NETWORK CODE OF THE HELLENIC GAS TRANSMISSION SYSTEM

10TH REVISION

(CODIFIED TEXT)

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CHAPTER 1

GENERAL PROVISIONS

Article 1
Definitions

1. 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), by Law 5215/2025 (Government Gazette Series I, No 116) or by the various provisions of the Network Code, and the following terms have the meaning attributed to them herein:
2. Off-Specification Gas: Natural Gas that is not compatible with the Natural Gas Quality Specifications or Biomethane which is not compatible with the Biomethane Quality Specifications.
3. Balancing Gas: The Natural Gas required for the balancing of the quantities of the National Natural Gas Transmission System (NNGTS).
4. Application for LNG Truck Loading Timeslot Booking (LNG TL Application): The application which is submitted by the TLS-Users for each LNG TL Timeslot they wish to book, pursuant to article [89C].
5. LNG Vessel Disengagement: The disconnection of the earthing system, telecommunications, unloading arms, and emergency signals of an LNG vessel from the LNG Facility.
6. 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
7. Trading Platform: As defined in Article 3(4) of Commission Regulation (EU) No 312/2014.
8. Short-term Standardized Products: The products defined in Article 7 of Commission Regulation (EU) No 312/2014.
9. 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).
10. 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).

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11. 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).

12. 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).

13. Booked Coupled Transmission Capacity for Delivery: The maximum Quantity of Natural Gas that the Operator undertakes to receive from the Transmission User per Day at an Entry Point, Reverse Flow Entry Point which belongs to a Pair of Coupled Points, in accordance with each Approved Application of the latter for booking Coupled Transmission Capacity for Delivery, under the Transmission Agreement that the Operator has entered into with that Transmission User and the special terms and conditions of Chapter [2D] (kWh/Day).

14. Booked Coupled Transmission Capacity for Reception: The maximum Quantity of Natural Gas that the Operator undertakes to deliver to the Transmission User per Day at an Exit Point or Reverse Flow Exit Point which belongs to a Pair of Coupled Points, in accordance with each Approved Application of the latter for booking Coupled Transmission Capacity for Delivery, under each Transmission Agreement that the Operator has entered into with that Transmission User and the special terms and conditions of Chapter [2D] (kWh/Day).

15. 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).

16. 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).

17. 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).

18. Bundled LNG Capacity (LNG Capacity): LNG Regasification Capacity and of equal size and duration Firm Capacity for Delivery at the LNG Entry Point, offered as a bundled product and booked simultaneously (kWh/Day).

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19. Available LNG Truck Loading Timeslot: Each LNG TL Timeslot which has been booked by a TLS-User
20. 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.
21. 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).
22. Interruptible Transmission Capacity for Reception: The maximum Quantity of Natural Gas per Exit Point or per Reverse Flow Exit Point which may be received per Day at the specific Point on an Interruptible Basis (kWh/Day).
23. Operator: The Operator of the National Natural Gas System. (DESFA SA)
24. Trading Platform Operator: The Hellenic Energy Exchange S.A., as the Trading Platform operator, in accordance with the respective provisions of Law 4425/2016.
25. Booked Regasification 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 Regasification Capacity Booking Application, within the framework of the LNG Agreement that the User has entered into with the Operator (kWh/Day).
26. 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 Annual LNG Plan as determined before LNG Injection.
27. 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 Annual LNG Plan as determined before LNG Injection.
28. Nominated Quantity of Balancing Gas: The LNG Balancing Gas Quantity determined in the Annual LNG Plan as determined before the LNG Injection.
29. Regasification Capacity of the LNG Facility (Regasification Capacity): The maximum LNG Quantity that can be gasified per Day at an LNG Facility (kWh/Day).
30. Gas Balancing Manual: A manual drafted by the Operator and published following approval by the RAEWW, 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.
31. 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.
32. LNG Truck Loading Facility (LNG TL Facility): The facilities that are required for LNG Truck Loading at the LNG Facility.

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33. Approved Application for LNG Truck Loading (LNG TL Approved Application): The Application to Book a LNG TL Timeslot that has been accepted by the Operator with which the requested LNG TL Timeslot is booked for the TLS User.
34. Technical Specifications manual for LNG-Trucks and LNG-Trucks Drivers: The technical manual which includes all technical specifications and procedures that should be fulfilled to allow an LNG Truck Driver and an LNG Truck to make use of the LNG TL Facility.
35. TL Manual: The manual of the technical and operational rules for the use of the LNG TL Facility aiming at the LNG TL Service provision.
36. 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.
37. 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.
38. LNG Injection: The delivery of LNG to the Operator at the LNG Delivery Point.
39. Trading Only Participant: As defined in Article 2 of the Trading Platform Rulebook.
40. Virtual Trading Point (VTP): A virtual point of reference for transactions performed within the context of the NNGTS.
41. Involved Parties: As defined under the terms of the Emergency Plan.
42. 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.
43. 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.
44. 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 the Law.
45. Capacity Booking Platform: As set out in Article 27 of Commission Regulation (EU) No 459/2017.
46. Day: Time period starting at 7.00 am on a calendar day and ending at 7.00 am on the next calendar day.
47. 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.

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48. Pair of Coupled Points: A pair formed by an Entry Point, a Reverse Flow Entry Point and an Exit Point, a Reverse Flow Exit Point of the NNGTS, which is defined according to the procedure and the special terms of Chapter [2D].

49. Regulation No 2024/1789: Regulation (EU) No 2024/1789 of the European Parliament and of the Council of 13 June 2024 on the internal markets for renewable gas, natural gas and hydrogen, amending Regulations (EU) No 1227/2011, (EU) 2017/1938, (EU) 2019/942 and (EU) 2022/869 and Decision (EU) 2017/684 and repealing Regulation (EC) No 715/2009.

50. 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.

51. 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.

52. 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.

53. 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.

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

55. 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.

56. Natural Gas Energy Exchange Trading Platform Rulebook or Trading Platform Rulebook: The Regulation published by Hellenic Energy Exchange S.A. and approved by RAEWW as per the provisions of Law 4425/2016, which regulates natural gas transactions performed in the Trading Platform.

57. Truck Loading Timeslot Identification Code: The unique alphanumeric code of each LNG TL Timeslot

58. 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).

59. LNG Trucks Servicing Port (LNG TL Servicing Port): The port through which the LNG Trucks are transported by sea from and to the LNG Facility.

60. LNG Operational Balancing Account, (LNG OBA): The account held by the Operator for the purposes of allocating Natural Gas Quantities at the LNG Entry Point, in accordance with the provisions of Article [42A].

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61. Large Project: A project, the implementation budget of which exceeds the amount of the Connection Fee, as same is defined in accordance with the provisions of the NNGS Tariff Regulation.
62. Average NNGS Usage Charge: As calculated in the Tariff Regulation.
63. 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).
64. 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).
65. 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).
66. 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.
67. Registry of LNG Drivers: List of certified LNG Truck drivers, kept and updated by the Operator, according to the specific provisions of the Technical Specifications manual for LNG-Trucks and LNG-Truck Drivers.
68. Registry of LNG Trucks: List of certified LNG Trucks, kept and updated by the Operator, in line with the specific provisions of the Technical Specifications manual for LNG-Trucks and LNG-Truck Drivers.
69. Small Project: A project, the implementation budget of which does not exceed the amount of the Connection Fee, as defined in accordance with the provisions of the NNGS Tariff Regulation.
70. Final Filling Quantity of the LNG Truck: The LNG quantity, expressed in kWh and m3 LNG, which was measured by the metering devices in the LNG TL Facility and was injected in an LNG Truck
71. Transfer of Use of Transmission Capacity: The transfer of Transmission Capacity for Delivery/Reception according to the procedure described in Article [14B] of the Code.
72. Flow Rate: The quantity of Natural Gas or Biomethane flowing through an NNGTS Point per hour (kWh/hour).
73. 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.
74. 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

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not include any budgeted subsidy received by the Operator for its implementation.

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

76. Filling Quantity of LNG Truck: The maximum filling quantity of an LNG Truck, expressed in kWh and m3 of LNG, which can be loaded on an LNG Truck during the LNG TL Timeslot Duration, and which depends on the LNG TL Facility technical characteristics. The Filling Quantity of LNG Truck is uploaded on the Operator's webpage and is updated in case of upgrading the LNG TL Facility.

77. Biomethane Quality Specifications: The quality specifications for the Biomethane injected into the NNGS, as defined in Annex [I] of the Code.

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

79. 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.

80. 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.

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

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

83. 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.

84. Interconnection Point: As defined in Article 2 of Regulation 1789/2024.

85. Coupled Transmission Capacity for Delivery: The maximum Quantity of Natural Gas which may be delivered at an Entry Point or at a Reverse Flow Entry Point of a Pair of Coupled Points per Day, under the specific terms and conditions of Chapter [2D] (kWh/Day).

86. Coupled Transmission Capacity for Reception: The maximum Quantity of Natural Gas which may be received at an Exit Point or at a Reverse Flow Exit Point of a Pair of Coupled Points per Day, under the specific terms and conditions of Chapter [2D] (kWh/Day).

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

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88. 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).

89. 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).

90. LNG Facility usage Framework Agreement for LNG Trucks Loading (LNG TL Contract): This is the Agreement signed between the TLS-User and the Operator for the use of the LNG TL Facility.

91. Additional LNG Capacity: The Bundled LNG Capacity available for booking in the second phase of the LNG Auction under the Annual LNG Planning for a given Year and which, for each Day of that Year, is calculated as the difference between the total Bundled LNG Facility LNG Capacity and the aggregated Bundled LNG Capacity already booked during that Year, of the Bundled LNG Capacity for which there has already been a successful bidder in Phase A of the LNG Auction and the Bundled LNG Capacity reserved by the Operator, pursuant to the provision of paragraph [3] of Article [71] of the Law.

92. Trading Platform Agreement: An Agreement entered into between the Operator and the Trading Platform Operator, in accordance with article [20^{LA}].

93. Continuous LNG Capacity: The Bundled LNG Capacity resulting from the consolidation of the Additional LNG Capacity acquired in the Second Phase of the LNG Auction with parts of the Bundled LNG Capacity acquired in the First Phase of the LNG Auction and any Bundled LNG Capacity already booked by the same LNG User during that Year, in a single, continuous size at a fixed price, throughout the Year covered by the Annual LNG Planning.

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

95. 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).

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

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

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

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

100. Emergency plan: The Plan approved by the RAEWW 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.

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101. 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.

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

103. 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.

104. LNG TL Facility Usage Tariff: The LNG TL Service tariff which is approved by RAEWW's decision, as applicable.

105. 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.

106. 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.

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

108. LNG Truck: LNG transportation vehicle compatible with the requirements of the legislation in force and the specifications of the Technical Specifications manual for LNG-Trucks and LNG-Trucks Drivers.

109. 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.

110. 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.

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

112. 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].

113. LNG Truck Loading Service User (TLS-User): A TLS-User shall refer to a natural person or legal entity that is registered in the NNGS Users Registry of

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RAEWW (Regulator) and has concluded an LNG TL Contract with the Operator.

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

115. LNG time slot: A specific combination of LNG Cargo Size, Unloading Day, Injection Time, Temporary Storage Period and Temporary Storage available for that Cargo and LNG Capacity, equal to the Minimum Regasification Capacity of the LNG Cargo, available for that Cargo on the Unloading Day and during the whole Temporary Storage Period.

116. LNG Truck-Loading Timeslot (LNG TL Timeslot): This is the standardized product that is booked through an Application for LNG TLS, for the LNG Truck Loading at the LNG TL Facility. Each TL LNG Timeslot is univocally determined by the LNG TL Timeslot Unique Identification Code according to article [89^{C}].

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Article 2
NNGS 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), as well as the point through which Biomethane enters the NNGTS from a Biomethane Facility. In the case of an LNG Facility within the NNGS, the Entry Point is understood to be the Facility's LNG Delivery Point.

1. 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 or LNG exits the NNGS through the LNG 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 or Biomethane, as applicable, 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 and Entry Points through which Biomethane is injected into the NNGTS, 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

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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 5A
Injection of Biomethane into the NNGS

The use of the NNGS is also permitted for injecting Biomethane, in accordance with the provisions of Article 92 of the Law and Law 5215/2025. For the purposes of this Code, Natural Gas refers to gas consisting primarily of methane (including biomethane) or other types of gas that can technically be safely injected into and transmitted through the NNGS. For this purpose, the provisions of the Code, the NNGS Metering Regulation, and the NNGS Tariff Regulation shall apply mutatis mutandis, subject to the specific provisions of these laws pertaining exclusively to biomethane.

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Article 6
Natural Gas, LNG and Biomethane 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, or is received by the LNG TL Facility, and the Biomethane that is injected into the NNGTS, must meet the respective Quality Specifications of Annex [I].

Article 6^{A}
Framework Agreement on Natural Gas Transmission

1. 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).
2. 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.

3. 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).

4. The Operator will publish the text of the Standard Transmission Agreement, including the Annexes thereto, in an editable format on its website.

5. 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.

6. Each interested User will submit electronically to the Operator, through a distinct module of the Electronic Information System an 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, and provided that the application and the accompanying documents do not bear an electronic signature, these will be submitted in physical form. 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 in physical form.

7. 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 in electronic and/or physical form, as applicable. 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.

8. If the application is not accepted, the Operator will notify the User accordingly, 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 being notified by the Operator. 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.

9. The rejection of an application by the Operator will be notified to the User, together with the relevant documentation, and will further be communicated to RAEWW.

10. 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.

11. 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.

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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.

12. All individual applications concluded in accordance with the provisions of the Code (Approved Applications) shall form an integral and indivisible part of the Transmission Agreement.

13. In the event that a concluded Transmission Framework Agreement is terminated or dissolved for any reason and until the full and complete settlement of all overdue liabilities of the Transmission User towards the Operator arising from that agreement, the Transmission User is not entitled to submit a new Application for Conclusion of a Transmission Agreement.

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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, 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, without prejudice to the provisions of paragraphs [2] and [3] of Article [8], 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 [2B] of the Network Code. For the booking of Transmission Capacity at an Auction Point, which relates exclusively to the level 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 on a Firm Basis, which is laid down in this Article, does not apply. For Users, who are entitled to participate in auctions of a Standard Capacity Product as referred to in Chapter [2B], the auction result for each Standard Capacity Product shall be deemed to be an Approved Application for Firm Services and shall produce all legal results thereof, in accordance with the Code, the Transmission Agreement and the Tariff Regulation. 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.
3. The Transmission Capacity for Delivery on Firm Basis at the LNG Entry Point is booked exclusively as Bundled LNG Capacity. The booking of the above Transmission Capacity is made through LNG Auction in the framework of the Annual LNG Planning or through an Application for Firm Services which is submitted together with an Application for LNG Regasification Capacity, in accordance with the provisions of Chapter [11]. For the booking of the above Capacity through LNG Auction, the procedure for the submission of a Firm Services Application described in this article, is not followed. For Users who participated in a LNG Auction as referred to in Chapter [11], the result of the LNG Auction regarding the commitment of Continuous Delivery Capacity at the LNG Entry Point is considered as an Approved Application for Firm Services and produces all legal results, in accordance with the Code, the Transmission Agreement and the Tariff Regulation.
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:

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A) The Entry Point or Reverse Flow Entry Point 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 the Transmission Capacity for Delivery, or the Coupled Transmission Capacity for Delivery, or the Conditional Transmission Capacity for Delivery which the User requests to book at that Point.

or

B) The Exit Point or Reverse Flow Exit Point from which the Transmission User is entitled, if its Application is approved, to receive Natural Gas from the Transmission System and the Transmission Capacity for Reception or the Coupled Transmission Capacity for Reception or the Conditional Transmission Capacity for Reception which the User requests to book at that Point.

C) The date of start and termination of the requested Transmission Services on a Firm Basis.

6. The Applications for Firm Services will be submitted to the Operator via a corresponding module of the Electronic Information System, pursuant to the terms of the Transmission Agreement, the provisions of the Code and the terms and conditions for access to the Electronic Information System. 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 on a Firm Basis. Without prejudice to paragraph [9], the Firm Services Application must be submitted no later than 03:00 am on the Day before the Day of commencement of the requested 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 paragraph [9], the Operator will arrive at a decision on the Application for Firm Services within five (5) 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 [12], the Operator accepts the Application for Firm Services through the corresponding module of the Electronic Information System, no later than 04.00 am on the Day before the Day of commencement of the requested Services.

9. 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 on Firm Basis 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, subject to the provisions of Chapter [11]. In this case, the relevant Applications for Firm Services are submitted to the Operator by the Transmission Users, via the corresponding module of the Electronic Information System, by 11:00, 15:00, 19:00, and 23:00 on that Day.

10. The Operator decides on each Application for Firm Services within thirty (30) minutes after the relevant submission deadline. If the Operator considers the Application complete and there is no reason to reject it, according to the provisions of paragraph [12], the Operator accepts the Application for Firm Services through the corresponding module of the Electronic Information System.

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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 through the corresponding module of the Electronic Information System, accompanied by any supporting documents or information, and is further communicated to RAEWW.

13. Denial of Access to Transmission Services in Firm Basis 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

H) The Transmission User was not awarded from the auction, a Standard Transmission Capacity Product as specified in Chapter [2B].

I) In particular, regarding the LNG Entry Point, under the commitment of booking Bundled LNG Capacity:

(i) No LNG Regasification Capacity Application for an equal size and equal duration of LNG Regasification Capacity as referred to in Article [71] has been submitted; or

(ii) The Transport User has not been declared as the successful bidder in the LNG Auction procedure, as referred to in Articles [81 et seq].

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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 RAEWW.

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 a valid 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.

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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.

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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 RAEWW, 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 Regasification Capacity of the LNG Facility is defined and is booked to provide 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 Entry point to which Regulation (EU) No 459/2017 applies and the LNG Entry Point, 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 Transfer Request

1. During the validity period of the Approved Firm Service Application, the Transmission User has the right to transfer the Delivery/Reception Transmission Capacity that it has booked to another User under the procedure provided for in article [14]. With the transfer of the Booked Transmission Capacity for Delivery on Firm Basis at the LNG Entry Point, the respective LNG Regasification Capacity is also mandatorily transferred, according to article [73], as bundled LNG Capacity.

2. During evaluation of the transfer request for the Booked Transmission Capacity for Delivery/Reception, the Operator will take into consideration the relevant provisions of the Network Code, in particular paragraph [12] of Article [8], Articles [15], [16], [20^{AC}], and [20^{AD}], and in the case of the LNG Entry Point Article [73], as well as the reliable, secure and effective operation of the NNGTS.

3. If the Operator approves the transfer as per Article [14], the Operator will modify the Transferor Users' Booked Transmission Capacity for Delivery/Reception. The Operator's consent is granted through the corresponding module of the Electronic Information System, and the relevant Approved Application is deemed to be modified accordingly. The Operator shall update the Booked Transmission Capacity Holders Registry pursuant to Article [13].

Article 12

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

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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. The change of the Booked Transmission Capacity for Delivery on Firm Basis at the LNG Entry Point is performed jointly with the change of the respective LNG Regasification Capacity, according to articles [74] and [88D] as bundled LNG Capacity.

2. Modification of the Transmission User's Booked Transmission Capacity for Delivery/Reception do not, under the provisions of this article, constitute a modification requiring 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].

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 on Firm Basis, Services for Reverse Flow, Transmission Services on an Interruptible Basis commences and ceases.

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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 Firm and/or Interruptible Transmission Capacity it has booked at an Entry or Exit Point or at a Reverse Flow Entry or Exit Point (Transferred Booked Transmission Capacity). The entire Bundled Transmission Capacity or part thereof booked by the User may be granted as Bundled Transmission Capacity for a specific period of time only. The Transfer of the Booked Transmission Capacity for Delivery on Firm Basis at the LNG Entry Point is performed jointly with the Transfer of the respective LNG Regasification Capacity, according to article [73], as bundled LNG Capacity.
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 procedures set forth in this Article are conducted exclusively through the Electronic Information System. For this purpose, the Transferor User and the Transferee User submit through the Electronic Information System all necessary details of the concluded transfer agreement, excluding any commercially sensitive information. More specifically, the contracting parties complete the respective fields in the Electronic Information System, in order to submit to the Operator the unique number (code) of the Approved Application pertaining to the transferred capacity as well as any other details regarding the transfer in question, by 13:00 on the Day preceding the Day on which such transfer takes place. Upon submission of the above information, the Transferor User and the Transferee User are deemed to have reached agreement on the requested transfer, that the Transferor User is requesting the modification of the Transmission Capacity booked out of the transferred amount, and that the Transferee User accepts the aforementioned modification. In the event that the transfer concerns Bundled Transmission Capacity at a Transmission Capacity Auction Point, the Operator shall inform its upstream operator at that Point. In the case of Auction Points or Entry Point, where the Transmission Capacity is made available through auctions on an electronic platform for booking Transmission Capacity, the procedures described in this Article shall

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be carried out exclusively through the electronic platform selected by the Operator at the respective Point, in accordance with the provisions of Article [20^{I}].

4. Subject to the provisions of Article [11], the transfer agreement shall take effect as far as the NNGTS is concerned upon the consent of the Operator and, in the case of Bundled Transmission Capacity, the additional consent of the upstream Operator, at the Transmission Capacity Auction Point at which Bundled Transmission Capacity is offered as a Standard Capacity Product.
5. 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 and/or Interruptible Services Application of the Transferor.
   C) If the Transferred Booked Transmission Capacity exceeds the respective Booked Transmission Capacity for Delivery/Reception of the Transferor.
6. 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.
7. In the event that the capacity to be transferred has already been made available for use in accordance with the provisions of Article [14B].
8. The Operator informs (through the respective module of the Electronic Information System) the Transferor and the Transferee 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 transfer takes place.
9. With the consent of the Operator, the Transmission Capacity is immediately booked in favor of the Transferee User through an Approved Firm and/or Interruptible Services Application, corresponding to the amount of the Transferred Booked Transmission Capacity and for the period covered by the transfer, and the Transferor User is released from its obligations vis-a-vis the Operator arising from the aforementioned transferred amount.

Article 14^{A}

Lease of 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}. The Lease of

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the Booked Transmission Capacity for Delivery on Firm Basis at the LNG Entry Point is performed jointly with the Lease of the respective LNG Regasification Capacity, according to article [73A], as bundled LNG Capacity.

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 14[B]

Transfer of Use for the Booking of Transmission Capacity for Delivery/Reception

1. Each Transmission User may agree to transfer the right to use Firm or Interruptible Capacity for Delivery/Reception that they said User has booked (the Transferor User) to another Transfer User (the Transferee User). Through this transfer arrangement, the Transferee User acquires, for a specified period, the right to use part or all of the Transmission Capacity for Delivery/Reception booked by the Transferor User at an Entry or Exit Point, or at a Reverse Flow Entry or Exit Point,

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excluding the Agia Triada Entry Point (hereinafter referred to as the "Transfer of Use").

2. The entire Bundled Transmission Capacity or part thereof booked by the Transferor User may be transferred for use by a Transferee User, for a specified period and under the procedure set out in this Article, solely as Bundled Transmission Capacity.

3. Without prejudice to paragraph [2], the Transfer of Use procedure within the NNGTS shall be carried out exclusively through the Electronic Information System. For this purpose, the Transferor and the Transferee User shall submit through the Electronic Information System all necessary details of the transfer agreement, excluding any commercially sensitive information (hereinafter the "Transfer of Use Application"). Specifically, the Transferor and the Transferee User shall submit to the Operator the following information by completing the corresponding fields in the Electronic Information System: a. the transfer request submitted by the Transferee User;
b. the unique number (code) of the Approved Application to which the transferred capacity relates; c. the amount of capacity and the duration of the transfer; d. the Transferee User's acceptance of the transfer; and e. any other information required in relation to the specific Transfer of Use, no later than 13:00 of the Day preceding the Day on which the transfer takes place.

4. Upon submission of the request referred to in the previous paragraph, it is deemed that:

   A) The Transferor and the Transferee User have reached an agreement on the requested transfer, with respect to both the duration and the amount of Transmission Capacity.

   B) The Transferor User transfers to the Transferee User the rights and obligations associated with the use of Transmission Capacity booked by the Transferor in the NNGTS, for the agreed period and amount;

   C) The Transferor User undertakes to pay the Operator the capacity charge in accordance with point A) of paragraph [11] for the Transmission Capacity being transferred; and

   D) The Transferee User accepts the transfer and undertakes to pay the Operator all charges in accordance with point B) of paragraph [11].

5. In the event that the Transfer of Use concerns Bundled Transmission Capacity at a Transmission Capacity Auction Point, the Operator shall inform its upstream operator at that Point. Specifically for Auction Points, the Transfer of Use of Transmission Capacity procedure is carried out through the electronic platform for booking Transmission Capacity which has been selected by the Operator for the respective Point, in accordance with the provisions of Article [20I].

6. Subject to paragraphs [7] and [9], the Transfer of Use of Transmission Capacity becomes effective (with respect to the NNGTS) upon the Operator's consent and, in the case of Bundled Transmission Capacity, also upon the consent of the upstream operator at the Point where the Bundled Transmission Capacity is offered, via the Approved Transfer Application referred to in paragraph [9].

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7. The Operator shall not provide consent, and the Transfer of Use Agreement shall not take effect with respect to the NNGTS, if at least one of the following conditions applies:

   A) The realization of the transfer would result in the violation of the provisions of the Code for the Transferor or the Transferee User.

   B) The end date of the transferred Transmission Capacity exceeds the end date of the transferred Booked Transmission Capacity, as specified in the respective Approved Firm Services Application of the Transferor User.

   C) The transferred Booked Transmission Capacity exceeds the corresponding Booked Transmission Capacity for Delivery/Reception of the Transferor User.

   D) The upstream operator does not provide written consent at the Point where the Bundled Transmission Capacity is offered.

   E) The required guarantees have not been provided by the Transferee User, in accordance with the provisions of Chapter [3^{A}].

