

document scris emis de o autoritate competenta (ex. Camera de Comert si Industrie a Romaniei in caz de forta majora), care sa certifice exactitatea faptelor si imprejurarilor notificate.

- 5.4.** Daca in termen de 15 zile calendaristice de la producere, evenimentul respectiv nu inceteaza, Partile au dreptul sa notifice incetarea de plin drept si fara indeplinirea nici unei formalitati a prezentului Acord, fara ca vreuna dintre ele sa pretinda daune-interese.

6. CONFIDENTIALITATE

- 6.1.** Atat pe perioada de derulare a prezentului Acord, cat si dupa incetarea acestuia, fiecare Parte va pastra confidentialitatea tuturor informatiilor sau datelor cunoscute, indiferent sub ce forma ar exista, atat a celor direct legate de prezentul Acord, cat si a celorlalte date referitoare la cealalta Parte si clientii acesteia, indiferent pe ce cale le-a aflat, sub sanctiunea rezilierii prezentului Acord si/sau a suportarii daunelor ce le-ar cauza celeilalte Parti ca urmare a nerespectarii acestei clauze, cu mentionea ca BRM va putea dezvalui astfel de informatii catre grupul din care face parte precum si catre angajatii, reprezentantii, consultantii profesionali si auditorii sai, precum si afiliatilor sai si angajatilor, reprezentantilor, consultantilor profesionali ori auditorilor acestora, care devin obligati sa pastreze confidentialitatea sub aceleasi reguli ca si BRM.

- 6.2.** Clauza de confidentialitate obliga Partea care a ajuns in posesia unor astfel de informatii sa nu le divulge unei terte parti, in nici un caz si sub nici o forma, cu exceptia situatiilor prevazute in normele imperitative ale legii sau la solicitarea autoritarilor competente, in caz contrar avand obligatia de a suporta daune-interese care sa acopere integral prejudiciul cauzat celeilalte Parti si dovedit de aceasta.

(e.g. the Chamber of Commerce and Industry of Romania in case of force majeure), certifying the accuracy of the notified facts and circumstances.

- 5.4.** If within 15 calendar days after the occurrence, the event does not cease, the Parties have the right to notify the full termination and without fulfilling any formality of this Agreement, without any of them claiming damages.

6. CONFIDENTIALITY

- 6.1.** Both during and after the termination of this Agreement, each Party shall maintain confidentiality of all known information or data, in whatever form it may exist, those directly related to this Agreement and the other data relating to the other Party and its clients, irrespective of the way they found them, under the sanction of termination of this Agreement and / or bearing the damages they would cause to the other Party as a result of non-compliance with this clause, with the mention that the RCE shall be able to disclose such information to the group to which it belongs as well as to its employees, representatives, professional consultants and auditors, as well as its affiliates and employees, representatives, professional consultants or their auditors, who become obliged to maintain confidentiality under the same rules as the RCE.

- 6.2.** The confidentiality clause obliges the Party that has come into possession of such information not to disclose it to a third party, in any case and in any form, except in the situations provided by the mandatory rules of law or at the request of the competent authorities, otherwise having the obligation to bear damages that fully cover the damage caused to the other Party and proved by it

7. DURATION AND TERMINATION OF THE AGREEMENT



7. DURATA SI INCETAREA ACORDULUI

- 7.1.** Prezentul Acord se incheie pe termen nelimitat, acesta putand inceta fie cu acordul Partilor, la data stabilita de catre acestea, fie prin denuntare unilateralala a acestuia de catre oricare dintre Parti, cu un preaviz de cel putin 15 zile lucratoare trimis inainte de data incetarii.
- 7.2.** In cazul in care una din Parti incalca obligatia de confidentialitate din prezentul Acord, cealalta Parte poate declara rezilierea unilateralala a Acordului, prin simpla notificare scrisa de reziliere transmisa Partii in culpa, fara punere in intarziere si fara nicio alta formalitate judiciara sau extrajudiciara, conform dispozitiilor art.1553 Cod Civil privind pactul comisoriu.
- 7.3.** In cazul in care una dintre Parti nu isi indeplineste obligatiile contractuale si daca nu exista alte prevederi exprese in Acord care sa reglementeze conduita Partilor in respectiva situatie, cealalta Parte va notifica Partea in culpa cu privire la neexecutare, prin transmiterea unei scrisori recomandate cu confirmare de primire, in care va indica perioada pe care Partea in culpa o are la dispozitie pentru executarea obligatiei contractuale. Data la care Partea in culpa primeste scrisoarea va fi considerata data punerii in intarziere a acesteia. Daca Partea in culpa se afla de drept in intarziere in conformitate cu prevederile legale sau ale prezentului Acord, sau daca in termenul indicat in notificare Partea in culpa nu executa corespunzator obligatia contractuala, Partea indreptatita poate transmite o notificare scrisa prin care va declara rezilierea unilateralala a Acordului. Participantul este pus de drept in intarziere in cazurile in care se i se suspenda dreptul de tranzactionare, conform prezentului Acord.
- 7.4.** Revocarea de catre Participant a Mandatului de debitare directa acordat BRM conduce la

