amendment of the Final Monthly LNG Plan as per paragraphs [10] to [16] of article [67].

    After each update of the Final Monthly LNG Plan, the Operator is responsible for the corresponding updating of the Final Annual LNG Plan.

11. The Operator will announce the details of each update to the Final Monthly and Annual LNG Plans via the Electronic Information System. The respective file must be in the form of an editable table, as per the provisions of article [83], paragraph [7], and must include the date and time of the update, which is carried out as follows:

    A) Within two (2) hours of receipt of information by the Operator regarding cancellation of a Planned LNG Unload as per paragraph [10](A), if the information becomes available before 16:00 on the current day

    B) According to the deadline laid down according to article [88], paragraph [9](B), where the update pertains to paragraph [10](B).

    C) Within two (2) hours of acceptance of the application as per the provisions of paragraph [5], article [88], or submission of an applicant's nomination as per the provisions in paragraph [8], article [88], if the aforementioned acceptance or the nomination submission takes place before 17:00 on the current Day and the update concerns paragraph [10](C).

    D) Within one hour from the beginning of the next Day after the above Day in any other case not covered by the aforementioned paragraphs A), B) and C).

12. Any reference to the Final Monthly LNG Plan is considered to refer to the most recent update of the Final Monthly LNG Plan, as per the provisions of paragraph [10].

## Article 87
## Monthly and Annual LNG Scheduling Methodology

1. In order to prepare each Monthly and Annual LNG Plan, the Operator will take the following factors into particular consideration:

    A) The Monthly and Annual LNG Nominations, which are submitted according to the provisions of articles [82] and [85].

    B) The Gasification Capacity, the Available Storage Space and the Terminal's LNG Minimum Daily Send Out Rate

C) The Annual NNGS Maintenance Plan.

D) The Booked Gasification Capacity of each LNG User.

E) The Temporary Storage Space and the Minimum LNG Gasification Capacity.

F) Any historical data pertaining to LNG Quantity gasification by each LNG User.

G) The obligation to provide the Basic LNG Service in a non-discriminatory manner to all Users.

H) The rules pertaining to the secure and efficient operation of the LNG Facility.

I) The rules for safe navigation in the marine area of the LNG Facility.

J) Potential use of the LNG Facility for NNGTS Gas balancing purposes and Operational Gas offsetting and provision of public utility services, according to the provisions of paragraph [3] of Article [71] of the Law, as well as the Annual Gas Balancing Plan as per Article [46].

K) Nominations by two or more Users regarding the joint unloading of LNG Quantities or Nominations by Users regarding unload of two or more LNG Quantities from the same vessel on their behalf (Multiple Quantities Statement).

2. During preparation of the Annual and Monthly LNG Plans, the Operator will make changes to the nominated LNG Unloading Days or Initial Unloading Periods, where the following apply:

   A) Where failure to alter nominated LNG Unloading Days would exceed the Available Storage Area of the LNG Facility.

   B) There is overlapping between two or more nominated Initial Unloading Periods, with the exception of cases where a Multiple Quantities Statement has been submitted. If there is a Multiple Quantities Statement, then overlapping of two or more Initial Unloading Periods is permissible.

   C) The required Temporary Storage Period of the LNG Quantity exceeds the Maximum Temporary Storage Period as per article [69].

3. During the Annual LNG Planning process, provided that the reasons of paragraph [2] apply, the Operator may alter the schedule, with the minimum possible disruption, of LNG Users' nominated Unloading Days and their respective Initial Unloading Periods, according to priority ranking in descending order of their annual LNG Quantity.

4. Where the reasons outlined in paragraph [2] apply in the course of the Monthly LNG planning procedure, the Operator will reschedule nominated days for LNG Unloading, with the minimum disruption and in the following order of priority:

   A) Users'LNG Quantities included in the Final Annual LNG Plan, ranked in ascending order of divergence from the Final Annual LNG Plan in terms of Unloading Days and LNG Quantity quantities.

   B) Users'LNG Quantities that are not included in the Final Annual LNG Plan, in descending order of LNG Quantity.

C) Users' LNG Quantities in descending order of LNG Quantity, in the event that the issue of the Final Annual Plan is pending.

5. In any case where the reasons of paragraph [2] apply, the Operator, prior to rescheduling the LNG Unloading Days and the respective Initial Unloading Periods according to the provisions of paragraphs [3] and [4] above, may propose that LNG Users make sufficient reductions to Temporary Storage Periods for each LNG Quantity.This will then be accompanied by LNG Transactions between Users, such that LNG unloading is facilitated with the least possible deviation from the respective schedule already nominated. The Operator will proceed with each respective action subject to the written consent of LNG Users.
6. The Operator has the right to exclude any LNG Quantity that exceeds the Available Storage Area of the LNG Facility from LNG unload planning conducted under the terms of articles [83] and [86].
7. The Operator has the right to exclude LNG Quantities from the Initial or Final Monthly Plan in the course of the Monthly LNG Planning process, where the LNG Quantities in question are not included in the corresponding Final Annual LNG Plan, and their unloading is not possible within the time horizons of the Monthly LNG Plan, having taken into consideration the provisions of paragraph [4].

## Article 88
## Unplanned LNG Quantity Unload

1. Any LNG User, that wishes during Month M to carry out an LNG unload that is not incorporated in the Final Monthly LNG Plan for the month in question, may submit a respective application to the Operator via the Electronic Information System.
2. The following items are specified in the application:
   A) The LNG Unloading Day, and an interval of six (6) hours within that day, during which the LNG Injection process will begin.
   B) The LNG Cargo and any LNG Balancing Gas Cargo.
   C) The name of the vessel transporting the LNG Quantity and a statement from the LNG User (Multiple Quantities Statement), if it is being transported together with other LNG quantities, belonging to the same LNG User or other Users, for unloading at the LNG Facility during the same Initial Unloading Period, provided that this information is available. If this information is not available, then the Operator will assume that the Unloading Day concerns the specified LNG Quantity only.
   D) The estimated LNG Injection Time for the specific LNG Cargo.
   E) The desired Temporary Storage Period for the LNG cargo
   F) To the extent that the application regards the joint transfer of two or more quantities of the LNG User or other Users for unloading at the LNG Facility by the same LNG Vessel on the same Unloading Date (Multiple Quantities Statement).If a Multiple Quantities Statement is not submitted, then the

Operator will assume that the Unloading Day concerns the specified LNG Quantity only.

3. The Operator will reach a decision regarding the application:

   A) Within two (2) Days after completion of the Additional Storage Space Monthly Allocation Procedure as per article [76], provided that the application is submitted between the fifth (5th) and third (3rd) day prior to the beginning of Month M.

   B) Within two (2) Days of completion of the Final Monthly LNG Plan for Month M, provided that the application is submitted up to the day of completion of the Final Monthly LNG Plan, as per paragraph [6] of article [86].

   C) Within two (2) Days of the submission of the application, where the application is submitted outside the time periods determined in cases A) and B)

   The Operator will notify the applicant of its decision via the Electronic Information System.

4. Applications will be evaluated by the Operator at a fist come first served bases

5. The Operator will take the following actions, having first taken into particular consideration the Final Monthly LNG Plan for Month M and Month M+1, the part of the Available Storage Space of the LNG Facility that has been allocated as Additional Storage Space as per the provisions of article [76], the part of the Available Storage Area that remains for offer, the available Gasification Capacity and the Booked Gasification Capacity of the applicant, given that the applicant is an LNG User.The Operator will also consider any relevant factor according to the provisions of paragraph [1], article [87]:

   A) Accept the application.

   B) Accept the application under certain conditions, with reference in particular to the following:

      (i) Alteration of the LNG Quantity Unloading Day.

      (ii) Partial unloading of the LNG Cargo, or the Balancing LNG Cargo.

      (iii) Increases in an applicant's Booked Gasification Capacity, provided that they are registered LNG Users.

      (iv) Reduction of the Temporary Storage Period.

   C) Reject the application for justified reasons.

6. In case the applicant has not booked the total Minimum LNG Gasification Capacity for the LNG Cargo, for the whole Temporary Storage Period, a necessary condition for proceeding with the unload of the LNG Cargo shall be the booking of Minimum Gasification Capacity for said LNG Cargo for the Unloading Day and for the whole Temporary Storage Period the signing of an Approved LNG Application, within the framework of the LNG Agreement with the Operator within one (1) Day from the acceptance of the application for non Scheduled Unloading by the Operator according to par. [5] case A) and B).

7. Approval of the application with conditions or rejection thereof will be justified by the Operator. The RAE will be notified of rejected applications.

8. Within one (1) Day from notification by the Operator of acceptance of the application with conditions, as per the provisions of paragraph [5] above, the applicant must inform the Operator via the Electronic Information System regarding their intent to proceed with the unloading of the LNG Cargo, with submission of a nomination stating their express and unconditional acceptance of all the conditions set out by the Operator. Upon lapse of the above deadline with no action taken, it is considered that the applicant has decided not to proceed with the LNG Unload.

9. At the latest within two (2) Days from the acceptance of the application as per the provisions of case A), paragraph [5], or submission of the applicant's nomination as per paragraph [8] above, the Operator shall amend the Final Monthly LNG Plan for Month M and update the Final Annual LNG Plan.

## Article 88[A]

## Daily Release of Unused Storage Space

1. Subject to paragraph [2] of this article, the Unused Storage Space of the LNG User (i) for Day (d) of the Month M is calculated by the Operator on Day d-1 within half (½) an hour from the announcement of the Daily LNG Reserve, as per article [77] and as follows:

$$MXAXX_{i,d} = \max\left[0, \left(\left(\text{ΧΠΑ}_{i,d} + \Pi AX_{i,d} + XEK_{nj,d}\right) - \left(HAY_{i,d-2} + XEK_{i,d} + \text{ΧΕΠ}_{i,d}\right)\right) + \Pi\Sigma_{\text{I},d-1} + \Pi\Sigma_{\text{I},d}\right]$$

Where:

| | |
|---|---|
| $MXAXX_{i,d}$ | The Unused Storage Space of the LNG User (i) for the day (d) (kWh) |
| $HAY_{i,d-2}$ | The Daily LNG Reserve of LNG User (i) on Day (d-2) (kWh) |
| $XEK_{i,d}$ | That part of the Additional Storage and Temporary Storage Spaces that is available as per Articles [73] and [73[B]] on the secondary market by the LNG User (i) on Day (d) (kWh). |
| $XEK_{nj,d}$ | The sum of the parts of the Additional Storage Space and the Temporary Storage Space that have been transferred to the User (i) as per Articles [73] and [73[B]] on Day (d) by nj LNG Users (kWh). |
| $XΠA_{i,d}$ | The Temporary Storage Space that has been made available to LNG User (i) on the Day (d) within the framework of the Basic Service as per article [69] (kWh). |
| $ΠAX_{i,d}$ | The Additional Storage Space which has been booked by LNG User (i) on the Day (d) as per articles [76] and [76[A]]. |
| $XEΠ_{i,d}$ | Surrendered Storage Space Capacity on Day (d) that is surrendered by the User to the Operator as per the provisions of article [88[C]]. |
| $ΠΣ_{i,d}$ | The numerical sum of LNG Quantities bought by LNG User (i), less the LNG Quantities sold by LNG User (i) on Day (d), as per the provisions of Article [78] (kWh). |

$\Pi\Sigma_{i,d-1}$ The numerical sum of LNG Quantities bought by LNG User (i), less the LNG Quantities sold by LNG User (i) on Day (d-1), as per the provisions of Article [78] (kWh).

2. For all days in which the LNG Unloading and Injection process takes place as per articles [67] and the LNG User's Unused Storage Space is considered to be equal to zero.
3. The LNG Facility's Unused Storage Area on Day (d) is the sum of the Unused Storage Space of all LNG Users.
4. The Unused Storage Space is added to that part of the Available Storage Space which remains on offer (Initial Additional Storage Space) as per article [$76^{C}$], and is made available via the Daily Procedure as per article [$76^{B}$], in the case that the sum of the storage area that LNG Users have requested under the respective procedure is greater than the Initial Available Storage Space.
5. In the case that the Unused Storage Space is booked by other Users as per the procedure provided for under article [$76^{B}$], then the initial LNG Users from which the Unused Storage Space was taken will be compensated for each Day on which release takes place, by an amount calculated as an amount equivalent to the part of the Unused Storage Space that was released, multiplied by the Threshold Price that the LNG User paid for its acquisition, multiplied by a coefficient of 98%,less that part of the Unused Storage Space consisting of all or part of the Temporary Storage Space that is allocated to the LNG User under the Basic Service as per article [69]. In the case that the Unused Storage Space is from two or more tender procedures as per article [$76^{A}$] and [$76^{B}$], the calculation is carried out separately for each part of the Unused Storage Space and Threshold Price arising from each tender procedure.

## Article $88^{B}$

## Monitoring of LNG Facility Storage Space Use and Congestion Management

1. The Operator sends an analytical statement (LNG Use Statement) in an electronic and editable format to the RAE, which includes, for the six previous months, at least the following information:
   A) The details as per paragraph [5] of article [77], separately for each LNG User.
   B) Completed LNG unloads including details of requests for unplanned unloading as per article [88], as well as applications rejected due to lack of sufficient storage area.
   C) The part of the Daily LNG Balancing Reserve made available by the Operator to the Users, per LNG User.
   D) The parts of the Additional Storage Space and the Temporary Storage Space that were made available to the secondary market as per article [$73^{B}$] during the allocation period covered by LNG Use Statement, as well as the

allocation price, and details of any part of the storage area that was surrendered to the Operator via the surrender procedure as per article [88$^{C}$].

E) The Additional Storage Space offered to LNG Users by the Operator under the Monthly and Daily Allocation Procedure, and the results of the relevant tender procedures as per articles [76$^{A}$] and [76$^{B}$].

F) The average price of the sum of used and offered Booked Gasification Capacity via the tranferprocedure described in articles [73] and [73$^{B}$].

2. The Use Statement is submitted to the RAE in January and July.

3. Systematic non-use of Additional Storage Space and Temporary Storage Space is considered to exist where the average value of the sum of the LNG User's Daily Reserve as per article [77]; the Additional Storage Area and Temporary Storage Space offered as per article [73] and [73$^{B}$] in the secondary market, and the Surrendered Storage Area as per article [88$^{C}$], is less than 80% of the average value of the sum of the Additional Storage Space and the Temporary Storage Space which the LNG User has booked over the six (6) consecutive Months to which the report refers.

4. Where the details of the Use Statement indicate that there is:

A) Systematic Non-Use of the Additional Storage Space and the Temporary Storage Space that may have an adverse effect on the access of third parties to the LNG Facility, the economic efficiency of the latter, the security of supply, and the capacity to provide public utility services and

B) Failure to offer capacity on the secondary market as per article [73$^{B}$] or non-surrender as per article [88$^{C}$] of all or part of the Additional Storage Space and the Temporary Storage Space for at least 70% of the time that the Daily LNG Reserve of the LNG User falls below 80% of the average value of the sum of the Additional Storage Space and the Temporary Storage Space booked by the LNG User in question,

RAE may ask the Operator to invite the User to provide clarifications, giving them a fifteen (15) day deadline in which to explain non-use of Additional and Temporary Storage Spaces or failure to offer on the secondary market. If the LNG User does not adequately explain in a timely manner the non-use of a storage area allocated to it, the Operator will issue a decision, subject to the approval of RAE in accordance with the provisions of paragraph 5 of article 69 of the Law, excluding the User from the Monthly Additional Storage Space Allocation Procedure as per article [76$^{A}$], for a period of time equivalent to two (2) Months where this is the first time the measure is applied in accordance with this article. This period will be doubled each time this measure is applied.

