

INTERCONNECTED SYSTEMS AGREEMENT  
[BUSINESS RULES]

Entered into on [DATE]

by and between:

**Hellenic Gas Transmission System Operator S.A.**

a Greek Company whose registered office is located at

357-359 Messogion Ave, Halandri, GR-15231

(“DESFA”)

and

**GASTRADE S.A.**

(“Gastrade”)

a Greek Company whose registered office is located at

197, Kifissias Ave. & 40-42 Anavryton str., Maroussi, PC 151 24, Athens

Hereinafter alternatively referred to individually as “Party” and collectively as “Parties”.

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# PREAMBLE

Whereas:

∅ DESFA System and Alexandroupolis INGS are interconnected at the location of Amfitriti, Greece.

∅ DESFA is the TSO of the National Natural Gas Transmission System and as such is in charge of managing the transportation of gas as well as all commercial operations related to gas transportation activities.

∅ GASTRADE is the owner and license holder of an Independent Natural Gas System, currently being developed, comprising an offshore receiving, storage and regasification facility (FSRU) for liquefied natural gas (LNG) in the sea of Thrace southwest of the town of Alexandroupolis and a subsea and onshore pipeline connecting such facility to the National Natural Gas System at the location of Amfitriti, Greece

∅ DESFA and GASTRADE (hereinafter the Parties) concur that the definition of a set of shared procedures among the Parties as well as the harmonisation of units and rules is appropriate for the NGTS Entry Point of Amfitriti, in order to facilitate efficient and reliable operations (both physical and commercial).

∅ The Parties acknowledge they are bound by relevant EU legislation in the operation of their Systems, including the Directive 2009/73/EC and the Regulation (EC) No 715/2009 of the European Parliament and of the European Council and the provisions of the secondary legislation that result from that Regulation, as applicable.

Now, therefore, it is hereby agreed among the Parties as follows:

# 1 Definitions

Capitalized terms and definitions used in present Agreement shall have the meaning set forth in Law 4001/2011, the Directive 2009/73/EC of the European Parliament and the Council and Regulation (EC) 715/2009 of the European Parliament and the Council and the related regulatory acts that result from said legislation, unless otherwise provided herein:

**“Alexandroupolis INGS”** means the Independent Natural Gas System, with INGS license Δ1/A/19466/19.08.2011 as amended by the Regulatory Authority of Energy and in force. The system comprises of an offshore receiving, storage and regasification facility (FSRU) for liquefied natural gas (LNG) in the sea of Thrace southwest of the town of Alexandroupolis and a subsea and onshore pipeline connecting such facility to the National Natural Gas System at the location of Amfitriti, Greece.

**“Allocated Quantity”** means the allocation to each Shipper of that Shipper's portion of the daily quantities of Natural Gas delivered at the Point.

**“Amfitriti GMRS”** means the gas metering and regulating station, owned and operated by DESFA, located at the vicinity of Alexandroupolis at which Natural Gas is injected from Alexandroupolis INGS to DESFA System at the Entry Point of “Amfitriti”, is measured, regulated and analysed.

**“Business Day”** means a day (excluding Saturday, Sunday as well as the 24<sup>th</sup> and 31<sup>st</sup> of December and any other day which is a public holiday) when the banks are open for general business in Athens, Greece.

**“Confirmed Quantity”** means, for a particular Gas Day, the quantity of Gas confirmed by a Party to its Shippers for that Gas Day as result of the Matching Process.

**“Contact List”** means the list of contact persons and details shared and updated by the Parties, as set out in Annex 1 (Contact List).

**“Daily Unbalanced Quantity”** means, for a particular Gas Day, the Steering Difference between the sum of the daily Allocated Quantities and the daily Measured Quantity. The Daily Unbalanced Quantity can be positive (representing an under-delivery from the Alexandroupolis INGS to the DESFA System) or negative (representing an over-delivery from Alexandroupolis FSRU to the DESFA System).