8. The Operator shall notify the Transferor User, via the relevant module of the Electronic Information System, whether it consents to the Transfer of Use by 14:00 of the Day preceding the Day on which such transfer takes place.
9. Upon the Operator's consent, use of the relevant Booked Transmission Capacity for Delivery/Reception is transferred to the Transferee User through an Approved Transmission Capacity Transfer of Use Application (hereinafter the "Approved Transfer Application"). Each Approved Transfer Application shall be awarded by the Operator a unique code number and shall be annexed to the Transmission Agreement concluded between the Transferee User and the Operator.
10. The relevant provisions of the Code shall apply to the Transferee User's use of the transferred Transmission Capacity.
11. Following the conclusion between the Operator and the User of the implementing contract arising from the Approved Transfer Application, and throughout its duration:

    A) The Transferor User has no right to submit Daily Nominations/ Renominations, as provided for in Chapter [4] of the Code, with respect to the Transmission Capacity for Delivery/Reception under transfer, while the Transferor User remains solely liable to the Operator for the payment of the capacity charge relating to the above Transmission Capacity.

    B) The Transferee User acquires the exclusive right to submit Daily Nominations/ Renominations, as provided for in Chapter [4] of the Code, applied accordingly to the transferred Transmission Capacity for Delivery/Reception, and becomes solely liable for the payment of all other charges related to the use of the transferred Transmission Capacity. These include charges arising from the gas balancing and operational gas offsetting process of the NNGTS, as well as the required Guarantee in accordance with the Code and the Transmission Agreement.

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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 an Exit Point, 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], the lease procedure as per article [14A], the transfer of use procedure as per article [14B], and the Surrender Procedure for Booked Transmission Capacity, under article [$20^{A,C}$]. The Release of the Booked Transmission Capacity for Delivery on Firm Basis at the LNG Entry Point is performed jointly with the Release of the respective LNG Regasification Capacity, according to article [73], as bundled LNG Capacity.

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 RAEWW, 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.

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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 RAEWW 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,

   RAEWW 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 the applicant's Firm Services Application is approved by 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 conclusion between the applicant and the Operator, under paragraph [2] (A), or another interested party as per paragraph [8], of the implementing contract arising from the Approved Firm Services Application, 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

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of release, and is reduced or zeroed with the conclusion between the applicant as per paragraph [2](A) and the Operator or any other interested party, of the implementing contract arising from the Approved Firm Service Application.

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 RAEWW, 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

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Article 18

Article 19

Article 20

Article 20^{A}
Offer of 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 to third party Users on the secondary market by transfer, under Article 14 or for leasing under Article 14A, or via a transfer of use under Article [14B], for a given period, either through the Electronic Transactions System or through direct negotiation, as specified in this Article. The Offer of the Unused Booked Transmission Capacity for Delivery on Firm Basis at the LNG Entry Point is performed jointly with the Offer of the respective LNG Regasification Capacity, according to article [73B], as bundled LNG Capacity.

2. In order to make available Booked Transmission Capacity through the Electronic Transaction System, the offering User registers its offer in the said System. The offer must by minimum refer to the Entry and Exit Point and to the Reverse Flow Entry and Exit point, 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 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, and Article 14B in case of a transfer of use 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 or transfer of use refers, and for each such Point, the amount of the Booked Transmission Capacity which was transferred or leased or transferred for use and the Start Day or the time interval of the transfer or lease or transfer of use of the said Transmission Capacity.
5. Until the Electronic Transactions System is put into operation:
    (A) Any reference to the Electronic Transactions System will be understood as referring to the Electronic Information System and the Operator's website.

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(B) 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 email.

(C) The Transmission User may dispose of 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 or transfer of use process under Articles 14, 14A and 14B 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 or transfer of use refers, and for each such Point, the amount of the Transmission Capacity that was transferred or leased or transferred for use, 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 Transmission Capacity to RAEWW. The report describes cases where 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 or transferred for use.

   B) The duration of transfer or lease or transfer-for-use periods.

   C) All relevant details pertaining to the interruption of a lease or a transfer for use.

8. By decision of the Operator after approval by RAEWW, 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 or transfer of use 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

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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.

10. In the case of an Auction Point or an Entry Point, where the Transmission Capacity is made available through auctions on an electronic platform for booking Transmission Capacity, the above-described procedures shall be carried out exclusively through the electronic platform selected by the Operator at the respective Point, in accordance with the provisions of Article [20I].

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. No later than one week prior to the start of the Rolling Monthly Capacity Auction for Month M, the Operator shall announce on the Electronic Information System and on the Electronic Capacity Booking Platform, the following:

   A) Its Additional Transmission Capacity for Delivery at each Entry Point of the NNGTS except the LNG Entry Point for every Day of Month M, which 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; and

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

3. No later than thirty (30) minutes prior to the start of the Rolling Day-Ahead Capacity Auction for Day (d), the Operator shall announce on the Electronic Capacity Booking Platform the Additional Transmission Capacity for Delivery at each Entry Point of the NNGTS, except for the LNG Entry Point for Day (d). This value may not be lower than the Additional Transmission Capacity for Delivery already announced for the respective Points in relation to Day (d), in accordance with the provisions of paragraph [2].

4. 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 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.

5. 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 RAEWW.

6. 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.

7. 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).

8. 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

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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.

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

10. 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 = ΣΔMi

MMTE = P x ΣΔMi

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 RAEWW, 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.

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

12. 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).

13. 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.

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

15. 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.

16. 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.

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17. 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

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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.

18. 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.

19. 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 [17](D) or [18] 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.

20. 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:

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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 respective auctions, pursuant to the provisions of Chapter [2^{B}] and in chronological order of implementation. In the event that the Surrendered Capacity is part of a Bundled Transmission Capacity, it retains its status as Bundled and is made available as such. The Surrender of the Booked Transmission Capacity for Delivery on Firm Basis at the LNG Entry Point is performed jointly with the Surrender of the respective LNG Regasification Capacity, according to article [88D], as bundled LNG Capacity.

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, which has been entered for offer on the secondary market according to the provisions of Article [20A] or it's use has been transferred according to Article [14B] above and for the respective time period.

3. For the surrender of Transmission Capacity for Delivery/Reception, the Transmission User Provider must submit a request to the Operator, through the respective module of 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.

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In the case of an LNG Entry Point, the Application for the Surrender of Booked Transmission Capacity for Delivery shall be submitted no later than 13:00 of the Day preceding 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 precedes the applicant Day for starting the disposal of the Surrendered Transmission Capacity, will decide and notify the User Provider through the respective module of the Electronic Information System, whether to accept the application or reject it, if it does not comply with the provisions of paragraph [3] of this article.
5. 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 [20A], 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 conclusion between the Operator and the interested User, of the implementing contract arising from the Approved Firm Service Application 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 accordingly, through the respective module of the Electronic Information System.
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

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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.

11. In the case of an Auction Point or an Entry Point, where the Transmission Capacity is made available through auctions on an electronic platform for booking Transmission Capacity, the submission procedures for application for surrender and the acceptance/rejection procedures shall be carried out through the electronic platform selected by the Operator at the respective Point of surrender, in accordance with the provisions of Article [20I].

Article 20^{AD}

Conversion of Booked Unbundled Transmission Capacity into Bundled Transmission Capacity

1. Each Transmission User, who, 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].

Unofficial translation

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 via the respective module of the Electronic Information System and shall include, as a minimum:
   A) The date 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.
6. The request shall be accepted through the respective module of the Electronic Information System, and shall include, as a minimum, the information provided for in paragraph [4].
7. 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 RAEWW.
8. 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.

Unofficial translation

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}].

9. 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.

Unofficial translation

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 Reception correspondingly.

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 RAEWW:

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 RAEWW, 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], [14A], [14B], [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.

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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 (EU) No 2024/1789, 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 excluding the LNG Point-or/and Reverse Flow Exit Points at which the total Transmission Capacity for Delivery/Reception has been booked by the total Bundled Transmission Capacity for Delivery/Reception on Uninterrupted Basis and for a corresponding period of time. In addition, particularly for Points where Transmission Capacity is auctioned, the Operator provides Interruptible Transmission Services if the corresponding Standardized Transmission Capacity Product was made available with a surcharge of its limit value, in accordance with the Regulation 459/2017

3. 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).

4. 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.

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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 [2B] 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 [2B], 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. As regards the Auction Points in particular, the Application for Interruptible Services may relate to services lasting up to one (1) year.
5. The Application for Interruptible Services specifies at least the following:

   A) The Entry Point 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 the Transmission Capacity for Delivery which it requests to book at that Point.

   or

   B) The Reverse Flow Entry/Exit Point 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 the Transmission Capacity for Delivery on an Interruptible Basis which it requests to book at that Point.

Article 20[D]

Offer of Interruptible Natural Gas Transmission Services

1. The Operator will announce, via the Electronic Information System, the following:
   - the Interruptible Transmission Capacity for Delivery at each Entry Point and the probability of its allocation,

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- the Interruptible Transmission Capacity for Reception at each Reverse Flow Entry/Exit 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 estimates the level of Interruptible Transmission Capacity for Delivery or Reception of the previous paragraph that will be made available according to the calculation methodology announced taking into account the part of the Transmission Capacity for Delivery/Reception that was used by the Transmission Users during the respective periods of past Year as well as the prevailing conditions and developments in the Greek and regional Natural Gas market. .

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 an Interruptible Services Application, through the respective module of the Electronic Information System, pursuant to the terms of the Standard Transmission Agreement, the Code and terms and conditions for access to the Electronic Information System. The deadline for submission is thirty (30) minutes after the announcement of the Interruptible Transmission Capacity for Delivery/Reception by the Operator. As regards the Auction Points in particular, the reservation of Interruptible Transmission Capacity for Delivery/Reception at Reverse Flow Entry/Exit Points of the Transmission System takes place in accordance with the procedures described in Chapter 2^{B}.

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 approves the Interruptible Services Application (Approved Interruptible Services Application), via the respective module of 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

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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:

   A) 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; and

   B) 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. Denial of Access to Interruptible Services is permitted only 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.

8. Rejection of an application and its reasons will be fully documented by the Operator, and will be communicated to the applicant, and subsequently notified to RAEWW, through the respective module of the Electronic Information System, accompanied by supporting documents and information.

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CHAPTER 2[B]

Offer, Transfer, Lease, TRANSFER of Use and SURRENDER of Transmission Capacity at Transmission Capacity Auction Points

Article 20I
Offer, transfer, lease, transfer of use and surrender 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 and the NGTS Usage Tariffs.

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 RAEWW approval, and in accordance with the provisions of Article 69(5) of the Law.

6. In the case of Transmission Capacity Auction Points, the transfer, lease, concession of use, and surrender of Transmission Capacity for

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Delivery/Reception (as per Articles [14], [14A], [14B], and [20AC], respectively) shall be carried out via the electronic platform for booking Transmission Capacity selected by the Operator, in accordance with the operational rules established by the platform operator, and subject to the applicable provisions of the Code and the respective Standard Transmission Agreement.

Article 20[IA]

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 RAEWW, 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 RAEWW:
   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 consent of the adjacent TSO on the Competing Capacity Procedure, in case the relevant Interconnection Points are connecting Transmission Systems within the same member state or between 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 RAEWW'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.

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CHAPTER 2[C]

NATURAL GAS TRANSACTIONS

Article 20[J]
Trade notifications

1. The Operator shall be notified of the following transactions relating to quantities of natural gas:

   A) Transactions between Transmission System Users which are entered into outside of the Trading Platform.

   B) Transactions between Transmission System Users and Operator for the purpose of operational gas offsetting in accordance with the provisions of Chapter 8[A] of the Code entered into outside of the Trading Platform.

   C) Transactions between Transmission System Users which are agreed in advance by the vendor and buyer and are entered into on the Trading Platform.

   D) Transactions between a Transmission System User which are entered into on the Trading Platform, in accordance with the provisions of the Trading Platform Rulebook.

   E) Transactions carried out by a Trading Only Participant with whom a Transmission User has contracted, and who is authorized to have transactions entered into on the Trading Platform which are notified to the User through Trading Notifications, in accordance with the specific provisions of the Trading Platform Rulebook.

   F) Operator transactions for load balancing and operational gas offsetting purposes entered into on the Trading Platform.

2. The right to submit a trade notification, which takes place in accordance with subparagraphs A) or B) above, shall be open to Transmission System Users with an applicable Approved Application for Access to the Virtual Trading Point (PVT) in accordance with the provisions of Articles [20[JA]] and [20[K]]. In case B) above in particular, the trade notification shall be submitted by the Operator on behalf of the Transmission System User.

3. The trade notification made in accordance with points (C) to (F) above shall be submitted by the Trading Platform Operator in accordance with the terms and conditions of the Code, the Trading Platform Rulebooks and the Trading Platform Agreement.

4. The notification to the Operator of a quantity of natural gas which was the subject of a transaction under paragraph [1] shall be done in accordance with the provisions of Chapter [4[A]].

5. Quantities of Natural Gas which were the subject of a transaction under this paragraph [1], where notified to the Operator and confirmed in accordance with the provisions of Chapter [4[A]], shall be allocated to Transmission System Users and

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taken into account in calculating the Daily Deficit in Gas Balancing of those Users based on Chapter [8] in accordance with the following:

A) The quantity of Natural Gas made available on Day (d) by the Transmission System User to another Transmission System User or the Operator for load balancing and operational gas offsetting purposes shall be allocated to that Transmission System User as Daily Reception for Day (d) in accordance with the specific provisions of Chapter [7].

B) The Quantity of Natural Gas which the Transmission System User acquires on Day (d) from another Transmission System User or from the Operator for load balancing purposes shall be allocated to the said Transmission System User as Day (d) Daily Delivery in accordance with the specific provisions of Chapter [7].

Article 20^{JA}

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 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, through the respective module of the Electronic Information System, 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. The Application for Access to the VTP shall be submitted to the Operator via the respective module of the Electronic Information System, in accordance with the terms of the Transmission Agreement, the Code, and the terms for accessing the Electronic Information System.

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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 through the respective module of the Electronic Information System, no later than 13:00 on the day before the day when access to the VTP commences.
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 fully justified by the Operator, and notified to the applicant via the respective module of the Electronic Information System, accompanied by any supporting documents and evidence, and will then be communicated to RAEWW.

Article 20[KA]

Access to the Trading Platform

1. In order to enter into transactions in accordance with the provisions of Article [20[J]](1)(C) to (F) within the NNGTS Balancing Zone, the Operator shall be entitled to access the Trading Platform for the purpose of balancing loads and offsetting operating gas and Transmission System Users and Trading Only Participants shall be entitled to do so in accordance with the provisions of the Trading Platform Rulebooks, under the specific terms laid down by the Trading Platform Operator and the relevant legislation in general.
2. In order to enter into transactions on the Trading Platform, without prejudice to the provisions of paragraph [1] above, the Transmission System User shall be required on the Day on which the transaction is entered into to be included in the list of Trading Platform Transmission Users for that Day in accordance with the specific provisions of Article [20L]. Where a Trading Only Participant with whom a Transmission User has contracted, and who is authorized to have transactions entered into on the Trading Platform which are notified to the User through Trading Notifications, in accordance with the specific provisions of the Trading Platform Rulebook, the Transmission User must have been included in the List of the Trading Platform Transmission System Users.

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Article 20[L]
List of the Trading Platform Transmission Users

1. The Operator shall prepare a list of the Trading Platform Transmission Users for each Day (d) which includes Transmission System Users who cumulatively meet the following conditions:

   A) On Day (d) an Approved Application to Access the VTP is in effect and the cessation or suspension of provision of services by the Operator to them on that Day is not imminent, in accordance with the relevant provisions of the Code and the Transmission Agreement.

   B) They fully comply with their obligations deriving from the Transmission Agreement concluded with the Operator and the Code, and in particular Articles 4 and 8 of the Transmission Agreement and the provisions of Chapter [3[A]] of the Code.

   C) They are a Participant on the Trading Platform or have entered into agreement with a natural or legal person that is a Trading Only Participant in the Trading Platform, in accordance with the specific provisions of the Trading Platform Rulebook.

2. The List of Trading Platform Transmission Users shall include, for each Transmission System User who meets the criteria in paragraph [1], at least the EIC code and any other information specified in the Trading Platform Agreement, which are announced by the Operator.

3. The Trading Platform Operator shall notify the Operator of Participants on the Trading Platform in accordance with the procedure laid down in the Trading Platform Agreement.

4. The Operator shall send the Trading Platform Operator a List of Trading Platform Transmission Users for the Transaction Day (d) no later than 16:00 hours on Day (d-1).

5. The Operator may update the List of Trading Platform Transmission Users on an extraordinary basis whenever there are specific grounds for doing so, by dispatching the updated List to the Trading Platform Operator in accordance with the procedure laid down in the Trading Platform Agreement.

Article 20[LA]
Trading Platform Agreement

1. The Operator and the Trading Platform Operator shall enter into a Trading Platform Agreement which regulates the principles of collaboration between them to ensure the problem-free operation of the Trading Platform and Natural Gas Market in accordance with Regulation 312/2014, the legislative and regulatory framework governing the operation of the Trading Platform and the relevant legislation governing the organization and operation of Hellenic Energy Exchange S.A. and the Operator respectively.

2. The Trading Platform Agreement shall specifically regulate:

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A) The rights and obligations of the Operator and the Trading Platform Operator and synergies between them.

B) System interoperability and data exchange issues and issues relating to the notification of transactions entered into on the Trading Platform.

C) The obligations of the Operator and the Trading Platform Operator in relation to the manner in which they communicate with each other.

D) The data exchanged between the two operators and the harmonized rules for the exchange of such data. Common data exchange solutions include protocol, data format and network as well as alternative data exchange methods in cases of network failure.

E) The data exchange time in accordance with point B above.

F) The terms and conditions for confidential management of data and information exchanged between the contracting parties.

G) The terms and conditions for amending, terminating and dissolving the agreement, the liability of the contracting parties and the method for resolving any disputes arising from it.

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CHAPTER 2[D]

TRANSMISSION SERVICES AT A PAIR OF COUPLED POINTS

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 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. The Transmission Service at Coupled Points includes the following:

    A. Reception of a Natural Gas Quantity by the Operator at the Entry Point , or the Reverse Flow Entry Point of the same Pair of Coupled Points, execution of the necessary measurements through the measuring devices at the Point, Transmission of the Natural Gas Quantity through the NNGTS; and
    B. Delivery of equal Natural Gas Quantity at the Exit Point, or the Reverse Flow Exit Point of the same Pair of Coupled Points and execution of the necessary measurements through the measuring devices at the Point.

2. The Transmission Service in Coupled Points is offered by the Operator exclusively to a Pair of Coupled Points with includes an Exit point, a Reverse Flow Exit Point, in which a Natural Gas Transmission System is connected.

3. For the provision of the Transmission Service in Coupled Points, the Transmission User is obliged to book Coupled Transmission Capacity for Delivery and/or Coupled Transmission Capacity for Reception, at least at one of the Points of the Pair of Coupled Points, and subject to the provisions of Article [20MC]. The booking of Coupled Transmission Capacity for Delivery/Reception is carried out in accordance with the provisions of Article [20MB].

4. Coupled Transmission Capacity for Delivery/Reception is offered by the Operator at Entry Points, Reverse Flow Entry Points, Exit Points, and Reverse Flow Exit Points that form Pairs of Coupled Points. The provision of Coupled Transmission Capacity for Delivery/Reception at an NNGTS Point does not affect the amount of any Transmission Capacity which may be offered on a Firm Basis at that Point.

5. The Pairs of Coupled Points and the Coupled Transmission Capacity for Delivery/Reception offered at the Points comprising each Pair, are announced by the Operator in accordance with the provisions of Article [20MA]. The announcement of the Coupled Transmission Capacity for Delivery/Reception offered at an NNGTS Point is made separately from the announcement of any Transmission Capacity for Delivery/Reception on a Firm Basis offered at the same Point.

Article 20MA

Offer of NG Transmission Services in Coupled Points

1. The Operator, taking into account the need to avoid physical congestion and to maximize the utilization of NNGS capacity, shall submit for approval to RAEWW:

   i) A list of Pairs of Coupled Points, accompanied by supporting documentation justifying the selection of these Pairs; and

   ii) A proposal for establishing special arrangements for offering Transmission Services in Coupled Points of these Pairs.

2. Following RAEWW's approval, the Operator shall announce on the Electronic Information System:

   A) The Pairs of Coupled Points; and

   B) For each Pair of Coupled Points, the amount, offering process, and specific characteristics of the Coupled Transmission Capacity for Delivery and the Coupled Transmission Capacity for Reception offered.

Article 20^{MB}

Booking of Coupled Transmission Capacity for Delivery/Reception

1. The booking of Coupled Transmission Capacity for Delivery/Reception at Entry Points, Reverse Flow Entry Points, Exit Points, and Reverse Flow Exit Points that form a Pair of Coupled Points shall be carried out in accordance with the procedure set out in Article [8]. With the Approved Application for Firm Services at an Entry

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Point, a Reverse Flow Entry Point and/or Coupled Transmission Capacity for Reception at an Exit Point, a Reverse Flow Exit Point of a Pair of Coupled Points.

2. In the event that a Transmission User books Coupled Transmission Capacity for Delivery at an Entry Point, a Reverse Flow Entry Point of a Pair of Coupled Points or Coupled Transmission Capacity for Reception at an Exit Point, a Reverse Flow Exit Point of a Pair of Coupled Points, through more than one (1) Approved Applications for Firm Services, then for every Day, the Total Booked Coupled Transmission Capacity for Delivery and the Total Booked Coupled Transmission Capacity for Reception of the Transmission User is defined as the sum of the Booked Coupled Transmission Capacity for Delivery and Coupled Transmission 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.

Article 20^{MC}

Declaration of Complementary Coupled Transmission Capacity

1. If, in one of the Points (Point A) forming a Pair of Coupled Points, no Coupled Transmission Capacity is offered by the Operator, or the Coupled Transmission Capacity offered by the Operator is lower than that offered at the other Point of the Pair (Point B), the Transmission User may use Transmission Capacity on a Firm Basis booked at Point A to offer the Transmission Service in Coupled Points of that Pair. The Transmission Capacity on a Firm Basis that the User may use at Point A to offer the Transmission Service at Coupled Points may be equal to or less than the difference between the Coupled Transmission Capacity booked by the User at Point A and the Coupled Transmission Capacity booked by the User at Point B.
2. The User is required to declare in writing to the Operator the amount of Transmission Capacity on a Firm Basis that will be used exclusively for offering the Transmission Service at Coupled Points, using the relevant declaration template (the Declaration of Complementary Coupled Transmission Capacity), available on the Operator's website.
3. The Declaration of Complementary Coupled Transmission Capacity shall essentially include the unique code of the Approved Firm Services Application, and the amount of Booked Transmission Capacity to be used for offering the Transmission Service at Coupled Points. The Declaration shall cover a minimum period of one Month or an integer number of consecutive Months.
4. The Declaration of Complementary Coupled Transmission Capacity must be submitted no later than the seventh (7th) Day prior to the start of the first Month to which it relates.
5. The Operator shall reach a decision regarding the Declaration of Complementary Coupled Transmission Capacity within two (2) Days following its submission deadline. If the Operator determines that the Declaration is complete and that none of the grounds for rejection listed in paragraph [7] apply, the Operator shall notify the Transmission User of its acceptance in writing.

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6. Rejection of a Declaration and its reasons shall be fully documented by the Operator, and will be communicated to the applicant, accompanied by supporting documents and information.

7. Grounds for rejecting the Declaration of Complementary Coupled Transmission Capacity are the following:

   A) The Declaration is submitted by an unauthorised representative of the Transmission User.

   B) The information contained in the Declaration is incomplete or incorrect.

   Γ) The Transmission User does not hold the declared Firm Transmission Capacity at the relevant Point of the respective Pair.

   Δ) The deadlines provided in the provisions of this article are not met.

8. Transmission Capacity on a Firm Basis used as Coupled Transmission Capacity pursuant to a Declaration of Complementary Coupled Transmission Capacity which has been accepted by the Operator, may not be simultaneously used as Transmission Capacity on a Firm Basis for the entire duration specified in the relevant Declaration.

Article 20^{MD}

Implementation of Transmission Service in Coupled Points

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

2. For the purposes of Chapters [4], [7], and [8], Coupled Transmission Capacity for Delivery/Reception shall also include the Transmission Capacity for Delivery/Reception on a Firm Basis used for offering the Transmission Service in Coupled Points, based on a Declaration of Complementary Coupled Transmission Capacity which has been accepted by the Operator.

3. The provisions of Articles [10] par [4], and Articles [11], [12], [13], [14], [14A], [14B], [15], [16], [20AB], [20AC] and [20AD] of the Code apply mutatis mutandis to the Coupled Transmission Capacity for Delivery/Reception. In the event that the above provisions apply to Coupled Transmission Capacity for Delivery/Reception, any reference to the Transmission Capacity for Delivery/Reception shall be understood as a reference to Coupled Transmission Capacity for Delivery/Reception, respectively.

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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 methodology agreed between the Operator and the operator of a Natural Gas Connected System and is an integral part of the Interconnection Agreement.
   E) An Interconnection Agreement with a Distribution Network Operator also sets out, in addition to the above, the procedures and general terms for enabling and operating reverse flow from the Distribution Network to the NNGS, taking into account the provisions of Regulation (EU) 2024/1789.
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 RAEWW 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 RAEWW of the reasons for its decision.

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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 RAEWW 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.

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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 reference 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 Regasification Capacity, and/or to Bundled LNG 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 and/or to LNG Capacity Auction performed in line with the provisions of Chapter [11].

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

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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 and an Application for Transfer of Use.

C) For the approval of a new capacity booking Application the procedure of Art [21F] is applied.

D) For the participation of the User in capacity booking auctions according to EE 459/2017 and the LNG auctions, the procedure of Articles 21^{G} and 21^{I} 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 or Approved Application for Transfer of Use, as applicable, except in the case of 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 is not returned for as long as there are overdue debts of the User to the Operator and is forfeited in accordance with the provisions of the Code and the Standard Transmission and LNG Agreements.

6. Capacity booking, participation in auctions, and usage via transfer of booked capacity are not permitted to a User that has not provided sufficient guarantee to meet the corresponding request or for the acceptance of its respective offer in the context of an auction in accordance with the provisions in this Chapter. Any relevant Application or User's offer 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.

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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) 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 Transfer of Use 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 conclusion, between the Operator and the User, of the implementing contract arising from the Approved Application, if the Application is signed by 15:00 on Day (d), or

   B) On the Day following Day (d) of conclusion, between the Operator and the User, of the implementing contract arising from 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.

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3. For the purpose of implementation of paragraph 2, in the case of capacity booking through auctions, the Day and time of conclusion of the implementing contract arising from the 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 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:

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

   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 according to EE 459/2017, on Day (d).