- 7.1.** This Agreement is concluded for an unlimited period, and it may be terminated either with the agreement of the Parties, on the date set by them, or by unilateral denunciation by either Party, with at least 15 working days notice before the termination date.
- 7.2.** If one of the Parties violates the obligation of confidentiality of this Agreement, the other Party may declare the unilateral termination of the Agreement, by simple written notice of termination sent to the Party at fault, without delay and without any other judicial or extrajudicial formality according to the provisions of art. 1553 of the Civil Code regarding the termination clause.
- 7.3.** If one of the Parties fails to fulfill its contractual obligations and if there are no other express provisions in the Agreement governing the conduct of the Parties in that situation, the other Party shall notify the Party at fault of the non-performance by sending a registered letter with acknowledgement of receipt, in which it shall indicate the period that the Party at fault has at its disposal for the execution of the contractual obligation. The date on which the Party at fault receives the letter shall be deemed to be the date of the notice of default. If the Party at fault is rightfully at default in accordance with the law or this Agreement, or if the Party at fault fails to perform its contractual obligation within the time limit set forth in the notice, the entitled Party may give written notice stating the unilateral termination of the Agreement. The Participant shall be rightfully given a notice of default in cases where its trading right is suspended, in accordance with this Agreement.
- 7.4.** The revocation by the Participant of the Direct Debit Mandate granted to the RCE leads to the automatic termination of this Agreement, without any other judicial or extrajudicial formality, the Participant being

incetarea automata a prezentului Acord, fara nicio alta formalitate judiciara sau extrajudiciara, Participantul urmand a fi raspunzator fata de BRM si/sau orice alti Participanti sau terți pentru eventualele prejudicii create.

8. LEGE SI JURISDICTIE

- 8.1. Prezentul Acord este guvernat de si va fi interpretat in conformitate cu legea romana.
- 8.2. Orice disputa intre Parti nascuta din sau in legatura cu incheierea, validitatea, interpretarea, executarea sau incetarea prezentului Acord va fi rezolvata pe cale amiabila. Toate neintelegerile/disputele care nu pot fi rezolvate pe cale amiabila intre Part intr-un interval de 30 de zile de la notificarea initiala a diferendului vor fi solutionate de catre instantele judecatoaresti competente din Bucuresti.

9. NOTIFICARI SI CORESPONDENTA INTRE PARTILE SEMNATARE

- 9.1. In acceptiunea Partilor, orice notificare/corespondenta adresata de o Parte celeilalte Parti este valabil comunicata daca este predata sau transmisa la adresa mentionata in prezentul Acord.
- 9.2. Notificarea/ corespondenta se transmite prin posta/curierat cu scrisoare recomandata cu confirmare de primire, prin e-mail sau fax.
- 9.3. Notificarea/ corespondenta transmise prin posta cu scrisoare recomandata cu confirmare de primire, se considera primita la data semnarii de catre destinatar a confirmarii de primire. Notificarea/ corespondenta transmisa prin e-mail sau fax se considera primita la data receptionarii confirmarii de primire, in cazul in care aceasta a fost emisa inainte de orele 15:00 in orice zi lucratoare; in cazul in care confirmarea a fost emisa dupa orele 15:00 sau intr-o zi nelucratoare, notificarea/corespondenta se considera primita in prima zi lucratoare care urmeaza

liable to the RCE and / or any other Participants or third parties for any damages.

8. LAW AND JURISDICTION

- 8.1. This Agreement is governed by and shall be construed in accordance with the Romanian law.
- 8.2. Any dispute between the Parties arising out of or in connection with the conclusion, validity, interpretation, execution or termination of this Agreement shall be settled amicably. All misunderstandings / disputes that cannot be settled amicably between the Parties within 30 days from the initial notification of the dispute shall be resolved by the competent courts in Bucharest.

9. NOTIFICATIONS AND CORRESPONDENCE BETWEEN THE SIGNING PARTIES

- 9.1. For the acceptance of the Parties, any notification / correspondence addressed by one Party to the other Party is validly communicated if delivered or transmitted to the address mentioned in this Agreement.
- 9.2. The notification / correspondence is sent by registered mail / courier with acknowledgment of receipt, by e-mail or fax.
- 9.3. The notification / correspondence sent by registered mail with acknowledgment of receipt is considered received on the date it is signed by the recipient of the acknowledgment of receipt. The notification / correspondence sent by e-mail or fax is considered received on the date of receipt of the acknowledgment of receipt, if it was issued before 15:00 on any working day; if the acknowledgment of receipt was issued after 15:00 or on a non-working day, the notification / correspondence is considered received on the first working day following the issuance date of the

dupa data emiterii confirmarii.