**“Default Processed Quantity for DESFA”**. In the event that a Transmission User does not submit a Daily Nomination or submits a Daily Nomination rejected by DESFA according to the provisions of Article [27B] of the Network Code of NNGS, they are deemed to have submitted a Daily Nomination with zero quantities.

**“Default Processed Quantity for Gastrade”** means the quantity of gas determined as the default daily Processed Quantities of each Gastrade Shipper for the whole Gas Year by the Initiating Operator to the Matching Operator.

**“DESFA Shipper”** means a network user delivering Gas in the NNGTS at the Entry Point, having a GTA

with DESFA.

**“DESFA System”** means the National Natural Gas Transmission System (“NNGTS”) of DESFA in accordance with Law 4001/2011.

**“Emergency”** has the meaning given in Article 13.2.

**“Entry Point”** means the Entry Point of DESFA System as provided for in article 4 of the NNGS Network Code, referring to the point where the DESFA System and the Alexandroupolis INGS are connected at the location of Amfitriti. The EIC Code for the Entry Point is AMFITRITI (EIC NAME: 21Z000000000540N; Display Name: AMFITRITI).

**“Exceptional Event”** shall mean any unplanned event that is not reasonably controllable or preventable and that may cause, for a limited period, capacity reductions, affecting thereby the quantity or quality of Natural Gas at the Entry Point, with possible consequences on interactions between DESFA and Gastrade as well as between DESFA and/or Gastrade and Shippers.

**“Gas Month”** means a period of time beginning at 05.00 UTC during winter time (from 04:00 UTC when daylight saving is applied) on the first day of a calendar month and ending at the same time on the first day of the next calendar month.

**“Gastrade Shipper”** means a Person delivering Gas at the Entry Point, as the case may be, having a Terminal Use Agreement with Gastrade.

**“Gas Year”** means a period starting at 04.00 UTC of the 1st of October of any year and ending at the same time of the 1st of October of the following year.

**“Gross Calorific Value”** or **“GCV”** means the amount of heat, which would be released by the complete combustion of one Normal cubic meter of Natural Gas in air, in such a way, that the pressure (1,01325 bar absolute) at which the reaction takes place remains constant, and all products of the combustion are returned to the same specified temperature (25°C) as that of the reactants, all of these products being in the gaseous state except for water formed by combustion, which is condensed to the liquid state at the same specified temperature.

**“Initiating Operator”** means Gastrade as the Operator initiating the Matching Process by sending the necessary data to as the Matching Operator.

**“Law”** means a national constitution, a supranational or national charter, act, law, statute, ordinance, statutory provision, regulation, order, decree or any other applicable legislative or administrative action of a Competent Authority or a final decree, judgment or order of a court, in the latter case, to the extent that it refers to a Party hereto, including any applicable judgement, statute, law, ordinance, rule or regulation of a Competent authority.

**“Lesser Rule”** means that, in case of different Processed Quantities at either side of the Entry Point, the Confirmed Quantity will be equal to the lower of the two Processed Quantities.

**“Matching Process”** is the process of comparing and aligning the Processed Quantities of Gas for

Shippers at both sides of the Entry Point, which results in Confirmed Quantities for the Shippers in accordance with Article 5.

**“Matching Operator”** means DESFA as the Operator performing the Matching Process and sending the results to Gastrade as the Initiating Operator.

**“Max OBA”** means the maximum (absolute value) OBA Balance.

**“Measured Quantity”** means, for a particular period of time, the quantity of gas that, according to the measurement equipment, operated by DESFA, has physically flowed across the Entry Point in that time period.

**“Metering Operating Manual”** means the document set out in Annex 2 (Metering Operating Manual) to this Agreement, which defines the procedures related to the energy measurement and quality determination of Natural Gas and the necessary operational data to be exchanged between the dispatching centres in order to guarantee the management of the physical flow through the Entry Point.

**“Natural Gas”** or **“Gas”** shall have the meaning assigned to it in the Article 2 of the Law 4001/2011.

**“OBA Balance”** means the level, at the Entry Point in time, of the Operational Balancing Account.

**“Operational Balancing Account”** or **“OBA”** means the account between the Matching Operator and Initiating Operator, to be used to manage Steering Differences at the Entry Point in order to simplify gas accounting for Shippers involved at the Entry Point, in accordance to Article 6.