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$GaucLNG_{i,d}$ (in euros): The part of the guarantee which the User makes available in order to participate in LNG 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 Applications for Transfer of Use and/or Approved Applications 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 Applications for capacity booking and/or Approved Applications for Transfer of Use and/or Approved Applications for access to a VTP, or

      (ii) Falls within the Reference Time of one or more Approved Applications for capacity booking and/or Approved Applications for Transfer of Use and/or Approved Applications 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 factors Gauc and GaucLNG are calculated and included in the calculation of the User's Minimum Guarantee Limit for each Framework Agreement in accordance with the methodology set out in the provisions of Articles 21^{G} and 21^{I} respectively.

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 LNG 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, for Transfer of Use of Booked Transmission Capacity 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 Regasification Capacity as well as the procedure for adjusting the amount of the guarantee in case of modification, pursuant to the provisions of the Network

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Code, of the booked LNG Regasification 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 Applications for 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) Letter of Guarantee submitted to the Operator no later than Day (d-5).

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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 Transfer of Use 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.

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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 and transfer of use

1. In the event that a User submits to the Operator an Application for Access to the VTP or an Application for Transfer of Use and in order for the respective 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 respective Application:

   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

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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 performed in the frame of EU Regulation 459/2017

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.

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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}].

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Article 21[H]

Managing the Financial Participation Limit in auctions performed in the frame of EU Regulation 459/2017

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:

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

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

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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}].

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Article 21[I]

Provision of guarantee for participation in the LNG Auction

1. As precondition for a User's participation in an LNG Auction shall be the provision of a guarantee under the Transmission Agreement and the LNG Agreement that he has concluded.

2. The User Participation Economic Limit for each Framework Agreement for Day (d) means the amount of money available for the submission of tenders in the LNG Auction from 16.00 on Day (d) to 16.00 on Day (d+1). The Economic Limit of User Participation for the Transmission Agreement and for the Agreement of Use of the LNG Facility shall be calculated on the basis of the amount of the guarantee that the User has available for participation in the LNG Auction, in accordance with paragraphs [4] through [8].

3. The amount of the guarantee the user makes available for participating in the LNG Auction shall be at his discretion and shall be determined by reference to the amount of bids he intends to submit during the auctioning procedure. The economic value of the User's bids in the LNG Auction shall be mapped to the Economic Limit for his participation in the LNG Auction in accordance with Article [21[J]].

4. By 13:30 each Day (d), the User announces to the Operator, via the Electronic Information System, the portion of the guarantee (GaucLNGnew (d), in Euro) that he wishes to make available for the Transmission Agreement and for the Use of the LNG Facility Agreement on the Day (d) for the calculation of the Financial Limit for participation in the LNG Auction for the Day (d). The declared value of GaucLNGnew (d) must be greater than or equal to zero (0). By the end of the above deadline, the value of the term GaucLNGnew (d) is freely modified by Users.

5. When calculating the Minimum User Guarantee Liit for each Framework Agreement for Day (d), in accordance with the provisions of Article [21[D]], the Administrator shall calculate the GaucLNG (d) term as follows:

   (A) If the declared value of the term GaucLNGnew (d) is greater than or equal to zero (0):

   GaucLNG (d) = GaucLNGnew (d)

   (B) If on Day (d) the User did not submit or duly submit to the Administrator a declaration in accordance with the provision of paragraph [4], the term GaucLNG (d) shall be zero (0).

6. By 15:30 each Day (d), the Operator shall announce, via the Electronic Information System, to each User who has made a nomination in accordance with the provision of paragraph [4], his Financial Limit for Participation in the LNG

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Auction for the Transmission Agreement and for the Use of the LNG Facility Agreement, calculated in accordance with paragraphs [7] or [8].

7. In the case that Day (d) is the day preceding the Day on which the LNG Auction begins:

   (A) If on Day (d) the Net User Position for the Transmission Agreement or the Agreement for the Use of an LNG Facility, as applicable, is greater than or equal to zero, the Economic Limit of User Participation for the respective Agreement and for Day (d) shall be the term Gauc LNG (d).

   (B) If on Day (d) the Net User Position for the Transmission Agreement or the Contract for the Use of an LNG Facility, as applicable, is negative, the Economic Limit of User Participation for the respective Agreement and for Day (d) shall be zero (0) and the User is not eligible to tender Auction of LNG from 16.00 (d) to 16.00 on Day (d+1).

8. For each Day (d) of the LNG Auction:

   (A) If on Day (d) the Net User Position for the Transmission Agreement or the Agreement for the Use of the LNG Facility, as applicable, is greater than or equal to zero:

      (i) If the amount corresponding to GaucLNG (d) is greater than or equal to the economic value of the User's bids in the LNG Auction, the User's Economic Participation Limit for the respective Agreement and for Day (d) is equal to GaucLNG (d).

      (ii) If the amount corresponding to the GaucLNG term (d) is less than the economic value of the User's bids in the LNG Auction, the User's Economic Participation Limit for the corresponding Agreement and for the Day (d) shall be equal to the User's Economic Participation Limit for the respective Agreement for the Day (d -1) and the User is not eligible to tender in the LNG Auction from 16:00 on Day (d) to 16:00 on Day (d+1)

   (B) If on Day (d) the Net User Position for the Transmission Agreement or the LNG Facility Agreement, as the case may be, is negative, the Economic Limit of User Participation for the respective Agreement and for Day (d) shall be set equal to the Economic Limit of User Participation for the respective Contract for Day (d-1) and User does not have permission to bid in the LNG Auction from 16:00 Day (d) to 16:00 Day (d+1).

9. The part of the guarantee calculated on the basis of the capacity of the Standard LNG Time Slots for which the User was declared the successful bidder during Phase A of the LNG Auction, is reserved and rendered unavailable for any other offers submitted by the User during that or another auction or for capacity reservation, until expiry of the LNG Auction.

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10. After the expiry of the LNG Auction, the part of the guarantee calculated on the basis of the capacity awarded to the User by the LNG Auction shall be taken into account in the calculation of the Minimum User Guarantee Limit for each Framework Agreement added to the term Gcap from the Start Day of the Reference Time, in accordance with the provisions of Article [21C]

Article 21[J]

Management Of Financial Limit For Participation in LNG Auction

1. By submitting each User's bid to the LNG Auction, a part of the User's Economic Participation Limit applicable at the time the tender is submitted for each Framework Agreement, in accordance with the provisions of paragraph [2] of Article [21[I]]. The committed part of the Financial Limit shall become unavailable for any other bids submitted by the User to the LNG Auction within the time period of the same Economic Limit:

   (A) until the User's bid is rejected, withdrawn or replaced by another bid, if provided for in the conditions for conducting the LNG Auction;

   (B) Until the expiry of the period of time during which this User Economic Participation Limit applies, if the corresponding capacity has been allocated to the User's bid.

2. To match the economic value of each bid submitted by a user during the First Phase of the LNG Auction, in accordance with Article [82[A]], to the part of the Economic Limit reserved for the Transmission Agreement and the Agreement for the Use of an LNG Facility, with the corresponding bid, if accepted in accordance with the rules of the LNG auction shall be conducted in accordance with:

   (A) In the case of a bid for a Standard LNG Slot with a LNG unloading Day within the Year (Y+1) from the Year (Y) of the LNG Auction, the part of the Economic Limit reserved in relation to the respective Capacity for Delivery on a Firm Basis, at the LNG Entry Point shall be calculated as follows:

   $FL_{SlotTRA,\,i} = 33\% \times SlotTRABid_i$

   Where:

   $FL_{SlotTRA,\,i}$ (EUR): That part of the Financial Limit corresponding to the economic value of the offer (i) of the User in the LNG Auction.

   $SlotTRABid_i$ (EUR): The economic value of the User's offer (i) corresponding to the commitment of Firm Delivery Capacity at the LNG Entry Point, as such (economic value) is calculated in accordance with paragraph [4].

   (B) In the case of a bid for a Standard LNG Slot with an LNG Unloading Day within the Years (Y+2) up to and including (Y+5), as applicable, from the Year

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(Y) of the LNG Auction, the part of the Financial Threshold committed in relation to the respective Firm Delivery Capacity in LNG Entry Point shall be calculated as follows:

$FL_{SlotTRA,\,i} = 6{,}6\% \times SlotTRABid_i$

Where:

$FL_{SlotTRA,\,i}$ (EUR): That part of the Financial Limit corresponding to the economic value of the offer (i) of the User in the LNG Auction.

$SlotTRABid_i$ (EUR): The economic value of the User's bid (i) corresponding to the booking of the Firm Delivery Capacity at the LNG Entry Point, as such (economic value) is calculated in accordance with paragraph [4].

(C) In the case of a bid for a Standard LNG Slot with an LNG unloading Day within the Year (Y+1) from the Year (Y) of the LNG Auction, the part of the Economic Limit reserved in relation to the corresponding LNG Regasification Capacity shall be calculated as follows:

$FL_{SlotLNG,\,i} = 33\% \times SlotLNGBid_i$

Where:

$FL_{SlotLNG,\,i}$ (EUR): That part of the Financial Limit corresponding to the economic value of the offer (i) of the User in the LNG Auction.

$SlotLNGBid_i$ (EUR): The economic value of the User's bid (i) corresponding to the LNG Regasification Capacity booking, as such (economic value) is calculated in accordance with paragraph [4].

(D) In the case of a tender for a Standard LNG Slot with an LNG Unloading Day within the Years (Y+2) to (Y+15), as applicable, from the Year (Y) of the LNG Auction, the part of the Financial Limit reserved in relation to the respective LNG Regasification Capacity Calculated as follows:

$FL_{SlotLNG,\,i} = 6{,}6\% \times SlotLNGBid_i$

Where:

$FL_{SlotLNG,\,i}$ (EUR): That part of the Financial Limit corresponding to the economic value of the bid (i) of the User in the LNG Auction.

$SlotLNGBid_i$ (EUR): The economic value of the User's bid (i) corresponding to the LNG Regasification Capacity booking, as such (economic value) is calculated in accordance with paragraph [4].

E) In the case of an auction for a Slot Series, the Standard LNG Slots whose LNG Unloading Day is within Year (Y+1) from Year (Y) of the LNG Auction, the part of the Financial Participation Limit which is committed in relation to the corresponding Transmission Delivery Capacity on Firm Basis at the LNG Entry Point shall be calculated as follows:

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$$FL_{SlotSeriesTRA,i} = 33\% \times SlotSeriesTRABid_i$$

Where:

$FL_{SlotSeriesTRA,i}$ (in euro): That part of the Financial Participation Limit which corresponds to the financial value of the User's bid (i) in the LNG Auction.

$SlotSeriesTRABid_i$ (in euro): The financial value of the User's bid (i) which corresponds to the booked Transmission Delivery Capacity on Firm Basis at the LNG Entry Point for all Standard LNG Slots included in that series, as that (financial value) is calculated in accordance with the provisions of paragraph [4].

F) In the case of a bid for a Slot Series, the Standard LNG Slots whose LNG Unloading Day is within the Years (Y+2) to (Y+15) inclusive, as appropriate, from Year (Y) of the LNG Auction, the part of the Financial Participation Limit which is committed in relation to the corresponding Transmission Delivery Capacity on Firm Basis at the LNG Entry Point shall be calculated as follows:

$$FL_{SlotSeriesTRA,i} = 6{,}6\% \times SlotSeriesTRABid_i$$

Where:

$FL_{SlotSeriesTRA,i}$ (in euro): That part of the Financial Participation Limit which corresponds to the financial value of the User's bid (i) in the LNG Auction.

$SlotSeriesTRABid_i$ (in euro): The financial value of the User's bid (i) which corresponds to the booked Transmission Delivery Capacity on Firm Basis at the LNG Entry Point for all Standard LNG Slots included in that series, as that (financial value) is calculated in accordance with the provisions of paragraph [4].

G) In the case of a bid for a Slot Series, the Standard LNG Slots whose LNG Unloading Day is within Year (Y+1) from Year (Y) of the LNG Auction, the part of the Financial Participation Limit which is committed in relation to the corresponding LNG Regasification Capacity shall be calculated as follows:

$$FL_{SlotSeriesLNG,i} = 33\% \times SlotSeriesLNGBid_i$$

Where:

$FL_{SlotSeriesLNG,i}$ (in euro): That part of the Financial Participation Limit which corresponds to the financial value of the User's bid (i) in the LNG Auction.

$SlotSeriesLNGBid_i$ (in euro): The financial value of the User's bid (i) corresponding to the LNG Regasification Capacity commitment for all Standard LNG Slots included in that series, as that (financial value) is calculated in accordance with the provisions of paragraph [4].

H) In the case of a bid for a Slot Series, the Standard LNG Slots for which there is a LNG Unloading Day within the Years (Y+2) to (Y+15) inclusive, as

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appropriate, from the year (Y) in which the LNG auction takes place, the part of the Financial Participation Limit which is committed in relation to the corresponding LNG Regasification Capacity shall be calculated as follows:

$$FL_{SlotSeriesLNG,i} = 6{,}6\% \times SlotSeriesLNGBid_i$$

Where:

$FL_{SlotSeriesLNG,i}$ (in euro): That part of the Financial Participation Limit which corresponds to the financial value of the User's bid (i) in the LNG Auction.

$SlotSeriesLNGBid_i$ (in euro): The financial value of the User's bid (i) corresponding to the LNG Regasification Capacity commitment for all Standard LNG Slots included in that series, as that (financial value) is calculated in accordance with the provisions of paragraph [4].

3. To match the economic value of each tender submitted by a user during the Phase B of the LNG Auction, in accordance with Article [82^{B}], to the part of the Economic Limit reserved for the Transmission Agreement and the Agreement for the Use of an LNG Facility with the corresponding bid, if accepted in accordance with the rules of the LNG Auction shall be carried out in accordance with the following:

(A) In the case of a bid for Additional LNG Capacity for the Year (Y+1) from the Year (Y) of the LNG Auction, the part of the Economic Limit booked in relation to the respective Delivery Capacity on a Firm Basis at the LNG Entry Point shall be calculated, as follows:

$$FL_{CompTRA,i} = 20\% \times CompTRABid_i$$

Where:

$FL_{CompTRA,i}$ (EUR): That part of the Financial Limit corresponding to the economic value of the offer (i) of the User in the LNG Auction.

$CompTRABid_i$ (EUR): The economic value of the User's bid (i) corresponding to the booking of Firm Delivery Capacity at the LNG Entry Point, as such (economic value) is calculated in accordance with paragraph [4].

(B) In the case of a bid for Additional LNG Capacity for the years (H+2) up to and including (Y+15), as applicable, from the Year (Y) of the LNG Auction, the part of the Economic Limit booked in relation to the respective Firm Delivery Capacity LNG entry point shall be calculated as follows:

$$FL_{CompTRA,i} = 4\% \times CompTRABid_i$$

Where:

$FL_{CompTRA,i}$ (EUR): That part of the Financial Limit corresponding to the economic value of the bid (i) of the User in the LNG Auction.

$CompTRABid_i$ (EUR): The economic value of the User's offer (i) corresponding to the booking of Firm Delivery Capacity at the LNG Entry

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Point, as such (economic value) is calculated in accordance with paragraph [4].

(C) In the case of an auction for Complementary LNG Capacity for the Year (Y+1) from the Year (Y) of the LNG Auction, the part of the Economic Limit booked in relation to the respective LNG Regasification Capacity shall be calculated as follows:

$FL_{CompLNG,\,i} = 30\% \times CompLNGBid_i$

Where:

$FL_{CompLNG,\,i}$ (EUR): That part of the Financial Limit corresponding to the economic value of the bid (i) of the User in the LNG Auction.

$CompLNGBid_i$ (EUR): The economic value of the User's bid (i) corresponding to the LNG Regasification Capacity booking, as such (economic value) is calculated in accordance with paragraph [4].

(D) In the case of an auction for Complementary LNG Capacity for Years (Y+2) to (Y+15), as applicable, from the Year (Y) of the LNG Auction, the part of the Economic Limit reserved for the respective LNG Regasification Capacity shall be calculated as follows:

$FL_{CompLNG,\,i} = 6\% \times CompLNGBid_i$

Where:

$FL_{CompLNG,\,i}$ (EUR): That part of the Financial Limit corresponding to the economic value of the bid (i) of the User in the LNG Auction.

$CompLNGBid_i$ (EUR): The economic value of the User's bid (i) corresponding to the LNG Regasification Capacity booking, as such (economic value) is calculated as set out in accordance with paragraph [4].

4. For the purpose of applying paragraphs [2] and [3], the economic value of the User's bid in the respective case shall be the portion of the total value of his bid corresponding to the Basic Transmission Activity and the Basic LNG Activity, in accordance with the rules for allocating revenue from the LNG Auction to each Basic Activity set out in the CNG Tariff Regulation.

5. Where the economic value of a bid submitted by a User is greater than the available part of the Financial Limit for at least one Framework Agreement, in accordance with paragraph [1], the User's bid shall be rejected.

6. Where the conditions of the LNG Auction provide for simultaneous bidding for more than one individual LNG Standard Time Slots or for more than one Series of Time Slots, in accordance with the provisions of Article [82^{A}], a part of the Financial Limit corresponding to the economic value of each bid submitted by a User shall be reserved on the basis of the time series in which bids are submitted.

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7. At the end of the LNG Auction, the Operator shall calculate the final amount of the guarantee for each User and for each Framework Agreement, based on the results of the Continuous Capacity Consolidation process, in accordance with the provisions of Article [82^{B}] and the LNG Auction Manual, for each Approved Application resulting from that process.

8. In the case of an LNG Bundled Capacity booking for which the provision of the relevant services starts within the Years (Y+2) to and including (Y+15), as applicable, from the Year (Y) of the LNG Auction, the User shall, in addition to the guarantee provided during the respective phase of the LNG Auction in the cases (b) (d), (f) and (h) of paragraph [2], as well as cases (b) and (d) of paragraph [3] to provide the Operator with an additional guarantee equal to:

   (A) Twenty-six point four per cent (26,4%) of the value of the Delivery Capacity on a Firm Basis at the LNG Entry Point booked through the LNG Auction, under cases (B) and (F) of paragraph [2];

   (B) Twenty six point four per cent (26,4%) of the value of LNG Regasification Capacity booked in the LNG Auction, in cases (D) and (H) of paragraph [2];

   (C) Sixteen percent (16%) of the value of the Delivery Capacity on an Firm Basis at the LNG Entry Point booked through the LNG Auction, in case (B) of paragraph [3];

   (D) Twenty four per cent (24%) of the value of the LNG Regasification Capacity booked in the LNG Auction, in case (D) of paragraph [3];

   no later than 1 October of the Year preceding the Year in which the services in question are provided. The value of the Bundled LNG Capacity booked in the LNG Auction means the part of the total value of the Bundled LNG Capacity which corresponds to the Basic Transport Activity and the Basic LNG Activity, in accordance with the rules for allocating the revenue from the LNG Auction to each Basic Activity set out in the Tariff Regulation.

9. Where the price for the booking of LNG Bundled Capacity, as established at the end of the LNG Auction, differs from the charge for the use of LNG Bundled Capacity at the time of the commencement of the provision of the respective services, as specified in the Tariff Regulation, the adjusted according to the actual charge for the use of the Bundling LNG Capacity Utilized part of the guarantee shall be taken into account when calculating the Minimum User Guarantee Limit one (1) working day before the commencement of the provision of the corresponding services

10. Any details of the procedure for the submission, withdrawal, replacement and rejection of bids at each auction, the criteria for the validity of bids, the calculation of the economic value of a bid where applicable, the procedure for informing the User of the part of the Financial Limit remaining available at the end of each stage of the procedure and any relevant issue shall be determined in accordance with the provisions of Chapter [11]

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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 or an Approved Application for Transfer of Use shall submit to the Operator as set out in article [26]:

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

   (B) Daily Natural Gas Delivery and Receipt Renomination (Daily Renomination).

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.

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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 respective module of the Electronic Information System. Each Daily Nomination and/or Daily Renomination submitted by a Transmission User, provided that it includes more than one NNGTS Points, shall be deemed to have been submitted separately for each NNGTS Point it includes and shall be examined accordingly by the Operator.
2. Transmission Users may submit Daily Nominations for a specific Day, if they have booked Transmission Capacity 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 Transmission Capacity 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), as follows:

   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, where:

      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; and

      (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 fifteen (15) 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 and end at 17:00 hrs on the Day it refers to,

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

      vi) the next and last Renomination Cycle shall start at 21:00 and end at 01:00 pm of the Day it refers to.

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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/Reverse Flow Entry Point, defining separately the part of this Quantity to be delivered through Coupled 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. 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) 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.

   D) For each User of the Connected System whom they serve at an 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 $Q_{\text{ΕΠ}}$ $Q_{\text{ΕΠ}}$, 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 follows:

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

Where:

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

$Q_{\text{ΕΠ}NREC}$: The Delivery/Reception Quantity of Natural Gas of the Transmission User during the NREC Renomination Cycle, excluding the Quantity to be

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delivered or received by the User through Coupled Transmission Capacity for Delivery/Reception.

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 sum of the Hourly Renomination Rate of all Transmission Users booking Transmission Capacity at the Point being considered must satisfy the following relationship:

$$0 \leq \sum \Omega PE\Pi_{NREC} \leq \frac{MI}{24}$$

Where:

MI: The sum of Firm and Correlated Transmission Capacity at the Point.

Otherwise, the Hourly Renomination Rate ($\Omega PE\Pi_{NREC}$) of each Transmission User must satisfy 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:

ΔMI : the Total Transmission Capacity booked by the Transmission User under Approved Applications plus the Transmission Capacity the use of which has been transferred to the Transmission User, in accordance with the provisions of article [14B]. 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.

ΔMI_{cor}: the total Booked Conditional Capacity that the Transmission User has booked under Approved Applications for Firm or Interruptible Services plus the

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Transmission Capacity the use of which has been transferred to the Transmission User in accordance with the provisions of article [14^B]. 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 [2^B], is not included.

J: numbering index that represents the Transmission Capacity booking by the Transmission User via the within-day booking procedure, pursuant to the provisions of Chapters [2] and [2^B]

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 [2^B]

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 [2^B]

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

$\Delta MI_{cor,ID,j}$: 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 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 (ΩРЕПZ_{NREC}) is defined accordingly.

If a Transmission User does not submit a Daily Renomination during an NREC Renomination Cycle, the value used to calculate the ΩРЕП$_{NREC,}$ $Q_{ЕП}$shall be the User's most recently approved nomination.

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 [27B], they are deemed to have submitted a Daily Nomination with zero Delivery and Reception quantities.

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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 [27B], 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 [27B], 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, according to the provisions of paragraph [10].

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. Via the respective module of 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 at every NNGTS Point, on the particular day to which the nomination refers. Subject to following paragraph:

   A) In case the nominated quantity for Delivery or Reception at an Entry Point or Reverse Flow Entry Point or an Exit Point or Reverse Flow Exit Point, respectively, exceeds the Total Transmission Capacity for Delivery or

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Reception that the Transmission User has booked within the framework of Approved Applications for Firm or Interruptible Services or whose use has been transferred to the Transmission User under Article [14^{B}], the Operator shall confirm, at most, a quantity equal to the Total Transmission Capacity for Delivery or Reception that the Transmission User has booked within the framework of Approved Applications for Firm or Interruptible Services or whose use has been transferred to the Transmission User under Article [14^{B}].

B) In case the nominated quantity for Delivery or Reception at a Pair of Coupled Points, exceeds the Total Coupled Transmission Capacity for Delivery or the Total Coupled Capacity for Reception that the Transmission User has booked within the framework of Approved Applications for Firm or Interruptible Services or whose use has been transferred to the Transmission User under Article [14^{B}] for that Pair, the Operator shall confirm, at most, a quantity equal to the Total Coupled Transmission Capacity for Reception that the Transmission User has booked within the framework of Approved Applications for Firm or Interruptible Services or whose use has been transferred to the Transmission User under Article [14^{B}] for that Pair.

C) In case of a Daily Renomination submitted within a Renomination Cycle for which the procedure of paragraph 6, Article 26 applies, and for which the sum of the Hourly Renomination Rates of all Transmission Users booking Transmission Capacity does not satisfy the following relationship:

$$0 \leq \sum \Omega PE\Pi_{NREC} \leq \frac{MI}{24}$$

then, if the renominated quantity $Q_{E\Pi\ NREC}$ results in a value of the $\Omega PE\Pi_{NREC}$ for which the following condition is not met:

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

then, for the purpose of calculating the confirmed quantity, the Operator shall appropriately reduce or increase the value of $Q_{E\Pi\ NREC}$ so that the following condition is valid:

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

The above shall apply separately to Delivery/Reception Quantity, Transmission Usage related to Booked Coupled Transmission Capacity of the User for Delivery/Reception at the Pair of Coupled Points.

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:

   A) 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

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Quantity for each part of the pair shall be calculated as the lesser of the quantities nominated by each part.

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

6. If the conditions are in place for the limitation of the Confirmed Quantities being delivered or received by the NNGTS in the context of implementing Interruptible Transmission Services, as foreseen in Article [27A]. The Transmission Operator shall inform the Transmission Users by sending an interruption message. 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:

   A. 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.

   B. 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] - [8] of this Article.

10. A Transmission User's Daily Nomination or Renomination will be rejected for justified reasons via the respective module of the Electronic Information System.

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.

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Article 27[A]

Implementation of the Natural Gas Transmission Services on an Interruptible Basis

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1. If required, the Operator may limit or discontinue the provision of Interruptible Natural Gas Transmission Services, namely to confirm to a Transmission User who books an Interruptible Transmission Capacity for Delivery or Reception, a Quantity of Delivery or Reception respectively, lower than the one included in the Final Daily Nomination of the User, if the difference between the Quantity of Delivery or Reception and the sum of the Transmission Capacity and the Correlated Transmission Capacity for Delivery or Reception booked by said Transmission User at the same point (Interruption Difference) is positive. The difference between the nominated quantity in the Final Daily Nomination and the Confirmed Quantity for Delivery or Reception at and Entry Point or Exit Point, which shall derive from the limitation or the discontinuation of provision of Interruptible Services, shall not exceed the Interruption Difference.
2. The Operator shall decide on the reduction or discontinuation of the provision of the Interruptible Transmission Services, taking into account the use of the Transmission Capacity booked by the Transmission Users, quality issues, pressure and temperature of the delivered or received Natural Gas, the physical limitations of the NNGTS, the maintenance works execution, any capacity limitations in interconnected natural gas systems and the provisions of utilities.
3. The Operator shall proceed to the reduction or discontinuation of the Interruptible Transmission Services to the NNGTS point, in reverse chronological order of approval of the respective Approved Applications for Interruptible Services of the Transmission Users. If two or more Applications for Interruptible Services are classified in the same interruption series, based on the above, then this reduction shall be proportionately calculated to the Quantity for Delivery or Reception at this point, in accordance with the Final Daily Nominations by the corresponding Users, in the context of Approved Applications for Interruptible Services.
4. The Operator shall inform the Transmission Users to whom a Natural Gas Quantity is allocated for delivery or 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 for a specific NNGTS Point, 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, or the corresponding Approved Applications for Transfer of Use.