- 9.4.** Adresele de notificare, numerele de fax si telefon la care se vor transmite in mod valabil corespondenta sunt:

9.4.1. pentru BRM:

Adresa:	Str. Buzesti nr. 50
Telefon:	021 317 4560
Email:	office@brm.ro

9.4.2. pentru Participant:

Adresa:	Pernik, Piata Iv. Rilski, nr 1
Telefon:	+ 359 885 851 514
Email:	office@tibiel.com
Persoana de contact:	Veselin Todorov

- 9.5.** Schimbarea adreselor postale, a adreselor de email sau a numarului de fax/telefon nu este opozabila decat dupa trecerea a cel putin 5 zile lucratoare de la data la care s-a primit notificarea privind schimbarea adreselor postale, a adreselor de email sau a numarului de fax/telefon.

acknowledgment of receipt.

- 9.4.** The notification addresses, fax and telephone numbers to which the correspondence shall be validly sent are:

9.4.1. for the RCE:

Address:	50-52 Buzesti Str
Phone:	021 317 4560
Email:	office@brm.ro

9.4.2. for the Participant:

Address:	Pernik, Iv. Rilski sq, №1
Phone:	+359 885 851 514
Email:	office@tibiel.com
Contact person:	Veselin Todorov

- 9.5.** The change of postal addresses, email addresses or fax / telephone number is not opposable until at least 5 working days have elapsed from the date on which the notification was received regarding the change of postal addresses, email addresses or fax number / phone.

10. DISPOZITII FINALE

- 10.1.** In cazul in care reglementarile legislative de natura tehnica sau operationala emise de autoritatile competente vor impune Partilor obligatii suplimentare sau modificarea celor stipulate in prezentul Acord, Partile vor aduce Acordul in conformitate cu obligatiile legale in termen de maximum 14 zile, sub sanctiunea incetarii automate a acestuia. Pentru evitarea oricarui dubiu, pe perioada negocierilor si pana la incheierea unui eventual act aditional, prezentul Acord isi va produce pe deplin efectele intre Parti.

Participantul, avand la cunostinta natura

10. FINAL PROVISIONS

- 10.1.** If technical or operational legislative regulations issued by the competent authorities shall impose additional obligations to the Parties or shall make them amend the obligations set forth in this Agreement, the Parties shall update the Agreement in accordance with the legal obligations within a maximum of 14 days, subject to automatic termination. For the avoidance of any doubt, during the negotiations and until the conclusion of any additional act, this Agreement shall take full effect between the Parties.

The participant, knowing the nature of the operations envisaged by this Agreement,

operatiunilor avute in vedere de prezentul Acord, declara ca isi asuma, prin prezentul Acord, riscul schimbarii imprejurarilor in care este incheiat acesta, in conformitate cu art. 1271 al. 3 lit. c) din Codul Civil, si renunta la invocarea imprevizunii in legatura cu acest Acord.

- 10.2. Participantul nu va putea sa ceseioneze sau sa transmita unui tert, in orice modalitate juridica, vreun drept sau vreo obligatie prevazuta prin prezentul Acord sau prezentul Acord in intregime, fara acordul expres, in scris si prealabil al BRM care nu va fi refuzat in mod nejustificat.
- 10.3. Orice modificare sau completare a prezentului Acord se face numai prin act aditional, incheiat in scris de Parti.
- 10.4. Prin semnarea prezentului Acord, Partile declara ca au luat la cunostinta, au inteles pe deplin si accepta in mod expres prezentul Acord.
- 10.5. Prin semnarea Acordului, Partile confirmă faptul ca acesta reflecta in mod deplin intreaga vointa a acestora cu privire la obiectul Acordului, prevaleaza fata de orice alte intelegeri, inscrisuri sau negocieri care au avut loc intre Parti inainte de semnarea acesteia, precum si faptul ca nu exista niciun fel de elemente secundare legate de Acord si intelegerea dintre Parti care sa nu fi fost reflectate in Acord.
- 10.6. De asemenea, Participantul confirmă ca este pe deplin de acord cu prevederile Acordului si ca, in conformitate cu art. 1.203 Cod Civil, accepta in mod expres clauzele din Acord privind limitarea raspunderii BRM, dreptul BRM de a denunta unilateral Acordul si de a suspenda executarea obligatiilor sale in conditiile prevazute in Acord, clauzele care prevad decaderea din drepturi ori din beneficiul termenului, precum si clauzele privitoare la competenta instantelor judicatoaresti.
- 10.7. In cazul in care una dintre prevederile

declares that it assumes, through this Agreement, the risk of changing the circumstances in which it is concluded, in accordance with art. 1271 paragraph 3 letter c) of the Civil Code, and waives the invocation of contingency in connection with this Agreement.