**“Pair of Shippers”** means a pair of Shippers (who, for the avoidance of doubt, may be the same Shipper) who transfer Natural Gas, at the Entry Point.

**“Processed Quantity”** means the quantity of gas determined by the Initiating Operator and by the Matching Operator, which takes into account the Shipper's Nomination or Re-nomination and contractual provisions as defined under the relevant transport contract and which is used as the basis for the Matching Process.

**“Proportional Allocation Event”** has the meaning given in Article 6.2.

**“Shipper”** shall mean a DESFA Shipper and/or a Gastrade Shipper for the purposes of this Agreement.

**“Steering Difference”** means the difference between the quantity of gas that the system operators had scheduled to flow and the measured quantity for the Entry Point.

**“System”** shall mean the reference to DESFA System or Alexandroupolis INGS for the purposes of this Agreement.

**“Verification”** has the meaning defined by the “International Vocabulary of Metrology – Basic and General Concepts and Associated Terms (VIM 3rd edition)” - JCGM 200:2012, being provision of objective evidence that a given item fulfils specified requirements.

## 4 Transportation Programs

### 4.1 Nominations

The Parties acknowledge that DESFA's Shippers and Gastrade Shippers will be submitting nominations in kWh/d for a Gas Day.

DESFA Shippers and Gastrade Shippers shall be entitled to submit nominations ("Nomination") for a Gas Day (D) to the respective Parties no later than 15:00 local time on the previous Gas Day (D-1) - nomination deadline.

### 4.2 Re-nominations

The Parties acknowledge that DESFA Shippers and Gastrade Shippers will be submitting re-nominations in kWh/d for a Gas Day.

The period during which renominations can be submitted by Shippers for a Gas Day starts from the deadline of the confirmation of the Nominations under Article 5.2 and ends seven hours before the end of the previous Gas Day (D-1) (known as the renomination period).

Each re-nomination cycle starts at the beginning of every hour within the re-nomination period and ends at the end of that hour.

After the end of each re-nomination cycle within the re-nomination period, the Parties will process the latest renominations received during that renomination cycle, in accordance with the Matching Process.

## 5 Matching Process

The Parties agree that Matching Processes shall be performed to check the correspondence between the quantities nominated or re-nominated by each DESFA Shipper and Gastrade Shipper. For the purpose of defining the roles for the Matching Process, the Parties agree that DESFA shall be the Matching Operator and Gastrade shall be the Initiating Operator.

### 5.1 Matching Process for Nominations and/or Re-nominations

The Parties agree that the Matching Process will be performed in respect of each Gas Day. The Matching Process to be followed by the Parties for Nominations and/or Re-nominations at the Entry Point shall be the following:

- a) The Initiating Operator will calculate and send the Processed Quantities of each Pair of Shippers to the Matching Operator in accordance with the deadline defined in Article 5.2.
- b) The Matching Operator will calculate and send the Confirmed Quantities of each Pair of Shippers to the Initiating Operator in accordance with the deadline defined in Article 5.2.
- c) Each of the Parties will communicate to its Shippers the relevant Confirmed Quantities in accordance with the deadline defined in Article 5.2.



## 5.2 Timeline for Nomination and/or Re-nomination/s and Matching Process

The timeline for Nomination and/or Re-nomination and the actions specified in Article [5.1](#) are defined in the table below:

Deadline	max minutes
<b>Deadline Submission of Nominations and Re-nomination/s</b>	<b>As the case may be</b>
(a) Sending of Processed Quantities by Initiating Operator to Matching Operator	+10
(b) Sending of Processed Quantities by Matching Operator to Initiating Operator	+25
(c) Sending of Processed Quantities by Initiating Operator to Matching Operator	+50
(d) Sending of Confirmed Quantities by Matching Operator to Initiating Operator	+90
(e) Sending of Confirmed Quantities to Shippers	+120

A nomination and a re-nomination cycle lasts from the receipt of the Nomination or the Re-nomination, as the case may be, until the last deadline milestone, as described in the table above.