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(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 Nomination is submitted by an unauthorised representative of the Transmission User

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

(v)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 respective module of 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 via the respective module of the Electronic Information System, or issues a 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.

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7. The revised Daily Nomination is rejected on justified grounds through the respective module of the Electronic Information System.
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 [27B].

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 RAEWW, 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.

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CHAPTER 4A
TRADE NOTIFICATIONS

Article 29A
Submission and content of Trade Notifications outside the Trading Platform

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1. Each Transmission User, who has a valid Approved Application for Access to the VTP, may submit to the Operator Trade Notifications.
2. Trade Notifications shall be submitted to the Operator by the Transmission Users, via the respective module the Electronic Information System.
3. Transmission Users may submit Trade Notifications until thirty (30) minutes before the end of the Day to which they relate, only if on the Day of submission of the Trade Notification they have a valid Approved Application for Access to a VTP.
4. The Transmission User shall submit a separate Trade Notification for each Transmission User to whom it disposes or from whom it acquires the Quantity of Natural Gas mentioned in the Trade Notification.
5. The Transmission User must include in each Trade Notification submitted to the Operator:
   A) Its EIC Code.
   B) The Day concerned.
   C) The Natural Gas Quantity to which the trade pertains, which may not be less than one (1) kWh.
   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. The Transmission User may amend or withdraw a Trade Notification until the Operator starts its processing, in accordance with the provisions of paragraph [2] of Article [29B]. Until the completion of the Trade Notification processing by the Operator or until its withdrawal by the applicant Transmission User, no other Trade Notification may be submitted pertaining to the same Day and to the same Transmission User EIC Code to whom the Natural Gas Quantity is disposed or from whom it is acquired.
7. In the case of acquisition by the Operator of Natural Gas for Operational Gas Offsetting pursuant to the provisions of case B), paragraph [1], Article [20J], the Daily Trade Notification shall be submitted by the Operator on behalf of the Transmission User from whom the said Quantity of Operational Gas is acquired, in

accordance with the procedure of paragraphs [1] to [6] of this Article. The Trade Notification which shall be submitted by the Operator on behalf of the Transmission User, shall pertain to the sale of the aforementioned Quantity of Operational Gas by the Transmission User to the Operator. Said Quantity of Operational Gas shall constitute a Confirmed Disposal Quantity of the Transmission User, pursuant to the provisions of Article [29^{B}].

8. The Operator shall file electronically the submitted 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 Trade Notifications, Confirmed Disposing/Acquiring Quantities outside the Trading Platform

1. The Operator shall process the submitted Trade Notifications pertaining to one Day (d) and shall match the pairs thereof that are submitted by different Transmission Users and whose information correspond to the information mentioned in paragraph [5] of Article [29A], within the period for Processing Trade Notifications (TN Processing Period) for that Day. The TN Processing Period for each Day (d) starts at 15:00 of Day (d-1) and ends at the end of Day (d).
2. For each pair of Trade Notifications for which a match is established, the Operator shall calculate the Natural Gas Quantities that the Transmission User disposes to a Transmission User or the Operator for offsetting of Operational Gas (Confirmed Disposal Quantity) or acquires from a Transmission User (Confirmed Acquisition Quantity), within thirty (30) minutes from the time when the match is established. 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.
3. 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, immediately after calculating them in accordance with the provisions of paragraph [2]. The notification is performed via the respective module of the Electronic Information System.
4. A Trade Notification that has not been matched with another Trade Notification by the end of the TN Processing Period, shall not be taken into account and shall not have any legal effects on the Operator.

Article 29^{C}
Rejection of Trade Notification outside the Trading Platform

1. Within the Trade Notification Processing Period, as per Article [29B], the Operator shall reject the Trade Notifications submitted by the Transmission Users on the grounds that are stipulated by this Article. In the case of rejection

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of a Trade Notification, the Operator will, via the respective module of the Electronic Information System and within the Processing Period, inform the respective Transmission Users.

2. The Operator rejects the Transmission User's 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 User disposing and the User acquiring Natural Gas Quantities in the Trade Notification have the same EIC Code.

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

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

   (v) The Trade Notification is submitted in a format incompatible with the requirements of the Electronic Information System.

   (vi) The Trade Notification is submitted after the deadline set out by the provision of paragraph [3], Article [29^{A}] has elapsed.

3. The rejection of a Transmission User's Trade Notification will be specifically substantiated in the relevant notice prepared by the Operator.

4. The Operator will keep a file of the rejection cases of Trade Notifications for at least five (5) years from the date they were sent.

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Article 29^{D}
Trade notifications on the Trading Platform

1. The Trading Platform Operator shall submit trade notifications to the Operator for transactions entered into on the Trading Platform in accordance with the provisions paragraph [1] of Article [20^{J}].

2. The Operator shall confirm to the Trading Platform Operator that each trade notification has been received.

3. The quantity of Natural Gas which relates to a Transmission System User or a Trading Only Participant with whom a Transmission User has contracted, transaction on the Trading Platform included in the trade notification confirmed by the Operator in accordance with paragraph [2] is the Transmission System User's Confirmed Quantity for Acquisition/Disposal, whichever is appropriate.

4. The Operator shall inform each Transmission System User about the Confirmed Quantities for Acquisition/Disposal thereof relating to transactions on the Trading Platform immediately after confirmation of receipt of the relevant trade notification in accordance with the provisions of paragraph [2].

5. A trade notification submitted by the Trading Platform Operator to the Operator for a transaction made via the Trading Platform shall be deemed final and shall not be withdrawn or contested by the Transmission System User or Operator, apart from the case of erroneous or incomplete file transmission. In this case the

Trading Platform Operator shall promptly correct the relevant data. The existence, content, and validity of a contract concluded between a Transmission User and a Trading Only Participant pursuant to the Trading Platform Rulebook fall outside the Operator's competence and responsibility, and do not affect the validity of Trading Notifications submitted to the Operator in accordance with the Code and the Transmission Agreement.

6. The frequency at which the Trading Platform Operator submits a trade notification to the Operator, the time at which the Operator confirms submission, the format of the trade notification, the method for calculating the quantity of Natural Gas relating to Transmission System User transactions on the Trading Platform which is included in the trade notification, the procedure for correcting the trade notification in the case of erroneous or incomplete submission and all related modalities shall be laid down in the Trading Platform Agreement.

7. The Operator shall electronically file trade notifications submitted by the Trading Platform Operator in electronic and editable format for a period of at least 5 years from the date of submission.

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CHAPTER 5

NATURAL GAS AND BIOMETHANE DELIVERY TO THE NNGTS

Article 30
Conditions for Delivery at Entry Points

1. For each Entry Point/Reverse Flow Entry Point, the Operator specifies and publishes the Delivery Conditions applicable at that Point, which include at least the following:
   A) The Natural Gas Quality Specifications or the Biomethane Quality Specifications, as applicable.
   B) The maximum and minimum pressure for Natural Gas or Biomethane delivery, as applicable.
   C) The maximum and minimum Natural Gas or Biomethane Flow Rate, as applicable, 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 or Biomethane intended for delivery or delivered at an Entry Point/Reverse Flow Entry Point is compatible with the Delivery Conditions applicable to that Point.
3. The Operator is responsible for taking all actions necessary to verify that the Delivery Conditions at each Entry Point or Reverse Flow Entry Point 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 and Biomethane Delivery by Transmission Users

1. Transmission Users have the right to deliver natural gas or biomethane, as applicable, at the Entry Point, Reverse Flow Entry Point according to Approved Firm Service and Interruptible Service Applications (Agreements) or Approved Applications for Transfer of Use 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, to ensure compliance with the Delivery Conditions and, particularly that the natural gas or biomethane to be delivered to the Operator is subject to quality

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control, as well as any other relevant procedures, in order to ensure that it fulfils the Natural Gas or Biomethane Quality Specifications, as applicable.

3. Transmission Users are not relieved of their responsibilities related to Natural Gas or Biomethane 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 or Biomethane, as applicable at the same Entry Point, it is considered that:

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

   B) Each Transmission User delivers Natural Gas or Biomethane 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 and Biomethane Delivery

1. The Operator has the right to refuse, in whole or in part, the delivery of natural gas or biomethane 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 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 or Biomethane 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.

   C) As provided for in paragraph [3] of Article [16] of Law 5215/2025 concerning NNGS-connected Biomethane Facilities.

2. In any case of refusal to accept natural gas or biomethane, 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 or Biomethane at an Entry Point, as applicable, 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 or biomethane 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 or Biomethane, as applicable, at an Entry Point/Reverse

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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 or biomethane.

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 or Biomethane flow from a Biomethane Facility 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 or biomethane, as applicable, 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 or biomethane 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 respective module of the Electronic Information System or in writing, indicating (a) the quality parameters that are outside the Natural Gas Quality Specifications or Biomethane Quality Specifications, as applicable, and their percentage deviation, and (b) in case of injected Natural Gas, 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 or Biomethane, as applicable, meets the Natural Gas Quality Specifications or Biomethane Quality Specifications, as applicable, 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 or Biomethane 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 or Biomethane Quality Specifications, as applicable, within a period of less than three (3) hours after the Off-Specification Gas or Biomethane 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 or biomethane compatible with the Natural Gas Quality Specifications or the Biomethane Quality Specifications, as applicable, 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 or biomethane 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.

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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 a valid Approved Firm Service or Interruptible Service Application (Agreement) or an Approved Application for Transfer of Use, which 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 or Biomethane Quality Specifications, as applicable.
9. Any Transmission User that discovers that the natural gas or biomethane 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 or the Biomethane 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 or Biomethane 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 or Biomethane to said Entry Point/Reverse Flow Entry Point on that Day shall be calculated as the product of the measured Quantity of Natural Gas or Biomethane 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 or biomethane 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 or biomethane entered the NNGTS, then each Transmission User delivering natural gas or biomethane 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,

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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 or biomethane 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 RAEWW, 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.

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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 or biomethane 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, who holds valid Approved Firm Service or Interruptible Service Applications (Agreements) or an Approved Application for Transfer of Use 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 or biomethane delivery via this Point, or

    B) To limit the natural gas or biomethane 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 or via the Electronic Information System, justifying the relevant decision.

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

5. The Operator will impose a Minimum Entry Pressure Violation Charge on any Transmission User delivering natural gas or biomethane, as applicable, at an Entry Point/Reverse Flow Entry Point where there is injection of natural gas or biomethane 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.

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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 valid Approved Applications for Firm Services, the Approved Applications for Interruptible Services, the Approved Applications for Transfer of Use, 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

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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

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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.

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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

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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, by submitting a revised Daily Nomination or Daily Renomination.

5. 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.

6. 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.

7. 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.

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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.

8. 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.

9. 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].

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CHAPTER 7

ALLOCATION OF NATURAL GAS QUANTITIES AT ENTRY AND EXIT POINTS

Article 42
Allocation Methodology at Entry and Exit Points

1. Notwithstanding articles 42B, 42C, and 42D, 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):

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

where:

$K\Pi_j^i$: 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.

$\Delta\Pi_j^i$: 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 Confirmed Quantities (j), as set out in article [27].

$\sum_{j=1}^{n} \Delta\Pi_j^i$: 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.

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3. If for one Day (d) the sum $\sum_{j=1}^{n} \Delta\Pi_j^i$ at an Entry or Exit Point (i) of the NNGTS equals zero and the total Natural Gas Quantity ΜΠ^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 ΜΠ^i 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 the methodology agreed between the Operator and the Natural Gas Connected System Operator and will constitute an integral part of the Connected System Agreement.

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:

$$K\Pi_{con,j}^i = K\Pi_j^i \frac{\Delta\Pi_{con,j}^i}{\Delta\Pi_j^i}$$

where

$K\Pi_{con,j}^i$: 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.

$K\Pi_j^i$: The Quantity of Natural Gas totally allocated to the Transmission User (j) at the Entry or Exit Point (i) on Day d.

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$\Delta\Pi^{i}_{con,j}$: 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 Coupled Transmission Capacity for Delivery or Reception as set out in article [27].

$\Delta\Pi^{i}_{j}$ 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 (j) Confirmed Quantities, as set out in article [27].

Article 42[A]

LNG Operational Balancing Account

1. The Operator maintains an LNG Operational Balancing Account.
2. For each Day d, the daily position of the Account shall be calculated at the end of Day d according to the following formula:

$$H\Theta_d = \left(\sum_{1}^{n} E\Pi_d + \Pi_{\varepsilon\xi,d}\right) - M_d$$

Where:

$\boldsymbol{H\Theta_d}$: The daily position of the LNG Operational Balancing Account at the LNG Entry Point on Day d.

$\sum_{1}^{n} \boldsymbol{E\Pi_d}$: The sum of the Daily Quantities for Delivery allocated to each Transmission User at the LNG Entry Point by Transmission Users on Day d.

$\boldsymbol{\Pi_{\varepsilon\xi,d}}$: The quantity of Natural Gas delivered at the LNG Entry Point on Day d for use of Balancing Services.

$\boldsymbol{M_d}$: The quantity of Natural Gas measured at the LNG Entry Point on Day d.

$\boldsymbol{n}$: The number of Transmission Users that have booked Transmission Capacity for Delivery at the LNG Entry Point.

3. The total position of the LNG Operational Balancing Account on Day d refers to the algebraic sum of all daily positions from the date on which the Account was first established up to Day d, and is calculated as follows:
    1) For the first Day of application of the LNG Operational Balancing Account, its total position is deemed equal to that Day's daily position.
    2) For each subsequent Day d, the total position of the LNG Operational Balancing Account is the algebraic sum of:
        a) its total position on the previous Day (Day d–1), and
        b) its daily position on Day d.
4. The Operator shall decide on the maximum and minimum allowable limits of the total position of the LNG Operational Balancing Account and notify them to RAEWW. These limits may be revised at the Operator's discretion and are published in the Electronic Information System.

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5. The Operator must make every reasonable effort to ensure that the daily position of the Account remains as low as possible and within the limits defined in paragraph [4] of this Article.

Article 42[B]
Allocation Methodology at the LNG Entry Point

1. The allocation of Quantities to Transmission Users at the LNG Entry Point shall be carried out in accordance with the provisions of this Article.
2. Subject to paragraphs [3], [4], and [5], the Quantity of Natural Gas allocated to each Transmission User for Delivery at the LNG Entry Point on Day d shall be equal to the User's Confirmed Quantity for Day d, pursuant to Article [27].
3. If applying the allocation methodology of paragraph [2] for any Day d would cause the total position of the LNG Operational Balancing Account to fall outside the limits established under Article [42[A]], the methodology of paragraph [2] shall be suspended for Day d, and the following shall apply:
   A) The allocation of the Quantity of Natural Gas for Delivery shall be performed in accordance with Article [42]; and
   B) The total Quantity of Natural Gas delivered at the LNG Entry Point on Day d shall be calculated as the difference between: the measured Quantity of Natural Gas at the Entry Point on Day d, and the Quantity of Natural Gas injected by the Operator into the NNGTS through that Point on that Day for load balancing or for Operational Gas offsetting.
4. In cases where the sum of all nominated Quantities is lower than the Minimum Regasification Rate of the LNG Facility, and applying the allocation methodology of paragraph [2] for Day d would cause the total position of the LNG Operational Balancing Account to exceed the maximum limit established under Article [42[A]], the Quantity for Delivery allocated to each LNG User shall be calculated as the sum of: the User's Confirmed Quantity for Day d and the product of the measured Quantity at the LNG Entry Point on that Day, reduced by: a) the Quantity injected by the Operator during that Day for load balancing or Operational Gas offsetting, and b) the sum of all LNG Users' Confirmed Quantities, multiplied by the proportion of that LNG User's Reserve to the total Reserves of all LNG Users at the start of Day d.
5. If, on any given Day, the provisions of paragraph [8] of Article [70] apply, the LNG Quantity injected by the Operator for technical reasons shall be allocated among LNG Users holding an LNG Reserve, in proportion to their respective LNG Reserve at the start of that Day.

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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 ΜΠi, 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 ΜΠi, 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 ΜΠi, 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 $ΜΠ^i$ 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 $ΜΠ^i$ 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

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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 $МП^{i}$ 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[OBJ] in accordance with paragraph [4], subparagraph (ii)(a) of this article.

5. The total Natural Gas Quantity $МП^{i}$, 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 $МП^{i}$ 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 [OBJ]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 $МП^{i}$ 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 [OBJ] 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).

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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 an 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 or their Approved Applications for Transfer of Use, 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), $Q_i^{d,M}$, 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 (9th) working Day, for each Transmission User so that they can be

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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 $Q_i^{d,M}$ 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 $Q_i^{d,M}$ 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.

8. In the Interconnection Agreement concluded between the Operator and the Distribution Network Operator pursuant to Article [21], the allocation of Natural Gas Quantities at the Distribution Network Exit Points included in that Interconnection Agreement shall be carried out according to a methodology mutually agreed between the Operator and the Distribution Network Operator. Such methodology forms an integral part of the Interconnection Agreement.

Article 43
Allocation Procedure

1. By 14:00 hrs on Day d+1, the Operator sends, 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 or an Approved Application for Transfer of Use which is 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:

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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 Services, Approved Applications for Interruptible Services or Approved Applications for Transfer of Use, 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 or Approved Application for Transfer of Use, 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 [42C]. 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 (7th) 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 [42D], may agree, for a given Day, on an allocation of quantities different to the Initial Allocation for this point. This agreement is established in writing and is submitted to the Operator via a respective form available through the Electronic Information System by the ninth

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(9th) 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 [42D]. 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 or Approved Application for Transfer of Use, 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.

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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 effective 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.

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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 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]

Sale and purchase of Short-term Standardized Products by the Operator

1. The sale and purchase of Short-term Standardized Products by the Operator shall be carried out on the Trading Platform either through continuous trading or through auctions.

2. The characteristics of Short-Term Standardized Products for the sale and purchase of Balancing Gas by the Operator, as well as their disposal process are defined in Article 7 of Regulation 312/2014 and in the Trading Platform Rulebook.

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3. The Trade Notification that pertains to the acquisition/disposal of a Quantity of Natural Gas for Gas Balancing purposes, shall be submitted by the Trading Platform Operator to the Operator, in accordance with the provisions of Article [29^{D}].
4. The notification process followed by the Operator on the intention to purchase or sell Short-term Standardized Products for Gas Balancing purposes, the methodology for the calculation of the highest and/or lowest unit price of the bids that have been submitted by the Operator to the Trading Platform, as well as all other related details are described 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 RAEWW an Annual Gas Balancing Plan for the next Year, which, as well as each modification thereof, shall be approved by the RAEWW 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 Regasification 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.

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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 RAEWW 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 RAEWW:
   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 RAEWW 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.

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7. Within thirty (30) days from the date of submission of the data, RAEWW 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 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 Regasification 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 Regasification 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 Regasification 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 Regasification 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 Regasification 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 Regasification 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

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accordance with the NNGS Usage Tariff that is valid at the time the Balancing Action took place, and

(ii) The charge for the Regasification 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_{Π}: The Daily Delivery of the User.

Q_A: The Daily Reception of the User.

where:

HΔΠZ,j: QΠΣ,j – QAΣ,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 Coupled Transmission 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.

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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 :

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$$\min(DIP, 0) + \sum_{j=1}^{j=jt} \min(HZ\Pi\Delta_j, 0)$$

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:

$$\text{Daily Charge} = \left[|\min(DIP0)| + \sum_{j=1}^{j=jt} |\min(HZ\Pi\Delta_j, 0)|\right] * \text{BGMBP}$$

Where:

BGMBP The Balancing Gas Marginal Buy Price for the relevant Day, as defined in Article [53^{A}].

DIP, HZΠΔj 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:

$$\text{Daily Credit} = \left[max(DIP, 0) + \sum_{j=1}^{j=jt} \max(HZ\Pi\Delta_j, 0)\right] * \text{BGMSP}$$

Where:

BGMSP: The Balancing Gas Marginal Sell Price for the Day in question, as defined in Article [53^{A}].

DIP, HZΠΔj and jt as described in article 50.

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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 buy price for Short-Term Standardized Products by the Operator, which pertain to Day (d) and which were purchased on Day (d-1) and on Day (d), and

   B) Of the Gas Weighted Price for the Day (d), plus the small adjustment stipulated by the provisions of paragraph 6, 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 sell price for Short-Term Standardized Products by the Operator, which pertain to Day (d) and which were sold on Day (d-1) and on Day (d), and

   B) The Gas Weighted Price for the Day (d), less the small adjustment stipulated by the provisions of paragraph 6, Article 22 of Regulation (EU) No 312/2014.

5. The Gas Weighted Price for a Day (d) is defined as the weighted, as regards the Quantity of Natural Gas, average price for all transactions that were made via the Trading Platform concerning title products that pertain to Day (d) and which were sold or purchased on Day (d-1) and on Day (d), with the exception of transactions realized under the provisions of case C), paragraph [1], Article [20[J]].

6. In the event that in one Day (d):

   A) No sale or purchase transactions of Short-Term Standardized Products were undertaken by the Operator, as per the provisions of case A), paragraphs [3] and [4], respectively, and/or

   B) No transactions were undertaken under the provisions of paragraph [5], or transactions were undertaken but the minimum liquidity limit of the Trading Platform was not met, as same is defined in the Gas Balancing Manual;

   the following apply:

   i) 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 the reason that makes it impossible to calculate the BGMBP in accordance with paragraph [3].

Unofficial translation

ii) 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 the reason that makes it impossible to calculate the BGMSP in accordance with paragraph [3]...

7. The methodology for the calculation of the substitution prices 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, the minimum liquidity limit at the Trading Platform and all related details shall be set out in the Gas Balancing Manual and shall be published on the Operator's website.
8. After each transaction, the Trading Platform Operator shall calculate and announce the current BGMBP and BGMSP prices for one Day (d), as calculated based on information available at the time of announcement and in accordance with the specific provisions of the Trading Platform Rulebook.
9. The Trading Platform Operator shall inform the Operator regarding the BGMBP and BGMSP of Day (d) and all information necessary for their calculation, in accordance with the provisions of paragraphs [3] to [5], at the time specified in the Trading Platform Agreement.
10. Regarding each Day (d), the Operator shall announce The Balancing Gas Marginal Buy Price (BGMBP), the Balancing Gas Marginal Sell Price (BGMSP), the Gas Weighted Price and the value of each parameter that is used in their calculation, by 11:00 of Day (d+1).

Unofficial translation

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] and [53], respectively.
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.

D) The relevant, on a case-by-case basis, settlement price of the Transmission User's DIP, pursuant to the provisions of Article [53^{A}].

E) 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/Regasification 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 as well as all expenditure incurred by the Operator for participating in the Trading Platform 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. 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.

Unofficial translation

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 RAEWW 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 use of Transportation Capacity/Regasification 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 RAEWW. A Summary of Audit Report shall be available on the Operator's website for Transmission Users' information.

Unofficial translation

CHAPTER 8[A]

OPERATIONAL GAS OFFSETTING

Article 56[A]

Operator's Responsibility for Operational Gas Offsetting and of the NNGTS Energy Cost

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 NNGTS Energy Cost during a specific period shall be defined as the sum of the Operator's cost deriving from the purchase of CO_2 emissions allowances and from electricity consumption for the NNGTS operation. The Operator shall exert any effort to minimize the NNGTS Energy Cost.
3. 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.
4. 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 RAEWW:
   A) A Study of Operational Gas Offsetting for the next Year, which, as well as each modification thereof, will be approved by the RAEWW 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

   and

   D) a provision on the supply of the Operational Gas through the Trading Platform

Unofficial translation

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 56[C]
Acquisition of Operational Gas

1. The Operator, based on operational and economic efficiency criteria, acquires Natural Gas for Operational Gas offsetting purposes through:
   A) Standardized products available on the Trading Platform; and/or
   B) Operational Gas Offsetting Agreements, in accordance with Article [57].
2. The characteristics of the standardized products and their disposal process are defined in the Trading Platform Rulebook.
3. The Trade Notification that pertains to the acquisition of a Quantity of Natural Gas for Operational Gas offsetting purposes, shall be submitted by the Trading Platform Operator to the Operator, in accordance with the provisions of Article [29[D]].

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 RAEWW 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 RAEWW 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.

Unofficial translation

Article 58

Operational Gas Offsetting cost and Energy Cost of the National Natural Gas Transmission System

1. In case that the cost of Operational Gas Offsetting and the Energy Cost of NNGTS have 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 these costs.
2. In case the above cost, as it derives from the officially kept accounting records for each reference period, has not been co-calculated as operating expense of the Operator, in the NNGS Usage Tariff, it is recovered by 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 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.
   D) The Energy Cost of the NNGTS is recovered through the balancing process of the NNGTS Offsetting Account in accordance with the article [60^{B}].
3. After the end of each Month, the Operator shall announce the following in its webpage for the previous Month:
   A) The Natural Gas supply cost for offsetting the Operational Gas.
   B) The Energy Cost of the NNGTS

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 by the Operator when the relevant transaction is performed outside the National Natural Gas Transmission System.
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:

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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 proportionally 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 proportionally to the sum of the Total Transported Quantity of all Transmission Users 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 RAEWW, according to the provisions of Article 69(5) of the Law. Submission of the Operator's proposal to the RAEWW 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 arrangement of the debit balance of each User is performed with the invoice of Operational Gas Offsetting Charge issued by the Operator each Month. The Monthly Operational Gas Offsetting Print-out is attached to the invoice sent to the User each month, as per the template published on the Operator's website.

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Unofficial translation

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 Quantity 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. As it derives from the officially kept accounting records of the Operator, the value of the Natural Gas Quantity injected into the National Natural Gas Transmission System due to the negative UFG value for each reference period, is registered as the Operator's income in the Offsetting Account of the National Natural Gas Transmission System.

4. As it derives from the officially kept accounting records of the Operator, the value of the Natural Gas Quantity that was taken from the National Natural Gas Transmission System due to a positive UFG value for each reference period, is registered as the Operator's expense in the Offsetting Account of the National Natural Gas Transmission System.

