

## LONG FORM INDIVIDUAL CONTRACT

### Natural Gas Sale and Purchase

concluded today, **06.12.2022** ("Trade Date")

The purpose of this communication (this "**Long Form Individual Contract**") is to confirm the terms and conditions of the **Natural Gas Sale and Purchase** transaction entered into by **OMV PETROM SA** ("**Party A**") and **TIBIEL EOOD** ("**Party B**") (together the "**Parties**") on the Trade Date specified above (the "**Transaction**").

The Parties agree to use all reasonable efforts promptly to negotiate, execute and deliver an agreement in the form of an **EFET General Agreement** concerning the Delivery and Acceptance of Natural Gas, with such modifications as you and we will in good faith agree.

Until we execute and deliver that agreement, this Long Form Individual Contract, together with all other documents referring to the form of the EFET General Agreement (each a "**Long Form Individual Contract**") confirming transactions (each, a "**Transaction**") entered into between us shall supplement, form a part of, and be subject to, an agreement in the form of the EFET General Agreement in the form published by EFET in May 11, 2007 (the "**EFET Form**") as if we had executed an agreement in such form but without any Election Sheet.

All provisions contained in or incorporated by reference in that agreement upon its execution will govern this Long Form Individual Contract, except as expressly modified below:

- (i) § 1.2 (Pre-Existing Contracts) shall not apply;
- (ii) § 10.4 (Automatic Early Termination) shall not apply if a Party is governed by a system of law which does not permit termination to take place upon or after the occurrence of a Material Reason in § 10.5(c);
- (iii) §10.5 (b) (Cross Default and Acceleration) shall not apply
- (iv) §10.5 (d) (Failure to Deliver or to Accept) shall apply
- (v) § 13.3 (Payment Netting) shall apply;
- (vi) § 13.5 Interest Rate shall be equal to the 3-month EURIBOR plus three percent (3%) annual per day, EURIBOR published for 11:00 a.m. on the Due Date (in all cases when this rate is less than zero, EURIBOR shall be deemed to be zero);
- (vii) §13.6 (b) (Disputed Amounts) shall apply;
- (viii) §14.9 (Withholding Tax) shall apply;
- (ix) §20 (Confidentiality) shall apply;
- (x) §21(a) – (k) inclusive, the selection shall be "Yes";
- (xi) §22 (Governing Law and Arbitration): Option A shall apply except for the place of arbitration which shall be Paris, France

(the "**EFET General Agreement**") on the Trade Date of the first such Transaction between us.

All capitalized terms used under this Long Form Individual Contract and not otherwise defined within this Long Form Individual Contract shall have the meaning set out in the EFET General Agreement.

This Long Form Individual Contract evidences a complete and binding agreement between Party A and Party B as to the terms of the Transaction to which this Confirmation relates. The terms of the Transaction to which this Confirmation relates are as follows

#### 1. Transaction Terms.

**Seller: TIBIEL EOOD**

**Buyer: OMV PETROM SA**

**Trade Reference Number: 1017/06.12.2024**

**Delivery Point:** Virtual Trading Point Bulgaria - VTP National BG, EIC: 58Z--VTPN-NAT--1)

#### **[X ] INTRA SYSTEM:**

Relevant System: **BULGARTRANGAZ EAD**

#### **[ ] INTER SYSTEM**

Seller's System:

Buyer's System:

**Daily Contracted Quantity:** **500,000 MWh**  
**Time Unit:** ☒ 1 Gas Day  
☐ 1 hour

**Total Quantity to be delivered:** **45.000,000 MWh**

**Supply Period:** From 07:00 hours on Jan 01<sup>st</sup>, 2025 EET  
to 07:00 hours on Apr 01<sup>st</sup>, 2025 EET

**Contract Price:** **€45,25/MWh**

**Long Term Force Majeure Limit:** As applicable under Clause (§ 7.5) EFET General Agreement

**Prevailing Meter Readings and Allocation Statements:** As applicable under Clause (§ 6.4) EFET General Agreement

**Tolerance to Daily and Total Contracted:** zero

## **OTHER ARRANGEMENTS**

### **A) Amendment to the EFET General Agreement**

- (1) §9 (Suspension of Delivery or Acceptance) shall be amended as follows: the words “no earlier than three (3) Business Days after sending a written notice to the Defaulting Party immediately” shall be deleted and the words “one (1) calendar day after such default” shall be inserted after the word “entitled” in fourth line.
- (2) §10.5(d) (Failure to Deliver or Accept) shall be amended as follows: the words “seven consecutive days or for more than seven (7) days in aggregate within the period of sixty (60) days” shall be deleted and the words “one (1) calendar day” shall be inserted after the word “than” in fourth line
- (3) The following new § 19.3 shall be added after § 19.2. “3. Assignment of the claim for Termination Amount: The Terminating Party shall be entitled to assign its claim for the Termination Amount to any third party without the consent of the other Party and any further limitation.”
- (4) § 20.2 b) shall be modified as following: “is disclosed by a Party to its directors, employees, Affiliates, agents, professional advisors, banks or other financing institutions, rating agency, intended assignee”.
- (5) In § 20.1 the words “the terms of an Individual Contract” shall be deleted and replaced as follows:
  - “1) the terms of the Agreement (including the Election Sheet, all Annexes, Appendices and Individual Contracts);
  - 2) any information disclosed in connection with the negotiation of the Agreement;
  - 3) financial statements of a Party or of its Affiliates;
  - 4) the non-public Credit Rating of a Party or of its Affiliates (if any), or
  - 5) any other information relating to a Party or of its Affiliates (whether written or oral)”.
- (6) The § 13 Invoicing and Payment. Payment term shall be modified as following:  
Each month 50% of the Contracted Monthly Quantity is due to be paid on the 20<sup>th</sup> day of the month of delivery. The remaining 50% of the Contracted Monthly Quantity is due to be paid on the 5<sup>th</sup> day of the following month after the month of delivery.
- (7) The parties agree that the following new §14.10 shall be added at the end of §14.9:  
“10. Each Party represents, warrants and undertakes to the other Party that, when acting as a Buyer under an Individual Contract, it is a “Taxable Dealer” within the meaning of Article 38 of Council Directive 2006/112/EC (the “Directive”), or that the supply performed between the Parties is taxable in the country where the Buyer has established its business or has a fixed establishment to which the goods are supplied, as per the second paragraph of Article 39 of the Directive. Each Party further