5. All decisions of the Operator in accordance with this article will be published on the Operator's website in Greek and English.

## Article 88[C]
## Surrender of Additional Storage Space or Temporary Storage Space to the Operator

1. Each LNG User (Provider) may surrender to the Operator, for allocation to other interested parties, the whole or part of the Temporary Storage Space and Additional Storage Space that they have booked in the LNG Facility (Surrendered Storage Space), for a specific period of time according to the provisions of this article.
2. The LNG User may not, and the Operator will not accept, surrender of whole or part of storage spaces already offered on the secondary market in accordance with the provisions of articles [73] and [73[A]] for the respective period of time.
3. The Provider must submit a relevant request in writing to the Operator using the template entitled 'Application for Surrender of LNG Storage Space, which will be published in the Electronic Information System. In the application the following must be clearly mentioned:
   A) The volume of the Surrendered Storage Space.
   B) The Approved LNG Application(s), if the request pertains to the surrender of Temporary Storage Space, or the Tender Procedure ID as per article [76[C]], if it pertains to the surrender of Additional Storage Area.
   C) The start Day and end Day of the offer of Surrendered Storage Area.
4. The Application for Surrender of LNG Facility Storage Space must be submitted by 12:00 of the Day preceding the applicated Day for starting the offer of the Surrendered Storage Area.
5. The end Day of the Surrendered Storage Space Offer is, at the latest, the end Day of the Temporary Storage Period, if the Surrendered Storage Space is a Temporary Storage Space, or otherwise the last day on which the respective area is available where the surrender pertains to the Additional Storage Space, according to article [76[A]].
6. The Operator by 14:00 of the Day which procedes the applicant Day for starting the disposal of the Surrendered Storage Space will decide to accept the application or rejecting it, if it does not comply with the provisions of paragraph [3] of this article. The Operator will then notify the Provider in writing accordingly.
7. If the application is accepted, the Operator will update the Electronic Information System. The Surrendered Storage Space is calculated as part of the Available Storage Space which remains on offer as per paragraph [8] of article [76[C]], plus any pre-existing Available Storage Space, and after allocation of the latter.
8. In the case of storage area surrender by more than one LNG User, applications will be evaluated by the Operator at a fist come first served basis
9. The Provider retains all rights and obligations against the Operator, and in particular financial obligations, in accordance with the LNG Agreement, the NNGS Usage Tariff, and the tender procedure as per article [76A] with regard to the value and time period of the surrendered storage area that has not yet been booked by a third party in accordance with the provisions of this Chapter.

10. The Provider does not have the right to allocate the whole or part of the Surrendered Storage Space on the secondary market according to the provisions of Article [73$^{A}$], for the time period determined by the start Day and end Day of the Surrendered Storage Area Offer as per the Application.

11. In the case that there is an Approved LNG Application signed between the Operator and a third interested User in the context of an LNG Agreement for booking of the whole or part of the surrendered storage area within the framework of the Basic Service, subject to paragraph [4] of article [70], the Operator will reduce the Booked Gasification Capacity by the amount booked by the third party User, for the time period pertaining to the aforementioned Approved LNG Application and will notify the Provider in writing.

12. In the case that the whole or part of the Surrendered Storage Space is made available within the framework of the tender procedures as per articles [76A] and [76B], the Provider will be compensated by the Operator by an amount calculated for each day of the surrender period as the product of the part of the Surrendered Storage Space that has been booked, multiplied by the Threshold Price that the LNG User paid for its acquisition, and multiplied by the coefficient of 98%.

13. The Operator keeps a record in an electronic and editable format and for a time period of at least five (5) years, in which the following are included:

    A) The volume of the Surrendered Storage Space and the time period for which it was surrendered to the Operator as per the procedure laid down in this article.

    B) That part of the Surrendered Storage Space booked by any third interested party, and the time period of the booking.

    C) A list of LNG Users that surrendered storage space.

    D) The percentage of Surrendered Storage Space as a proportion of the total storage area (Temporary Storage Area and Additional Storage Space) for each LNG User that surrendered space and the corresponding time period.

## Article 89
## LNG Vessel Approval

1. The technical specifications and the specifications for safety of mooring, connection, LNG injection, detachment and departure of LNG vessels from the LNG Facility, the procedure for control and certification of LNG vessel compatibility with the abovementioned specifications, the type and the content of the certificates of fitness and inspections of LNG vessels and any other relevant issue is regulated by the LNG Vessel Approval Procedure , which is established according to the provisions of paragraph [4], article [69] of the Law.

2. The Operator prepares and publishes a list of LNG vessels via the Electronic Information System, which are certified as being suitable for LNG unloading to the LNG Facility, according to the LNG Vessel Approval Procedure

3. Until the publication of the LNG Vessel Approval Procedure , the Operator is responsible for providing access to the LNG Facility to all LNG vessels of any interested party in a non-discriminatory matter, subject to their compliance with the other provisions of the Network Code, and in accordance with the existing

procedures and practices followed. To this end, within one (1) month from the entry into force of the Network Code, the Operator will publish on its website:

A) Technical specifications for the access of vessels to the LNG Facility.

B) Any information deemed essential for the approach, connection, unloading, detachment and departure of LNG Vessels from the LNG Facility.

C) A template application for temporary certification of LNG vessels, which includes the information and documentation to be submitted by any interested party wishing to perform LNG unloading at the LNG Facility.

4. The application for temporary certification of LNG vessels is submitted to the Operator in writing, accompanied by all the required information and documentation as above. The application may be submitted by any interested party regardless of whether they have entered into an LNG Facility Usage Contract with the Operator. The Operator will process the applications in chronological order of submission and will respond to the application within one (1) month. Rejection of the application will be specifically justified by the Operator and the relevant action will be communicated to the RAE.

5. The Operator will publish, via the Electronic Information System, a list of LNG vessels that have been temporarily certified according to the above procedure.

6. LNG vessels which are temporarily certified as suitable for LNG unloading to the LNG Facility according to the abovementioned process, will be re-certified following the establishment of the LNG Vessels Certification Regulation, if so required by the provisions of the Regulation.

# CHAPTER 12

# NNGS DEVELOPMENT

## Article 90
## Provision of Information to the Operator

1. For the design, the development and the operation of the NNGS, in accordance with this Chapter or following a request by the Operator, by 31st March of each Year:

   A) Natural Gas consumers whose facilities are directly connected to the NNGTS and the Operators of Distribution Networks must provide the Operator with their best possible estimates per Year and for the next ten (10) Years regarding the Maximum Daily Quantity and the Annual Quantity of Natural Gas required for their needs. Specifically, the operators of Distribution Networks must provide the aforementioned information regarding the servicing of consumers' needs who are connected or who will be connected thereto, as well as the number of existing and future connections, per Distribution Network Exit Point and per category of natural gas consumption, as a minimum for the consumption categories of central and autonomous heating for residences and businesses, the rest of the household and business sector, the industrial sector and motoring.

   They must also provide the aforementioned information for every Month of the following Year.

   B) The Users must provide the Operator with their best possible estimates per Year and for the next ten (10) Years regarding the Maximum Daily Quantity and the Annual Quantity of Natural Gas which they will transmit through the Transmission System as follows:

   i) per existing or future Entry Point,

   ii) per existing or future Exit Point,

   iii) per existing or future Interconnection Point, for the transit of Natural Gas.

   They must provide the aforementioned information for every Month of the following Year.

2. The information provided to the Operator as per this Article shall be used as data for the design and development of the NNGS; they shall be deemed confidential and shall be provided under the condition of confidentiality and the protection of business and other secrets. The estimates to be provided as per paragraph [1] shall not be binding for the providers of the information or for the Operator. The Operator is responsible for providing the RAE with access to this data.

## Article 91
## NNGS Development Study

1. By 30 June of each year, the Operator will carry out a NNGS Development Study, which will include the following:

A) The Operator's estimates of the annual demand for Natural Gas for the entire country, by administrative region and User category, as well as the maximum daily and hourly demand for natural gas, for each of the next ten (10) years.

B) The Operator's estimates concerning the capacity to cover demand in a cost effective and reliable manner using existing and new sources of natural gas supply, including LNG supply sources, as well as any strengthening or expansion of the NNGS necessary to the achievement of this objective.

C) The Operator's estimates regarding the costs of investment in essential works to strengthen and extend the NNGS.

2. The forecasts and estimates of the Operator as per paragraph [1] are not binding, and do not create any liability on the part of the Operator towards Users, Operators of Connected Systems or any other natural person or legal entity with lawful interest therein.

3. The NNGS Development Study does not include references to specific Users, Suppliers or Natural Gas consumers.

4. The NNGS Development Study will be published on the Operator's website in Greek and English.

## Article 92
## Preparation and Approval of the NNGS Development Plan

1. By 30 June of each year, the Operator will draw up, and present for public consultation, a Draft NNGS Development Plan for the next ten (10) years, in Greek and English.

2. For the purposes of preparation of the NNGS Draft Development Plan, the Operator must take into consideration the NNGS Development Study, as well as:

A) Data pertaining to current and estimated supply and demand of natural gas

B) The fulfillment of public service obligations and the assurance of natural gas supply in a reliable manner

C) Improvements to the efficiency and effectiveness of the NNGS, and the securing of its smooth operation, with the objective of preventing congestion, emergency situations, and denial of access or prohibited transmissions.

D) The supply of new areas with natural gas and the securing of potential access for new Users.

E) Protection of the environment.

F) The community-wide development programme and regional investment plans according to the provisions of Article 8(3)(b) and Article 12 (1) of Regulation (EC) 715/2009.

G) The sustainability of projects included in the Plan and their potential financing outside the framework of the Development Plan.

3. The Draft Development Plan includes the following:

i) Projects that are included in it for the first time, irrespective of their estimated cost of realisation, which satisfy the criteria provided for in paragraph [2] and,

ii) all Planned Projects, otherwise subject to the conditions of the following subparagraph.

The Operator is required to fully justify the reasons for excluding any Planned Project from the Draft Plan.

4. The Draft Development Plan makes distinct mention of:

A) Projects that are included in the Plan for the first time

iv) after Users have submitted applications for Advanced Reservation of Transmission Capacity that have been accepted by the Operator, according to the procedure referred to in article [$95^{B}$] (User Connection Projects).

v) At the initiative of the Operator, within the framework of its competences (NNGS Development Projects ).

These projects require the following:

a) Documented evidence supporting the feasibility of integrating the project into the Development Plan, according to the criteria laid down in paragraph [2].

b) The technical characteristics of the project and its implementation process, with a detailed description of the various stages of implementation and, in particular, its design, licensing, construction and commissioning.

c) Project implementation schedule with specific milestone events, including the Project start date, completion date, and the date of entry into operation.

d) Documented evidence showing agreement between the project's implementation schedule and the scheduled timing of any other functionally related project, included in the Plan or otherwise, such that the Development Plan's objectives are met in a timely fashion and within the allotted financial budget.

e) Budgeted costs, modes of financing and returns on corresponding investments, taking the following into account:

(i) In the case of an NNGS Development Project, an assessment of the impact on the NNGS Average Use Charge, against the benefits arising from the implementation of this project in relation to the security of the country's supply of natural gas and the development of competition in the national and regional gas market.

(ii) In the case of a User Connection Project, an estimate of the changes in the average charge for use of NNGS arising from implementation of the Project in the Tariff Calculation Period,

B) Planned Projects, which:

i) are included in the current Development Plan, and which are still under construction in the reference period of the Draft Development Plan,

(ii) were included in the List of Small Projects, and which are still under construction in the reference period of the Draft Development Plan,

C) Projects for which the Final Investment Decision: (i)has already been taken, or (ii) it is considered likely that it will be made within three (3) years from the publication of the Draft Development Plan on the Operator's website (Three-Year Development Period). These projects comprise the corresponding subsets of A and B above.

5. In the case of User Connection Projects falling under case a) of paragraph [4], the Operator will also submit the respective Capacity Expansion Proposal together with the Plan.

A) The Users who are required to sign an Advanced Reservation of Capacity Agreement, according to the provisions of paragraph [11] of article [$95^{B}$].

B) The percentage Transmission Capacity of the proposed project that requires signature of an Advanced Reservation of Transmission Capacity Agreement.

6. The Plan will include the Operator's estimation of its impact on the overall investment budget for NNGS Development Projects, including User Connection Projects without an Advanced Reservation of Transmission Capacity Agreement, and on the Average Charge for NNGS Use, compared to the benefits arising from the implementation of these projects in relation to the security of the country's natural gas supply and the development of competitiveness in the national and regional natural gas market.

7. Within one (1) month from the end of the public consultation process, the Operator, taking the results of said consultation under advisement, will submit the Draft Development Plan to the RAE.It will also post details of the outcome of the public consultation, conducted as per the provisions of paragraph [1] of this article, on its website.

8. Within two (2) months from the submission of the Draft Development Plan, the RAE may propose modifications of the Plan to the Operator, particularly in relation to inclusion of a project in the Plan or removal of a proposed project from the Plan, or the fulfilment of specific conditions for inclusion of a specific project in the Plan, taking into account:

A) The fulfilment of the criteria provided for in paragraph [2].

B) The impact of the overall investment budget of the NNGS Development Projects, including the User Connection Projects without an Advanced Reservation of Transmission Capacity Agreement, the Average Charge for NNGS Use, compared to the benefits arising from the implementation of these projects in relation to the security of the country's natural gas supply and the development pf competitiveness in the national and regional Natural Gas market.

C) The results of the public consultation conducted by the RAE in accordance with the provisions of the Law.

D) The need to ensure the economic efficiency of specific proposed projects, through long-term capacity reservations in respect of them.

E) The compatibility of the Draft Development Plan with the European development programme and regional investment plans, according to the provisions of Article 8(3)(b) and Article 12(1) of Regulation (EC) 715/2009.

F) Any opinions of the Agency for the Cooperation of Energy Regulators (ACER).

G) Any other information deemed material.

9. The Operator, after considering the observations of the RAE, will prepare a final draft of the Development Plan and submit it for approval to the RAE. The RAE will approve the Development Plan within one (1) month of its submission and inform the Agency for the Cooperation of Energy Regulators of its details.

10. The Development Plan will be published on the Operator's website in Greek and English, as well as on the website of the RAE.

## Article 93

## Monitoring Implementation of the NNGS Development Plan

1. The Operator is responsible for proceeding with all necessary actions to implement the Development Plan and ensure compliance with the relevant schedules and budget for each Project and the Plan overall.

2. Together with the Draft Development Plan, the Operator also submits a detailed follow-up report each year on the progress of implementation of the current Development Plan to the RAE.It includes comparative tables for the budget and completion schedule of each Project included in the Draft Plan and in the current Development Plan. The Operator must justify any deviations in the budget and implementation schedule for each project.It will evaluate the impact thereof, and provide supporting evidence of the measures taken to rectify this, especially for projects where the following have been identified:

   A) Deviation of the current Budgeted Project Costs in relation to the budgeted cost of the Project as listed in the approved Development Plan, by an amount that exceeds a minimum of ten percent (10%) of the budget for the project included in the Development Plan, or an amount of two million (EUR 2 000 000) Euros.

   B) Deviation of the current Project implementation schedule from the project timetable as per the Approved Development Plan, which leads to an increase of the total implementation time by ten percent (10%), counted in whole months.

3. Within the context of its monitoring responsibilities for implementation of the Development Plan, the RAE may request from the Operator, within a reasonable deadline, any relevant information related to the progress of the implementation of the Plan or specific projects included in it, and in particular in relation to their implementation schedule and budget.