- 10.2. The Participant may not assign or transmit to a third party, in any legal manner, any right or obligation under this Agreement or this Agreement in its entirety, without the express written and prior consent of the RCE which shall not be unjustifiably denied.
- 10.3. Any modification or completion of this Agreement is made only by an additional act, concluded in writing by the Parties.
- 10.4. By signing this Agreement the Parties declare that they have read, fully understood and expressly accept this Agreement.
- 10.5. By signing the Agreement the Parties confirm that it fully reflects their entire will regarding the object of the Agreement, prevails over any other agreements, documents or negotiations that took place between the Parties prior to its signing, and that there are no secondary elements related to the Agreement and understanding between the Parties that have not been reflected in the Agreement.
- 10.6. Also, the Participant confirms that it fully agrees with the provisions of the Agreement and that in accordance with art. 1.203 of the Civil Code it expressly accepts the clauses of the Agreement on limiting the liability of the RCE, the right of the RCE to unilaterally terminate the Agreement and to suspend the execution of its obligations under the conditions provided in the Agreement, the clauses providing for the revocation of rights or benefits, and the clauses regarding the competence of the courts.
- 10.7. If one of the provisions of the Agreement is invalid or unenforceable in any respect

Acordului este lipsita de valabilitate sau inaplicabila sub orice aspect in conformitate cu legile si reglementarile aplicabile, valabilitatea, legalitatea si aplicabilitatea celoralte prevederi ale Acordului nu va fi afectata in niciun fel de aceasta, iar Acordul va continua sa isi produca efectele. Prevederile lipsite de valabilitate sau inaplicabile vor fi considerate ca fiind substituite cu o prevedere adevarata si echitabila care, in masura permisa de lege, este cat mai aproape posibil de intenția si scopul prevederii lipsite de valabilitate sau inaplicabile.

10.8. Prezentul Acordul se completeaza cu prevederile legale imperitive in materie de debitare directa, asa cum acestea pot varia din timp in timp, cu cele ale Regulamentului privind cadrul organizat de tranzactionarea produselor standardizate pe pietele centralizate de gaze naturale administrate de societatea Bursa Romana de Marfuri (Romanian Commodities Exchange) S.A., aprobat prin Ordin al ANRE, si ale Procedurii de organizare si functionare a pietei produselor standardizate pe termen scurt, administrata de Societatea Bursa Romana de Marfuri (Romanian Commodities Exchange) S.A., avizata de ANRE.

Prezentul Acord s-a semnat astazi, 15.09.2021 in 2 exemplare, cate unul pentru fiecare Parte semnatara si isi va produce efectele incepand cu data semnarii.

Reprezentant legal
BRM,

Presedinte Director
General
Gabriel PURICE

Participant,
TIBIEL EOOD

General Manager
Dimitar Ivanov

Dimitar
Yordanov
Ivanov

Digitally signed
by Dimitar
Yordanov Ivanov
Date: 2021.09.09
10:10:41 +03'00'

under the applicable laws and regulations, the validity, legality and applicability of the other provisions of the Agreement shall not be affected in any way by this Agreement and the Agreement shall continue to produce effects. Invalid or unenforceable provisions shall be deemed to be substituted for an adequate and equitable provision which, to the extent permitted by law, is as close as possible to the intent and purpose of the invalid or unenforceable provision.

10.8.

This Agreement is supplemented by the mandatory legal provisions on direct debit, as they may vary from time to time, with those of the Regulation on the framework organized for trading standardized products on centralized natural gas markets administered by the company Bursa Romana de Marfuri (Romanian Commodities Exchange) S.A., approved by the Order of the RERA, and of the Procedure for the organization and functioning of the standardized short-term products market, administered by the company Bursa Romana de Marfuri (Romanian Commodities Exchange) S.A., endorsed by the RERA.

This Agreement has been signed today, 15.09.2021 in 2 copies, one for each signing Party and shall take effect on the signature date.

Legal representative
BRM,

President General
Manager
Gabriel PURICE

Digital signature
by Gabriel
PURICE
Date: 2021.09.09
10:10:41 +03'00'

Participant,
TIBIEL EOOD

General Manager
Dimitar Ivanov

Dimitar
Yordanov
Ivanov

Digitally signed
by Dimitar
Yordanov Ivanov
Date: 2021.09.09
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