## 5.3 Delays and Exceptional Events

If in any nomination or re-nomination cycle either Party is unable to meet any of the deadline for the exchange of information relating to the Matching Process described above, it will inform the other Party before the deadline, and will send the relevant data as soon as it is able to. The Party receiving the data will use reasonable endeavours to perform its activities as promptly as possible once the data is sent.

**The following rules shall be applied by DESFA** for the calculation of the Processed Quantities at the Entry Point:

- 1 In case of valid nomination, the Processed Quantity will be equal to the nominated Quantity.
- 2 The Processed Quantity will be equal to zero in case:
  - i) no nomination is submitted for the Day concerned;
  - ii) or the nomination submitted is not valid; i.e.
    - a) The nominated quantity is not in accordance with the relevant transportation contract(s) (e.g. nominated quantity is greater than the capacity booked by the Network User at the Entry Point for that Day) and / or
    - b) The nomination is erroneous and / or incomplete (i.e. it is not in accordance with

the standard nomination's form published in DESFA's website).

**The following rules shall be applied by Gastrade** for the calculation of the Processed Quantities at Gastrade side of the Entry Point:

- 1 In case of valid nomination, the Processed Quantity will be equal to the nominated Quantity.
- 2 In case of no valid nomination or no submitted nomination the Processed Quantity will be equal to the Default Processed Quantities for Gastrade.

For a given re-nomination cycle, if the Initiating Operator does not receive the Confirmed Quantities by the deadline specified in Article 5.2 for communication of the Confirmed Quantities to its Shippers, then the Initiating Operator will be entitled to communicate Confirmed Quantities equal to last Confirmed Quantities to each of its Shippers, during their nomination cycle.

If during a re-nomination cycle the Matching Operator determines it has not received the Processed Quantities on time and, notwithstanding using its reasonable endeavours, it would be unable to meet the deadline for the communication of the Confirmed Quantities to the Initiating Operator, then it will perform the Matching Process using the most recently received valid information on the Processed Quantities from the Initiating Operator, for the Gas Day concerned.

Where a Party notifies an Exceptional Event to the other Party, in accordance with Article 13.1:

- (a) the affected Party may determine revised Processed Quantities that apply to its Shippers;
- (b) if the affected Party is the Initiating Operator, it will notify the revised Processed Quantities to the Matching Operator as soon as reasonably practicable and the Matching Operator will perform an updated Matching Process using the updated Processed Quantities as promptly as reasonably possible and communicate the revised Confirmed Quantities to the Initiating Operator; and
- (c) if the affected Party is the Matching Operator, it will perform an updated Matching Process using the updated Processed Quantities as promptly as reasonably possible and it will notify the revised Confirmed Quantities to the Initiating Operator.

The Parties will notify the revised Confirmed Quantities to their Shippers as promptly as possible.

## 5.4 Matching rules

The Parties agree that the Matching Operator will perform each Matching Process according to the following rules:

- (a) The Initiating Operator will calculate and send the Processed Quantities of each Pair of Shippers to the Matching Operator in accordance with the deadline defined in Article 5.2.
- (b) The Matching Operator will calculate and send the Confirmed Quantities of each Pair of Shippers to the Initiating Operator in accordance with the deadline defined in Article 5.2.
- (c) Each of the Parties will communicate to its Shippers the relevant Confirmed Quantities in accordance with the deadline defined in Article 5.2.

The Parties acting in good faith, may cooperate to resolve any Mismatch by contacting each other and the relevant Pair of Shippers.

## 5.5 Information exchange

The Parties agree that all quantities exchanged for the purposes of the Matching Process will be in kWh/day only.

The information that the Initiating Operator shall communicate for the purpose of the Matching Process shall include the following:

- (a) Entry Point identification;
- (b) Gastrade Shipper identification;
- (c) Identification of the DESFA Shipper receiving Gas from the Gastrade Shipper;
- (d) Gas Day;
- (e) Processed Quantities for each Gastrade Shipper.