## Article 94
## Unscheduled Revision of the NNGS Development Plan

1. Subject to paragraph [5], the Operator may request an unscheduled revision of the current Development Plan, if it finds a need for new projects not included in the Development Plan, the implementation of which is required before approval of the next Development Plan due to exceptional circumstances.These circumstances particularly include congestion, increased demand and unforeseen situations in the interconnection system, or those that must be addressed in order to fulfill the requirements referred to in paragraph [11] of Article [$95^{B}$].
2. The Operator must apply to the RAE for any extraordinary review of the Development Plan.
3. For each new project, the application must be accompanied by the information described in paragraph [4] of article [92], with full supporting documentation indicating the need for integration of new projects into the Development Plan before the next scheduled date for submission of the Draft Development Plan.
4. For the assessment and approval of the revised Development Plan, the procedure provided for in paragraphs [7] to [10] of article [92] will be followed.
5. The Operator may implement NNGS Development Projects or User Connection Projects which fall into the category of Small Projects but are not included in the Development Plan, without prior unscheduled review of the Plan as a whole, provided the project is included in the List of Small Projects according to article [95], and if the budgeted cost of the total number of Small Projects included in the List but not integrated into the Development Plan, including the project designated for integration, does not exceed the amount of twenty million (EUR 20 000 000) Euros.

## Article 95
## List of Small Projects

1. The Operator will draw up and maintain a List of Small Projects, which includes:
   A) Small projects that have been included in the Development Plan.
   B) Small Projects which fall under paragraph [5] of article [94].
2. The List of Small Projects is published in the Electronic Information System. The list includes the technical features, the implementation schedule and budgeted cost of each project.
3. The List of Small Projects is updated by the Operator, as follows:
   A) With the addition of a project within five (5) days of its Start Date, in the case of a NNGS Development Project, or from the date of acceptance in the case of a Capacity Expansion Proposal, as per paragraph [12] of article [$95^{B}$], or
   B) On removal of a Project within (5) Days from its Completion Date,
   C) When the Development Plan receives the approval of the RAE.

4. The Operator must undertake all necessary actions to implement the projects listed in the List of Small Projects, in order to ensure compliance with relevant schedules and the budget for each project. The Development Plan implementation monitoring report, as per article [93], includes a separate section on the monitoring of the implementation of Projects on the Small Projects List whose Start Date falls on a date after the submission of the Draft Development Plan to the RAE, and which also have a Completion Date prior to the next regular submission of the Development Plan to the RAE under article [92].

## Article 95[A]

## Submission and Content of the Application for Advanced Reservation of Transmission Capacity

1. The right to apply for Reservation of Transmission Capacity that will become available in the future is granted to those registered in the NNGS Users' Registry, as per article [72] of the Law.
2. The application must be submitted in writing to the Operator in the form of a Standard Application for Advanced Reservation of Transmission Capacity (Advanced Reservation of Capacity Application), which is prepared by the Operator and published in editable form via the Electronic Information System, within thirty (30) days after the date of entry into force hereof.
3. The Advanced Reservation of Capacity Application will specify at least the following:
   A) The Entry Points to which the applicant intends to deliver natural gas for injection into the Transmission System and, for each Entry Point, the details as per article [8], paragraph [5], case A).
   B) The Exit Points from which the applicant intends to receive natural gas from the Transmission System and, for each Exit Point, the details as per article [8], paragraph [5], case B).
   C) The Transmission Capacity that the applicant wishes to reserve in accordance with the rules for booking Transmission Capacity as per article [10].
   D) The desired start date for provision of Transmission Services and the desired duration of the provision.
   E) A technical description of the Natural Gas Reception Facility or the Connected System into which the natural gas from the Transmission System is injected, or the reverse (from the Connected System to the Transmission System), and the estimated annual Natural Gas Quantity received from the Reception Facility or Connected System, or destined for delivery to the Transmission System. In the case of a future Natural Gas Reception Facility or future Connected System, the application will also be accompanied, apart from the above, by a time schedule for the licensing and construction of the project, an estimated date for the commercial operation thereof, any licence or licence application relating to said Natural Gas Reception Facility or Connected System, and any respective agreements entered into.

F) Information on the applicant's commitment to adequate capacity in a Connected System upstream and downstream of the Transmission System and, if the necessary capacity of the upstream or downstream Connected System is not available at the time of application, the estimated timing of such deployment by the Connected System Operator, as well as any actions and agreements required in this respect.

4. Entry Points, Reverse Flow Entry Points, Exit Points, and Reverse Flow Exit Points in cases A and B of the preceding paragraph may include:

A) NNGTS Entry or Exit Points existing at the time of submission of the Application for Advanced Reservation of Capacity.

B) NNGTS Entry and Exit Points which, at the time of submission of the Application for Advanced Reservation of Capacity, are part of a Planned Project.

C) New NNGTS Entry and Exit Points proposed by the applicant in order to make the provision of the requested Transmission Services feasible.

5. If the Application for Advanced Reservation of Capacity relates solely to the service of a new Natural Gas Reception Facility or increased capacity in an existing Natural Gas Reception Facility in Greek territory, applicants do not need to submit information as per cases A) and F) of paragraph [3], and may determine the Transmission Capacity for Delivery they wishes to reserve, without specifying the Transmission System Entry Points to which it intends to deliver natural gas for injection into the Transmission System.

6. Submission of an Application for Advanced Reservation of Capacity requires payment of an Application Fee to the Operator, calculated as the product of the Transmission Capacity that the applicant wishes to reserve according to the application, multiplied by a Unit Application Charge.There is a minimum charge of fifteen thousand Euros (EUR 15 000) and a maximum of one hundred fifty thousand Euros (EUR 150 000).

7. The Advanced Reservation of Capacity Application Unit Charge is set at one (1) EUR/(1000kWh/Day). At the end of the second year following the entry into force hereof, the Unit Project Application Charge will be determined by decision of the Operator, subsequent to approval by the RAE, according to the provisions of article [69], paragraph [5], of the Law, three (3) months before the start of every second year.

8. The Advanced Reservation of Capacity Application must be accompanied by proof of payment of the application fee. Details concerning the payment methods are determined by the Operator and published in the Electronic Information System.

9. The revenues from Advanced Reservation of Capacity Application Fees are considered to be Basic Transmission Activity revenues and are credited to the respective account held by the Operator.

10. During evaluation of applications, the Operator will use the submission date to determine priority. Within fifteen (15) working days of the submission date of the Advanced Reservation of Capacity Application, the Operator may ask the applicant for information supplementary to the application where omissions are identified, and set a deadline for submission thereof, which may not be less than

fifteen (15) working days. If within the period of fifteen (15) working days from the submission date of the Advanced Reservation of Capacity Application, the Operator does not ask for additional information, the application is formally considered complete. If further data or information is requested, the application is formally considered complete from the date of the submission of the additional information or clarifications to the Operator.

11. The Operator will reject Advanced Reservation of Capacity Applications without further consideration in cases where additional information is not submitted within the deadline, or if all the information requested by the Operator is not provided, or if, after the submission of the relevant data from the applicant, it becomes evident that the regulations pertaining to reservation of Transmission Capacity as per article [10] are not complied with. In this case, the Operator will return the Advanced Reservation of Capacity Application Fee to the applicant.

12. Within fifteen (15) working days from the date on which the application is formally considered complete, the Operator will determine whether the Advanced Reservation of Capacity Application pertains to:

    A) An Unplanned Project, and will therefore evaluate the application in accordance with the provisions of article [$95^{B}$].

    B) A Planned Project, and will therefore evaluate the application in accordance with the provisions of article [$95^{C}$].

## Article $95^{B}$

## Assessment of the Application for Advanced Reservation of Capacity in an Unplanned Project

1. If, within the period prescribed in paragraph [12] of article [$95^{A}$], the Operator determines that the Advanced Reservation of Capacity Application refers to an Unplanned Project, it will inform the applicant in writing and publish a summary of the Application in Greek and in English via the Electronic Information System, subject to protection of any commercially sensitive information contained in the Application.Any interested parties will be invited to submit their views in writing, or to submit a Advanced Reservation of Capacity Application in connection with the Application under evaluation, within a period of two (2) months (Deadline for Expression of Interest).

2. The Operator will issue a decision on the Advanced Reservation of Capacity Application within six (6) months of the closing date for submission of Expressions of Interest.

3. In order to evaluate the Advanced Reservation of Capacity Application, the Operator will undertake a study (New Project Assessment Study), for purposes of preliminary assessment of the technical and financial feasibility of carrying out the investment necessary to satisfy the application.

4. For the preparation of the New Project Assessment Study, the Operator will, in particular, take into account the following:

    A) The provisions of paragraph [2] of article [92].

    B) The most recent NNGS Development Study and Development Plan.

C) Third party opinions submitted under paragraph [1].

D) Advanced Reservation of Capacity Applications submitted within the deadline specified in paragraph [1] that can be serviced by, as far as possible in conjunction with the application under examination, NNGS development, reinforcement or interconnection projects.

E) The methodology and assessment criteria, as defined in the Tariff Regulation, pertaining to the financial effectiveness of projects that are necessary to satisfy the application request.

5. The Operator is entitled to request written clarifications of any information contained in the application that it deems necessary, setting a reasonable deadline, of not less than thirty (30) days, for their provision. If the information is not submitted within the above deadline, the Operator is entitled to reject the application. The decision of the Operator to reject the application is communicated to the RAE.

6. If the Advanced Reservation of Capacity Application refers to the inflow of natural gas from an upstream Connected System and/or outflow into a downstream Connected System, the Operator will cooperate with the Operators of the upstream and/or downstream Connected Systems to which the Application relates.

7. The New Project Assessment Study will include at least the following:

A) Technical assessment of the Advanced Reservation of Capacity Application, which primarily includes the identification of NNGS development, reinforcement or interconnection projects that are required to satisfy the request, assessment of the technical feasibility of such projects, and the capacity to obtain the necessary licences required by current legislation, taking into account the specific characteristics of the projects with regard to the estimated environmental impact of their implementation and the safety of facilities.

B) The estimated timetable for the licensing and construction of these projects, if their implementation is considered technically feasible.

C) Financial evaluation of the Advanced Reservation of Capacity Application, which primarily includes identification and documentation of the budgeted cost of the required works and an assessment of their financial efficiency, according to the methodology and the criteria set out in the Tariff Regulation.

D) In the case of an Application for Advanced Reservation of Transmission Capacity pertaining to the import of natural gas from an upstream Connected System and/or the export to a downstream Connected System, the Operator must assess the need to conclude any additional agreements with the authorities of the countries in question and/or the respective Operators of upstream and/or downstream Connected Systems.

8. In the course of the New Project Assessment Study, the Operator may:

A) Review and evaluate the feasibility of the implementation of other projects in addition to the projects required to satisfy the specific Application, or the re-sizing of projects needed to satisfy the request, taking into account the provisions of paragraph [2] of article [92], the estimations of increases in

demand for natural gas in accordance with the NNGS Development Study, and the need to meet the development objectives of the regional natural gas market. The Operator will specifically review cases of gradual increases in future Transmission Capacity for delivery or reception at Entry or Exit Points, as well as increases in Transmission Capacity in sections of the NNGTS, and will estimate the timetable of the implementation of these projects.

B) Consider alternative plans in relation to the method of provision of requested Transmission Services, in a manner that renders essential projects technically or financially feasible.This may specifically involve changing the position of the new Entry or Exit Point proposed by the applicant or choosing an alternative route for a new pipeline or pipeline system, in the case that satisfaction of the request demands development of such infrastructure.Changes may be proposed in the size of new infrastructure projects, or the Transmission Capacity for delivery or receipt that the interested party wishes to reserve, or may involve deferring the start date for provision of Transmission Services to the applicant.

9. The Operator, having taken into account the results of the New Project Assessment Study, and subject to the provisions of paragraph [13], may:

A) Accept the Application for Advanced Reservation of Transmission Capacity, subject to prior inclusion in the Development Plan or the List of Small Projects of the relevant NNGS extension, reinforcement or interconnection projects, as described in the corresponding New Project Assessment Study and the conclusion of related agreements, in accordance with paragraphs [11] or [12]. The Operator will inform the applicant in writing of its decision regarding acceptance of the application and the scheduling of the next steps, and in particular the estimated timetable for the integration of the necessary projects in the Development Plan or the List of Small Projects.

B) Accept the application under certain conditions, with reference in particular to the following:

i) Coverage of part of the cost of the Connection Project by the User (Additional Connection Charge) in order to make it cost-effective in accordance with the NNGS Basic Pricing Regulation, and/or

ii) an alternative design related to the methods of provision of the requested Transmission Services, such that the project becomes technically or financially feasible as provided for under paragraph [8], case B), which implies either the implementation of a project of a larger scale than that needed to satisfy the request, or the amendment of the Advanced Reservation of Capacity Application, and in particular of the timetable for completion of the required projects. In this case, the Operator will inform the applicant in writing, notify the RAE, attaching the relevant New Project Assessment Study and set a deadline of at least thirty (30) days for the applicant to agree to the conditions for acceptance of the application in writing. In the New Project Assessment Study there is full documentation, based on technical and financial criteria, of all the alterations proposed by the Operator in connection with the Application. In addition to the requirements listed in the New Project Assessment Study, the acceptance of the application will be subject to prior inclusion

of NNGS expansion, reinforcement or interconnection projects in the Development Plan or the List of Small Projects, as described in the corresponding New Project Assessment Study, and the conclusion of the related agreements in accordance with the respective paragraphs [11] or [12].

C) Reject the Application for Advanced Reservation of Transmission Capacity, provided that the technical or financial feasibility of the implementation of the required projects is not supported, or if the deadline for acceptance has expired without action on the part of the applicant indicating acceptance of the conditions of the Application in accordance with subparagraph B) above. The Operator will notify the applicant in writing, attaching the relevant New Project Assessment Study. The reasons for rejection of the application will be documented in the New Project Assessment Study. The decision to reject the application will be communicated to the RAE, accompanied by the relevant New Project Assessment Study.

10. Within thirty (30) working days of the acceptance of the Application, the Operator will prepare a Capacity Expansion Proposal, which will include the Advanced Reservation of Capacity Application, any modifications to the Application accepted by the applicant according to the procedure referred to in case B) of paragraph [9] above, a summary of the views of the interested parties submitted during the procedure in paragraph [1] and the relevant New Project Assessment Study. The Capacity Expansion Proposal will be submitted to the RAE.

11. If the Capacity Expansion Proposal refers to a Large Project:

A) The Operator is obliged to include the relevant project in the next Draft Development Plan. The Operator may request an extraordinary revision of the Development Plan according to article [94], provided that the New Project Assessment Study offers documentary evidence indicating that the inclusion of the projects in the Development Plan according to the procedure referred to in article [92] renders impossible the provision of Transmission Services to the applicant according to the timetable of the Capacity Expansion Proposal.

B) Within fifteen (15) working days from the approval of the Development Plan or the extraordinary review thereof, the Operator will issue a written invitation to each User whose Advanced Reservation of Capacity Application is included in the Capacity Expansion Proposal, asking them to appear within sixty (60) days of the Operator's invitation to conclude an Advanced Reservation of Transmission Capacity Agreement, according to the provisions of article [$95^{D}$]. If the User does not appear within the time limit set by the Operator for conclusion of the Advanced Reservation of Transmission Capacity Agreement, then the Operator will reject the Application of the User in question. The decision of the Operator to reject the application is communicated to the RAE.

12. If the Capacity Expansion Proposal refers to a Small Project:

A) The Operator is required to include the project in the List of Small Projects, as per the procedure laid down in article [95].