5. 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.

Unofficial translation

Article 60[B]

Offsetting Account of the National Natural Gas Transmission System

1. The Operator keeps a separate financial account (Offsetting Account of the National Natural Gas Transmission System) 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, the value of any positive UFG value as well as for the Energy Cost of the National Natural Gas Transmission System and shall be credited with the amounts collected from the Users via the Operational Gas offsetting Charge as well as with any negative UFG value.
2. The Offsetting Account of the National Natural Gas Transmission System also records as an expense each User's past debt to the Operator related to Operational Gas offsetting, to the value of any positive UFG value and to expenses relating to the National Natural Gas Transmission System Energy Cost 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 Offsetting Account of the National Natural Gas Transmission System is the difference between the initial debt 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 Offsetting Account of the National Natural Gas Transmission System 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.
3. The Offsetting Account of the National Natural Gas Transmission System 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 and in accordance with the accounting separation rules for each reporting period, and cannot introduce profit or loss.
4. 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.
5. For this purpose, after the end of each Month, the Operator shall issue and send to each Transmission User an Offsetting Account Balancing invoice of the National Natural Gas Transmission System accompanied by a Monthly print-out in accordance with the template published on the Operator's webpage.

Unofficial translation

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, is delivered by the LNG TL Facility or is 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). Furthermore, the NNGS Metering Regulation sets out the technical metering requirements for the Control and Metering Unit (CMU) of the Biomethane Facility, aiming to ensure quality control, metering, and the remote transmission of data relating to the biomethane produced.

Unofficial translation

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 or LNG TL 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.

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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 LNG Unloading.
6. 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 RAEWW.

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:

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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 LNG Unloading.

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 RAEWW.

Article 65[A]

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

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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 65[B]
Mandatory Regasification of LNG Quantities exclusively for the Service of Protected Consumers

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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 Regasification 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 Regasification 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 Regasification 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:

$$Q_{i,d} = Q_d \cdot \frac{\mathrm{HAY}'_{\mathrm{i,d}}}{\sum_{i=1}^{i=n} \mathrm{HAY}'_{\mathrm{i,d}}}$$

where,

$Q_{i,d}$ the quantity allocated to the LNG User (i) on Day 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 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 considered to be nil.

Unofficial translation

$HAY'_{i,d}$ 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 and the sum of the Final LNG TL Filling Quantities for each TLS-User served for Day d, and after the provisions of Chapter [10] have been applied.

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) ($HAY_{i,d}$) in paragraph [2] of Article [77] of the Code by adding the LNG quantity ($Q_{i,d}$) to the LNG quantity gasified on behalf of User (i) on Day d (APi, d).
6. For Transmission Users for which mandatory Regasification 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].

Unofficial translation

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 Regasification 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. The Basic LNG Service is provided by the Operator to LNG Users:

   A) with an Approved LNG Regasification Capacity Booking Application and an Approved Transmission Application with which bundled LNG Capacity is booked, as a result of their participation in the LNG Annual Planning process according to articles [81] to [83]; or

   B) with an Approved LNG Regasification Capacity Booking Application and an Approved Transmission Application through which Bundled LNG Capacity is booked, either following the submission of an LNG Regasification Capacity Booking Application under Article [71], and/or as a result of participating in the procedure described under point (A) above, and with an Approved Scheduled LNG Unloading Application following the submission of a Scheduled LNG Unloading Application pursuant to Article [84],

in accordance with the more specific provisions of the Code, the LNG Agreement and the Standard Transmission Agreement.

4. The Basic LNG Service is available exclusively to LNG Users who are also Transmission Users, therefore a condition for its provision is the conclusion of an LNG Agreement according to article [70A] and Transmission Agreement according to article [6A]. Any change of LNG Regasification Capacity is carried out jointly with the respective Bundled Delivery Capacity on Firm Basis at the LNG Entry Point, as Bundled LNG Capacity.

Unofficial translation

5. 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.
6. 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.
7. 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
8. 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.
9. The Basic Service is not provided for Balancing LNG Quantities
10. 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 Yearly Plans under articles 81 to 86.

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 Unloading Day of each LNG Quantity is defined to be the first Day of the Unloading Period. The LNG Unloading Day is determined following a relevant application by the LNG User, as per the provisions of articles [84] and [85].
3. Seventy two (72), forty eight (48), twenty four (24) and twelve (12) hours before the scheduled LNG Unloading Day, the LNG User or its representative notifies the Operator of the expected arrival time of the LNG vessel. In case the name of the LNG vessel that is expected to unload at the LNG Facility is different than the one included in the Annual Plan, the LNG User or its representative shall inform the Operator regarding the name of the vessel that is about to unload, the latest seventy two (72) hours prior to the scheduled LNG Unloading Day. The Annual Schedule shall be amended accordingly by the Operator. The Operator shall not allow the LNG Unload to take place if the name of the carrying vessel is different than the one included in the Annual Plan.
4. The LNG User or its 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

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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 representative of those users in 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 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 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 Annual 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. The Unit Charge for LNG Unloading Time Violation may be redetermined by decision of the Operator followed by approval of RAEWW, according to the provision of paragraph 5, article 69 of the Law, five (5) months before the beginning of each 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

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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 behalf, 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. 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 Annual 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. The Unit Demurrage Calculation Charge may be redetermined by decision of the Operator, subject to approval by the RAEWW, according to the provisions of Article 69(5) of the Law, and thereafter five (5) months prior to the beginning of every 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.
11. 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 Annual LNG Plan, regardless of the time of transmission of the relative Notices of Arrival at the Anchorage.
12. 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.
13. 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.

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

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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 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 two percent (2%) in case of excess and ten percent (10%) in case of deficit.
6. The LNG Quantity Planning Charge is calculated as the product of the Planned LNG Unloading Cancellation Charge, as same is calculated as per point B) of paragraph [1] of Article [86], multiplied by the ratio of the absolute value of the difference between the Injected and the Nominated LNG Quantity to the Nominated LNG Quantity, multiplied by four (4). 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. The multiplier and the upper limit of the Quantity Planning Charge may be redetermined by decision of the Operator, subject to the approval of the RAEWW, according to the provisions of Article 69(5) of the Law, five (5) months before the beginning of every 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 [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

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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

10. For the purposes of applying the provisions of Articles [69], [70], [71], [84] and [85] of the Code, the LNG Injection Time (t_{XE}) shall be taken to be equal to:

    A) Eighteen (18) hours, in the event that the sum of LNG Cargos unloaded during an unloading from the same LNG ship does not exceed five hundred and ten million (510,000,000) kWh.

    B) Thirty six (36) hours, in case the sum of LNG Cargos unloaded during an unloading from the same LNG ship exceeds five hundred and ten million (510,000,000) kWh.

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.

3. The Temporary Storage Area for each LNG Quantity is determined as follows:

    A) During the LNG Injection Time, the Temporary Storage Area takes a maximum value (Maximum Temporary Storage Area). Throughout the duration of LNG Injection, it is considered that there is concurrent performance of LNG regasification at an hourly regasification rate calculated according to the following formula:

    $$\Omega TPA = \frac{\Phi}{\nu * 24} \quad \text{(kWh/hour)}$$

    Where:

    ΩΤΡΑ: The hourly Regasification rate (kWh/hour),

    Φ: The LNG Cargo (kWh) as declared by the User in accordance with the provisions of Articles [84] or [85] or with the process of the Annual LNG Planning.

    ν: The Temporary Storage Period (Days) as declared by the User in accordance with the provisions of Articles [84] or [85] or with the process of the Annual LNG Planning

    The Maximum Temporary Storage Area is defined according to the following formula:

    $$\text{ΜΧΠΑ} = \Phi - \Omega TPA * t_{XE} \quad \text{(kWh)}$$

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Where:

ΜΧΠΑ: The Maximum Temporary Storage Area (kWh)

t_{XE}: The LNG Injection Time of the LNG Cargo (hours), calculated according Para 10 of Art [68].

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 Annual 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 Annual 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 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.

7. In the event that an LNG vessel carries two or more LNG Cargos for unloading at the LNG Facility of one or more LNG Users, the Injection Time is common to all LNG Cargos and is equal to the maximum Injection Time calculated as per the provisions of paragraph [10], Article [68]. The Injection of LNG Cargos is considered to be completed simultaneously for all Loads.

Article 70
LNG Regasification

1. For the regasification of the LNG and its subsequent injection into the NNGTS, each LNG User is obliged to book part of the LNG Facility Regasification Capacity which is at least equal to the respective LNG User Regasification Capacity as well as Equal in volume and Duration Firm Transportation Capacity for Delivery at the LNG Entry Point, in his capacity as a Transmission User.

2. The Minimum Regasification Capacity of LNG is calculated according to the following formula:

$$\text{EΔA} = \frac{\Phi}{\nu^2 * 24} * \left[\nu * 24 - t_{XE}\right] \text{ (kWh/Day)}$$

Where:

ΕΔΑ: Minimum Regasification Capacity of an LNG Quantity (kWh/Day)

Φ: The LNG Quantity (kWh) as declared by the User according the provisions of Articles [84] or [85] or per the procedure of the Annual LNG Planning

ν: The Temporary Storage Period (Days) as declared by the User according the provisions of Articles [84] or [85] or per the procedure of the Annual LNG Planning

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t_{XE}: The LNG Injection Time of each LNG Quantity (hours), according para. 10 of Article [68].

3. The Minimum Regasification Capacity of an LNG User for each Day is defined as the sum of the Minimum Regasification Capacities of the LNG Quantities of the LNG User, for which the corresponding Unloading Time has not expired.
4. The LNG Quantity which is Gasified every Day on behalf of the LNG User and which the Operator is obliged to receive at the LNG Entry Point, is determined by the Confirmed Quantities of this LNG User as a Transmission User, as calculated according to the Chapter procedure [4] of the Code, without prejudice to the observance of other provisions of the Code and in particular the provisions of Articles [69] and [79].
5. In the event that the LNG User books Regasification Capacity through more than one (1) Approved LNG Regasification Capacity Applications under the LNG Agreement entered into with the Operator, the Total Booked Regasification Capacity of the LNG User is defined for each Day as the sum of the Regasification Capacity that the LNG User books through each Approved LNG Regasification Capacity Application in effect on this Day.
6. 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.
7. The Operator may, at its discretion, modify the LNG Regasification rate, irrespective of Users' Confirmed Quantities at the LNG Entry Point, in order to ensure optimal operation of the LNG Facility.
8. If, on a given Day, the sum of all LNG Users' Confirmed Quantities is zero and the Operator has not performed any balancing action through the LNG Entry Point on that Day, yet injects a Quantity of Natural Gas into the NNGTS through the LNG Entry Point for technical reasons, that Quantity shall be allocated to the LNG Users holding an LNG Reserve on that Day, in accordance with Article [42B].

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 Agreements 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).

Unofficial translation

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 counterparty User 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 electronically submit to the Operator via a separate module of the Electronic Information System, 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 and if the application and the accompanying documents are not electronically signed, they shall be submitted in physical form. 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 in physical form.
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 in digital and/or physical form, as applicable. 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, 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 being notified by the Operator. 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 to the User, together with the relevant supporting documentation, and will then be communicated to RAEWW.
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.

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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.

12. Each Approved Scheduled LNG Unloading Application and each Approved LNG Regasification Capacity Application forms an integral and indivisible part of the LNG Framework Agreement if it is concluded in accordance with the relevant provisions of the Code, as its implementing contract.
13. In the event that a concluded LNG Framework Agreement is terminated or dissolved for any reason and until the full and complete settlement of all overdue liabilities of the LNG User towards the Operator arising from that agreement, the LNG User is not entitled to submit a new Application for Conclusion of an LNG Agreement.

Article 71

LNG Regasification Capacity Booking Application

1. The right to submit an Application for LNG Regasification Capacity Booking (LNG Regasification Capacity Application) is reserved for LNG Users who are at the same time Transmission Users.
2. The LNG Regasification Capacity Application is accompanied by an Application to the Operator for Firm Transmission Services, and is submitted via the respective module of the Electronic Information System, according to article [8], for the booking at the LNG Entry Point of Capacity of Delivery on a Firm Basis, equal in size and duration to the LNG Regasification Capacity nominated in LNG Regasification Capacity Application.
3. With the LNG Regasification Capacity Application, the User nominates the desired duration of the Application and the LNG Regasification Capacity it wishes to book.
4. For the commitment of Regasification Capacity through LNG Auction, the process of submitting LNG Regasification Capacity Application of this article does not apply. For Users who participated in a LNG Auction in accordance with Articles [81] to [83], the result of the LNG Auction in terms of the Regasification Capacity booking is considered an Approved LNG Regasification Capacity Application and produces all legal effects, according to Code, the LNG Agreement, the NGTS Tariffs and the NGTS Tariff Regulation.
5. The duration of the LNG Regasification Capacity Application includes an integer number of Days, with the exception of the case of in-day commitment of part of the LNG Facility Regasification Capacity, as defined in case iii) of paragraph [8].
6. LNG Regasification Capacity Application the duration of which extends to Year Y is submitted at the earliest after the completion of the last LNG Annual Planning which relates to Year Y. The Day of submission of LNG Regasification Capacity Applications, the duration of which extends to Year Y, is announced to LNG Users by the Operator the day following the Completion Day of the last Annual LNG Planning which relates to this Year and may not be less than three (3) Days from that Notification Day.
7. The duration of the LNG Regasification Capacity Application which falls under the provision of paragraph [6], may not extend beyond Year Y.

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8. In case of a Scheduled LNG Cargo Unloading Application, as per article [84], for the Unloading of LNG Cargo within Year Y, the Temporary Storage Period of which extends within Year Y + 1, the following shall apply cumulatively:
   A) The duration of the submitted LNG Regasification Capacity Application may not exceed the last Day of the Temporary Storage Period of the said LNG Cargo.
   B) The requested booking of part of the LNG Regasification Capacity is the minimum required in order for the total Regasification Capacity booked by the User to be equal to the EDA of the said Cargo for each Day of the Temporary Storage Period.
9. The LNG Regasification Capacity application is submitted to the Operator via the respective module of the Electronic Information System, in accordance with the terms of the LNG Agreement, the provisions of the Code, and the terms and conditions of access to the Electronic Information System, no later than:
   i) at 03:00 of the Day preceding the day when provision of LNG Regasification Capacity starts,
   ii) at 11:00, 15:00, 19:00 and 23:00 of the Day of the provision of LNG Regasification Capacity for that Day. In this case, the Operator announces to the Electronic Information System, until 10:00 of the Day on which the LNG Regasification Capacity is provided, the part of the Regasification Capacity for that Day, which can be booked by the LNG Users on a daily basis.
10. When evaluating LNG Regasification Capacity Requests, the Operator adheres to the order of priority of their submission. The LNG Regasification Capacity Application is evaluated in parallel with the Firm Services Application with which it is submitted.
11. The Operator decides on the LNG Regasification Capacity Application within five (5) days from the LNG Regasification Capacity Application Date taking into account, in particular, the Regasification Capacity committed by other LNG Users, the Annual LNG Plan and the LNG Annual Maintenance Program of the NGTS.
12. In case the Administrator deems that the LNG Regasification Capacity Application is complete and there is no reason for its rejection according to the provisions of paragraph [15], it approves the LNG Regasification Capacity Application (Approved LNG Regasification Capacity Application) through the respective module of the Electronic Information System, as follows:
   A) If the Application is submitted in accordance with sub-paragraph i) of paragraph [9], no later than 03:30 of the previous day from the Day of commencement of the provision of LNG Installation Use services,
   B) If the Application is submitted in accordance with sub-paragraph ii) of paragraph [9], within thirty (30) minutes from the expiration of the deadline for submitting the LNG Regasification Capacity Application.
13. The provision of services by the Operator, in the context of any Approved LNG Regasification Capacity Application, is carried out in accordance with the terms of the LNG Contract and the relevant provisions of the Code and the NGTS Tariff Regulation. Approved LNG Regasification Capacity Application is revoked only for an important reason and only with the agreement of the Operator.

Unofficial translation

14. The Operator shall reject the LNG Regasification Capacity Application in case it is incomplete or there is a reason for denial of access in accordance with the provisions of paragraph [15]. The rejection of an LNG Regasification Capacity Application is fully documented by the Administrator, notified to the applicant via the respective module of the Electronic Information System accompanied by any supporting documents and evidence and is then notified to RAEWW.
15. Denial of access is allowed if:
    A) The approval of the LNG Regasification Capacity Application may prevent the Operator from fulfilling the obligations of providing utility services assigned to him.
    B) The reasons are met and the procedure has been followed according to the provision of article [68], paragraph [2], case a), fifth paragraph of the Law.
    C) The requested Regasification Capacity exceeds the available Regasification Capacity of the LNG Facility.
    D) The required guarantees have not been provided by the LNG User, in accordance with the provisions of Chapter [3A].
    E) The deadlines provided in the provisions of this article are violated.
    F) The LNG Regasification Capacity application is submitted by an unauthorized representative of the LNG User.
    J) In the context of the obligation to commit LNG Capacity:
        i) No Application for Firm Services has been submitted for an equal size and equal duration of Transport Capacity of Delivery on Firm Basis at the LNG Entry Point, according to article [8].
        ii) The LNG User did not become a successful bidder in the LNG Auction procedure, according to articles [81] to [83].

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 insertion services, displacement of inert gas with natural gas and LNG vessel 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.

Unofficial translation

5. The List of Additional LNG Services, as well as any modifications thereto, will be notified to the Regulatory Authority for Energy (hereinafter RAEWW) 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.

Unofficial translation

Article 73
Transfer of Booked Regasification Capacity, Additional Storage Area Temporary Storage Area and LNG Slot

1. Each LNG User (Transfer User) may enter into a transfer agreement with another LNG User (User Transferee):

A) For all or part of the Regasification Capacity, which it has booked according to article [71] or during the Annual Planning process according to articles [81] to [83].

B) For all or part of the Additional Storage, which it has reserved under Articles [76] and [76A].

C) For the whole or part of a Standard LNG Slot or LNG Slot, which has been included on its behalf in the Annual LNG Plan.

2. It is not assigned:

A) Without prejudice to indent C) of paragraph [1], Regasification Capacity corresponding to the EDA of an LNG cargo which is included in the Annual LNG Plan, until the end of the unloading Time of the LNG cargo in question,

B) The whole or part of the Temporary LNG Cargo Storage Area that has been allocated within the Basic LNG Service according to the Annual LNG Plan, until the end of the unloading Time of the said LNG Cargo.

3. With the transfer agreement, the Transferor and the Transferee agree that the Transferee fully enters into the rights and obligations of the Transferor arising from the provisions of the Code and the terms of the LNG Agreement regarding the transferred size in cases A) to C) of paragraph [1] and becomes solely responsible to the Operator for the fulfillment of these obligations and in particular those related to the payment of the current Invoice for the use of the NGTS and the current Tariff Regulation of the NGTS as well as for any financial obligations that arise from the commitment of the Additional Storage under Articles [76] and [76A].

4. The transfer agreement, as regards the NNGS, shall take effect upon the consent of the Operator. To this end, the Transferor and Transferee User shall submit, via the Electronic Information System, the necessary details of the concluded agreement, excluding any commercially sensitive information. In particular, the Contracting Parties shall submit to the Operator, by completing the corresponding fields in the Electronic Information System, the transferred size, the unique number (code) of the Approved Application, to which the transferred size relates and shall submit any details relating to such transfer, until 13:00 of the previous Day from the Day on which the transfer takes place. Upon submission of the above information, the Transferor and Transferee User are deemed to have reached an agreement on the requested transfer. In case the transfer Contract also transfers a Minimum LNG Regasification Capacity or Temporary Storage Space, the above data are submitted to the operator no later than the Day following the completion of the LNG Cargo Injection.

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5. Transfer requests shall be submitted to the Operator on the Day following the completion of the latest Annual LNG Planning of the Year in which the transfer takes place.

6. Especially for case C) of paragraph [1], Transferor and transferee User further specify, via the respective module of the Electronic Information System, the size of the LNG Cargo and estimate, based on that, the Temporary Storage Corresponding to the size of the transferred LNG Cargo, via the respective module of the Electronic Information System. In the event that the User Transferee has not booked the total bundled LNG Capacity, which corresponds to the Minimum Regasification Capacity of the transferred size of the LNG Cargo, the size of the remaining Bundled LNG Capacity needed to correspond to the aforementioned Minimum Regasification Capacity is obligatorily transferred to the User Transferee by minimum. The relevant requests are submitted until 12:00 of the second day before the unloading Day. For the cases regulated by this paragraph, after the acceptance of the transfer, the relevant LNG cargos are considered to have the same Temporary Storage Period, Unloading Day and Unloading Time.

Upon acceptance of the transfer request by the Operator, via the respective module of the Electronic Information System

Article 73^{A}
Lease of Booked Regasification Capacity, Additional Storage Area and Temporary Storage Area

1. Every LNG User (Lessor User) may conclude a LNG lease agreement with another User (Lessee User,),
   A) For all or part of the Regasification 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 Regasification 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 Lessee where 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

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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 Regasification 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 Booked Regasification Capacity, Additional Storage Areas, Temporary Storage Areas and LNG Slot on the secondary market

1. Each LNG User is obliged to offer any part of the Booked Regasification Capacity, Additional Storage, Temporary Storage Areas and LNG Slot that it considers it will not use for a given period, according to the provisions of this article (LNG Amount) to third party users for transfer as per article [73], or lease as per article [73^{A}]). The LNG Amount, if available, will be made available either via the Electronic Trading System or by direct negotiation in accordance with the stipulations of this article. The Offer on the secondary market of LNG Regasification Capacity is performed jointly with the Offer of the respective Reserved Capacity for Delivery on Firm Basis at the LNG Entry Point, as bundled LNG Capacity.

2. For the disposal of 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 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 LNG Amount. If the LNG Amount relates to Booked Regasification Capacity and/or to Temporary Storage Area, the LNG User must enter the proportion of the amount offered against each Approved LNG Regasification Capacity Application separately.

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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 LNG Amount available under the same offer at the same price. Interested Users declare acceptance of the offer of an LNG Amount via the Electronic Transactions System. The offering User will be informed of any such acceptance via the Electronic Transactions System.

4. In the case of disposal of the 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 Regasification 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 and the Operator's website.

(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 the respective module of the Electronic Information System or via email.

B) Furthermore, LNG Users may dispose of the 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 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 Regasification 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 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 Offeror and/or the User

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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 Booked Regasification Capacity, Additional Storage Area and Temporary Storage Area to the RAEWW. The report will describe instances where the 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 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 RAEWW, 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 the 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 the 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 Regasification Capacity

1. Under a justified Operator decision, as per the provisions of Article 71(5) of the Law, Regasification 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] during the time period in question and

   C) Other LNG Users or third parties have submitted requests to the Operator to book Regasification 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 Regasification Capacity is released. The Release of LNG Regasification Capacity is performed jointly with the Release of the respective Reserved Capacity for Delivery on Firm Basis at the LNG Entry Point according to Art [14], as bundled LNG Capacity.

3. Changes in the Booked Regasification Capacity of the LNG User as per the provisions of this article do not constitute a change for which it is necessary to

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modify the Approved LNG Regasification Capacity 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 LNG Regasification 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 Regasification 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 Regasification 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 Regasification Capacity for at least 70% of the time during which the average value of the sum of Used Booked Regasification Capacity is less than 80% of Booked Regasification Capacity.

6. The Operator may, at the request of RAEWW, 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 Regasification Capacity on the secondary market. The information submitted by the User will be forwarded to RAEWW. If the LNG User does not provide a justified explanation in due time or provides inadequate explanation for non-usage of the Regasification 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 Regasification 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. 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 conclusion between an applicant in case C) of paragraph 1 and the Operator or other interested party (New LNG User) of the implementing contract arising from the Approved LNG Regasification Capacity Application in the context of the relevant LNG Agreement, the LNG User releasing Booked Regasification 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 Regasification 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:

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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 RAEWW, 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), (b) for supply of public utility services, and (c) for gas offsetting for the Operational Needs of the LNG Facility in accordance with the provisions of Article [80] (Storage Space for the Operational Needs of the LNG Installation), and (d) for management of the LNG Operational Balancing Account in accordance with Article [80[1]] (Storage Space for managing the LNG Operational Balancing Account).

2. By March 10th of each Year, the Operator will submit a proposal to the RAEWW 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. RAEWW 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 RAEWW, 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:

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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 Regasification Capacity of the LNG Facility.

D) The Annual 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 unloading or amended unloading of LNG, as per article [84] and [85], 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 Annual LNG Plan as per article [86] paragraph [22].

   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 16:00 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

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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 paragraph [1] is above zero.

   B) The Annual LNG 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 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 Scheduled LNG Application in the framework of an 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 $(MSi,d - MEA\Pi i,d) \geq 0$, or

$MCapSi,d = \min(|MSi,d - MEA\Pi i,d|, MaxΠAXMd)$, if $(MSi,d - MEA\Pi i,d) <$

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

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B) has been transferred to the LNG User (i) from other LNG Users, taking into consideration the approved from the Operator transfers until 13:00 of the 6th day before month M,

minus the sum of the part of Available 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 from the Operator until 13:00 of the 6th day before month Me, and

E) the release from the User (i) according to article [76D]

ΜΕΑΠi,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:

ΜΕΑΠi,d = ΜΗΑΠi,ref + MCargo + ΠΣ

Where:

ΜΕΑΠi,d, (kWh): The Estimated Reserve of LNG User (i) for Day (d)

ΜΗΑΠi,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 precedes 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 precedes the Day of the announcement of Additional Storage Space available for booking according to par.[1] and up to Day (d).

ΠΣ, (kWh): The difference between the total LNG Quantity that was sold to the LNG User (i) from other LNG Users and the quantity that was sold from LNG User (i) to other LNG Users through LNG Transactions, and (b) to the Operator, for Operational LNG Facility Offsetting and/or for balancing purposes, during the timeline from the Day of the announcement of Additional Storage Space available for booking according to par.[1] and up to Day (d).

G) For 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),

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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. Users can freely modify their offers until the deadline for submission according to paragraph [3]. Each new offer of the User replaces his previous offer. The newest offer is registered at the time of its submission. In the event that the LNG User's latest offer is not valid, the User is bound by his last valid offer submitted.
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.