This information shall be sent by the Initiating Operator using the appropriate edig@s message; if edig@s is unavailable, the Initiating Operator will use the form in Annex 4(a) (Matching Notice).

The information that the Matching Operator shall communicate for the purpose of the Matching Process shall include the following:

- (a) Entry Point identification;
- (b) DESFA Shipper identification;
- (c) Identification of the Gastrade Shipper delivering Gas to the DESFA Shipper;
- (d) Gas Day;
- (e) Processed Quantities for each DESFA shippers;
- (f) Confirmed Quantities for each pair of Shippers.

This information shall be sent by the Matching Operator using the appropriate edig@s message; if edig@s is unavailable, the Matching Operator will use the form in Annex 4(a) (Matching Notice).

## 6 Allocation

### 6.1 Default Allocation & Operational Balancing Account

#### 6.1.1 Establishment of the Operational Balancing Account

The Parties agree to the establishment and operation of an Operational Balancing Account at the Entry Point. For so long as the OBA Balance is less than Max OBA, the Allocated Quantities will be equal to Shipper's daily Confirmed Quantities, while the Daily Unbalanced Quantity will be allocated to the Operational Balancing Account held between the Parties.

## 6.1.2. Operation of the Operational Balancing Account

The Parties agree that:

- (a) DESFA, being the Party in control of the measurement equipment, shall be responsible for monitoring the OBA Balance and communicating the updated OBA Balance in accordance with Article 6.3 and 6.4;
- (b) the Max OBA is as defined in Annex 5 (OBA);
- (c) the Parties will use their reasonable endeavours to keep the OBA Balance as close as practically possible to zero;
- (d) without prejudice to the generality of paragraph (c) above, the Parties will, for each Gas Day, discuss in good faith to agree required adjustments to the Target Aggregate Flow taking into account any correction required to minimise the absolute value of the OBA Balance; and
- (e) if the anticipated Daily Unbalanced Quantity would result in the OBA Balance exceeding the Max OBA, the Parties will discuss in good faith (but without any obligation to agree) whether they are able to temporarily extend the Max OBA limit in order to absorb the Daily Unbalanced Quantity and, if so, the amount and duration of the extension to the Max OBA limit. The relevant discussions are initiated upon written request submitted by one of the Parties to the other Party. The Parties will use reasonable efforts to hold and conclude the discussions within 2 hours upon request's submission and by 10:00 of the Gas Day, immediately succeeding the first Gas Day of the extension of the Max OBA limit, or as soon as reasonably possible thereafter.

## 6.1.3 OBA Balance

The OBA Balance is calculated at the end of each Gas Day D ( $OBA_d$ ), as follows:

- (a) For the first Gas Day (d) of operation of the Operational Balancing Account, the OBA Balance for that Gas Day ( $OBA_d$ ) shall be equal to the Daily Unbalance Quantity for that Gas Day ( $DUQ_d$ ).
- (b) For every subsequent Gas Day (d), the OBA Balance for that Gas Day ( $OBA_d$ ) shall be equal to the sum of:
  - i) the OBA Balance on the previous Gas Day (d-1) ( $OBA_{d-1}$ )
  - ii) the Daily Unbalanced Quantity for that Gas Day D ( $DUQ_d$ )

$$OBA_d = OBA_{d-1} + DUQ_d$$

Negative OBA Balance indicates that DESFA is short towards the zero balance position, with a quantity equal to the absolute value of OBA Balance. Positive OBA Balance indicates that Gastrade is short towards the zero balance position, with a quantity equal to the absolute value of OBA Balance.