B) Within fifteen (15) working days from the inclusion of the project to the List, the Operator will issue a written invitation to the User whose Advanced Reservation of Capacity Application is included in the Capacity Expansion

Proposal asking them to appear within sixty (60) days of the invitation to conclude a Connection Agreement with the Operator, as defined in article [95$^{E}$]. If the User does not appear within the time limit set by the Operator for conclusion of the Connection Agreement, then the Operator will reject the Application of the User in question. The decision of the Operator to reject the application is communicated to the RAE.

13. If before the deadline for submission of expressions of interest new Applications for Advanced Reservation of Transmission Capacity are submitted, then the following apply:

    A) After the closing date for submission of Expressions of Interest, the Operator will consider the formal completeness of each Application, in accordance with paragraphs [10] and [11] of article [95$^{A}$].

    B) The Operator will conduct a single New Project Development Study taking into account all the Applications for Advanced Reservation of Transmission Capacity that have been formally accepted as complete. In this case, the deadline for completion of the evaluation referred to in paragraph [2] may be extended by the Operator by three (3) months, after written notification of the applicants.

    C) If the New Project Assessment Study indicates that the implementation of projects falling within the category of Big Projects is required to satisfy the demands of the Applications, the Operator must proceed to investigate the feasibility of conducting an Open Procedure for Advanced Reservation of Transmission Capacity in accordance with the provisions of article [95$^{G}$]. If the Operator does decide to hold an Open Procedure for Advanced Reservation of Transmission Capacity, paragraphs [9] to [12] above do not apply for all Applications considered in the New Project Assessment Study. In case of cancellation or interruption of the Open Procedure for Advanced Reservation of Transmission Capacity, the Operator will continue the evaluation of all the Applications in accordance with the provisions of paragraphs [9] to [12] above. If the Operator should accept the Applications, then the Capacity Expansion Proposal, according to paragraph [10], will refer to all the Applications for Advanced Reservation of Transmission Capacity that were accepted by the Operator.

14. If new Applications for Advanced Reservation of Transmission Capacity are submitted after the deadline for submission of Expressions of Interest, then the Operator is entitled to:

    A) Reject the application, or

    B) With the written consent of the applicant, to assess the application as an application for Advanced Reservation of Transmission Capacity in a Planned Project, in accordance with the procedure laid down in article [95$^{Γ}$], after the Project's inclusion in the Development Plan.

# Article 95[C]

## Assessment of an Application for Advanced Reservation of Capacity in a Planned Project

1. The Operator will issue a decision on the Application within fifteen (15) working days from the date on which the application is considered formally complete, in accordance with paragraph [10] of article [95[A]].

2. Where the date on which the application was formally complete precedes the final date for the conclusion of contracts according to article [95[B]], paragraph [11] case B), or paragraph [12] case B) or paragraph [7], for the Planned Project to which the application relates, then the Operator will suspend evaluation of the Application until the expiry of the deadline.

3. The Operator will reject the Application in writing if there are grounds for denial of access according to the provisions of paragraph [4], subject to the stipulation in paragraph [5]. Rejection of an application and its reasons will be fully documented by the Operator, and will be communicated to both the applicant and the RAE, accompanied by supporting documents and information.

4. Denial of access is permitted if:

   A) Acceptance of the Application for Advanced Reservation of Transmission Capacity prevents the Operator from fulfilling the public service obligations assigned to it.

   B) There are grounds, and the procedure as per the provisions of article [68], paragraph [2], case a), subparagraph [5] of the Law has been complied with.

   C) The total Transmission Capacity that will be available for reservation by the Users after the completion of the Planned Project is insufficient to meet the request, taking into account Transmission Capacity already booked through Advanced Reservation of Transmission Capacity Agreements, Connection Agreements and Approved Firm Service Transmission Applications for the Planned Project which are in force, according to the procedure set out in article [95[B]], paragraphs [11] or [12], or paragraph [7], within the context of Transmission Contracts already concluded.

   D) The Maximum Hourly Delivery or Reception Quantity of Natural Gas at the Entry or Exit Points, respectively, as specified in the Application for Advanced Reservation of Transmission Capacity, is unable to satisfy the request in relation to the maximum permitted Supply after the completion of the Planned Project, taking into account the Advanced Reservation of Transmission Capacity Agreements, Connection Agreements and Approved Applications signed and currently in force, according to the procedure specified in paragraphs [11] or [12] of article [95[B]] or paragraph [7], within the context of the Transmission Agreements that have been concluded.

   E) The requested maximum or minimum delivery pressure of natural gas at an Entry Point or reception pressure for natural gas at an Exit Point does not comply with the Conditions of Delivery and Acceptance of Natural Gas, as defined under articles [30] and [35] of the Network Code or, if these are not available at the time of submission of the Application for Advanced

Reservation of Transmission Capacity, with those provided for in the technical characteristics of the Planned Project.

F) In the absence of a connection between the Natural Gas Reception Facility or the Connected System of the applicant and the Planned Project, where a project that the Operator considers to fall within the Big Project category is required to connect the Natural Gas Reception Facility or the Connected System.

5. Where denial of access is indicated, as per paragraph [4], the Operator may, with the written consent of the applicant:

   A) Evaluate the Application in accordance with the procedure specified in article [$95^{B}$], as regards an Unplanned Project, or

   B) Keep the Application pending and if at a later time Transmission Capacity becomes available in the Planned Project which, in whole or in part, covers the needs of the applicant, it may then invite the applicant to conclude an Agreement for Advanced Reservation of Transmission Capacity, according to the above order of priority.

6. On acceptance of the Application, the Operator will issue a written invitation asking the applicant to appear within sixty (60) days thereof, in order to conclude the following:

   A) An Advanced Reservation of Transmission Capacity Agreement, provided that construction of the Planned Project relating to the Advanced Capacity Reservation Application has not yet started.

   B) A Connection Agreement, where construction of the Planned Project relating to the Advanced Reservation of Capacity Application is underway or if the construction of the Planned Project has not yet started, but the Planned Project is a Small Project.

## Article $95^{D}$

## Advanced Reservation of Capacity Agreement

1. The Advanced Reservation of Capacity Agreement is concluded, upon written invitation by the Operator, between the Operator and, as appropriate:

   A) Users whose Applications for Advanced Reservation of Transmission Capacity have been accepted by the Operator, where the servicing of said Application requires the implementation of a Big Project that has been included in the Development Plan, according to paragraph [11] of article [$95^{B}$].

   B) Users falling under the provisions of article [$95^{C}$] paragraph [6] (case A) or paragraph [7] .

   C) Successful participants in the Open Procedure, after the inclusion of the project in the Development Plan.

2. The Advanced Reservation of Capacity Agreement is drawn up in writing, in accordance with the standard agreement specified in Article 68(2)(a) and Article

71(1) subparagraphs (4) & (5) of the Law (Standard Advanced Reservation of Capacity Agreement).

3. The object of the Advanced Reservation of Capacity Agreement is to establish:

   A) The reservation, in favour of the User, of Transmission Capacity that will be available in the future within the Transmission System for the period of time and in the volume specified in the User's Application for Advanced Reservation of Transmission Capacity, or in accordance with the Open Procedure Transmission Capacity thereby allocated, under the specific conditions defined in the Advanced Reservation of Capacity Agreement.

   B) The Operator's obligation to take all necessary actions and in particular to conduct the necessary studies, and obtain or submit application for any licence provided for in applicable legislation pertaining to commencement of construction projects necessary to satisfy Users' requests, and facilitate the conclusion of the Connection Agreements with the User, within the period specified in the Advanced Reservation of Capacity Agreement, in the most efficient manner. In all cases, successful completion of the licensing procedure for the Connection Project remains the responsibility of the Operator.

   C) The obligation of the user to provide reasonable assurance to the Operator in each case, such that the latter may complete the actions as per B) above.

4. The Advanced Reservation of Capacity Agreement expires on conclusion of a Connection Agreement between the parties.

5. The Advanced Reservation of Capacity Agreement specifies at least:

   A) Subject to the case of paragraph [5] Article [$95^{A}$], the Entry Points at which the User has the right to deliver natural gas to the Operator for injection to the Transmission System, and for each Entry Point to which the Agreement relates, the following should be specified:

      (i) The requested Transmission Capacity for Delivery.

      (ii) The requested Maximum Hourly Delivery Quantity.

      (iii) The minimum and maximum natural gas delivery pressure.

   B) The Exit Point and Reverse Flow Exit Points from which the User is entitled to receive natural gas from the Transmission System, and for each Exit Point and Reverse Flow Exit Point to which the Agreement pertains:

      (i) The requested Transmission Capacity for Reception.

      (ii) The requested Maximum Hourly Reception Quantity.

      (iii) The minimum and maximum natural gas reception pressure.

   C) The requested start date for the provision of Transmission Services to the User.

   D) The requested time over which these services are to be provided.

   E) The Project End Date and the estimated Operational Start Date of the Project, as determined by the Operator, which may be adjusted prior to the conclusion of the Connection Agreement, in accordance with case I), and the budgeted costs for the project.

F) The actions required to be taken by the Operator in case B) of paragraph [3] and the time period from conclusion of the Advanced Reservation of Capacity Agreement to the completion of such actions by the Operator (Reference Period), which cannot exceed eighteen (18) months from the end of the month in which the Advanced Reservation of Capacity Agreement is concluded.

G) The Operator's obligation to inform the other party in writing on the progress of the studies and the licensing process, at least every three (3) months after conclusion of the Advanced Reservation of Capacity Agreement.

H) The possibility of an extension of the Reference Period by the Operator for reasons related to the issue of the necessary licences that are beyond the Operator's control, on condition of written notification of the other party no later than three (3) months before the expiry of the Reference Period.

I) The contractual liability of the parties involved, the guarantees that are deposited by the User against the performance of the Advanced Reservation of Capacity Agreement, and the conditions that must be met by the User for the conclusion of a Connection Agreement (Contractual Connection Conditions), which consist, in particular, of:

(i) The provision of information to the Operator from the User establishing reasonable assurance of supply and transmission of the Natural Gas Quantity consistent with the booked Transmission Capacity quantity over the specified time period, and especially letters of intent pertaining to respective cooperation arrangements, preliminary or final agreements, with the exception of details of the price of procurement and transport of natural gas.

(ii) The obtaining or submission of an application for licences required by applicable legislation and approvals for the Reception Facility or the Connected System downstream of the Exit Point or Reverse Flow Exit Point, or upstream of the Entry Point or Reverse Flow Entry Point that was nominated by the User in their Application, if this concerns a future Natural Gas Reception Facility or future Connected System, where completion of construction of the Facility or the Connected System is reasonably consistent with the completion date of the Connection Project that is the subject of the Connection Agreement. In all cases, successful completion of the above licensing procedure remains the responsibility of the User.

(iii) The completion of the actions described in case F) by the Operator.

J) The obligation of the Operator, within ten (10) working days from the expiry date of the Reference Period or any extension thereof as in case H), to issue a written invitation to the User for the purpose of concluding a Connection Agreement within four (4) months, informing the User of the new estimated completion date for the projects essential to the provision of Transmission Services, as well as the automatic dissolution of the Agreement and the release of the booked Advance Transmission Capacity, if the User does not make an appearance to conclude the Connection Agreement within the specified period and, in this case, the mandatory forfeiture by the User of the entire guarantee deposit.

K) The User's right to terminate the Advanced Reservation of Capacity Agreement:

(i) If the Reference Period is extended by the Operator for up to six (6) months, with forfeiture of part of the guarantee deposited.

(ii) If the Reference Period is extended by the Operator for a period exceeding six (6) months, with no forfeiture of guarantees deposited.

(iii) If the Operator, prior to conclusion of the Connection Agreement, postpones as per case E), the estimated Operational Start Date for the project by a period of six (6) to twelve (12) months, with forfeiture of half the guarantee deposit.

(iv) If the Operator, prior to conclusion of the Connection Agreement, postpones as per case (E), the completion date of projects necessary to the provision of the Transmission Services by a period of more than twelve (12) months, with no forfeiture of guarantees deposited.

L) The capacity of the User to reduce the Advanced Reservation of Transmission Capacity it wishes to reserve through the Connection Agreement in relation to future Transmission Capacity booked under the Advanced Reservation of Capacity Agreement, upon submission of a written request to the Operator before the deadline for the conclusion of the Connection Agreement in case (I), provided that the change does not exceed ten percent (10%) of the Transmission Capacity booked under the Advanced Reservation of Capacity Agreement and that the financial efficiency of the project is not disrupted by the change, taking into account any requests from other Users who have concluded Advanced Reservation of Capacity Agreements for the same Connection Project.

M) The capacity of the User to propose one or more other Users to the Operator who may conclude one or more Connection Agreements instead of it, for all or part of User's booked Transmission Capacity, under the following conditions:

(i) Where the Connection Agreements of other Users, together with the Connection Agreement that is to be concluded by the User, account for the total Transmission Capacity booked for the entire period specified in the Advanced Reservation of Capacity Agreement, without prejudice to the case L), and

(ii) The User provides the Operator with guarantees to fulfill its obligations under the Advanced Reservation of Capacity Agreement, on behalf of other Users.

N) The capacity of the User to be replaced in whole or in part with respect to all its rights and obligations arising under the Advanced Reservation of Capacity Agreement.

O) Instances of force majeure, termination of the agreement and the procedure for resolution of disputes that may arise during the implementation of the terms of the Agreement.

P) The procedure for amendment of the Agreement and for redefinition of its terms in case of a change in the regulatory framework governing organisation of the natural gas market.

6. The guarantees deposited by the User on conclusion of the Advanced Reservation of Capacity Agreement, reflect the Operator's estimated cost for performance of all actions specified in the Advanced Reservation of Capacity Agreement. In case of simultaneous or subsequent conclusion of Advanced Reservation of Capacity Agreements, for the same project, with more than one User, and in the case of paragraph [7], the guarantee required from each User is calculated or adjusted, respectively, in proportion to the Transmission Capacity booked for each User in the project.

7. If more than one Advanced Reservation of Capacity Agreement have been concluded for the same Connection Project, in case of termination of the Advanced Reservation of Capacity Agreement by one or more Users, the Operator must inform the remaining parties (Users) and announce the availability of the corresponding future Transmission Capacity to be booked by other Users via the Electronic Information System. If within two (2) months from the date of the announcement of the Operator, said Advanced Reservation of Transmission Capacity is not booked by other Users, under any of the potential conditions as per article [95B], paragraph [9(B)], the Operator will reevaluate the cost effectiveness of the project based on the booked Transmission Capacity of the other Advanced Reservation of Capacity Agreements remaining into force.If the Project is rendered financially untenable, the Operator will redetermine its technical characteristics, timetable and the implementation budget for the Connection Project, in order to reestablish the financial viability of the Project, and will then issue a respective proposal for amendment of their Agreements to the other parties (Users), in writing, and/or request payment of an Additional Connection Fee in order to ensure the financial viability, in accordance with the NNGS Basic Pricing Regulation.

   Where the Operator's proposal is:

   i) accepted by all remaining Users, the Administrator will amend the Advanced Reservation of Capacity Agreements of said Users accordingly and adjust the amount of respective guarantees.

   ii) not accepted by all Users, Advanced Reservation of Capacity Agreements of Users that reject the Operator's proposal automatically expire without forfeiture of the guarantees deposited by them, and the Operator will repeat the above re-evaluation procedure with the remaining Users.

8. In the event of termination or automatic termination of the Advanced Reservation of Capacity Agreement, the booked Transmission Capacity is made directly available for reservation by other Users. The Operator will, via the Electronic Information System, publish details of each case where future Transmission Capacity remains free for reservation by Users, including future Transmission Capacity that remains free for reservation under the provisions of paragraph [5], case (L).