covenants that, as at the Effective Date, and unless otherwise informed in writing by a Party, the place of establishment for VAT purposes, is as set out below. Each Party undertakes to inform the other Party as soon as reasonably practicable if the covenants given under this subsection have failed or ceased to be true and accurate at any time after the Effective Date and provide accurate information. In the event that a Party fails to inform the other pursuant to this paragraph, that Party shall, as being the other Party's sole remedy, indemnify, defend and hold the other Party harmless and indemnified in respect of any VAT and any associated charges, penalties imposed on that Party by any relevant tax authority, including interest, as a result of that Party's failure to comply with the above undertaking."

#### **OMV PETROM SA**

Place of establishment: str. Coralilor nr. 22 (Petrom City), sector 1, cod postal 013329, Bucuresti, Romania

VAT Registration Number: RO 1590082

#### **TIBIEL EOOD**

Place of establishment: 70 Krakra str., 2300 Pernik, Bulgaria

VAT Registration Number: BG106588084

#### **(8) § 21 Representations and Warranties**

The Parties represent and warrant to each other that they are in possession of all approvals, authorizations and licenses issued by the authorities and other relevant bodies necessary for making available the supply of gas and for the receipt of the Contract Quantity at the agreed time of supply. Each Party shall endeavor to the best of its ability to maintain the validity of all the approvals, authorizations and licenses necessary for this agreement and if necessary in the future to acquire them, especially to apply to the responsible authorities for them.

#### **(9) § 23 Miscellaneous**

Notices, Invoices and Payments details:

<b>(a)</b>	<b>OMV PETROM SA</b>
<b>Notices &amp; Correspondence</b>	
Address:	str. Coralilor nr. 22 (Petrom City), sector 1, cod postal 013329, Bucuresti, Romania
Telephone No:	+40 (21) 406.09.99
Fax No:	+40 (21) 406.04.21
E-mail	<a href="mailto:TradingPetrom@petrom.com">TradingPetrom@petrom.com</a>
Attention:	<b>Marian Bitica</b> , Director Sales Trading and Origination <a href="mailto:marian.bitica@petrom.com">marian.bitica@petrom.com</a> <b>Valentin Popa</b> , Senior Expert Origination Gas & Power <a href="mailto:paulvalentin.popa@petrom.com">paulvalentin.popa@petrom.com</a>
<b>Invoices</b>	
Email address:	<a href="mailto:Ancamaria.draghescu@petrom.com">Ancamaria.draghescu@petrom.com</a>
<b>Payments</b>	
	<b>Atena Visan</b> <a href="mailto:atena.visan@petrom.com">atena.visan@petrom.com</a>
Bank account details	IBAN RON - RO83RNCB0067000494180030 Banca Comerciala Romana – Agentia Dr. Felix, Bucuresti Currency: RON  IBAN EUR - RO84RNCB0067000494180012 Banca Comerciala Romana – Agentia Dr. Felix, Bucuresti Currency: EUR
ACER Code	A0002185D.RO
EIC Code	30XROPETROM----4
VAT Code	RO1590082

<b>(b)</b>	<b>TIBIEL EOOD</b>
<b>Notices &amp; Correspondence</b>	

Address:	70 Krakra str., 2300 Pernik, Bulgaria
Telephone No:	+359 897 631 941
Fax No:	n/a
E-mail	<a href="mailto:office@tibiel.com">office@tibiel.com</a>
Attention:	Administrative Department
<b>Invoices</b>	Please send to the email address indicated below.
Email:	<a href="mailto:backoffice@tibiel.com">backoffice@tibiel.com</a>
Attention:	Financial department
<b>Payments</b>	
Bank account details	EUROBANK BULGARIA AD, 260 Okolovrasten pat str, Sofia 1766, Bulgaria
Bank account details	IBAN: EUR BG05BPBI79251461849902 SWIFT: BPBIBGSF
ACER Code	A0016223B.BG
EIC Code	EU-100-5036053-0-93
VAT Code	BG106588084

- B) **Take-or-Pay clause:** the Buyer shall accept and take over the total contracted quantity to be delivered; if the Buyer fails to accept the total contracted quantity to be delivered, the Buyer shall pay the total contracted quantity to be delivered at the contract price
- C) **Reporting:** Both Parties are obliged to report this Long Form Confirmation to Balkangashub EOD, in order to comply with the Bulgarian regulatory requirements. Reporting shall be done prior to the start of the Supply Period.
- D) Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by returning by email an executed copy of this Individual Contract within maximum one (1) Business Day of receipt of this Individual Contract. Failure to respond within such period will not affect the validity of enforceability of this Individual Contract and shall be deemed to be an affirmation of the terms and conditions contained herein, absent manifest error.

Duly authorized on behalf of:

**OMV PETROM SA**

**Marian Bitica**

Director Supply, Trading and Origination

Duly authorized on behalf of:

**TIBIEL LTD**

**Dimitar Ivanov**

Manager Tibiel EOOD

**Valentin Popa**

Senior Expert Origination Gas & Power