## 6.2 Back up allocation rule

### 6.2.1 Suspension of the Operational Balancing Account and proportional allocation

If the allocation rule in Article 6.1 would result in the OBA Balance exceeding the Max OBA and the Parties have not agreed that is possible to absorb the steering differences by extending the Max OBA (a "**Proportional Allocation Event**"), the Parties agree that:

- (a) the operation of the Operational Balancing Account will be suspended and the proportional allocation regime set out in paragraphs (b) and (c) below will be applicable for periods of one or more Gas Days starting from the Gas Day following the Gas Day in which the Proportional Allocation Event occurs;
- (b) the Allocated Quantity for each Shipper will be calculated as (a) the sum of the Measured Quantity for the relevant Gas Day, multiplied by (b) the ratio of the Confirmed Quantities for the relevant Shipper to the sum of the Confirmed Quantities of all Shippers; and
- (c) each Party will be responsible for informing its Shippers about the modification of the allocation regime.

### 6.2.2 Resumption of the Operational Balancing Account

If the operation of the Operational Balancing Account is suspended, then the Parties will meet to discuss and agree a protocol (which may include the transfer of Natural Gas between the Parties to reduce the OBA Balance) and timeline for the resumption of the Operational Balancing Account and the end of the proportional allocation regime set out in Article 6.2.1. Any resumption of the Operational Balancing Account will apply from the start of the Gas Day agreed between the Parties as being the Gas Day on which the default allocation regime will apply again. Each Party will be responsible for informing its Shippers about the resumption of the default allocation regime.

### 6.3 Daily Allocation

DESFA, on a daily basis, shall recalculate the OBA Balance based on the Measured Quantity for that Gas Day and the relevant Allocated Quantities, and not later than 11:00 of each Gas Day shall communicate to Gastrade:

- (a) the Allocated Quantities for the previous Gas Day detailed to each Pair of Shippers;
- (b) the Gross Calorific Value measured for the previous Gas Day at the Amfitriti GMRS;
- (c) for the previous Gas Day, (i) the sum of the Allocated Quantities, (ii) the Measured Quantities and (iii) the difference between the value in (i) the values in (ii); and
- (d) the closing OBA Balance for the previous Gas Day.

This communication shall be sent using the appropriate edig@s message (excluding the information in paragraph (b) and (c) above) and DESFA will also send the communication using the form in Annex 4(b) (Allocation Report). DESFA will also inform Gastrade if any Proportional Allocation Event occurred in the relevant Gas Day and its effect on the OBA Balance.

### 6.4 Monthly Allocation

By the fifth Business Day of each Gas Month DESFA shall communicate to Gastrade:

- (a) the Allocated Quantity of each Pair of Shippers at the Entry Point for each Gas Day in the previous Gas Month, using the most up-to-date information available at that time;
- (b) for each Gas Day in the previous Gas Month, (i) the sum of the Allocated Quantities, (ii) the Measured Quantity and (iv) the difference between the value in (i) and the value in (ii); and
- (c) the closing OBA Balance for each Gas Day of the previous Gas Month.

This communication shall be sent using the appropriate message, using the form in Annex 4(b)

(Allocation Report). DESFA will also inform Gastrade if any Proportional Allocation Event occurred in the previous Gas Month and its effect on the OBA Balance.

If, notwithstanding this allocation regime, either of the Parties notices any inconsistency in the Allocated Quantities, the relevant Party will contact the other Party in order to confirm the reason for the discrepancy and agree on the revision of the Allocation Protocol.

## 6.5 Verification of Measured Quantities

The Parties agree to perform the Verification and any correction of the Measured Quantities according to the provisions set out in the Annex 2 (“**Metering Operating Manual**”).

If, in accordance with the Metering Operating Manual, a metering error has been identified and the Measured Quantities for one or more Gas Days need to be amended then:

- (a) if the amended quantity can be accommodated in the OBA Balance without exceeding the Max OBA then such amended quantity will be added to (or subtracted from, as applicable) the OBA Balance;
- (b) if the amended quantity cannot be accommodated in the OBA Balance without exceeding the Max OBA then the Parties will discuss in good faith (but without any obligation to agree) whether they are able to temporarily extend the Max OBA limit in order to accommodate all such amounts in the OBA;
- (c) if the Parties are not able to (or do not agree to) extend the Max OBA to accommodate all the amended quantity, then the Parties will discuss an alternative mechanism for managing the amended quantity between them, which may include compensation in cash from the Party that has benefitted from the amended quantity; in such a case the applicable unit price will be equal to the European Gas Spot Index of the Title Transfer Facility (TTF), of the respective Day(s), as this is published in the website of the European Energy Exchange (EEX) Group, multiplied by 0.001;