9. If within twenty four (24) months from the date of automatic termination of the Advanced Reservation of Capacity Agreement, as per paragraph [5] (I), or the termination of the Agreement by the User, as per paragraph [5] (K), a third User

concludes a Advanced Reservation of Capacity Agreement or a Connection Agreement with the Operator for the whole or part of the Connection Project that was the object of the Advanced Reservation of Capacity Agreement concluded with the original User, the Operator will return all or part of the amount paid to the original User without interest.Repayment will be proportionate to the volume of Transmission Capacity booked in the Connection Project by the third party User, compared to the total Transmission Capacity booked by the original User, and up to the amount paid by the latter.

10. The Operator will publish the text of the Standard Advanced Reservation of Capacity Agreement via the Electronic Information System, including the annexes thereto, in editable format.

## Article 95[E]

## Connection Agreement

1. The Connection Agreement is concluded, at the written invitation of the Operator, between the Operator and, as appropriate:

   A) Users with whom the Operator has already concluded an Advanced Reservation of Capacity Agreement, provided that the Contractual Conditions for Connection have been met before the deadline specified in the Advanced Reservation of Capacity Agreement, as per the provisions of Article [95[D]].

   B) Users whose Advanced Reservation of Capacity Application has been accepted by the Operator, where the Application requires the implementation of a Small Project, after the inclusion of the project in the List of Small Projects as per article [95[B]] paragraph [12].

   C) Users whose Advanced Reservation of Capacity Application relates to a Planned Project under article [95[C]] paragraph [6] (B).

2. The Connection Agreement will be drawn up in written form.

3. The Connection Agreement will become effective as of its conclusion and until the expiry of the period of provision of Transmission Services to the User, subject to paragraph [9].

4. The purpose of the Connection Agreement is, subject to paragraph [9]:

   A) The reservation, in favour of the User, of Transmission Capacity that will be available in the future in the Transmission System, for the time period and in the volume specified in the User's Application for Advanced Reservation of Transmission Capacity or the relevant Advanced Reservation of Capacity Agreement, or in accordance with the provision of article [95[D]], paragraph [5] (L), as applicable, under the specific terms specified in the Connection Agreement.

   B) The Operator's obligation to complete at its own expense the licensing process and all the required projects for the provision of the Transmission Services (Connection Project) within the period specified in the Advanced Reservation of Capacity Agreement, according to article [95[D]], paragraph [5] (I), such that the provision Transmission Services to the User is possible

by the end of this period, and its obligation to pay the User compensation if said period is exceeded by more than six (6) months, subject to the occurrence of Force Majeure events.

C) The obligation of the User to co-sign an Approved Application for Firm Service (Firm Service Agreement) with the Operator, within a specified period from the Operational Start Date of the Project, for the volume of Transmission Capacity and for the time specified in the Application for Advanced Reservation of Transmission Capacity that has been accepted by the Operator, or determined by a Advanced Reservation of Capacity Agreement, as appropriate, and the compensation payable by the User to the Operator in the case of termination of the Connection Agreement by the User, or if they fail to appear for signature of the Firm Service Agreement.

D) The User's obligation to pay to the Operator that part of the Project cost (Additional Connection Fee) to which they have committed:

(i) either during the application process if the provisions of article [$95^{B}$] paragraph [9], subparagraph (b)(i) apply,

(ii) or during the process set out in Article [$95^{D}$] paragraph [6], such that the project becomes financially viable. The manner and timing of payment are specified in the Connection Agreement, as appropriate.

5. The Connection Agreement will specify at least the following, subject to paragraph [9]:

A) The budgeted cost of the Connection Project, that part of the estimated cost, including construction period interest and excluding any grant, which will be recovered through charges for the reservation of Transmission Capacity by the User in the Transmission System in accordance with the NNGS Usage Tariff and the Approved Firm Service Application, within the framework of the Transmission Agreement entered into with the Operator, as well as any part of the budgeted cost payable as a lump sum by the User according to paragraph [9] and/or paragraph [4](D).

B) The Completion Date and the Operational Start Date of the Connection Project, and the deadline for the signature of the Approved Firm Service Application(s) under the relevant Transmission Agreement(s) concluded with the Operator, where the provisions pertaining to case F) are applicable, which may not have an expiry date later than the deadline indicated in case C).

C) The penalties forfeited in favour of the User in the event that the Operational Start Date of the Connection Project is exceeded by more than six (6) months, for each month of delay.

D) The amount of compensation which the User is required to pay to the Operator in the following cases:

(i) If the User terminates the Connection Agreement or the Connection Agreement is terminated due to culpability of the User between the date of conclusion of the Connection Agreement and the completion of construction for the Connection Project (Connection Project Construction Period).

(ii) If the User terminates the Connection Agreement, or the Connection Agreement is terminated due to culpability of the User within the Recovery Period.

E) The guarantees that the User is required to provide for the good performance of the Connection Agreement.

F) The capacity of the User to indicate to the Operator one or more other Users who may co-sign one or more Firm Service Agreements with the Operator, within the framework of the relevant Transmission Agreements, thereby taking the User's place with respect to all or part of the Transmission Capacity booked by it, under the following conditions:

(i) Where Approved Firm Service Applications are signed between third party Users and the Operator within the framework of the respective Transmission Agreements, together with the Approved Firm Service Application signed between the User in question and the Operator, which thus cover the booking of the full Transmission Capacity for the entire duration as specified in the Connection Agreement, in accordance with the provisions of paragraph [4](C), and

(ii) Where the User provides the Operator with guarantees for fulfillment of its obligations arising from the Connection Agreement, on behalf of the other third party Users.

G) The User's capacity to be substituted in whole or in part with regard to rights and obligations arising from the Connection Agreement.

H) The Operator's obligation to inform its counter parties regarding the progress of construction and the Project's budgetary outturn costs, as well as to make the respective statements available to the User at least at three (3) monthly intervals, or on expiry of each Agreement concluded by Operator with third parties in relation to the Project.

I) Instances of force majeure, termination of the agreement, and the procedure for resolution of disputes that may arise during the implementation of the terms of the Agreement.

J) The procedure for amendment of the Agreement and for redefinition of its terms in case of a change in the regulatory framework governing organisation of the natural gas market.

6. Within three (3) months of the entry into force hereof, the Operator will, after public consultation, submit the following for approval to the RAE, in accordance with the provisions of Article 69(5) of the Law:

A) The methodology for determining the guarantees that the User is required to deposit on signature of the Connection Agreement, which will be proportionate to the Connection Project budget.

B) The methodology for setting the penalties forfeit in favour of the User as per the provisions of paragraph [5](C).

C) The methodology to determine the guarantees that the User is required to deposit, where the provisions of paragraph [5](F) become applicable.

D) D) The methodology to determine the compensation payable by the User to the Operator in the event of termination of the Connection Agreement by the User, or premature termination thereof due to culpable action on the part of the User, as defined in paragraph [5](D](i), to cover the costs associated with implementation of the Connection Project, which are the object of the Connection Agreement, and which have been incurred or assumed with respect to third parties by the Operator, up to the date of termination of the Agreement by the User.

E) The methodology to determine the compensation payable by the User to the Operator in the event of termination of the Connection Agreement by the User or premature termination thereof due to culpable action on the part of the User, as defined in paragraph [5](D)(iii), which covers that part of the cost of the Connection Project, including the capital costs of the Operator, as specified in the Connection Agreement according to paragraph 5(A), which, up to the date of termination of the Agreement by the User, have not been recovered by the Operator through charges for the booking of Transmission Capacity in the Transmission System by the User, according to the NNGS Usage Tariff and the Transmission Agreement.

7. In the event of the termination of the Connection Agreement by the User, or premature termination thereof due to culpable action on the part of the User, as defined in paragraph [5] (D), then the following will apply:

   A) If within twenty four (24) months of the date of termination of the Connection Agreement by the User, or premature termination thereof due to culpable action on the part of the User, as defined in paragraph [5](D](i), another third party User enters into a Connection Agreement with the Operator for all or part of the Connection Project that was the object of the Connection Agreement with the original User, the Operator will return to the original User all or part of the amount paid without interest, in proportion to that part of the Connection Project included in the new Connection Agreement with the other third party User, and up to the amount paid by the original User.

   B) If following termination of the Connection Agreement by the User, as defined in paragraph [5](D](i), or premature termination thereof due to culpable action on the part of the User, a third party User signs an Approved Firm Service Application with the Operator within the framework of its Transmission Agreement with the Operator, for all or part of the Connection Project that was the object of the Connection Agreement with the original User, the Operator will return to the original User all or part of the amount paid without interest, based on the revenue of the Operator from charges for the booking of Transmission Capacity from the Transmission System by the third User, according to the NNGS Usage Tariff and up to the amount paid by the original User.

8. If more than one Connection Agreement has been concluded for the same Connection Project and in the case of premature termination of a Connection Agreement by one or more Users, for which the Operator is not culpable, during the period between conclusion of the Connection Agreement and the Operational Start Date of the Connection Project, the Operator will publish the availability of the corresponding future Transmission Capacity via the Electronic Information

System for reservation by other Users. If, within two (2) months of the date of the Operator's announcement, the future Transmission Capacity in question has not been booked by other Users, the Operator will reevaluate the financial viability of the Project, based on the booked Transmission Capacity of the other Connection Agreements remaining in force. If the Project is no longer financially viable, the Operator will redetermine the technical characteristics, timetable and implementation budget for the Connection Project, such that the Project is rendered financially viable again, and will then issue a respective proposal in writing to the other parties (Users) with respect to amendment of their Agreements. If the Operator's proposal is accepted, it will amend the Connection Agreements of said Users accordingly, and adjust the amount of respective guarantees. In the event that the Administrator's proposal is rejected or there is no response from all the remaining Users within the deadline set by the Operator, the Operator may submit a request to the RAE asking for an action proposal to address the issue. In the case of rejection of the RAE's proposal by the parties within a specified deadline, the Connection Agreements will expire automatically, with a remaining obligation on the part of the Users to deposit part of the guarantee to cover the costs associated with implementation of the Connection Project, which are the object of the Connection Agreement, and which have been incurred or assumed with respect to third parties by the Operator, up to the date of termination of the Agreement by the User, in proportion to the percentage of future Transmission Capacity that each User has booked in relation to the Connection Project. Until the issuance of the above RAE decision, the validity of these Connection Agreements is suspended.

9. If the project involves the connection of a Reception Facility or a Connected Natural Gas System to the Transmission System, the Connection Agreement makes provision for payment of a mandatory Connection Fee by the User, according to the Tariff Regulation governing Basic NNGS Activities. If the cost of the project is lower or equal to the Connection Fee, the following will apply:

   A) The Connection Agreement does not include the User's obligation to sign a Firm Service Agreement with the Operator within a specified period from the date of completion of the Connection Project.

   B) The Connection Agreement will expire upon payment by the User of an amount corresponding to the total cost of the project.

10. Within six (6) months from the entry into force hereof, the Operator is required to prepare and submit a Standard Connection Agreement to the RAE, which will be proposed by the Operator to all Users, according to paragraph [1], without discrimination. The specific conditions the Standard Connection Agreement may vary, depending on the technical characteristics and the budget of the Connection Project to which the Connection Agreement relates. The same conditions apply without discrimination to User Connection Agreements concluded by the Operator that pertain to the same category of Connection Projects . The Connection Project category is determined by the Operator prior to conclusion of Connection Agreements.The information is sent to the RAE and published via the Electronic Information System.

11. The Operator will publish the text of the Standard Connection Agreement via the Electronic Information System, including the annexes thereto, in editable format.

## Article 95[F]

## Conditions for Conducting an Open Season Procedure for Advanced Reservation of Capacity

1. The Operator should investigate the feasibility of conducting an Open Auction Procedure for Advanced Reservation of Transmission Capacity (Open Procedure) under the following circumstances:

   A) If the NNGS Development Study establishes the necessity for the implementation of a NNGS Development Project that falls under the Big Project category, and the most cost effective means of implementation would involve long-term capacity reservation for the Project. The Open Procedure precedes the inclusion of the Project in the Development Plan.

   B) The conditions of article [95[B]] paragraph [13] (C) also apply.

   C) At the request of the RAE, as a condition for a project that is included in the Draft Development Plan to join the Development Plan, if it considers that the most cost effective means of implementation requires long-term capacity reservation for the Project.

2. The Operator's decision to not investigate the feasibility of conducting an Open Procedure must be fully substantiated by the Operator, and the reasons communicated to the RAE.

3. The new capacity (Open Procedure Capacity) related to the Project becomes available for reservation and is allocated to the interested parties through the Open Procedure. In order to determine the Open Procedure Capacity, the Operator particularly takes into account the following:

   A) The NNGS Development Study.

   B) The Development Plan.

   C) The List of Small Projects.

   D) The New Project Assessment Study, in accordance with article [95[B]] paragraph [9] .

4. The Operator may offer the Open Procedure Capacity through individual shares (Capacity Shares).

5. If the project involves the development of interconnection with another Member-State of the European Union or the Energy Community, the investigation of the feasibility of conducting the Open Procedure and its method of conduct is decided together by all the Operators of Natural Gas Systems of the relevant Member-States, notwithstanding the provisions of articles [95[G]] to [95[I]]. The Operator cooperates with the Operators of upstream or downstream Systems in the preparation of a proposal for the conduct of an Open Procedure and determination of the individual stages of the Open Procedure. The RAE cooperates with the regulatory authorities in the upstream and downstream Connected Systems for the approval of the Open Procedure Tender Invitation and the monitoring of the stages of the Open Procedure, as defined in Articles 21 and 25 of the Law.

## Article 95[G]

## Proposal for conducting an Open Season Procedure

1. If the requirements of article [95[F]] paragraph [1] are met within two (2) months of the completion of the NNGS Development Study, or the drafting of the New Project Assessment Study according to article [95[B]], paragraph [13], the Operator will prepare and present for public consultation an Open Procedure Proposal, which will primarily include the following:

   A) A description of the project to which the Open Procedure relates.

   B) The Open Procedure Capacity and a description of Open Procedure Products. An Open Procedure Product is defined as the volume of each Capacity Share on offer, as well as (for each Capacity Share) the start date and duration of capacity reservation in the project.

   C) A budget for the Project and an estimate of the average annual capacity reservation charge (Capacity Fee) for the Project (both non-binding) calculated per Open Procedure Product, or a methodology for calculating Project Costs and Capacity Fees (also non-binding).

2. The duration of the public consultation cannot be less than thirty (30) and not more than sixty (60) days.

3. The Open Procedure Proposal will be published via the Electronic Information System, in Greek and English. Under the responsibility of the Operator, a summary of the Open Procedure Proposal will be published in at least two (2) widely-circulated Greek newspapers, and two (2) widely-circulated financial newspapers in the European Union.

4. Within sixty (60) days of the closing date of the public consultation, the Operator, taking into account the views and the potential interest of participants in the public consultation regarding Open Procedure Products, will resolve to:

   A) Hold an Open Procedure, without amendment to the characteristics or the implementation timetable of the Project, or to the characteristics of the Open Procedure Products referred to in the Open Season Procedure Proposal.

   B) Hold an Open Procedure, with amendment to the characteristics or the implementation timetable of the Project, or to the characteristics of the Open Procedure Products referred to in the Open Season Procedure Proposal, in order to permit the servicing of estimated demand in the most cost effective manner, to the limits of the technical construction capacities of the project.