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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 kilowatt-hours (1000 kWh), as well as the unit price offered expressed in Euro per thousand kilowatt 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 $(DSi,d - DEAΠi,d) \geq 0$, or

$DCapSi,d = \min(|DSi,d - DEAΠi,d|, MaxΠAXDd)$, if $(DSi,d - DEAΠi,d) < 0$,

Where:

DCapSi,d, (kWh): The upper limit of Additional Storage 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 Monthly 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 16:00 of 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 16:00 of the Day of the execution of the Daily Offer of Additional Storage Space procedure and

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F) is released from the User (i) according to the procedure of art. [76D].

DEAΠi,d, (kWh): The Estimated Reserve of the LNG User (i) for Day (d), which is announced by the Operator parallel to the procedure for the offer of Additional Storage Space, calculated as follows:

DEAΠi,d = DHAΠi,ref + DCargoi,ref + ΠΣi,ref

Where:

DHAΠi,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: (a) to other LNG Users through LNG Transactions, and (b) to the Operator for Operational LNG Facility Offsetting and/or for balancing purposes, involving 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. Users can freely modify their offers until the deadline for submission according to paragraph [3]. Each new offer of the User replaces his previous offer. The newest offer is registered at the time of its submission. In the event that the LNG User's latest offer is not valid, the User is bound by his last valid offer submitted.
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.

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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 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). The offer for which the aforementioned equivalent or greater volume is recorded, is the Threshold Price for Day (d). In case the unit price of two or more offers matches the Threshold Price, all such offers shall be deemed Threshold Offers.
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

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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 above mentioned 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

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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 planning requests for LNG unloading, as per article [84].

   B) To meet requests for the rescheduling of LNG unloads as per article [85].

   C) As part of the Daily Storage Space Allocation Procedure according to article [76^{B}].

9. 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.

10. 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 a Scheduled LNG Cargo Unloading Application, as described in art. [84], 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

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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 Regasification Capacity Application and

   B) The difference 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 Monthly 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 Scheduled LNG Unloading Application, 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 Scheduled LNG Unloading Application,

   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

      $EA\Pi i = EA\Pi i,ref + LNGCargoi,ref$

      Where:

      $EA\Pi i$, (kWh): The Maximum Estimated Reserve for LNG User (i) during the first Day of the timeline for the release

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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 submission of the application for 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 previous Day 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+ ΠΣi,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).

ΠΣi, d, (kWh): The difference between the total LNG Quantity sold by other LNG Users to the LNG User (i) and the total LNG Quantity sold by LNG User (i) to other LNG Users, in the context of LNG Transactions that relate to Day (d).

6. The next Day from the Day of acceptance of the Scheduled LNG Unloading Application, 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:

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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 Temporary Release Storage Space that has been offered within the framework of the Basic LNG Service to LNG Users that fulfil the criteria 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 previous 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 a descending 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 price for the acquisition of the released 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 Regasification Capacity 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.

11. In case of cancellation of unloading of an LNG Cargo, the Temporary Storage Space and/or the Additional Storage Space that was released as per the provisions of this article, shall be included in the Available Storage Space of the LNG Facility.

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.

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2. The Daily LNG Reserve of LNG User (i) on Day (d) is calculated according to the following formula:

$$HAY_{i,d} = HAY_{i,d-1} + E\Pi_{i,d} - A\Pi_{i,d} - \Pi\Phi_{i,d} + \Pi\Sigma_{i,d} - X\Phi_{i,d}$$

Where:

$HAY_{i,d-1}$	:	The Daily LNG Reserve of LNG User (i) on Day (d-1) (kWh)
$E\Pi_{i,d}$	:	The Quantity of LNG injected into the LNG Facility by an LNG User (i) on Day (d) (kWh)
$A\Pi_{i,d}$	:	The Quantity of LNG allocated to an LNG User in his capacity as Transmission User (i) on Day (d), calculated as per the provisions of Chapter [7] of this Network Code (kWh)
$\Pi\Phi_{i,d}$:	:	LNG Quantity delivered to LNG vessel for an LNG User (i) on Day (d), (kWh)
$\Pi\Sigma_{i,d}$	:	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 [47], [78], and [80AB] (kWh).
$X\Phi_{i,d}$:		The sum of LNG Quantities for serving the LNG TL Timeslots for the LNG User Reserve(i) during the Day (d) (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 Weighted Average Gas 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 RAEWW, 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.

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Article 77[A]

Management of LNG User Reserves on expiry of the Approved LNG Regasification Capacity Application

1. Where the Daily LNG Reserve as per article [77] is other than zero, and the Approved LNG Regasification Capacity Application of the User expires on that Day:

   A) If the Daily LNG Reserve is positive, and the User has not submitted an LNG Regasification Capacity Application as per article [71], 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 Quantity of LNG Unit Compensation Price, which is defined as a percentage equivalent to ten percent (10%) of the Weighted Average Gas Price. In this case, the title of the remaining Quantity of LNG transfers to the Operator after expiry of the Approved LNG Regasification Capacity 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 Regasification Capacity Application, multiplied by the Residual Quantity of LNG Unit Compensation Price. The latter shall be equal to the Weighted Average Gas Price. In this case the said quantity is subtracted 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 RAEWW, 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 RAEWW

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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 an Approved LNG Regasification Capacity Application with the Operator for Day D, may proceed with transactions among themselves for quantities of LNG stored on their behalf on Day D 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 (Day D-1), 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 (Day D).
3. Irrespective of the time of submission, the Operator shall assess the timely submitted LNG Transaction data exclusively from 12:00 until 15:00 on Day D-1.
4. 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. The estimated Daily LNG Reserve is calculated as the Daily Reserve at the start of Day D-1, less the Confirmed LNG Quantities on Day D-1 and taking into account the LNG Quantities of any approved LNG Transactions for Day D-1 and for Day D.
5. The Operator informs LNG Users about the approval or rejection of the LNG Transaction by 15:00 of the previous Day from the Day to which the transaction relates (Day D-1).

Article 79
Mandatory adjustment of LNG Regasification

1. During the Daily Planning procedure, the Operator will compare the nominated quantity of natural gas for delivery to the LNG Entry Point by an LNG User acting as a Transmission User against the following:
   A) The estimated, at the end of the day to which the Nomination or Renomination applies, LNG Daily Reserve of the LNG User. When estimating the Daily LNG Reserve of each LNG User, the Operator also takes into account the approved LNG Transactions taking place on the given day and the LNG Quantity for serving TLS-Users on this Day
   B) Minimum Daily Send Out Rate of LNG Terminal
2. The Operator may modify or reject LNG Users' Daily Nominations or Renominations acting as Transmission Users, for justifiable reasons, according to

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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 Regasification 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 total quantity of natural gas nominated by the LNG User in his capacity as Transmission User for delivery to the LNG Entry Point is less than the LNG Minimum Daily Send Out Rate.

If the quantity of natural gas nominated by the LNG User in his capacity as Transmission User for delivery to the LNG Entry Point is greater than the estimated, as per paragraph [1], Daily LNG Reserve of the LNG User, the Operator confirms a quantity equal to the Daily LNG Reserve of the LNG User.

3. In the event that, in the course of the Daily Planning Procedure, the LNG Users in question in their capacity as Transmission Users do not submit a new Daily Nomination or Renomination or the Daily Nomination or Renomination submitted was not modified according to the previous paragraph, the Operator has the right, on the Day related to the Nominations, to modify the LNG Regasification and the delivery of the respective quantity of natural gas 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 previous paragraph.

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 falling within the above category, the following measures are taken:

   A) The Operator adapts LNG Regasification and delivery of the corresponding quantity of natural gas for LNG 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 Regasification 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 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 Regasification Quantity or the Mandatory Regasification Quantity, less the Mandatory Partial Regasification Quantity as per case A) to other LNG Users through a tender procedure and invites the 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 LNG Users who have booked Transmission Delivery Capacity at the LNG Entry Point in their capacity as Transmission Users, but do not fall within the provisions of paragraph [2](B), in such a way as to allow for the off-take of Mandatory Regasification or Mandatory Partial Regasification 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 Regasification quantity, or the Mandatory Regasification quantity minus the Mandatory

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Partial Regasification quantities are made available, following approval by RAEWW, 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 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 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 RAEWW, 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 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 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 RAEWW 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] and [3]. The Operator must also notify the RAEWW on the Day after any of the above measures ceases to apply, as appropriate.

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Article 80
Offsetting of Operational Needs and Energy Cost of the LNG Facility

1. The Operational needs of the LNG Facility during a specific period of time is defined as the sum a) of the Quantity of Natural Gas consumed during the operation of the LNG Facility equipment and the High Efficiency Electricity and Heat Cogeneration Unit (CHP unit) b) of the Quantity of Natural Gas that escaped naturally from the LNG Facility, mainly through the controlled escape system (LNG Loss) and c) of the Quantity of Natural Gas resulting from the Imbalance of Natural Gas Quantities of the LNG Installation, as calculated by of Article [80C].

2. The Energy Cost of the LNG Facility during a specific period of time is defined as the sum of the Operator's costs arising from the purchase of carbon dioxide (CO2) emission allowances as well as from the electricity

consumption for the operation of the LNG Facility. The Operator shall make every effort to minimize the Energy Cost of the LNG Facility.

3. The Operator is obliged to offset the Operational Needs of the LNG Facility and to make every effort to minimize them. For that purpose, the Operator reserves in the LNG Facility, LNG Operating offsetting Reserves according to article [80B].

Article 80[A]
Annual compensation plan for Operational LNG Installation Needs

1. By the 1st of May of each year, the Operator submits to RAE a Study for the Operational LNG Facility Offsetting needs for the following Year, which, like any amendment, is approved by RAEWW and is published under the responsibility of the Operator. RAEWW decides on the matter within two (2) months.

2. The Operational LNG Facility Offsetting needs Study includes:
   a) methodology for assessing the Operational needs of the LNG Facility
   b) forecast regarding the Quantities of LNG that will be required during the following Year to compensate for Operational LNG Facility Offsetting needs, and
   c) identification of the required characteristics of the contracts that the Operator may conclude.

   For the preparation of the LNG Facility Operational Compensation Study, the Administrator shall take into account the technical characteristics of the LNG Facility equipment and processes, historical operating data and the annual LNG Regasification Quantity for the Year for which it is carried out the study.

Article 80[AB]
Acquisition of Gas for offsetting LNG Facility Operational Needs

1. The Operator may conclude one or more contracts for the supply of LNG Quantity for LNG Facility Operational Needs offsetting.
2. The above contracts are concluded either following a tender conducted by the Operator or in accordance with the provision of paragraph [1] of article 91 of the Law. These contracts may have a duration of more than one (1) year if this is provided in the approved LNG Facility Operational Compensation Study.
3. The Administrator submits to RAEWW copies of the contracts as provided for in Article [80[AB]] no later than sixty (60) days from their conclusion.

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Article 80[B]
LNG Reserves for Operational purposes

1. LNG Reserves for Operational purposes is the Quantity of LNG stored by the Operator at the LNG Facility to offset the Operational Needs of the LNG Facility.

2. The LNG Reserves for Operational purposes is calculated at the beginning of Month M+1 for the immediately preceding Month M, as follows:

From (M) = From (M-1) + Qs - QSC - QL - ΔQ

Where:

From (M-1): the LNG Reserves for Operational purposes at the end of the immediately preceding Month

Q_s: the quantity of LNG during the Month M for the Operational Needs of the LNG Facility during the Month M

Q_{SC}: LNG Self-Consumption, during Month M

Q_L: Loss of LNG, during Month M

ΔQ: the Imbalance (ΔQ) of Natural Gas Quantities of the LNG Facility, of Month M

3. The Operator calculates and announces on his website, at the beginning of each Month, the LNG Operational Reserve that was stored at the end of the immediately preceding Month.

4. The Operator calculates and publishes at the beginning of each Month the Quantity of Natural Gas required for the Operational gas offsetting for the LNG Facility Needs for the immediately preceding Month.

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Article 80[C]
Monthly Imbalance of Natural Gas Quantities of LNG Facility

1. The Monthly Imbalance (ΔQ) of the LNG Facility is defined as the Quantity of Natural Gas which is calculated as follows:

ΔQ = Qin + ΔAπ - Qout - (QSC + QL)

Where:

Q_{in}: The quantity of Natural Gas resulting from the sum of the LNG Cargos injected into the LNG Facility during the Month.

ΔAπ: The change of LNG Quantities stored in the LNG Facility (LNG Reserves Change), which is defined as the difference of the Quantities of Natural Gas that were stored at the beginning of the Month minus the Quantities of LNG at the end of the Month as defined by the Operator

Q_{out}: The sum of the Quantity of Natural Gas that was gasified and injected at the LNG Entry Point and the Quantity of Natural Gas delivered from the LNG Facility to a LNG Truck during the Month.

Q_{SC}: LNG Self-Consumption, during the Month.

Q_L: Loss of LNG during the Month.

2. The Monthly Imbalance of the LNG Facility (ΔQ), is calculated by the Operator at the beginning of each Month (M) for the immediately preceding Month (M-1) and can receive a positive, negative or zero value.

Article 80[D]

Offsetting Cost of LNG Operational Needs and LNG Facility Energy Cost

1. In case whereby the offsetting cost of LNG Operational Needs and the LNG Energy Cost have been co-calculated as an operational expense of the Operator, in the NNGS Usage Tariff, the Operator shall not impose any charge on LNG Users for the recovery of this cost.
2. If the above costs, as such are derived from the officially kept accounting records for each reference period, have not been co-calculated, as the Operator's operating expense, in the NNGS Usage Tariff, they are recovered by the LNG Users and the following are applied:
   A) The LNG supply cost for offsetting the LNG Operational Needs is recovered by the LNG Users, through the balancing process of the LNG Offsetting Account, pursuant to article [80[E]].
   B) The Energy Cost of the LNG Facility is recovered by the LNG Users, through the balancing process of the LNG Offsetting Account, in accordance with article [80[E]].
3. After the end of each Month, the Operator shall announce on its webpage for the previous Month:
   A) The LNG supply cost for the offsetting of LNG Operational Needs.
   B) The Energy Cost of the LNG Facility.

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Article 80[E]

LNG Facility Offsetting Account

1. The Operator shall keep a separate ledger account (LNG Facility Offsetting Account**)** to which it shall charge all its expenditure, as shown in its official accounting records for each reporting period, in connection with the offsetting of the Operational Needs of the LNG Facility, and the Energy Cost of the LNG Facility and shall credit the revenue from the electricity injection into the electricity grid due to the operation of the CHP Cogeneration of Heat and Power plant of the LNG Facility.
2. Any past debt of the User to the Operator regarding the offsetting of the Operational Needs of the LNG Facility, and the Energy Cost of the LNG Facility shall be recognized as expenses in the LNG Facility Offsetting Account. Moreover, in cases the User, depending on its capacity as a natural person or legal entity is dissolved, is declared bankrupt, is wound up, placed in liquidation, placed under compulsory administration, placed in a state of insolvency, and in the event of the withdrawal of its authorisation of incorporation or any other authorisation required for the lawful exercise of its activities and if the debt is written-off from the company's financial statements as receivable, the amount registered in the LNG Facility Offsetting Account shall constitute the difference between the initial User's crediting and the amount levied anyhow by the Operator from the User. This amount shall be divided into twelve (12) parts and each part shall be registered each Month in the LNG Offsetting Account as expense, starting from the next Month immediately following the Month in which the debt was written off from the company's financial statements as receivable.
3. The LNG Facility Offsetting Account should be balanced at the end of each Month as well as on annual basis, as a separate activity sector in the standalone financial statements of the Operator, in accordance with the accounting separation rules, for each reference period and which shall not post any profitability or loss.
4. For this purpose, the net Account balance shall be offset by crediting or debiting the LNG Users, depending on the Sum of the Daily LNG Reserve of each LNG User throughout the period of Month (M) to the sum of the Daily LNG Reserves of all LNG Users for the same period.
5. For this purpose, after the end of each Month, the Operator shall issue and send to each LNG User an LNG Offsetting Account Balancing invoice. The Monthly LNG Offsetting Account Balancing Print-out shall be attached to the invoice sent to the User each Month, in line with the template published on the Operator's webpage.

Article 80[I]

Reserve for managing the LNG Operational Balancing Account

1. Reserve for managing the LNG Operational Balancing Account is defined as the LNG quantity stored by the Operator at the LNG Facility for the purpose of managing the LNG Operational Balancing Account.

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2. The Daily Reserve for managing the LNG Operational Balancing Account, is calculated at the end of Day d, as follows:

   $A\pi_d = A\pi_{d-1} + H\Theta_d$

   Where:

   $A\pi_{d-1}$: the LNG Operational Balancing Account Reserve at the end of the preceding Day (d−1).

   $H\Theta_d$: The daily position of the LNG Operational Balancing Account at the LNG Entry Point on Day d.

Article 81
Annual LNG Vessel Unloading Planning

1. For the good, reliable, secure and most cost-effective operation of the LNG Facility, the Operator shall complete an annual plan for LNG unloading (Annual LNG Plan).
2. The Annual LNG Planning shall be drawn up each Year and shall cover each of the following fifteen (15) Years.
3. The Annual LNG Planning shall include, for each Year covered by:
   (A) The Annual Schedule of unloadings at the LNG Facility during the Year (Annual LNG Plan); and
   (B) Booking of Bundled LNG Capacity.
4. Annual LNG Planning shall be conducted by means of a tender procedure ('LNG Auction'), distinguished for each Year of the Annual LNG Planning, conducted using an electronic platform, under the specific conditions of the Code, of the Standard Framework Agreement for Transport and Use of LNG Facility and the Tariff Regulation. LNG Auctions shall be conducted consecutively, starting with the LNG Auction corresponding to the first year of the Annual LNG Planning and then in ascending order of the number of remaining Years.
5. The LNG Auction shall be held in two stages:
   (A) Standard LNG Slots Shall Be Offered In Phase A.
   (B) Additional LNG Capacity shall be provided in the Second Phase, which shall be necessarily integrated with Phase a LNG Bundled Capacity segments in Continuous LNG Capacity for each LNG User.
6. LNG Users who are also Transmission Users are eligible to participate in the LNG Auction.
7. Precondition for the participation of an LNG User in the LNG Auction shall be the provision of a guarantee in the frame of the Transmission and LNG Agreements concluded with the Operator and the relevant provisions of Chapter [3A] of the Code and the Standards Framework Agreement for Transmission and Use of the LNG Facility.
8. The participation of the LNG User in the LNG Auction shall presume unconditional acceptance of the terms.

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9. Each valid LNG User offer submitted during the LNG Auction procedure shall be a binding proposal for:

   (A) Inclusion of each LNG Time Slot for which the highest bidder in Phase A, the Annual LNG Plan and

   (B) a booking of the LNG Bundled Capacity corresponding to each LNG Time Slot for which a bidder in Phase A and Continuous LNG Capacity will be appointed to the Phase B, namely:

   (i) the booking of LNG Regasification Capacity through corresponding Approved LNG Regasification Capacity Applications; and

   (ii) booking of the Delivery Capacity on a Firm Basis at Agia Triada Entry Point of entry through corresponding Authorized Applications for Firm Services.

10. The LNG User shall not withdraw the proposal submitted during the LNG Auction process and shall be bound by it for as long as the Operator is entitled to accept this proposal, which (acceptance) shall be made for each successful bidder by the Operator announcing the results of the LNG Auction. The ranking of LNG Users participating in each Phase shall not constitute an award of the results of each Phase nor of the results of the LNG Auction procedure.

11. The LNG Auction ends with the announcement of the results for each successful bidder.

12. When the results of the LNG Auction are announced, the Annual LNG Planning for that Year shall be completed and the Operator shall:

   (A) include in the Annual LNG Plan each LNG Slot, for which an LNG User has been declared as a successful bidder; and

   (B) to book for each LNG User who was a successful bidder the LNG Regasification Capacity and the Firm Delivery Capacity at the LNG Entry Point on the basis of the results of the LNG Auction, through corresponding Approved Applications under the Transmission and LNG Agreements concluded with the Operator.

13. Any LNG User for whom LNG Regasification Capacity and Firm Transmission Capacity at the LNG Entry Point has been booked, shall be required to pay the Operator the relevant fee through the respective Approved Applications, as specified in the Tariff Regulation.

14. The Administrator shall announce to the Electronic Information System:
   (A) The terms, conditions, procedures, operating rules and any details necessary for the access of interested parties to the electronic platform for the Auction.

   (B) An LNG Auction Manual prepared by the Operator and approved by the RAEWW setting out the details for the LNG Auction.

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Article 82[A]
First phase of the LNG Auction

1. During the First Phase of the LNG Auction, the Operator shall, for each Year covered by the Annual LNG Planning, provide a specific number of LNG Slots. Each LNG Slot belongs to a specific category depending on its characteristics (Standard LNG Slot). Each category includes Standard LNG Slots with similar characteristics, except for the LNG Unloading Day uniquely associated with a Standard Slot of that category. The characteristics and number of Standard LNG Slots offered may be differentiated for each Year covered by the Annual LNG Planning. In determining the characteristics and number of LNG Standard Slots for each Annual LNG Planning, the Operator shall take into account in particular the technical characteristics and operational limitations of the LNG Facility, the size of LNG Cargos unloaded in the LNG Facility in the Year of the Annual LNG Planning Year and the previous two years, the Standard LNG Slots, which may have already been allocated to LNG Users for that Year through previous Annual LNG Planning, the need to maximize the use of the LNG Facility and equal access of LNG Users to it.
2. Each year to which the Annual Programming relates, except the individual Standard LNG Slots, the Operator may also offer Series of Standard LNG Slots.
3. A Series of LNG Slots means a specific number of Standard LNG Slots, of one or more categories, which are offered as an indivisible whole. The number and categories of Standard LNG Slots included in each offered Series may differ. Provided that the Operator offers Series of Slots, their auctioning takes place at a distinct stage during Phase A of the LNG Auction (Stage I), which precedes the stage for offering individual Standard LNG Slots (Stage II). The auctioning of the Series of Slots at Stage I for all offered series shall take place at the same time. As regards the first year in particular to which each Annual LNG Planning relates, if no Series of Slots were offered during Stage 1, the Standard LNG Slots included in these Series shall be auctioned individually during Stage II.
4. During Stage II and in order to more effectively conduct the process and facilitate the participation of LNG Users, the Operator may divide each Year into successive periods (Scheduling Periods), each of which shall offer a specific number of one or more different categories of Standard LNG Slots. The characteristics and number of Standard LNG Slots offered in each Programming Period and the length of each Programming Period may differ. In determining the Programming Periods, the Operator shall take into account, in particular, the annual and seasonal demand for Gas in the NGTS over the last three years.
5. During each stage of Phase A of the LNG Auction, LNG Users shall submit bids for one or more Series of Slots or Standard LNG Slots, as the case may be, within a tendering period specified in the LNG Auction Manual. Where more than one Programming Period has been fixed for the Year to which the LNG Auction relates, the procedure at Stage II shall be applied in turn for each Programming Period.
6. Within the time period for submission of tenders, each participating LNG User shall be entitled to submit a tender for each offered Series of Slots or Standard LNG Time

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Slot, as the case may be. Within the same period, a tender submitted or a new amended tender may be withdrawn. Only the last submitted offer is considered by the Operator and commits the LNG User. A tender submitted in any way after the closing date for the submission of tenders is not valid and does not produce legal effects. The price of the tender must be greater than or equal to the start-up price of the tendering procedure for each Series of Slots or category of individual Standard LNG Slots, as the case may be, which are offered by the Operator in the First Phase of the LNG Auction. The starting price of Standard LNG Slots for each category shall be calculated on the basis of the volume and booking duration of the LNG Bundled Capacity corresponding to that category, in accordance with the methodology of the Tariff Regulation. The start-up price for each Series of Slots shall be calculated as the sum of the start-up prices of all Standard LNG Slots included in that Series.

7. The successful bidder of each Series of Slots or individual Standard LNG Time Slot shall be named as the LNG User, who shall submit the bid at the highest price for the bid. Where two or more Users submitted a tender at the same price, as successful bidder shall be named the User who submitted the tender earlier. Following completion of Phase A, the successful bidder of a specific Series of Slots shall be regarded as the successful bidder for each Standard LNG Slot included in that Series.
8. The Operator shall announce the ranking of the Phase an auction for each Standard LNG Slot, which shall not be changed until the completion of the LNG Auction procedure.
9. Any further details concerning the conduct of this procedure shall be specified in the LNG Auction Manual.

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Article 82[B]
Phase B of the LNG Auction

1. Each LNG User, who has been declared as a successful bidder for at least one Standard LNG Time Slot (Successful Bidder of Phase A), shall be entitled to participate in the Second Phase of the LNG Auction procedure and to submit a bid to book Additional LNG Capacity, which will be consolidated with the sections of the Bundled LNG Capacity acquired by him in Phase A and any Bundled LNG Capacity which has already been booked by that same LNG User during that Year, at Continuous LNG Capacity.
2. In order to be able to consolidate the Bundled LNG Capacity, the Successful Bidder of Phase A shall be declared as a successful bidder on the LNG Additional Capacity offered by the Operator in accordance with the provisions of this Article, in such a way that for each Day of the consolidation period, the sum of the acquired LNG Bundled Capacity by the LNG User to be consolidated by the A' Phase, any Bundled LNG Capacity which has already been booked by the same LNG User during that Year and Complementary LNG Capacity that the LNG User books from the Second Phase shall be equal to the price of Continuous Capacity.

3. Successful Bidder of Phase A may submit a bid for Continuous LNG Capacity of Annual duration with effect from 1 Day of the Year to which the LNG Auction relates.

4. The size of the Continuous LNG Capacity, for which each Successful Bidder of Phase A may submit a bid, may not exceed the ceiling set for that LNG User. The maximum Continuous LNG Capacity for each Successful Bidder of Phase A shall be calculated as the difference between the total LNG Bundled Capacity of the LNG Facility as calculated and announced by the Operator and the sum of the Bundled LNG Capacity reserved by the Operator as per the provision of paragraph [3], Article [71] of the Law, the Bundled LNG Capacity on which each of the other LNG Users have been declared as the successful bidders in Phase A of the LNG Auction and any Bundled LNG Capacity that each of the other LNG Users has already booked during that Year, for each Day of the Year to which the LNG Auction relates.