## 7 Units of Measurements

The Parties undertake to adopt, in all of the communication exchanged and in the measurement process, the units of measurement listed in the following table:

Item	Unit
Reference time:	EET/EEST
Pressure:	Barg
Temperature:	°C
Volume:	[Nm <sup>3</sup> ]
Energy:	kWh
Gross Calorific Value:	[kWh/Nm <sup>3</sup> ]
Wobbe index:	[kWh/Nm <sup>3</sup> ]

## 13 Exceptional Events

## 13.1 Communication procedures in case of Exceptional Events

- (a) Each Party shall operate its System, in a way to minimise the impact of any Exceptional Event.
- (b) Each Party shall inform the other upon becoming aware of an actual or expected Exceptional Event, by communicating to the references listed in the Contact List in accordance with the procedure set out below:
  - i) Should an Exceptional Event occur in the DESFA or Gastrade System, which influences or may influence the Natural Gas flow through the Entry Point, the Party whose system is affected shall inform the other Party as soon as reasonably possible and in any case by no later than 20 minutes of that Party becoming aware of the occurrence of the Exceptional Event.
  - ii) As soon as possible and in any case by no later than in 24 hours of the Party whose System is affected, becoming aware of the occurrence of the Exceptional Event, the affected Party shall prepare and submit to the other Party a preliminary report in the form set out in Annex 4(d) (Exceptional Event Notice) including as a minimum the following, all as known and estimated by the Party at the time of the submission of the preliminary report:
    - A. Description of the Exceptional Event and the causes of its occurrence;
    - B. Hour of occurrence of the Exceptional Event and the estimated time of its ceasing or elimination;
    - C. Available Entry Point capacity until the Exceptional Event's ceasing or elimination;
    - D. The possible impact on the quantities and quality of Natural Gas that can be transported through the Entry Point
    - E. The possible impact on the Confirmed Quantities for the Shippers active at the Entry Point; and
    - F. Operations necessary for the restoration of the Entry Point capacity;
  - iii) The affected Party in whose system the Exceptional Event occurred shall inform the other Party regularly, on the progress of the remedial actions. Mutual remedial actions will be agreed upon and applied, if needed.
  - iv) Upon completion of the Exceptional Event repair works, or ceasing of the Exceptional Event, the affected Party shall inform the other Party of the restoration of the Entry Point capacity.
- (c) The provisions of this Article 13.1, and all the other provisions of this Agreement applying when an Exceptional Event occurs, shall also apply when any unplanned event occurs, irrespective of whether it would have been reasonably controllable or preventable, that may cause, for a limited period, capacity reductions, affecting thereby the quantity or quality of gas at the Entry Point, with possible consequences on interactions between Operators as well as between Operator and Shippers.

## 13.2 Emergencies

An "Emergency" means any circumstance where there is, or there is reasonable expectation of, danger, threat to or loss of life, or damage to property or equipment or the environment, and includes the following:

- (a) a significant Gas release;
- (b) an incident involving loss of life or serious injury to an employee, contractor, or third party;
- (c) serious property or equipment damage affecting operations;
- (d) damage to the environment; or
- (e) situations requiring the evacuation of operating personnel.

Each Party shall use its reasonable endeavours to immediately notify the other Party upon the occurrence of an Emergency and the related actions taken on their System. The Parties agree to cooperate and communicate with each other during an Emergency.

Contingency plans and emergency procedures (including details of information transfer) shall be prepared and maintained at all times during operational periods in accordance with the Standard of Performance, and shall include all contacts for Emergency listed in the Contact List.

Each Party shall be entitled to take immediate action in cases of Emergency, as such Party may in good faith deem necessary, to protect its personnel, its equipment, the public or the environment.

Where an Exceptional Event and/or an Emergency turns out to be an event of Force Majeure, article 18 herein applies.