   C) Not to hold an Open Procedure, if there is insufficient interest in booking capacity in the Project. In this case, the Operator is entitled to include the project in the Draft Development Plan, as defined in Article [92], or to proceed to the evaluation of the Applications for Advanced Reservation of Transmission Capacity, as defined in article [95[B]], paragraph [13](C).

5. The decision of the Operator will be fully substantiated, published in the Electronic Information System, and communicated to the RAE.

6. If the Operator decides to hold an Open Procedure to be carried out in accordance with the provisions of article [95[F]] paragraph [1](B), all applicants that have submitted Applications for Advanced Reservation of Transmission Capacity

relating to an Unplanned Project, as defined in Article [95$^{A}$] paragraph [12](A), are required to participate therein. If any applicant as above does not wish to participate, the Operator will reject the corresponding Application for Advanced Reservation of Transmission Capacity. The decision of the Operator to reject the application is communicated to the RAE.

## Article 95$^{H}$
## Declaration of an Open Season Procedure

1. Within three (3) months of the date of the Operator's decision according to article [95$^{Z}$] paragraph [4], (A) and (B), the Operator will prepare a draft Open Procedure Tender Invitation that will be submitted to the RAE for approval, according to the provisions of Article 69(5) of the Law.
2. Within (30) days of the submission date of the plan, the RAE may seek clarifications on the project and changes in the terms of conduct for the Open Procedure, setting a deadline for compliance by Operator that may not be less than thirty (30) days.
3. Within fifteen (15) days of approval by the RAE, the Open Procedure Tender Invitation will be published in the Electronic Information System, in Greek and English. At the responsibility of the Operator, a summary of the Open Procedure Tender Invitation will be published in at least two (2) widely-circulated Greek newspapers, and two (2) widely-circulated financial newspapers in the European Union.
4. The Open Procedure is conducted in Greek and in English.
5. The Invitation to Tender by Open Season Procedure includes:
    A) Technical description and timetable for the project, description of Open Procedure Capacity and Open Procedure Products, non-binding budget of the Project and the estimated Capacity Fare or non-binding calculation methodology of the Project cost and the Capacity Fee, finalised by the Operator after completion of the public consultation on the Open Procedure Proposal, according to Article [95$^{G}$].
    B) A detailed description of the stages of the Open Procedure, as per paragraph [1] of article [95$^{H}$].
    C) The criteria relating to the right to participate in each stage of the Open Procedure and the respective guarantees that interested parties may be required to produce.
    D) A detailed timetable of the stages of the Open Procedure, which at the least specifies:
        (i) The Start Date of the Non-Binding Offer Stage, which cannot be later than sixty (60) days from the publication of the Open Procedure Tender Invitation and the total duration of this stage, which can not exceed ninety (90) days.
        (ii) The Start Date of the Binding Offer Stage, which cannot be later than thirty (30) days from the end of the Non-Binding Offer Stage, subject

to the cases as per article [95[I]] paragraph [3] and paragraph [6](A) and the total duration thereof, which may not exceed ninety (90) days.

(iii) For each stage, the deadlines for the submission of offers, the issue of the Operator's decision on the acceptance or rejection of offers, the submission of complaints from the participants and the issue of decisions on them.

(iv) The final date for conclusion of the Advanced Reservation of Capacity Agreement with each participant whose binding offer was accepted, which cannot be less than thirty (30) and not more than sixty (60) days after the inclusion of the project to the Development Program.

E) Acceptance or rejection criteria for offers submitted during the Non-Binding Offer Stage and the Binding Offer Stage, respectively, according to article [95[A]].

F) The methodology for allocation of Open Procedure Capacity in the Binding Offer Stage, where the sum of Capacity Shares requested for reservation exceeds the Open Procedure Capacity. When establishing the methodology for allocation of Open Procedure Capacity, the Operator must take all necessary steps to ensure that the allocation of Capacity is performed in the most economical, transparent, direct, and non-discriminatory manner among the participants of the Open Procedure, based on market mechanisms.

G) All standard documents required at each stage of the Open Procedure must be submitted by the participants at this stage, in particular the documents pertaining to offers submitted during the Non-Binding and Binding Offer Stages, and the corresponding guarantees.

6. Participation in the Open Procedure requires payment of a fee, which is calculated by multiplying the sum of the Capacity Shares that the interested party is requesting to book, by the Unit Advanced Reservation of Capacity Application Charge according to article [95[A]]. The fee is payable as a lump sum, during participation in the Non-Binding Offer Stage. Participants in the Open Procedure that have submitted applications for Advanced Reservation of Transmission Capacity in accordance with article [95[A]], are exempt from payment of that percentage of the Open Procedure participation fee covered by the Advanced Reservation of Capacity Application Fee already deposited by the participants in question.

## Article 95[I]

## Conduction of an Open Season Procedure

1. The Open Procedure is conducted in two consecutive stages:

   A) The Non-Binding Offer Stage.

   B) The Binding Offer Stage.

   The Open Procedure is completed as per the provisions of paragraph [11].

2. At the Non-Binding Offer Stage, subject to paragraphs [3] up to [5], the Operator will:

A) Invite the interested parties to submit non-binding offers for Open Procedure Products, as well as the documents and information required by the Invitation to Tender at this stage.

B) Assess non-binding bids and make a decision to accept or reject them in accordance with the criteria set out in the Invitation to Tender. Rejection of a non binding offer must be fully substantiated by the Operator.The applicant will be notified in writing, and the decision will also be communicated to the RAE.

C) Examine any objections submitted by the participants and issue a ruling on them on them, in accordance with the procedure laid down in the Open Procedure Tender Invitation.

D) Create a list of the participants whose bids were accepted at the Non-Binding Offer Stage, and who have thereby acquired the right to participate in the Binding Offer Stage.

E) Submit a report to the RAE summarising the outcome of the Non-Binding Offer Stage.

3. The Operator may interrupt the Open Procedure during the Non-Binding Offer Stage, and update the Open Procedure Tender Invitation, if it considers that the total Capacity Shares for which acceptable Non-Binding Offers were submitted falls, according to its assessment, under one of the following:

   A) Falls short of the Open Procedure Capacity, such that the continuation of the Open Procedure would reasonably lead to financial non-viability of the Project, or

   B) Exceeds the Open Procedure Capacity, such that continuation of the Open Procedure would reasonably lead to the inability to meet the demand of the participants for Capacity Shares, with the reservation of cases for which, on the basis of the respective Assessment Study conducted by the Operator, there is insufficient supporting documentation regarding the technical feasibility or financial viability of the Project given a further increase of Open Procedure Capacity.

4. The decision of the Operator concerning the interruption of the Open Procedure and the updating of the Open Procedure Tender Invitation will be specifically substantiated by the Operator, published in the Electronic Information System, and communicated to the RAE. The Operator will return the participation fees to all participants whose non-binding bids were accepted in the Non-Binding Offer Stage.

5. Within three (3) months of the decision of the Operator, in accordance to paragraph [3], the Operator will update the Open Procedure Tender Invitation, with particular regard to the Open Procedure Capacity, the Capacity Fee or the Project budget and will submit it to the RAE for approval. The Open Procedure Tender Invitation will then be approved by the RAE and published in accordance with the procedure outlined in Article [$95^{H}$] paragraphs [2] to [4], and will also include the information provided for in paragraph [5] of the same article. Participation in the Open Procedure requires payment as provided for in article [$95^{H}$] paragraph [6].

6. If, after the repetition of the Non-Binding Offer Stage as above:

A) The sum of the Capacity Shares for which acceptable Non-Binding Offers were submitted, according to the assessment of the Operator, still fall short of the Open Procedure Capacity, then the Operator will proceed with the definitive termination of the Open Procedure. The decision of the Operator concerning definitive termination of the Open Procedure must be specifically substantiated by the Operator, published in the Electronic Information System, and communicated to the RAE. The Operator will return the participation fees to all participants whose non-binding bids were accepted in the Non-Binding Offer Stage.

B) The sum of the Capacity Shares for which acceptable non binding bids were submitted, according to the assessment of the Operator, continues to exceed the Open Procedure Capacity, with the reservation of cases for which, on the basis of the respective Assessment Study conducted by the Operator, there is insufficient documentary evidence to support the technical feasibility or financial viability of the Project given a further increase of Open Procedure Capacity, the Operator will notify the interested parties about potential bottlenecks in the allocation of the Open Procedure Capacity in the Binding Offer Stage. Any decision of the Operator concerning the inability to increase Open Procedure Transmission Capacity will be specifically substantiated by the Operator, published in the Electronic Information System, and communicated to the RAE.

7. During the Binding Offer Stage, the Operator will:

A) Invite the participants listed as per paragraph [2](D) to submit Binding Offers for Open Procedure Products, as well as the documents and information required by the Invitation to Tender at this stage.

B) Assess binding bids and make a decision to accept or reject them in accordance with the criteria set out in the Invitation to Tender. Rejection of a binding offer must be fully substantiated by the Operator.The applicant will be notified in writing, and the decision will also be communicated to the RAE.

C) Examine any objections submitted by the participants and issue a ruling on them on them, in accordance with the procedure laid down in the Open Procedure Tender Invitation.

D) Inform in writing the participants whose binding offers were accepted.

E) Decide on the participants who will be allocated part of the Open Procedure Capacity (successful participants) and compile a corresponding list. The decision of the Operator on the allocation of capacity to successful participants will be specifically substantiated by the Operator and communicated to the RAE. The acceptance of binding offers is expressly subject to the prior inclusion of the project in the Development Plan.

F) Invite the successful participants to produce the guarantees specified in the Open Procedure Tender Invitation relating to the conclusion, subject to the prior inclusion of the project in the Development Plan, of an Advanced Reservation of Capacity Agreement, within a specified period following the inclusion of the project in the Plan.

G) Submit a report to the RAE summarising the outcome of the Binding Offer Stage.

8. The Binding Offer Stage is complete with the submission of the report as per paragraph [6](G) by the Operator to the RAE. Within thirty (30) days from the end of the Binding Offer Stage, the Operator will prepare a Capacity Expansion Proposal, which is sent to successful participants.

9. The Operator is required to include the project in the next Development Plan, which drawn up in accordance with article [92], submitting the Capacity Expansion Proposal along with the Draft.

10. If the project is included in the Development Plan, the Operator will invite successful participants to appear for conclusion of Advanced Reservation of Capacity Agreements within the period specified in the Open Procedure Tender Invitation. If a successful participant fails to appear for the conclusion of an Advanced Reservation of Capacity Agreement within that period, the amount of the relevant guarantee specified in the Open Procedure Invitation becomes chargeable and the Open Procedure Capacity allocated to it will be allocated to the next successful participant, according to the methodology for allocation of Open Procedure Capacity specified in the Open Procedure Tender Invitation. In this case, the Operator will immediately inform the new successful participant and issue an invitation to appear for the conclusion of an Advanced Reservation of Capacity Agreement within the period specified in the Open Procedure Tender Invitation.

11. The Open Procedure ends with the conclusion of an Advanced Reservation of Capacity Agreement for all Capacity Shares allocated during the Binding Offer Stage or the failure of the last successful participant to appear by the closing date of the deadline as defined in paragraph [10], or in the case of non-inclusion of the Project in the Development Plan. Within sixty (60) days after the end of the Open Procedure, the Operator will submit a report summarising the results of the Open Procedure to the RAE.

12. The Operator is obliged to preserve the confidentiality of commercially sensitive information or documents that are submitted to him by the participants at any stage of the Open Procedure.

# CHAPTER 13

# NNGS MAINTENANCE

## Article 96
## Definition

Maintenance is defined as any inspection, modification, repair, replacement, rectification, restoration or upgrading of any part of the NNGS, as well as any other works that affect or may affect the delivery or reception of natural gas at NNGS Entry and Exit Points, respectively. Maintenance is divided into Scheduled and Non-scheduled Maintenance.

## Article 97
## Operator Responsibility for NNGS Maintenance

1. The Operator is responsible for scheduling and execution of NNGS Maintenance.
2. Each Year, the Operator will prepare the Annual Maintenance Planning, taking into consideration the maintenance requirements of the sections of the NNGS, Approved Firm Service Applications, Approved Interruptible Service Applications under the Transmission Contracts, and Approved LNG Applications under the LNG Agreements, which it has concluded with the Users, as well as any relevant information provided by Transmission Users, LNG Users, Connected System Operators and any other natural or legal entity having legal interest therein.
3. To this end, the Operator will coordinate and combine, as far as possible, NNGS Maintenance with the operation and maintenance schedules of Reception Facilities and Connected Systems.
4. The Operator does its utmost to ensure that Maintenance is carried out according to the Annual Maintenance Planning. The Operator has the right to proceed to any Non-scheduled Maintenance, as per the provisions of article [99].
5. During the performance of NNGS Maintenance works, the Operator is exempt from its obligations as imposed by the Network Code and the Transmission System and LNG Agreements that it has entered into, to the extent that non-fulfillment of said obligations is due to Maintenance.

## Article 98
## Annual Maintenance Planning

1. At the latest by 15th November of each Year, the Operator will draw up and publish the Annual Maintenance Planning for the subsequent Year. This plan will includes the time schedule for execution of individual works, and sets the scheduled dates according to which the works must be completed. The Operator will announce any changes to the Annual Maintenance Planning via the Electronic Information System.

2. Maintenance Days are the consecutive or non-consecutive days during which maintenance works on the NNGS are performed, in accordance to the Annual Maintenance Planning.

3. The maximum number of Maintenance Days per year is determined as follows:

   A) Ten (10) working days for the Maintenance of sections of the NNGTS, with the exception of Entry and Exit Points.

   B) Ten (10) working days per NNGTS Entry and Exit Points, subject to the provisions of paragraph [4] of this article.

   C) Twenty (20) working days for LNG Facility Maintenance.

4. In cases of complex large-scale works, the period of time specified in paragraph [3] (B) may be extended by up to ten (10) additional working days, taking into consideration the optimal schedule for the work. The Operator will make every effort to ensure the least possible disturbance to Users.

5. At least twenty (20) working days before the beginning of the maintenance works, the Operator is responsible for notifying Transmission System and LNG Users that are affected by said works in writing, providing information on the type and impact of necessary works, as well as the predicted duration thereof. The Operator may extend the time determined in the Annual Maintenance Planning for the completion of the works, for Emergency Crisis Level reasons, with immediate notification of Transmission System and LNG Users, Connected Systems Operators and any other natural person or legal entity that has legal interest therein.

## Article 99
## Non-scheduled Maintenance

1. The Operator will decide to proceed with and execute Non-scheduled Maintenance works whenever it deems that such Maintenance is essential for the secure, reliable and efficient operation of the NNGS.

2. Before the execution of Non-scheduled Maintenance works, the Operator is responsible for notifying Transmission System and LNG Users, by any expedient means and within a reasonable time, with regard to the type, extent and the expected duration of such works.

3. In determining the timing of Non-scheduled Maintenance works, the Operator must take into consideration the views of Transmission System and LNG Users, Connected System Operators and of any other natural or legal entity with legal interest, provided that there are no risks to the secure and reliable operation of the NNGS.

## Article 100
## NNGS Maintenance User Obligations

1. Transmission System and LNG Users must co-operate with the Operator and provide it, as promptly as possible, with all necessary information such that it

fulfills its obligations with respect to NNGS Maintenance in accordance with the Network Code.

2. On Maintenance Days, the Operator proceeds with the necessary restriction of the Daily Nominations/Renominations of Transmission and LNG Users, respectively, in a fair and non-discriminatory manner. This restriction is published by the Operator, on condition of preservation of confidentiality.
3. On Maintenance Days, Transmission System and LNG Users are responsible for providing full assistance to the Operator and fully complying with its instructions.
4. Transmission System and LNG Users are responsible for making every possible effort, including the incorporation of suitable terms in the agreements they sign with Connected System Operators or with any other natural or legal entity with legal interest, in order to ensure compliance with their obligations, as per this article.