5. The Operator shall inform each Successful Bidder of Phase A of the maximum level of LNG Continuous Capacity for which he is entitled to express an interest in Phase B, no later than two (2) Days after the end of the Phase A of the Auction

6. The Complementary LNG Capacity in Phase B of the Auction will be offered through an ascending clock auctioning mechanism

7. In each round of the ascending clock process, the participating LNG Users shall submit a bid indicating the desired size of the Continuous LNG Capacity. Following the submission of bids, the Operator shall calculate for each submitted bid and for each Day of the Year the Complementary LNG Capacity required to enable consolidation, as the difference between the size of the Continuous Capacity indicated in the tender and the total Bundled LNG Capacity for which the LNG User was the highest bidder during the Phase A of the LNG Auction, for that Day. In the case of a zero or negative difference, the required Complementary LNG Capacity shall be considered to be zero (0) kWh/day for that Day.

8. The Operator shall verify that for each Day of the Year, the sum of the requested LNG Complementary Capacity from all participants is less than or equal to the available LNG Bundled Capacity of the LNG Facility for that Day.

9. If it is possible to satisfy all the participants' offers, the ascending clock auction shall be completed.

10. In the event that all bids of the participating LNG Users in the Phase B for at least one Day cannot be satisfied, the next round of the ascending clock auction shall be held, with a price increase. This procedure shall be resumed, as specified in the LNG Auction Manual, until all the bids of the participating LNG Users can be satisfied in this round of the increasing price without prejudice to the next subparagraph. If, at the end of the last round of tendering within the maximum time limit for carrying out the auction, the Daily Sum of Additional Capacity is higher than the Additional LNG Capacity, for one or more Days of the Year, the process stops and the remaining Additional LNG Capacity for that Year is necessarily allocated to the participating LNG Users even if their offer is not fully satisfied, in

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accordance with the methodology under para.16 of article 7 the LNG Auction Manual.

11. The reserve price in the first round of the increasing price process shall be determined in accordance with the methodology of the Tariff Regulation. The major and minor step of increasing the price in the various rounds of the procedure shall be determined by the Operator, after approval by RAEWW, in accordance with the procedure described in Article [83].

12. At the end of the ascending clock auction, the Operator shall consolidate the Additional LNG Capacity with the parts of the Phase A, LNG Bundled Capacity, per LNG User and per Day, in Continuous LNG Capacity.

13. The maximum limit for Continuous Capacity reservation for each Successful Bidder of Phase A and any further details concerning the conduct of this procedure shall be specified in the LNG Auction Manual.

14. At the end of the Phase B procedure, the Operator shall announce the ranking of the Phase B bidding and shall inform each LNG User involved in the bidding Phase, for the Complementary Capacity, awarded to him, for each Day of the Year and the final price of the Continuous LNG Capacity as a result of the process integration, upon completion of the LNG Auction.

15. The Operator shall communicate the final results of the LNG Auction to the LNG Users participating in the LNG Auction and the procedure shall be completed, for each successful bidder by:

    (A) inclusion of each Standard LNG Time Slot, for which the highest bidder in Phase A, in the Annual LNG Plan and

    (B) the booking, through the respective Approved Transmission Applications and LNG Applications, of the corresponding Bundled LNG Capacity, for which he declared as a successful bidder in Phase A and the Continuous LNG Capacity, for which he declared as the successful bidder in Phase B in accordance with the results of the LNG Auction.

Article 83
Annual LNG Planning Process

1. By 1 June each Year, the Operator shall submit to RAEWW for approval its proposal on the following parameters of the Annual LNG Planning relating to the following fifteen (15) Years:

   (A) The dates of the LNG Auction for each of the Years to which the Annual LNG Planning relates, taking into account the following:

      (i) The LNG Auction for the first Year to which the Annual LNG Planning relates shall start no later than 1 November; and

      (ii) Stage II of Phase A of the LNG Auction for each Year to which the Annual Programming relates shall start the next working day after the end of Stage I for that Year.

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(iii) The start of the Phase B of the LNG Auction for each Year covered by the Annual LNG Planning shall be at least one (1) working day from the end of the Phase a of Auction for the relevant Year.

(B) A list of the offered Standard LNG Slots and any offered Series of Slots for each of the Years to which the Annual LNG Planning relates, specifying the Day of Unloading of each Slot.

(C) The starting and ending dates of the Programming Periods for each of the Years to which the Annual LNG Planning relates.

(D) The Marginal Price for each Phase of the LNG Auction.

(E) The major and minor step in the price increase in the ascending clock process of Phase B.

(F)The maximum length of the procedure for the increasing price of bids of the Phase B.

RAEWW shall place the Operator's proposal in a public consultation lasting at least thirty (30) days. Within fifteen (15) days from the end of the public consultation and taking into account the results thereof, RAEWW may request amendments to the Operator's proposal. In this case, the Operator shall submit a revised proposal to the RAEWW within fifteen (15) Days.

2. After approval of RAEWW, the Operator shall communicate on its website the information referred to in paragraph [1] above.

3. At the end of the LNG Auction for a specific Year to which the Annual LNG Planning relates, as specified in Articles [81] to [82B], the Operator shall announce the Annual LNG Plan for that Year.

4. The Annual LNG Plan shall be updated by the Operator in the following cases:

   (A) Following the completion of the process of each Annual LNG Planning, which includes that Year.

   (B) Following the approval of the Scheduled LNG Cargo Unloading Application, as defined in Article [84].

   (C) Following the approval of the LNG Scheduled Unloading Application, in accordance with Article [85].

   (D) In case of cancellation of unloading of an LNG Cargo, as provided under Articles [85] and [86], within four (4) hours from the start of the next Day following the Day on which the Operator was informed of the cancellation of the scheduled LNG Cargo unloading. In this case, the corresponding LNG Unloading Time and Temporary Storage Area shall be made available by the Operator to interested parties in accordance with the provisions of this Chapter.

   (E) In the case of a LNG Slot Transfer in accordance with Article [73] within four (4) hours from the start of the next Day following the Day on which the Operator consented to the LNG Slot Transfer.

5. The Annual LNG Plan and each update thereof shall be published in the Electronic Information System. The relevant file shall be in an editable table

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format, and all of its reported sizes relating to LNG Quantities or storage areas shall be expressed in volume and energy units.

6. The Operator shall keep a record of the Annual LNG Plan in electronic form for a period of at least five (5) years.

7. Any reference to the Annual LNG Plan shall be understood as a reference to the most recently updated Annual LNG Plan.

Article 84
Scheduled LNG Cargo Unloading Application

1. Any LNG User wishing to perform LNG Cargo Unloading which is not included in the Annual LNG Plan must submit to the Operator a Scheduled LNG Cargo Unloading Application (hereinafter the "Scheduled Unloading Application"), through the relevant module of the Electronic Information System and in accordance with the terms of the LNG Agreement, the provisions of the Code, and the terms & conditions of access to the Electronic Information System.

2. The Scheduled Unloading Application shall specify:

   A) The LNG Cargo Quantity (kWh/m³)

   B) The Unloading Day of the LNG Cargo

   C) The name of the LNG vessel carrying the LNG Cargo, if available

   D) The desired Temporary Storage Period for the LNG Cargo.

3. The duration covered by the Scheduled Unloading Application includes the period starting on the LNG Cargo Unloading Day to which the Application refers, and ending on the last Day of the Temporary Storage Period of that LNG Cargo. In case of joint unloading of LNG Cargo by two or more LNG Users, a separate Scheduled Unloading Application is submitted by each LNG User and in addition a joint Multiple Cargo Declaration. In case a joint Multiple Load Declaration is not submitted with the Scheduled Unloading Application, the Unloading Day concerns the LNG Cargo to which the first Application to be approved relates.

4. A Scheduled Unloading Application pertaining to Year Y is submitted at the earliest after completion of the last Annual LNG Plan which relates to Year Y. The Day of submission of Scheduled Unloading Applications pertaining to Year Y, is announced to LNG Users by the Operator the day following the Completion Day of the last Annual LNG Planning which relates to that Year and may not be less than three (3) Days from that notification Day. If the Scheduled Unloading Application concerns an Unloading taking place within Year Y but the Temporary Storage Period extends into Year Y+1, and the Application is submitted between 15 May of Year Y and the Day of completion of the Annual LNG Planning for Year Y+1, the Application shall be examined by the Operator within five (5) days following the completion of the Annual LNG Planning for Year Y+1.

5. If, at the time of submitting the Scheduled Unloading Application, the applicant has not booked the Minimum Regasification Capacity corresponding to the LNG Cargo for the Unloading Day and for the entire Temporary Storage Period, the Operator shall notify the applicant accordingly via the Electronic Information System, within two (2) Days from the Day of submission of the Application.

Unofficial translation

6. During evaluation of applications, the submission date is used to determine priority.

7. The Operator, having first taken into particular consideration the Annual LNG Planning, 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 Regasification Capacity and the Booked Regasification Capacity of the applicant, and any other relevant information, according to the provisions of paragraph [1], article [87], may take the following actions:

   A) Accept the Application by applying, where necessary, the provisions of Article [76D];

   B) Reject the application for justified reasons if:

      i) Acceptance of the Application may prevent the Operator from fulfilling the public service obligations assigned to it.

      ii) The application is submitted by a non-duly authorised representative of the LNG User.

      iii) The Operator cannot fully or partially satisfy the applicant's unloading schedule.

      iv) The requested LNG Cargo Temporary Storage Period exceeds the Maximum Temporary Storage Period according to article [69].

      v) Following the lapse of one (1) Day's deadline from the Day on which the Operator informed the applicant pursuant to paragraph [5], the User has not booked the Minimum Regasification Capacity corresponding to the LNG Cargo for the Unloading Day and for the entire Temporary Storage Period.

8. The Operator will notify the applicant of its decision via the respective module of the Electronic Information System:

   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 sixth (6th) and fourth (4rd) day prior to the beginning of Month M.

   B) Within two (2) Days of submission of the application, where the application is submitted outside the time period determined in point A).

   If the Operator determines that the Scheduled LNG Unloading Application is complete and that no grounds for rejection exist under paragraph [8], the Operator shall approve the Application (Approved Scheduled LNG Unloading Application) through the corresponding module of the Electronic Information System.

9. The reasons for rejecting an application shall be fully documented by the Operator, and will be communicated to the applicant, and subsequently notified to RAEWW, through the respective module of the Electronic Information System, accompanied by supporting documents and information.

10. No later than two (2) Days from acceptance of the Application pursuant to point A) of paragraph [7], the Operator shall update the Annual LNG Plan.

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Article 85
LNG Cargo Unloading Modification Application

1. Each LNG User has the right to submit a Scheduled LNG Unloading Modification Application to the Operator, (Unloading Modification Application), which includes LNG Cargos for which the unloading is planned at the LNG Facility according to the Annual LNG Plan, but the User aims to change the following:
    A) the Unloading Day of the LNG Cargo
    B) the Quantity of the LNG Cargo
2. The Unloading Modification Application is submitted to the Operator through the corresponding module of the Electronic Information System.
3. The Unloading Modification Application shall include the elements requested for modification, with reference to the initial application previously submitted to the Operator.
4. An Unloading Modification Application the duration of which extends to Year Y is submitted after completion of the last Annual LNG Planning which relates to Year Y.
5. From the Day on which the Operator announces, via the Electronic Information System, the Additional Storage Space made available for booking for each Day of Month M and until the completion of the relevant booking procedure, no Unloading Modification Applications concerning Month M shall be evaluated.
6. During evaluation of Unloading Modification Applications, the submission date is used to determine priority.
7. The Operator, having first taken into particular consideration the Annual LNG Planning, 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 Regasification Capacity and the Booked Regasification Capacity of the applicant, may take the following actions:
    A) Accept the Application by applying, where necessary, the provisions of Article [76D];
    B) Reject the application for justified reasons if:
        i) Acceptance of the Application may prevent the Operator from fulfilling the public service obligations assigned to it.
        ii) The application is submitted by a non-duly authorised representative of the LNG User.
        iii) The Operator cannot fully or partially satisfy the applicant's amended unloading schedule.
        iv) The requested LNG Cargo Temporary Storage Period exceeds the Maximum Temporary Storage Period according to article [69]

Unofficial translation

(v) The User does not hold the Minimum Regasification Capacity corresponding to the LNG Cargo for the Unloading Day and for the entire Temporary Storage Period.

8. The Operator shall decide on the Unloading Modification Application within five (5) Days from the Date of submitting the said Application. If the Operator determines that the Unloading Modification is complete and that no grounds for rejection exist under paragraph [7], the Operator shall approve the Unloading Modification Application through the corresponding module of the Electronic Information System.

9. An LNG User who does not wish to unload LNG included in the Annual LNG Plan, shall inform the Operator after the conclusion of the last Annual LNG planning for Year Y and no later than thirty-five (35) Days before the start of the Month during which the LNG Unloading has been scheduled. In this case:

   A) The Operator modifies the Annual LNG Plan, and

   B) The respective LNG Unloading Time, Temporary Storage Area and Temporary Storage Period are available from the Operator to other interested LNG Users, according to the provisions of this Chapter.

10. In case the User does not inform the Operator within the deadline of paragraph [9], a Charge of Cancellation of Scheduled LNG Cargo is imposed in accordance with the provisions of article [86]. In any case, the LNG User is not exempt from the charges arising from the respective Approved LNG Capacity and Transmission Approved Applications.

Article 86
LNG Unloading Modification Charges

1. Subject to paragraph [2] of this Article and paragraph [9] of Article [85], in case of cancellation of a scheduled unloading of LNG Cargo during Month M, the LNG User shall pay to the Operator a Cancellation Charge of Scheduled LNG Unloading, which is calculated as the product of the Month-Ahead index of TTF for the Month of the cargo cancellation date, as such index is published in the data reports of the EEX on the table «Monthly Index: TTF», [Indices (eex.com)], and the LNG Quantity of the cancelled LNG cargo, by a percentage equal to:

   A) 0.2%, if the unloading is cancelled up to twenty-eight (28) Days before the start of Month M,

   B) 1%, if the unloading is cancelled after the twenty-eighth day (28^{th}) before the start of Month M and until the sixth (6th) Day before the scheduled Unloading Day,

   C) 3%, if the unloading is cancelled from the fifth (5th) Day before the scheduled Day of Unloading until the scheduled Day of Unloading.

2. Subject to paragraph [9] of Article [85], if an LNG User, through the latest Unloading Modification Application submitted up to twenty-eight (28) Days before the start of Month M, reduces the LNG quantity to be unloaded as compared to the

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LNG quantity included in the Annual LNG Unloading Schedule in force on the twenty-eighth (28th) Day before the start of Month M, and subsequently cancels the scheduled LNG Cargo unloading during Month M, then the User shall pay to the Operator a Cancellation of Scheduled LNG Cargo Unloading Fee, in accordance with paragraph [1]. For the purpose of calculating said fee, the LNG Quantity shall be the quantity included in the Annual LNG Unloading Schedule in force on the twenty-eighth (28th) Day before the start of Month M.

3. In the case where an LNG vessel transports more than one LNG Cargos of one or more LNG Users, the Charge of Cancellation of Scheduled Unloading of an LNG Cargo shall be allocated in proportion to the Nominated LNG Quantity of each LNG Cargo.

4. The Charge of Cancellation of Scheduled LNG Unloading may be redetermined by a decision of the Operator after the approval of RAEWW, according to the provision of paragraph [5] of article [69] of the Law, five (5) months before the beginning of each Year. Revenues from the LNG Scheduled Unloading Charge Fee are considered revenues of the Basic LNG Activity and are credited to the respective account maintained by the Operator. For the purposes of paragraphs [2] – [4], any reference to LNG cargo Quantity relates to the sum of the LNG User LNG cargo and any LNG Balancing cargo. Unloading cancellation does not mean the unloading of part or all of an LNG Cargo by a User other than the one that has been registered during the issuance of the Annual LNG Plan.

5. If a LNG vessel is expected to arrive at the LNG Facility before the scheduled, Annual LNG Plan, unloading Day or after the end of the LNG Unloading Time or in the event that the Quantity of LNG cargo or LNG cargos which is to be injected into the LNG Facility exceeds or is less than the Nominated Quantity by the LNG User by a percentage higher than the respective Tolerance Limit according to paragraph [5] of Article [68], the LNG User submits to the Operator an LNG Modification Application. For the submission of that application, the LNG User shall be subject to an Application Fee for LNG Modification, which shall be paid in accordance with the procedure described in Article 4 of the Standard LNG Agreement.

6. In case the Application for Unloading Modification is submitted from the 28th Day before the start of the unloading Month onwards and concerns a change in the scheduled LNG Unloading Day to a Day later than the originally scheduled day, the LNG Unloading Modification Application Fee is set at:

   A) Fifty thousand (50,000) euros, if the application is submitted up to six (6) Days before the LNG Unloading Day.

   B) Three hundred thousand (300,000) euros, if the application is submitted from the fifth (5th) Day before the LNG unloading Day until the LNG Unloading Day.

7. In case the Application for Unloading Modification is submitted from the 28th Day before the start of the Unloading Month onwards and concerns a change in the scheduled LNG Unloading Day to a Day before the originally scheduled day, the LNG Unloading Modification Application Fee is set at:

   A) Twenty thousand (20,000) euros, if the application is submitted up to six (6) Days before the LNG Unloading Day.

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B) Fifty thousand (50,000) euros, if the application is submitted from the fifth (5th) Day before the LNG Unloading Day until the LNG Unloading Day.

8. An LNG User may submit an Application for LNG Unloading Modification that concerns a redefinition of the scheduled LNG Unloading Day up to two (2) times. The requested Unloading Day may deviate by ten (10) days maximum from the initially scheduled LNG Unloading Day. Otherwise, the application is rejected.

9. In case the Application for LNG Unloading Modification pertains to an increase of the LNG Unloading Quantity, no LNG Unloading Modification Fee is owned.

10. In case the Application for LNG Unloading Modification is submitted from the 28th Day before the start of the Unloading Month onwards and concerns a reduction in the Nominated LNG Quantity, the LNG Unloading Modification Application shall be equal to the Charge of Cancellation of Scheduled LNG Unloading under sub-paragraphs B) and C) of paragraph [1], depending on the time when the Application is submitted, whereby the LNG Quantity shall refer to the absolute value of difference between the Nominated LNG Quantity, according to the Annual LNG Plan, and the requested LNG Quantity.

11. The income from the payment of the LNG Unloading Modification Application Fee shall be considered as income of the Basic LNG Activity and is credited in the corresponding account kept by the Operator.

12. Submitting an LNG Unloading Modification Application involving the redetermination of the Unloading Day or the Unloading Time, for a Day and an Unloading Time when an unloading has already been scheduled (as per the Annual LNG Plan) is prohibited.

13. In the event that a LNG vessel carries LNG cargos of two or more LNG Users, in order to redefine the unloading Day or unloading Time, the application shall be submitted by the representative of each LNG User, in accordance with paragraph [9] of Article [66]. The LNG Unloading Modification Application Fee for the case of redefinition of the unloading Day is divided proportionally of the Nominated Quantity of LNG User to the Nominated Quantity of LNG.

14. The LNG Unloading Modification Application Fee is determined by a decision of the Operator after the approval of RAEWW, in accordance with the provision of paragraph [5] of article [69] of the Law. The decision of the Operator to determine the LNG Unloading Modification Application Fee for a specific Year, is submitted to RAEWW at least thirty (30) days before the start of the Annual LNG Planning process for this Year. If not submitted within the above deadline, the LNG Unloading Modification Application Fee for the said Year is equal to that of the immediately preceding Year. The revenues from the LNG Unloading Modification Application Fee are considered revenues of the Basic LNG Activity and are credited to the respective account kept by the Operator.

15. The LNG User must carry out the LNG Unloading according to the Annual LNG Plan in case in which the request for redefinition of unloading Time or unloading Quantity is rejected by the Operator, according to paragraph [7] of Article [85].

Any reference to the Annual LNG Plan shall be read as a reference to the most recently updated Annual LNG Plan.

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Article 87

Article 88

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:

$$MXAXX_{i,d} = \max [0, ((X\Pi A_{,d} + \Pi AX_{i,d} + XEK_{nj,d})\text{-}(HAY_{i,d-2} + XEK_{i,d} + XE\Pi_{i,d}) + \Pi\Sigma_{i,d} + \Pi\Sigma_{i,d-1})]$$

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).
$X\Pi A_{i,d}$	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).
$\Pi AX_{i,d}$	The Additional Storage Space which has been booked by LNG User (i) on the Day (d) as per articles [76] and [76[A]].
$XE\Pi_{i,d}$	Surrendered Storage Space Capacity on Day (d) that is surrendered by the User to the Operator as per the provisions of article [88[C]].
$\Pi\Sigma_{i,d}$	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.

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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 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. In the event that the Unused Storage Space is booked by two or more LNG Users, the Additional Storage space is released first and then the Temporary Storage Space, in proportion to the Additional Storage Space that each these LNG Users, books respectively.

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 RAEWW, 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.

   C) 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}].

   D) 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}].

   E) The average price of the sum of used and offered Booked Regasification Capacity via the transfer procedure described in articles [73] and [73^{B}].

2. The Use Statement is submitted to the RAEWW 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

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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,

   RAEWW 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 RAEWW 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.

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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 to the Operator via the respective module of 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 Regasification Capacity 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 from 12:00 to 14:00 of the Day which proceeds 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 via the respective module of the Electronic Information System.

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 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 price that the LNG User paid for its acquisition, and multiplied by the coefficient of 98%.

12. 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.

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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 88[D]
Return of LNG Regasification Capacity to the Operator

1. Each LNG User (Provider User) may return to the Operator, for disposal to all interested parties, all or part of the LNG Regasification Capacity he has booked (Returned LNG Regasification Capacity), for a specific period of time, in accordance with the provisions of this article. The return of LNG Regasification Capacity is carried out jointly with the return of the respective booked Delivery Capacity on a Firm Basis at the LNG Entry Point, according to article [20[AC]], as Bundled LNG Capacity.

2. The Transmission User may not return and the Operator does not accept the return of all or part of the Returned LNG Regasification Capacity in case the rest of the LNG User's LNG Regasification Capacity, without taking into account the part to be returned, is less than the Minimum Regasification Capacity of the LNG User or has either been booked for a period of one (1) Day or has been registered as an offer on the secondary market in accordance with the provisions of articles [73], [73A] and [73B] and for the period thereof.

3. The LNG Provider User must submit a request to the Operator via the respective module of the Electronic Information System. The application must state:

   A) The size of LNG Regasification Capacity per Approved LNG Regasification Capacity Application, which may not exceed the size of LNG Regasification Capacity booked through this Approved Application.

   B) Approved LNG Regasification Capacity Application through which the above size has been booked and

   C) The start day and the end day of the disposal of the Returned LNG Regasification Capacity.

4. The LNG Regasification Capacity Return Application is submitted until 13:00 of the previous day from the Day of commencement of the return.

5. The expiration date of the disposal of the Returned LNG Regasification Capacity is, at the latest, the Expiration Day of the relevant Approved LNG Application through which it has been committed.

6. The Operator within the next working day from the Day of submission of the application of the Providing User, decides and informs the Providing User, via the respective module of the Electronic Information System, regarding

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the acceptance or rejection of the application, if it does not comply with the provisions of paragraph [3] of this article.

7. In case of acceptance of the application, the Returned LNG Regasification Capacity is counted in the available LNG Installation Regasification Capacity and is available to all interested parties. The Operator updates the LNG Facility Regasification Capacity available to LNG Users for booking, in the Electronic Information System.
8. In case of Return of LNG Regasification Capacity by more than one Users, the Operator keeps a time priority of the submitted requests.
9. The Provider User retains all its rights and obligations towards the Operator, especially the financial ones according to the LNG Contract and the NGTS Tariffs, to the extent and for the period that the Return LNG Regasification Capacity has not been committed by another LNG User in accordance with the provisions of Article [8].
10. The Provider User is not entitled to have set all or part of the Returned LNG Regasification Capacity in the secondary concerns as defined in articles [73], [73A] and [73B] and for the period determined by the Starting Day and Expiry date according to the LNG Regasification Capacity Return Application.
11. After the conclusion between the Operator and the interested User of the implementing contract arising from the Approved LNG Regasification Capacity Application, for the booking of all or part of the Returned LNG Regasification Capacity, the Operator reduces the LNG Regasification Capacity of the Providing User by the interested party, period of time to which the Approved LNG Application relates and informs the Providing User in writing.
12. The Operator keeps a file in electronic and editable form for a period of at least five (5) years, which includes at least the following:
    A) The size of the Returned LNG Regasification Capacity, and the period for which it was returned to the Operator in accordance with the procedure of this article.
    B) The part of the Returned LNG Regasification Capacity which is booked by an interested party and the time period of the booking.
    C) The LNG Users who made a return.

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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. 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 RAEWW.
4. The Operator will publish, via the Electronic Information System, a list of LNG vessels that have been temporarily certified according to the above procedure.
5. 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 11A
USE OF THE LNG FACILITY FOR LNG TRUCK-LOADING

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Article 89[A]
LNG Truck-Loading Service

1. The LNG Truck-Loading Service (LNG TL Service) shall be provided to TLS-Users who have reserved LNG Truck-Loading Timeslot and this Service includes the following:

   A. The verification by the Operator of the required documents of the TLS-User, the LNG truck and its driver in the LNG TL Servicing Port.

   B. The transportation of the LNG truck (including the driver) from the LNG TL Servicing Port to the LNG Facility.

   C. The access to the LNG Truck-Loading Service (LNG TL Service) for filling the LNG truck with a quantity of LNG up to the amount of Filling quantity of LNG truck, after the necessary control.

   D. The transportation of the LNG truck (including the driver) from the LNG Facility to the LNG TL Servicing Port

   E. The carrying out of the necessary measurements as well as any action required for the efficient, safe and cost-effective operation of the LNG Facility, in the context of the provision of the services referred to in points (A) to (D) above, in accordance with the Code and the LNG TL Contract.

2. The LNG TL Service is provided through booking standardized LNG Truck-Loading Timeslots. Each LNG Truck-Loading Timeslot has a predetermined start time and duration and is identified by a unique LNG Truck-Loading Timeslot Identification Code.

3. For each LNG Truck-Loading Timeslot, the TLS-User, who has reserved this LNG Truck-Loading Timeslot, is served by the daily LNG user reserve for filling the LNG truck with LNG.

4. The LNG TL Service shall be provided by the Operator to TLS-Users with an Approved LNG TL Application in accordance with paragraph [8] of Article [89C], pursuant to the relevant provisions of the Code, the terms of the LNG TL Contract, in the Technical Specifications manual for LNG-Trucks and LNG-Trucks Drivers, in the LNG Truck-Loading Manual and in the LNG TL Servicing Port rules of operation.

