



MARKET ACCESS SERVICE AND CAPACITY EXCHANGE AGREEMENT

The purpose of this communication is to set forth the Terms and Conditions of Service and Capacity transaction entered into an Agreement on the date specified below between the Parties. This communication constitutes a "Confirmation" as referred to in the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas, which the Parties intend to conclude ("General Agreement"). This Confirmation outlines the Individual Agreement entered into pursuant to the General Agreement and supplements and forms part of that General Agreement.

Between:

(1) **Tibiel EOOD (EIC: 58X-TIBIEL-LTD-K)** as "Seller", a company registered in Bulgaria, 2300 Town of Pernik, 70 Krakra str., Company registration No.: 106588084, ("Trade Date") and

(2) **Public Power Company (PPC), EIC: 11XPPCDDE9-----D** as "Buyer", a company registered in Greece, 30, Chalkokondyli str., 10432, Athens, VAT no. 090000045

concluded on 26/09/2024

Effective Date: 26/09/2024

Commodity: Natural Gas

Delivery Point: VTP Greece (21Y000000000131H)

Relevant System: DESFA

Contract Quantity: 0 - 1500 MWh/d

Time Unit: Day

Profile: Flex

Total Supply Period: From 06:00 hours CET on 01/10/2024 ("Start Date") to 06:00 hours on 01/11/2024 ("End Date")

Contract Price: Total Price = Commodity Buy Cost* + Service Fee** + Extra Costs***

- **Commodity Buy Cost***: To be agreed between Tibiel and PPC based on the available BGH Screen Buy Price at the time of PPC's confirmation notice.
- **Service Fee****:
 - Period 1: 0.35 Euro/MWh,
 - Period 2: 0.50 Euro/MWh,
 - Period 3: 0.90 Euro/MWh,
- **Extra Costs*****:
 - Cost 1: BGH Transaction Fee (0.05 BGN/MWh = 0.025 Euro/MWh)

Tolerance: not applicable

Capacity Transfer Agreement:

Period: October 2024 (1/10 – 31/10)

Interconnection Point: Sidirokastro/Kulata (21Z000000000020C)

Direction: Exit BG/Entry GR

Capacity: 1,500 MWh/day

Product type: Firm

Capacity Price: The RBP auction close price for each respective product, excluding any charges related to the specific capacity products that have already been paid by PPC to the respective TSOs

Additional Cost: Bulgartransgaz Commodity Charge (0.52 BGN/MWh = 0.27 Euro/MWh) + VAT (if applicable).

TSO Obligations : Tibiel and PPC will be responsible for the obligations assigned to each user by their respective TSOs, in accordance with the network codes following the capacity assignment contract.

OTHER ARRANGEMENTS

• **Invoicing, Payment and Credit Support :**

- (1) **Commodity**: Tibiel will invoice twice per week (Monday and Thursday) PPC, payments from PPC to Tibiel on a weekly basis in a period of 2 days after the invoicing from Tibiel. In such invoice the Seller may include all amounts then owed between the Parties including, without limitation, all amounts owed for the purchase and sale of natural gas, taxes, fees, charges, reimbursements, interest, and other payments or credits owed between the Parties and, if applicable, any net amount due for payment.

- (2) **Capacity:** Long-Term or Short-Term capacity assigned by PPC to TIBIEL EOOD will be invoiced by TIBIEL EOOD to PPC on a monthly basis after the relevant invoice from each TSO has been sent to Tibiel EOOD, and the settlement amount confirmed by both parties. TIBIEL EOOD will pay the value of the Relevant Long-Term or Short-Term capacity provided by PPC to the relevant TSOs within the deadline set on each TSO invoice and PPC will pay to TIBIEL EOOD the settlement amount confirmed by both parties within 2 /two/ days from the issuing of the relevant invoices from each TSO.

• **Usage Notification:**

- **Period 1:** PPC will notify Tibiel by 12:00 PM on D-1 if they intend to utilize the capacity. Tibiel will notify PPC every 1 hour regarding the Sell prices available on the BGH Day-Ahead product and upon confirmation, PPC will instruct Tibiel to purchase volumes on the BGH (Bulgarian Gas Hub) on their behalf;
- **Period 2:** PPC will notify Tibiel by 16:00 PM on D-1 if they intend to utilize the capacity. Tibiel will notify PPC every 1 hour regarding the Sell prices available on the BGH Day-Ahead product and upon confirmation, PPC will instruct Tibiel to purchase volumes on the BGH (Bulgarian Gas Hub) on their behalf;
- **Period 3:** PPC will notify Tibiel from 16:00 PM on D-1 until 12:00 PM on the delivery day (Intraday) if they intend to utilize the capacity. Tibiel will notify PPC every 1 hour regarding the Sell prices available on the BGH Day-Ahead and Intraday product and upon confirmation, PPC will instruct Tibiel to purchase volumes on the BGH (Bulgarian Gas Hub) on their behalf;
- **Tibiel obligations:**
Tibiel will seek for the best execution up to the pre-determined commodity price.
- **PPC obligations:**
The official confirmation notice must be sent by PPC to TIBIEL in a written form via email in the agreed form between the two parties.

• **Capacity Usage Rights:**

- **Unused Capacity:**
For any capacity that PPC does not use or require for delivery purposes, PPC will bear all associated costs.
- **Tibiel's Own Use of Capacity:**
If Tibiel uses any of the allocated capacity for its own needs, Tibiel will bear all associated costs for the portion of the capacity utilized.

• **Nomination:** In compliance and accepted by the Greek TSO DESFA. In case of re-nomination for non-technical reasons, the imbalance costs including purchases or sales on the exchanges (BGH, HENEX) or imbalance charges from the relevant TSOs, (Bulgartransgaz, DESFA) will be borne by the

requesting party for the renomination. The re-nomination must be communicated via email and confirmed by both parties.

- **Long Term Force Majeure Limit** : As stated on EFET (§ 7.5)
- **Prevailing Meter Readings and Allocation Statements** : As stated on EFET (§ 6.4)

For and on behalf of

PPC

For and on behalf of

TIBIEL LTD

Konstantinos Kodellas

Dimatr Ivanov