# CHAPTER 14

# NNGS ELECTRONIC INFORMATION SYSTEM

## Article 101
## Operator Responsibilities and Obligations

1. The Operator is responsible for development and administration of the NNGS Electronic Information System, according to the provisions of Article 8(2)(m) of the Law.
2. The Operator provides Users, of Connected System Operators or any other natural or legal entity with legal interest, with access to the Electronic Information System without discrimination. For this purpose, the Operator publishes the specific terms and conditions of access to the Electronic Information System. Access to the Electronic Information System does not require payment of a charge.
3. Persons with access rights to the Electronic Information System must comply with the terms and conditions of use in force at the given time, as published by the Operator.
4. The Operator cannot be held liable by persons with access rights to the Electronic Information System for any instances of non-availability thereof.
5. The information provided by the Operator via the Electronic Information System is available as follows:
   A) It is published in Greek and English.
   B) It is available in a format that allows further computerised analysis and processing.
6. The Administrator may modify the Electronic Information System at its sole discretion, after respective notification of the RAE at least two (2) months prior to the modification. The Operator must inform the Users regarding all modifications to the Information System and before the start of the implementation of such modification.
7. The Operator is obliged to provide to the RAE with access to the Electronic Information System, and to any information regarding the operation thereof.

## Article 102
## Electronic Information System Content

1. The Electronic Information System will publish at least the NNGTS-related information specified in the provisions of Regulation (EC) 715/2009, and on all relevant points as defined in the above Regulation. The updating of such information is performed on a regular basis, and at the least according to the timetable determined for each category of information outlined by Regulation (EC) 715/2009.

2. The Operator is required to provide Users with at least two updates regarding the measured quantities of natural gas per Entry and Exit Point. Each update will cover natural gas flows from the start of the particular Gas Delivery Day. The first update will be made by the Operator before 15:00 on the Gas Delivery Day, based on data available until that time. The second update will be made by the Operator before 20:00 on the Gas Delivery Day.
3. The Electronic Information System includes at least publication of the following data with regards to the LNG Facility:
    A) Daily estimates of the Operator concerning the total Booked Gasification Capacity of the LNG Facility.
    B) Daily estimates of the Operator regarding the available Gasification Capacity of the LNG Facility, as well as monthly forecasts for a time period of eighteen (18) Months. The monthly forecasts must be updated at least once a Month, or more often in the event there is new data.
    C) The Minimum Daily LNG Gasification Rate of the LNG Facility.
    D) The Available Storage Area of the LNG Facility that is allocated to the LNG Users within the framework of the Basic LNG Service, on a daily basis, as well as the Available Storage Area of the LNG Facility available to the LNG Users as Additional Storage Area of the LNG Facility on a daily basis.
    E) The part of the Available Storage Area of the LNG Facility that remains available on a daily basis.
    F) The sum total Daily LNG Reserves of LNG Users.
    G) Long-term annual forecasts of the Operator regarding the Gasification Capacity of the LNG Facility available for the next ten (10) Years.
    H) Historical data on the maximum and minimum used Gasification Capacity of the LNG Facility per Month and the annual mean averages of LNG gasification for the last three (3) Years, and on a rolling basis, up to the previous Month.
    I) The Initial and Final Annual LNG Plan according to the provisions of Chapter [11]. The Electronic Information System also publishes each update of the Final Annual LNG Plan.
    J) The Initial and Final Monthly LNG Plan, according to the provisions of Chapter [11].
    K) The List of certified LNG vessels, as well as each update thereof.
4. Where as in paragraph [3] above there is no definition of a timetable for publication of the respective data, the timetable for each item as per the respective provisions of Chapter [11] are applicable.
5. All communication between the Operator and Users or Connected System Operators or any person with legal interest is done via the Electronic Information System, according to the special provisions of the Network Code, as appropriate.

## Article 103
## Update of NNGTS Points

1. The Operator publishes a list of the respective NNGTS Points (Entry, Exit, etc) via the Electronic Information System, in accordance with Article 8(3) and (4) of Regulation (EC) 715/2009, which have been approved by RAE.
2. Within thirty (30) days from the operation of new Entry and Exit Points in the Transmission System or the final close down of operation of an existing Entry, Reverse Flow Entry, Exit or Reverse Flow Exit Points, the Operator is obliged to submit an updated list of the respective NNGTS Points to the RAE.
3. The RAE will present the list of Transmission System Points proposed by the Operator for public consultation, in Greek and English, and invite the interested parties to express their opinion on the above list.
4. During evaluation of the application, the RAE may require additional information, data, or clarifications from the Operator.
5. The RAE will make a decision regarding the Operator's application within fifteen (15) days after the end of the public consultation period. The decision of the RAE will be communicated to the Operator and posted on its website.
6. A new NNGTS Point is considered to be fully operational after installation and operation of metering devices at the Point in question, belonging to:

   A) The Operator, or

   B) The Customer, if installation and operation of the Operator's metering device has not yet been completed, on condition that the provisions of the Metering Regulation are complied with. Within thirty (30) days of the Operator's metering device becoming fully operational, the Operator will duly inform the RAE.

   For a new Exit Point to be included at a distribution network exit point, it is deemed to be in operation once its operational connection with the other Exit Points comprising the Distribution Network Exit Point has been completed.

# CHAPTER 15

# FORCE MAJEURE

## Article 104
## Definition

1. A Force Majeure event is considered to be any unforeseen and extraordinary condition or event that is not subject to the influence and control of the persons subject to the Network Code, and could not have been avoided even if such persons had demonstrated extreme caution and diligence, as expected of a reasonable and diligent operator, such event leading to the prevention of any of these persons from fulfilling its obligations. Indicatively, it is agreed that the following may constitute Force Majeure events: natural disasters, strikes, lock-outs, the actions of governments or government authorities, war, uprisings, riots, land subsidence, fires, floods, earthquakes, explosions, breakages or accidents in any transmission facility, or other facilities, or of equipment essential to the provision of the duly required service or action, the degree and extent of which render the provision of the requisite service or action impossible.
2. Force Majeure events do not include events and incidents that fall within the definition of NNGTS Crisis situations. In these cases, the provisions of Chapter [10] of the Network Code are applicable, not the provisions of the present article.

## Article 105
## Rights and Obligations in case of Force Majeure

1. In the case of a Force Majeure event, persons are relieved of any liability for non-fulfillment of their obligations to the extent that such non-fulfillment of obligations is due to the Force Majeure event or is caused by it, provided that they have complied with the provisions of the next paragraph.
2. Any person invoking Force Majeure is responsible for:
   A) Immediate notification of the other contracting party or any other affected person, by registered letter against receipt of delivery or by any other expedient means, of the circumstance that constitutes the Force Majeure event, and provision of additional information on the estimated duration of the event and on the actions which, in its opinion, are necessary to address the event in question.
   B) Notification of the other contracting party or any persons affected by such an event, regarding the actions taken to handle the incident that caused the Force Majeure event, with a view to its resolution, and the estimated duration of such event.
   C) The securing of access for the abovementioned persons or their representatives at the site where the Force Majeure event occurred, in order to conduct inspections. In this case, the person requesting the inspection is responsible for reimbursing the person claiming Force Majeure for any expense incurred by the latter due to such inspection.

D) Within a deadline of ten (10) working days from the resolution of the Force Majeure, to draft a report with regard to the Force Majeure event, the actions taken to address the circumstances, and the consequences thereof, and to submit it to the other contracting party or any other person affected by the event.

3. In particular, for Approved Firm Service Applications and Approved Interruptible Service Applications within the framework of Transmission Agreements, and Approved LNG Applications under LNG Agreements, the Parties may agree to extend the duration of the Approved Applications, for the period during which the execution of the obligations set out in the Approved Applications had to be suspended due to the Force Majeure event.

# CHAPTER 16

# DISPUTE RESOLUTION

## Article 106
## Scope

Without prejudice to any specific delegated legislative provisions, disputes arising from the implementation of the provisions of the Network Code are settled according to the provisions of this Chapter.

## Article 107
## Amicable Settlement of Disputes

1. The parties undertake the obligation to make every possible effort to ensure the amicable settlement of disputes arising from the implementation of the provisions of the Network Code.
2. Towards this end, any party may issue an invitation for amicable settlement of a dispute to the other. Within a deadline of three (3) days from the registered delivery of such invitation to the respective party, the parties will appoint and mutually notify their representatives regarding the settlement, negotiating in good faith and according to ethical business practices for the settlement of the dispute.
3. The procedure for settlement of disputes is conducted in Greek and will be completed within a time period of thirty (30) days from the notification of the invitation for amicable resolution, the result of this negotiation is binding on the parties.

## Article 108
## Expertise and Arbitration

1. In the event of non-resolution of the dispute via amicable settlement, and particularly in the event of a difference related to issues of a technical nature, the parties may refer the issue to a mutually approved expert.
2. In the event of failure to resolve the dispute via amicable settlement, or in the case of failure to achieve resolution of the dispute after the issuance of an expert report as per the provisions of paragraph [1], the parties may refer the dispute for arbitration as per the provisions of the Code of Civil Procedure.

   If the matter is not resolved as per the provisions of paragraphs [1] and [2], the Courts of Athens are competent to resolve any dispute.

# CHAPTER 19

# FINAL PROVISIONS

## Article 109
## Electronic Information System

1. Until the Electronic Information System is operational, the following apply:
   A) Any reference to the Electronic Information System is understood to be a reference to the Operator's website.
   B) Any legal transaction or other action to be carried out through the Electronic Information System is carried out by the Authorised Representatives of the Users and the Operator either in writing, or by fax, or by e-mail. All documents will bear the handwritten or digital signature of their author. Digitally signed documents may only be submitted by e-mail.
2. The above arrangements will also apply after the Electronic Information System becomes operational, in any case where the System in question is rendered unavailable for any reason.
3. Limited availability or unavailability of the Electronic Information System is identified by the Operator, announced on its website, and communicated to Users as soon as possible by any other expedient means. The Operator will also publish on its website any essential information for contact between Users and the Operator exclusively for the purposes of this Article, such as telephone numbers, fax numbers and e-mail addresses for receipt of documents, as well as the postal address for delivery of documents bearing handwritten signatures. Following restoration of the Electronic Information System's normal operation, the Operator will immediately inform Users by any expedient means, and will update the Electronic Information System regarding the actions of Users in the period between announcement of limited availability or unavailability until the system became fully operational again.
4. Transactions which, according to the provisions of the Network Code, are drawn up outside the Electronic Information System, once they commissioned into active operation, are conducted exclusively through the Electronic Information System, without prejudice to paragraph [2] of this article.

## Article 110
## Article 111

# ANNEX I

# NNGS NATURAL GAS QUALITY SPECIFICATIONS

## Natural Gas Quality Specifications

1. Wobbe index: The Wobbe index should not be less than 13.066 kWh/$Nm^3$ and should not be greater than 16.328 kWh/$Nm^3$.
2. Gross Calorific Value (GCV): The GCV should not be less than 10.174 kWh/$Nm^3$ and should not be greater than 13.674 kWh/$Nm^3$.
3. Relative Density: The relative density of the natural gas should not be less than 0.56 and not greater than 0.71.
4. CH4: Per volume concentration of methane should not be less than 75 [% mole]
5. CO2: Per volume concentration of carbon dioxide should not be greater than 3 [% mole].
6. N2: Nitrogen concentration should not be greater than 6 [% mole].
7. O2: Oxygen concentration should not be greater than 0.2 [% mole].
8. Hydrogen sulphide (H2S): The hydrogen sulphide content of natural gas should not exceed 5.4 mg/Nm3. In exceptional cases, and for periods of time not exceeding two (2) hours, the hydrogen sulphide content of natural gas may have a value of up to 10.8 mg/Nm3, without however exceeding an Average Daily Value of 6.5 mg/Nm3.
9. Total sulphur: The total sulphur not subjected to osmosis in natural gas must not exceed 80 mg/Nm3. In exceptional cases and for a time period not exceeding 48 hours values of up to 120 mg/Nm3 may be accepted, without however exceeding an Average Weekly Value of 90 mg/Nm3.
10. Water Dew Point (WDP): The Water Dew Point for natural gas must not be over +5°C at a reference pressure of 80 barg.
11. Hydrocarbon Dew Point: The Hydrocarbon Dew Point must not be more than +3°C under any pressure from 1 to 80 barg.
12. Dust and Liquids: Natural gas must be practically free from other gases, solid or liquid substances that may create risks of blockage or dysfunction or damage to normal gas installation facilities and standardized gas equipment. Exception is made in cases where there is formation of minuscule droplets of liquid in natural gas that are impossible to remove.
13. Odorising Substance: Natural gas is delivered at Entry Points without odorising substances. The odorising substance is added at the Delivery Points as necessary, according to the ASME Network Code.
14. The natural gas temperature should not be less than -5ºC or greater than 50 ºC. Under exceptional NNGTS operating conditions, or due to technical reasons, and in no circumstances for periods of more than 4 hours, the temperature may be less than -5ºC. In this case, it is essential that the temperature of the natural gas be

greater than -10°C and at least 5°C higher than the WDP temperature of the natural gas under operational pressure.

15. At the end of the second year after the Network Code enters into force, the Operator must prepare a report, for public consultation and presentation to the RAE, concerning Natural Gas Quality Specifications and any deviations compared to the quality specifications in the European Union and internationally, as well as an evaluation of the feasibility and expediency of bringing Natural Gas Quality Specifications into line with the other specifications.

## LNG Quality Specifications

1. Wobbe index: The LNG Wobbe Index follows the specifications applicable to the NNGTS.
2. Gross Calorific Value (GCV): The HHV of the LNG should not be less than 11.131 kWh/$Nm^3$ and should not be greater than 12.647 kWh/$Nm^3$. The Operator may examine the possibility of delivering an LNG Quantity to the LNG Facility with an HHV that is off specification as per the above, if it falls within a range of 11.011 kWh/Nm3 to 11.131 kWh/Nm3, or 12.647 kWh/Nm3 to 12.986 kWh/Nm3, provided that, after mixing the above quantity with the remaining LNG already stored in the LNG Facility's tanks, the HHV value for the entire LNG quantity is within the above specification.
3. LNG Density LNG Density The density of LNG must not be less than 430 kg/$m^3$ or more than 478 kg/$m^3$. The Operator may review the possibility of delivering an LNG Quantity to the LNG Facility that is off the above specification, but within a range from 420.3 kg/$m^3$ to 430 kg/$m^3$ or from 478 kg/$m^3$ to 483.1kg/$m^3$, provided that after mixing the above LNG Quantity with the remaining LNG stored in the LNG Facility's tanks, the LNG density value remains within the above specification.
4. Molecular Weight: The molecular weight of the LNG should not be less than 16.52 kg/Kmol or more than 18.88 kg/Kmol.
5. CH4: The methane concentration per volume should not be less than 85 [% mole] and greater than 97 [% mole]. The Operator may examine the possibility of delivering an LNG Quantity to the LNG Facility with a methane concentration that is off specification as per the above, if it falls within a range of between 80 to 85 [% mole] and 97 to 99.8 [%mole], provided that, after mixing the above quantity with the remaining LNG already stored in the LNG Facility's tanks, the methane concentration for the entire LNG quantity is within the above specification.
6. N2: Nitrogen concentration should not be greater than 1.24 [% mole].
7. Hydrogen sulphide (H2S): The hydrogen sulphide content of the LNG must not exceed 5 mg/$Nm^3$.
8. Total sulphur: The total sulphur content of the LNG must not exceed 30 mg/$Nm^3$.
9. The composition of heavier hydrocarbons should be within the limits imposed by the KMK method of LNG density calculation. The percentage of iC4 and nC4 must not exceed 4%, and the percentage of iC5 and nC5 must not exceed 2%.

10. The LNG injection temperature (mean average LNG temperature in all LNG vessel tanks, prior to LNG Injection) must not be greater than -158ºC. For LNG temperatures greater than -158°C, the KMK method of density calculation does not apply.

# ANNEX II

## PREPARATION AND UPDATING OF FORMS

The Operator draws up and publishes the forms used to implement the provisions hereof via the Electronic Information System. Each form must specifically include the items prescribed by the corresponding provisions of the Network Code.

The forms may be revised at the initiative of the Operator.

# ANNEX III

## NATURAL GAS SUPPLY INTERRUPTION PROCEDURES

### General

1. Interruption Procedures are applied in each case where, according to the provisions of the Network Code, the Operator deems it essential to reduce or interrupt natural gas supply at an NNGTS Entry Point, Reverse Flow Entry Point, or Exit Point or Reverse Flow Exit Point.
2. Interruption Procedures are divided into the following categories:

    i. Standard Interruption Procedure at an NNGTS Entry Point/Reverse Flow Entry Point.

    ii. Emergency Interruption Procedure at an NNGTS Entry Point/Reverse Flow Entry Point.

    iii. Immediate Interruption Procedure at an NNGTS Entry Point/Reverse Flow Entry Point.

    iv. Standard Interruption Procedure at an NNGTS Exit Point or Reverse Flow Exit Point.

3. The Operator chooses the procedure deemed suitable in each case, depending on the time available and the event to be handled.
4. During the Interruption Procedure, communication between Operator and Users is performed via their authorised representatives, who are appointed as per the Transmission Agreement concluded between the Users and the Operator. Communication will be via fax. In the case of Immediate Interruption, communication by telephone will be preferred.
5. With the exception of the procedure for Immediate Interruption at an Entry Point, where the User fails to comply with the Operator's instructions issued within the framework of the Interruption Procedures within the deadline set out therein, the Operator will send a Non-Compliance Message (Form J) to the User by fax. If the User does not comply with the Operator's instructions within 60 minutes from the time of transmission of the Non-Compliance Message, the Operator may reduce or interrupt the natural gas supply at the relevant Entry or Exit Point, according to its original instruction.
6. The provisions of this Chapter apply to Reverse Flow Entry and Exit Points exclusively for the physical delivery and reception of natural gas by the Reverse Flow procedure, as determined in article [$9^{A}$].

### Procedure for Standard Interruption at an Entry Point

During the Standard Interruption Procedure at an NNGTS Entry Point:

1. The Operator will send the User a Potential Interruption Message (Form D), in which it informs the User regarding potential issue of a Interruption Message within the Warning Period.
2. The Warning Period begins after the lapse of a minimum of four (4) hours from the transmission of the Potential Interruption Message and ends at a time set by the Operator. The Warning Period will be extended only after transmission of a new Potential Interruption Message.
3. Within the Warning Period, the Operator may send an Interruption Message (Form E), with details of the interruption start and end times, as well as the quantity of natural gas that may be delivered to the specific Entry Point during the interruption period.
4. Within two (2) hours from the transmission of the Interruption Message, the User will send the Operator a Confirmation of Interruption Message (Form I). If this deadline expires and no action is taken, the Operator will resend the Interruption Message.
5. The interruption may not begin unless at least three (3) hours have lapsed since transmission of the last Interruption Message.
6. The Interruption Period may be extended following the transmission of a new Interruption Message in which the Operator may redetermine the quantity of natural gas that may be delivered by the User to the specific Entry Point/Reverse Flow Entry Point.
7. During the effective period of interruption, the User is obliged to deliver natural gas to the specific Entry Point according to the instructions given in the Interruption Message.

## Emergency Interruption Procedure at an Entry Point or Reverse Flow Entry Point.

During the Emergency Interruption Procedure at an NNGTS Entry Point:

1. The Operator will send the User an Emergency Interruption Message (Form F) informing him of the Start and End times of the interruption, and the quantity of natural gas that may be delivered to the specific Entry Point/Reverse Flow Entry Point during the period of interruption.
2. Within one (1) hour of transmission of the Emergency Interruption Message, the User will send the Operator a Confirmation of Interruption Message (Form I). If this deadline expires and no action is taken, the Operator will resend the Emergency Interruption Message.
3. The interruption may not begin unless at least three (3) hours have lapsed since transmission of the last Emergency Interruption Message.
4. The Interruption Period may be extended following the transmission of a new Emergency Interruption Message in which the Operator may redetermine the quantity of natural gas that may be delivered by the User to the specific Entry Point/Reverse Flow Entry Point.

5. During the effective period of interruption, the User is obliged to deliver natural gas to the specific Entry Point according to the instructions given in the Emergency Interruption Message.

## Immediate Interruption Procedure at an NNGTS Entry Point or Reverse Flow Entry Point.

During the Immediate Interruption Procedure at an NNGTS Entry Point:

1. The Operator will notify the User by phone and then send an Immediate Interruption Message (Form G) by fax, specifying the start time of the interruption and the quantity of natural gas that the User may deliver to the relevant Entry Point/Reverse Flow Entry Point during the period of interruption.
2. The interruption will remain in effect until the Operator transmits to the User an End of Immediate Interruption Message (Form H). Until transmission of End of Immediate Interruption Message, the User is obliged to reduce delivery to the quantity indicated in the Immediate Interruption Message.

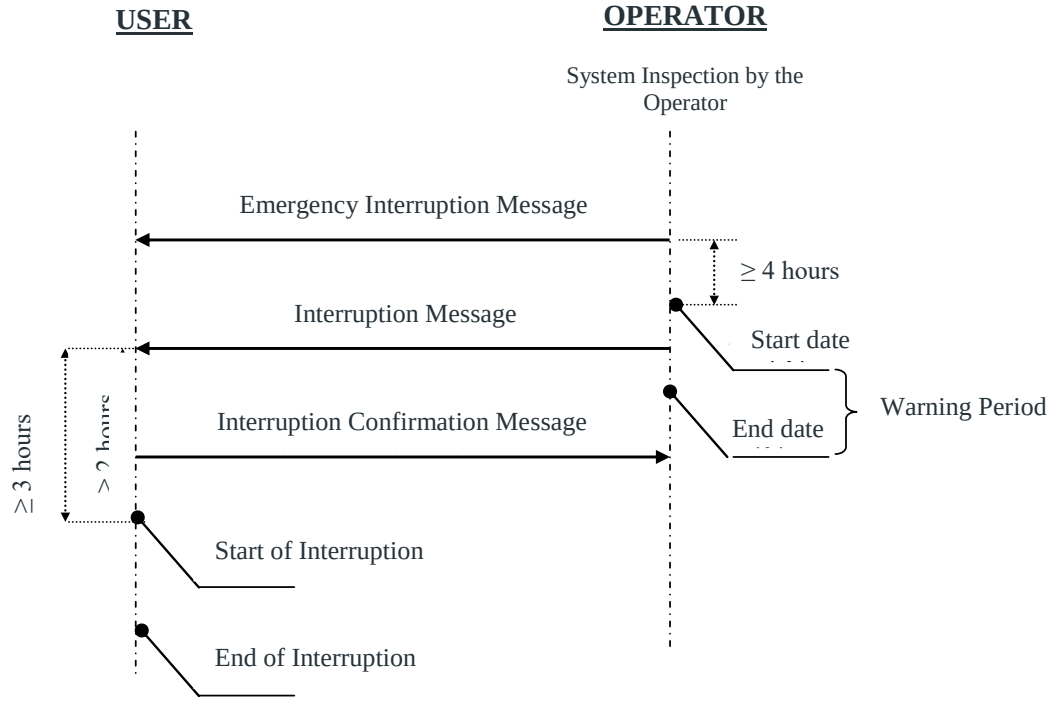
## Standard Interruption Procedure at an NNGTS Exit Point or Reverse Flow Exit Point

During the Interruption Procedure at an NNGTS Exit Point or Reverse Flow Exit Point:

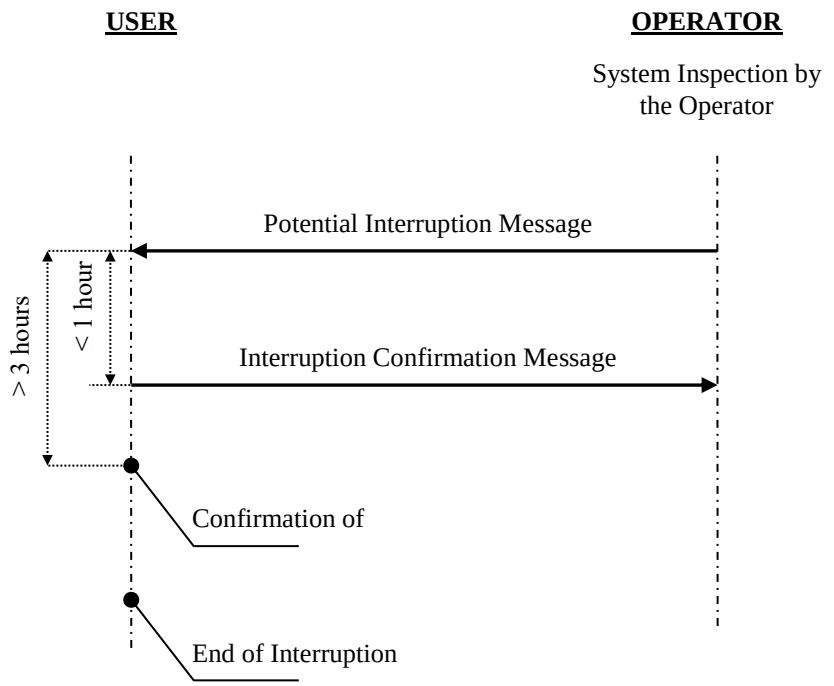
1. The Operator will send the User an Exit Point or Reverse Exit Point Interruption Message (Form K) indicating the Start and End times of the interruption, and the quantity of natural gas that may be taken from the specific Exit Point or Reverse Exit Point during the period of interruption.
2. The message transmission time will precede the Interruption Start Time by at least four (4) hours.
3. The interruption period may be extended following transmission of a new Exit Point or Reverse Flow Exit Point Interruption Message in which the Operator may redetermine the quantity of natural gas that can be received by the User from the specific Exit Point or Reverse Flow Exit Point.
4. During the effective period of interruption, the User is obliged to take up natural gas from the specific Exit Point, according to the instructions given in the Exit Point or Reverse Flow Exit Point Interruption Message.

## Schematic Representation of Interruption Procedures

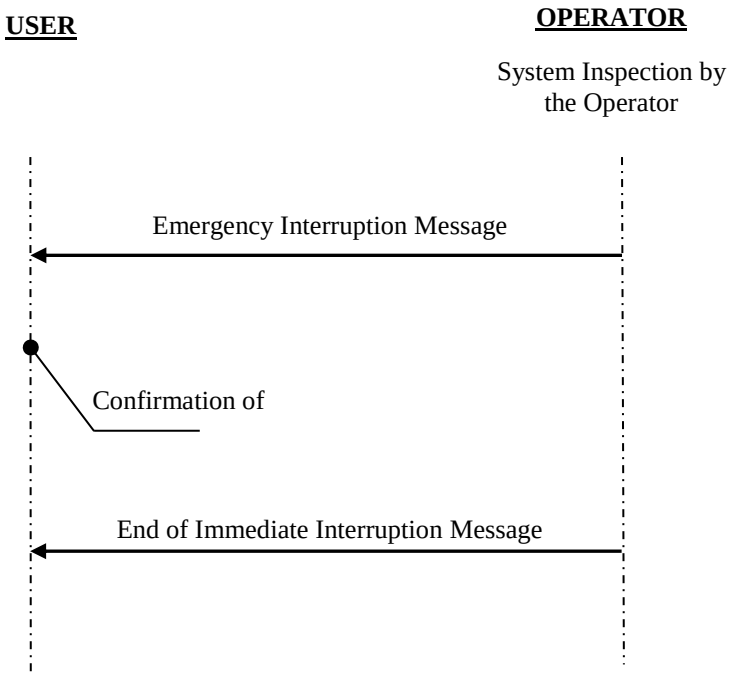
1. The Standard Interruption Procedure at an NNGTS Entry Point/Reverse Flow Entry Point is summarised in the figure below:



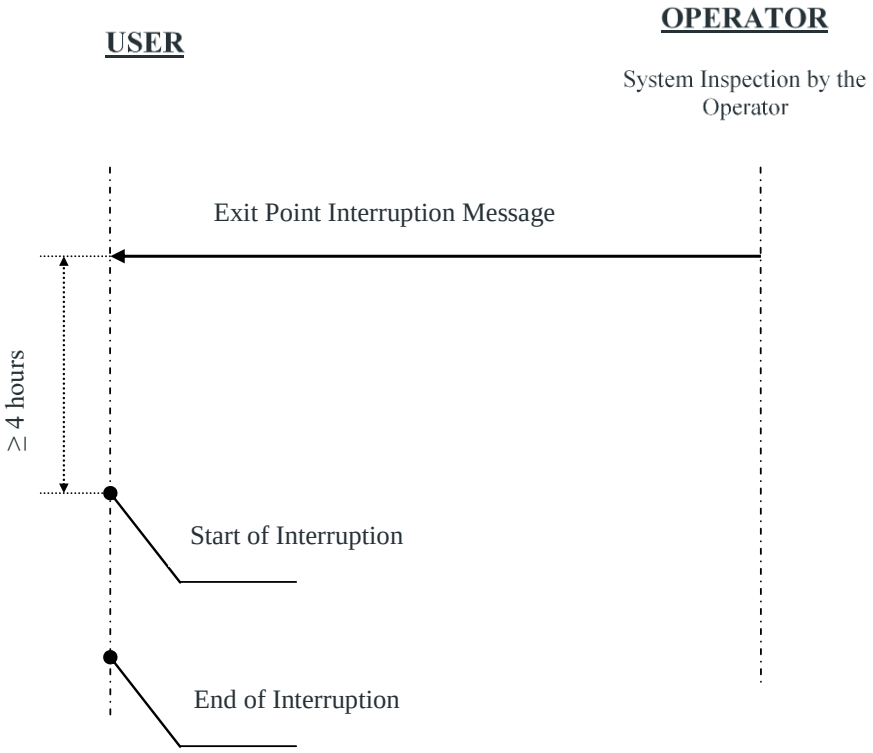

2. The Emergency Interruption Procedure at an NNGTS Entry Point/Reverse Flow Entry Point is summarised in the figure below:



3. The Immediate Interruption Procedure is summarised in the following figure:




5. The Emergency Interruption Procedure at an NNGTS Entry Point/Reverse Flow Entry Point is summarised in the figure below:



# INTERRUPTION PROCEDURE FORMS

The following related forms shall be posted on the Operator's website:

[D] – POTENTIAL INTERRUPTION MESSAGE
[E] – INTERRUPTION MESSAGE
[F] – EMERGENCY INTERRUPTION MESSAGE
[G] – IMMEDIATE INTERRUPTION MESSAGE
[H] – END OF IMMEDIATE INTERRUPTION MESSAGE
[I] – INTERRUPTION CONFIRMATION MESSAGE
[J] – NON-COMPLIANCE MESSAGE
[K] – EXIT POINT OR REVERSE FLOW EXIT POINT INTERRUPTION MESSAGE