5. Any TLS-User who concludes a LNG TL Contract with the Operator shall be bound to provide a guarantee for the performance of any obligations towards the Operator, in accordance with the specific terms of the LNG TL Contract. Granting this guarantee is a pRequisite for rendering the LNG TL Service by the Operator to the TLS-User.

6. For the provision of the LNG TL Service, the TLS-Users shall pay the Operator the charges in accordance with the LNG TL Facility Usage Tariff and any other charges imposed in accordance with the provisions of the Code and the delegated provisions laid down by the Law.

7. The Operator is obliged to provide the TLS-Users, in accordance with the specific terms and conditions of the Code, with access to the LNG TL Facility for the provision of the LNG TL Service in the most cost-effective, transparent, and direct manner, without discrimination between users.

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Article 89[B]
LNG Facility Usage Framework Agreement for LNG Truck-Loading Service

1. The LNG Truck-Loading Service provision on behalf of the Operator to any interested natural person or legal entity registered in the NNGS User Directory requires the conclusion of a LNG Facility Usage Framework Agreement with the Operator for LNG Truck-Loading Service (LNG TL Contract). Only one LNG TL Contract can be valid between a TLS-User and the Operator.

2. The LNG TL Contract shall be drawn up in writing modeled on the template contract issued in accordance with paragraph 2, case a) of Article 68 of the Law (LNG TL template Contract).

3. The Operator shall publish on its website the text of the Template LNG TL Contract, including the annexes thereto, in an editable format.

4. The LNG TL Contract grants the contracting TLS-User the right to take any relevant legal action, in compliance with the provisions of the Code and its terms and imposes its obligation to pay the charges apportioned to the User, in accordance with the LNG TL Facility Usage Tariff and the provisions of the Code.

5. Each interested User shall submit electronically to the Operator through a separate section of the Electronic Information System, its request for the conclusion of a LNG TL Contract, in accordance with the template application included as an Annex in the Template LNG TL Contract. With his/her application, the interested party shall submit all the documents foreseen in the Annex to the Template LNG TL Contract and provided that the request and the documents submitted with it do not bear an electronic signature, these are sent in physical form. If documents are submitted from abroad, these must be marked with an Apostille and be provided in an official translation into Greek in physical form.

6. The Operator shall 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 receipt in digital and/or physical form, as applicable. In case of acceptance of the application, the Operator shall invite the interested party to sign the LNG TL Contract within ten (10) working days from the receipt date.

7. In case of non-acceptance of the application, the Operator shall inform the User, inviting the latter to complete and/or amend the application, in accordance with the Operator's instructions, within ten (10) working days from the date of receiving notification by the Operator. If the interested party does not submit to the Operator in due time the requested information or if the resubmitted data are not accepted by the Operator, the Operator shall dismiss the application. In case of acceptance of the resubmitted data, the Operator shall invite the interested party to sign the LNG TL Contract within five (5) working days from the new data delivery date.

8. The rejection of an application by the Operator shall be notified to the User, accompanied by the relevant documentation, and then notified to RAEWW.

9. The documents submitted by the interested party constitute an integral part of the LNG TL Contract. The documents shall be updated on the interested party's responsibility.

10. The LNG TL Contract shall specify at least the following:

    A. The conditions for rendering the LNG TL Service by the Operator, obligations and rights of the TLS-User, as laid down in the Code.

    B. The manuals for the provision of the LNG TL Service, as amended by the Operator and in force. The TLS-User shall acknowledge the obligation and commitment to respect the manuals in order to access the LNG TL Service. The above texts are published by the Operator on its website.

    C. The contractual liability limits of the Contracting Parties as well as the tariff policy by the Operator and the tariff payment procedure by the TLS-User for the LNG TL Service provision.

    D. The guarantee to be paid for the LNG TL Service provision.

    E. The cases of force majeure, dissolution or termination of the LNG TL Contract and the dispute settlement procedure likely to arise in the application of the terms thereof.

    F. The procedure for amending the LNG TL Contract and adjusting its terms in the event of a change in the applicable legislation.

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11. Any LNG TL Approved Application constitutes an integral and indivisible part of the LNG TL Contract concluded in accordance with the relevant provisions of the Code as its implementing contract.

Article 89[C]
LNG TL Timeslots Booking Process

1. By 20 November of each Y-1 year, the Operator shall announce the Available LNG TL Timeslots for the following year Y.

2. To calculate the Available LNG TL Timeslots for each day of year Y, the Operator shall take into account:

   A. The technical specifications, procedures and rules contained in the Technical Specifications manual for LNG-Trucks and LNG-Trucks Drivers, in the LNG Truck-Loading Manual and the rules of operation at the LNG TL Servicing Port.

   B. The duration of the sea transport from the LNG TL Servicing Port to the Facility and vice versa.

   C. Any planned maintenance of the LNG TL Facility or other infrastructure that affect the provision of the LNG TL Service

   D. The maximum number of LNG trucks which may be transported simultaneously by ferry from the LNG TL Servicing Port to the LNG Facility and vice versa, based on the provisions in the LNG TL Truck-Loading Manual.

   E. The Filling Quantity of LNG truck.

3. A participation right in the LNG TL Timeslots booking process shall be granted to each TLS-User, provided that the User has timely submitted a guarantee, in accordance with the procedure described in Article [89H] and the provision of the LNG TL Service by the Operator has not been suspended, according to the provisions in the Code and the LNG TL Contract.

4. Any Available TLS LNG Timeslot for Day D of the Year Y may be booked by the TLS-User from 21 November of the previous Year (Y-1) until 13:00 of the Day (D-1) previous to the Day when booking was requested.

5. During the process of booking LNG TL Timeslots, the TLS-Users will submit an Application for LNG TL Timeslot booking for each LNG TL Timeslot within D-Day, necessarily for the first timely Available TLS LNG Timeslot on this Day.

6. The LNG TL Application is submitted via the respective module of the Electronic Information System according to the terms of the LNG TL Contract, the provisions of the Code and the terms and conditions for access to the Electronic Information System, and contains:

   A. The EIC code of the TLS-User.

   B. The unique Identification Code of the Available LNG TL Timeslot that it wishes to book.

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7. Each TLS-User shall be entitled to apply for any Available LNG TL Timeslot wishing to book in accordance with paragraph [5]. The submitted LNG TL application shall become binding on the applicant and shall not be withdrawn.

8. With the approval of the LNG TL Application by the Operator, the requested LNG TL Timeslot is booked in favour of the TLS-User and the Approved LNG TL Application is concluded. The Operator shall inform the TLS-User of the Approved LNG TL Application via the respective module of the Electronic Information System.

9. Each Approved LNG TL Application shall be awarded by the Operator a unique code number and shall be annexed to the LNG TL Contract, concluded between the TLS-User and the Operator, as its implementing contract.

10. Without prejudice to the provision in paragraph [6] of Article [89K], the TLS-User shall be bound to duly and promptly pay the charges corresponding to each Approved LNG TL Application, by which the User reserved the corresponding LNG TL Timeslot, even if it does not make use of the LNG TL Service for reasons not attributable to the Operator's fault, in accordance with the Code, the terms of the LNG TL Contract and the LNG TL Facility Usage Tariff.

11. Access to the LNG TL Service may be denied in the following cases:

A) The execution of the Contract prevents the Operator from fulfilling the utility service obligations entrusted to it.

B) Failure to comply with the deadlines and conditions laid down in this Article.

C) The TLS-User has not provided the required guarantee, in accordance with the relevant provisions of the Code and the terms of the LNG TL Contract

(D) The LNG TL Application does not relate to an Available LNG TL Timeslot or does not meet the requirements of paragraph [5] of this Article.

E) An application is submitted by an unauthorized representative of the TLS-User

F) The LNG TL Nomination submitted by the user of the TLS-User, in accordance with paragraphs [4] and [8] of Article [89D], is not approved by the Operator

G) The LNG Truck driver and the Operator shall not co-sign the Identification Certificate or the LNG Truck Readiness Certificate for Filling in accordance with the relevant provisions of Article [89E]

H) The rules contained in the Technical Specifications Manuals for LNG-Trucks and LNG-Trucks Drivers, in the LNG TL Truck-Loading Manual and the rules of operation at the LNG TL Servicing Port are not respected

I) The Operator has suspended the LNG TL Service provision to the TLS-User, in accordance with the relevant provisions of the Code and the terms of the LNG TL Contract.

12. Access decline to the LNG TL Service shall be fully documented by the Operator; it shall be notified to the applicant accompanied by any supporting documents and evidence and shall be notified to RAEWW.

13. In the event of suspension of LNG TL Services, the LNG TL Timeslots reserved by the TLS-User may be reallocated to other TLS-Users. The TLS-User shall be

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exempt from the obligation to pay the fee and other charges for booking these LNG TL Timeslots insofar that these were actually reallocated by the Operator.

14. The Operator shall publish in the Electronic Information System the updated list of available LNG TL Timeslots.

Article 89[D]
Daily Planning Process LNG Trucks Loading

1. For the good, reliable, safe and most cost-effective operation of the LNG Trucks Loading Facility, the Operator shall prepare a Daily Planning for LNG Trucks Loading through which the operation of the LNG TL Facility shall be planned for each Day D.

2. For each LNG TL Timeslot, the LNG User who has reserved said LNG TL Timeslot may be served by the Daily LNG Reserve of a single LNG User for filling the LNG Truck.

3. For this purpose, for each Day D on which the TLS-User has reserved one or more LNG TL Timeslots, and provided that the Operator has not suspended the provision of the LNG TL Service to said TLS-User, an LNG Truck Loading Nomination (LNG TL Nomination) shall be submitted to the Operator via the respective module of the Electronic Information System, both by the TLS-User as well as the LNG User, providing the service to the TLS-User in the respective LNG TL Timeslot.

4. The LNG TL Nomination for each LNG TL Timeslot shall be submitted to the Operator's Electronic Information System by 15:00 of Day D-1.

5. The TLS-User and the LNG User serving the former shall submit via the respective module of the Electronic Information System the following:

   i. The TLS- User for each LNG TL Timeslot booked within D-Day, a LNG TL Nomination containing the unique Identification Code of the TLS LNG Timeslot, and the EIC code of the LNG User serving the TLS-User for the LNG TL Timeslot in question.

   ii. The LNG User serving the TLS User in question and for each LNG TL Timeslot within D-Day, a corresponding LNG TL Nomination which includes the Unique Identification Code of the LNG TL Timeslot, and the EIC code of the TLS-User.

6. For each LNG TL Nomination submitted in accordance with paragraph [5], the Operator shall check the following:

   A. the correctness of the EIC codes of the TLS and LNG User and their matching with the codes indicated on the LNG TL Nominations on behalf of the TLS and LNG User respectively, and the correctness of the Unique Identification Code of the LNG TL Timeslot, as indicated on the LNG TL Nominations of the TLS and LNG User and

   B. the estimated Daily LNG User Reserve, in accordance with Article [77] of the Code,

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and if the conditions under (A) and (B) above are fulfilled, the Operator approves the LNG TL Nomination, via the respective module of the Electronic Information System.

7. If for a TLS LNG Timeslot reserved by the TLS-User through an approved LNG TL Application:

   i. No LNG TL Nomination has been submitted on behalf of the TLS User or the LNG User serving the TLS-User or

   ii. the conditions laid down in paragraphs [5] and [6] are not met; or

   iii. the estimated Daily LNG User Reserve is not sufficient to provide the LNG TL Service in case B) of paragraph [6] of this Article or

   iv. the TLS-User has not submitted the required guarantee, pursuant to the relevant terms of the LNG TL Contract and the Article [89H] or

   v. the Nomination is submitted by an unauthorized representative of the TLS-User or

   vi. the Nomination shall be submitted in a format incompatible with the specifications of the Electronic Information System,

   By 15:00 of Day D-1, the Operator shall reject the LNG TL Nomination for this D-Day LNG TL Timeslot and shall inform the LNG and TLS Users via the respective module of the Electronic Information System.

8. If the LNG TL Nomination for the LNG TL Timeslot that has been reserved by the TLS-User is rejected, the TLS-User and the LNG User serving the former may submit a new LNG TL Nomination, in accordance with paragraph [5], by 16:00 on Day D-1.

9. The Operator shall approve or reject the re-submitted LNG TL Nomination in accordance with the provisions of paragraphs [6] and [7]. In case of rejection of the re-submitted LNG TL Nomination, the Operator shall inform the LNG and TLS Users via the respective module of the Electronic Information System by 17:00 of Day D-1.

10. By 21:00 of Day D-1, every TLS-User shall electronically submit a Driver-Truck-Timeslot Announcement to the Electronic Information System indicated by the Operator, for each LNG TL Timeslot that has been reserved and for which the relevant LNG TL Nomination has been approved. The Driver-Truck-Timeslot Announcement shall include the Identification Code of this LNG TL Timeslot, the details of the LNG Truck driver and the LNG Truck for the operation of the LNG TL service, as set out in the Technical Specifications Manual for LNG-Trucks and LNG-Trucks Drivers, which will implement the LNG TL Service through this Timeslot.

11. The selection of the LNG Truck driver and the LNG Truck by the TLS User is carried out exclusively by the drivers already registered in the LNG Drivers Registry and in the LNG Trucks Registry, respectively.

12. The Operator shall send RAEWW in electronic and editable format an analytical statement (LNG Usage Statement) which includes for the previous six months at least the following:

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i) the total number of LNG TL Timeslots allocated to be booked by the TLS-Users

ii) the total number of LNG TL Timeslots reserved by TLS-Users

iii) The total number of LNG loadings on LNG trucks

iv) The LNG TL Timeslots Limitation Days and the actions by the Operator in accordance with Article [89^{K}]

Article 89^{E}
Procedure for LNG Truck and Driver Controls

1. The way and process of communication between the Operator and the TLS-User from the arrival of the LNG truck at the LNG TL Servicing Port and throughout the duration of the TLS provision are set out in the Technical Specifications Manual for LNG-Trucks and LNG-Trucks Drivers.
2. Each LNG Truck and any LNG Truck driver arriving at the LNG TL Servicing Port must successfully pass the LNG Truck and driver identification control, in accordance with the Technical Specifications Manual for LNG-Trucks and LNG-Trucks Drivers, provided that the relevant LNG TL Nomination has not been rejected.
3. Upon entering the LNG TL Servicing Port, each LNG Truck Driver must present at the identification control, his own certification documents, the certification documents, the LNG Truck identification documents and the Driver-Truck-Timeslot Announcement. The conditions and procedure for obtaining certification as well as the technical specifications of LNG Trucks are set out in the Technical Specifications Manual for LNG-Trucks and LNG-Trucks Drivers. The identification control is based on this Manual. At the same time, a check of the LNG Truck is carried out in accordance with the Technical Specifications Manual for LNG-Trucks and LNG-Trucks Drivers.
4. If the controls referred to in paragraph [3] are successful, the LNG Truck driver and the Operator shall co-sign the Identification Certificate. Subsequently, LNG Truck driver and the LNG Truck board the transfer vessel to be transported to the LNG Facility.
5. Each LNG Truck arriving at the LNG Facility must successfully pass the LNG readiness-for-filling control, as specified in the Technical Specifications Manual for LNG-Trucks and LNG-Trucks Drivers.
6. If the control referred to in paragraph [5] is successful, the LNG Truck driver and the Operator shall co-sign the Readiness for LNG Filling Certificate from the LNG TL Facility.
7. If the control mentioned in paragraph [3] or the control of paragraph [5] are not successful, the Operator shall not provide the LNG TL Service for this LNG TL Timeslot, informing the TLS-User in writing to this effect.

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Article 89 F
Early or Late Arrival at the LNG Truck Servicing Port

1. If an LNG Truck arrives at the LNG TL Servicing Port on behalf of a TLS-User before or after the estimated time of arrival in accordance with the LNG Truck-Loading Manual for an LNG TL Timeslot, for which the relevant LNG TL Nomination has not been rejected, pursuant to the provisions of Article [89D], the Operator, after the identification control in accordance with the provisions of Article 89E, may propose to the TLS-User, at its absolute discretion, another Available LNG TL Timeslot within the same Day, without financial consequences for the Operator or the TLS-User, if its availability to this TLS-User does not affect the LNG TL Daily Planning. The TLS-User, if he/she so wishes, accepts in writing the Operator's proposal.

2. The non-arrival of an LNG Truck at the LNG TL Servicing Port on behalf of a TLS-User by the end of the LNG TL Service provision for that Day or the non-acceptance of the Operator's proposal due to the late arrival of the LNG Truck, in accordance with paragraph [1] of this Article; it exempts the Operator from the obligation to provide the TLS LNG Service for this particular LNG TL Timeslot and from the obligation to pay any compensation for this reason.

3. In case of an early or late arrival of a LNG TL Truck, if, on the basis of the Daily Planning for LNG Trucks Loading, it is not possible to make available another Available LNG TL Timeslot or if the Operator's proposal is not accepted by the TLS-User, the latter is not relieved of its obligations arising from the relevant Approved LNG TL Application; in particular, the TLS-User is not exempt from the duly and timely payment of the charges resulting therefrom, on the basis of the applicable LNG TL Facility Usage Tariff.

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Article 89G
Final Filling Quantities of LNG Trucks

1. Upon completion of each LNG Truck loading process, the Operator shall proceed to the necessary measurements to determine the LNG quantity injected into the LNG Truck, which constitutes the Final LNG TL Filling Quantity.

2. The Final LNG TL Filling Quantity of each LNG TL Timeslot shall be notified to the respective LNG Users and TLS-Users the latest two (2) hours after the completion of the LNG Truck loading. The Final LNG TL Filling Quantity shall be considered in the calculation of the Daily LNG User Reserve in accordance with Article [77] of the Code.

Article 89H
Guarantee for the LNG TL Service provision

1. In order to fulfill the obligation of submitting a guarantee for the provision of the LNG TL Service, the TLS-User may choose one of the following forms or any combination thereof:

   A) Letter of guarantee

   B) Deposit to a bank account kept by the Operator exclusively for this purpose.

2. The required guarantee amount for the provision of the LNG TL Service is set at EUR twenty thousand (€ 20,000) and may be adjusted upon recommendation by the Operator and approval by RAEWW.

3. The minimum requirements regarding the reliability of the provider of the above guarantee on behalf of the TLS-User, the control procedure by the Operator, the content of the relevant documents, the forfeiture and the refund procedure of part or all of the warranty provided by the Operator to the TLS-User as well as any other relevant details are set out in the LNG TL Contract.

4. The TLS-User shall be bound to submit to the Operator the required guarantee for the LNG TL Service provision, as set out in the LNG TL Contract, by 12:00 of the fifth (5th) Day before the Day on which the User first applies for LNG TL Application for the booking of the LNG TL Timeslot, in accordance with Article [89C] or Article [89I].

5. The TLS-User shall keep the required guarantee in force throughout the duration of the LNG TL Contract and for the amount specified in the LNG TL Contract.

6. If the TLS-User does not maintain a sufficient guarantee and has no outstanding debts to the Operator, it shall be entitled to provide an additional guarantee to cover the amount specified in this Article. If all other requirements of the Code and the terms of the LNG TL Contract are met, the Operator shall restore the provision of the LNG TL Service on the fifth (5th) Day following the submission Day of the above additional guarantee.

7. If the TLS-User does not submit or fails to timely submit or does not maintain a sufficient guarantee in accordance with the provisions of this Chapter and the terms of the LNG TL Contract, the Operator shall suspend the provision of all the services agreed under the LNG TL Contract, without being obliged to pay any compensation due to this reason, and is entitled to terminate the LNG TL Contract for good cause, in accordance with the specific conditions therein.

8. The booking of the LNG TL Timeslot by a TLS-User who has not provided the required guarantee to satisfy the respective request shall not be allowed. Any relevant LNG TL Application by a TLS-User shall be rejected by the Operator.

9. It shall not be permitted to assign an LNG TL Timeslot to a TLS-User who has not provided the required guarantee. Any such request shall be dismissed by the Operator.

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Article 89[I]
Assignment of LNG Trucks Loading Timeslots

1. Any TLS-User ("Transferor User") may enter into an assignment contract with another TLS-User ("Transferee User") for an LNG TL Timeslot, which has been booked through an Approved LNG TL Application.

2. With the assignment agreement, the Transferor and the Transferee User shall agree that the Transferee User shall be fully subrogated to the rights and obligations of the Transferor User arising from the provisions of the Code and the terms of the LNG TL Framework Agreement and shall be solely responsible vis-

a-vis the Operator for the fulfillment of these obligations, in particular those relating to the payment of the applicable LNG TL Facility Usage Tariff.

3. The assignment agreement shall only take effect with the consent of the Operator. To this end, the Contracting Parties shall submit a joint request for acceptance of the assignment by notifying the unique Identification Code of the LNG TL Timeslot to be assigned for Day D to the Operator, via the respective module of the Electronic Information System, and along with any information relating to such assignment until 13:00 of Day D-1. Upon submission of the above information, the Transferor User and the Transferee User are deemed to have reached agreement on the requested transfer, that the Transferor User is requesting the assignment of the relevant LNG TL Timeslot, and that the Transferee User accepts it.

4. If the Operator consents to the assignment request, via the respective module of the Electronic Information System, the allocated LNG TL Timeslot shall be booked without delay by the Transferee User through an Approved LNG TL Application. The Transferor User shall be exempted from its obligations towards the Operator resulting from the booking of the LNG TL Timeslot assigned.

5. The Operator does not consent, and the contract does not take effect for the Operator if:

   A. The assignment would result in a breach of the provisions of the Code for the Transferor or Transferee User or

   B. if the Transferor User has not booked the LNG TL Timeslot to be allocated through an Approved LNG TL Application, or

   C. The assignment contract was submitted to the Operator after the deadline referred to in paragraph [3], or

   D. The required guarantee has not been provided by the Transferee User, in accordance with the relevant provisions of the Code and the terms of the LNG TL Contract of the Transferee User.

Article 89 [J]
Emergency Crisis Level / Restricted Use of LNG TL Timeslots

1. In the case of an Emergency Crisis Level, the Operator may proceed to the issuing of an order(s) to limit the use of booked LNG TL Timeslots (LNG TL Timeslots Restriction Order) in accordance with paragraph [2] of this Article and the Emergency Plan.

2. The LNG TL Timeslots Restriction Order shall mean the order on behalf of the Operator to the TLS-Users during the Emergency Crisis Level or the LNG TL Timeslot Restriction Day, as referred to in Article 89K. Issuing an LNG TL Timeslots Restriction Order during the Emergency Crisis Level is carried out for the purpose of addressing it. Each TLS-User shall comply directly with the LNG TL Timeslots Restriction Order issued by the Operator.

3. The Operator, through the LNG TL Timeslots Restriction Order, shall immediately inform the TLS-Users on the failure to provide the LNG TL Service,

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for specific booked LNG TL Timeslots and the failure to satisfy the relevant approved LNG TL Nominations.

4. In case of an Emergency Crisis Level, the TLS-Users shall be bound to immediately execute any order issued by the Operator, including in particular the LNG TL Timeslots Restriction Orders. The actions by TLS-Users in compliance with these orders do not constitute an infringement of the terms of the LNG TL contracts, which have been concluded with the Operator.

5. During the Emergency Crisis Level, the financial obligations of TLS-Users shall not be suspended in accordance with the terms of the LNG TL Contracts concluded with the Operator.

Article 89 [K]
LNG TL Timeslots Restriction Day

1. The LNG TL Timeslots Restriction Day shall refer to any Day on which the LNG TL Service cannot be provided due to an Emergency Maintenance of the LNG TL Facility and/or the LNG Facility, or in case of invocation of Force Majeure by the Operator.

2. The Operator shall announce the advent of the LNG TL Timeslots Restriction Day in the Electronic Information System.

3. The Operator shall immediately inform the TLS-Users on the failure to provide the LNG TL Service, for the specific booked LNG TL Timeslots being affected and, on the failure, to satisfy the relevant approved LNG TL Nominations.

4. Each TLS-User must comply directly with the Operator’s instructions.

5. The Operator may propose, at its sole discretion, to the TLS-User another Available LNG TL Timeslot within the same Day or the next Day, without financial consequences for the Operator or the TLS-User, if its disposal to this TLS-User does not affect the LNG TL Daily Planning and the safe operation of the LNG TL Facility. The TLS-User, if he/she so wishes, accepts via the Electronic Information System, the proposal by the Operator. The TLS-User and the LNG User shall submit the relevant LNG TL Nomination, via the respective module of the Electronic Information System, within the time limit set by the Operator with the latter's proposal by way of derogation from the provisions of paragraph [4] of Article [89D].

6. The TLS-User shall be exempt from the payment of the charge corresponding to the booked LNG TL Timeslot in accordance with this Article, provided that it has not been satisfied in the preceding paragraph. The Operator shall not be liable to pay indemnity for the failure to provide the LNG TL Service in accordance with this Article. On the LNG TL Timeslots Restriction Day, the other obligations of the Operator and the TLS-Users or any other natural person or legal entity having a legitimate interest shall not be suspended, as laid down in the Code and the relevant LNG TL Contracts.

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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.

   iv) With the annual LNG Quantity for filling LNG Trucks

   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 RAEWW with access to this data.

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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 91[A]
Connection of Biomethane Facilities to the NNGTS

1. To facilitate connection of the Biomethane Facility to the NNGS, the provisions of the Code, the NNGS Metering Regulation, and the NNGS Tariff Regulation shall apply mutatis mutandis, subject to the specific provisions of these laws pertaining exclusively to biomethane.
2. For non-connected facilities, a contract is concluded between the Operator and the biomethane producer of the non-connected facility, covering the construction and operation of the Biomethane Control and Metering Unit, in accordance with the specific provisions of the Code, the NNGS Metering Regulation, and the NNGS Tariff Regulation.

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

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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 EU-wide development programme and regional investment plans according to the provisions of Article [26](3)(b) and Article [31] (1) of Regulation (EC) 2024/1789.

G) The sustainability of projects included in the Plan and their potential financing outside the framework of the Development Plan.

H) The interconnection with the NNGS of areas with significant production potential or increased interest in developing biomethane production facilities.

I) The need for reverse flow capability from the Distribution Network to the NNGTS, in accordance with paragraph [4], Article [9] of Law 5215/2025.

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],

ii) all Planned Projects, otherwise subject to the conditions of the following subparagraph, and

iii) construction works of the Biomethane Control and Metering Unit for Non-Connected Biomethane Facilities.

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

i) 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).

ii) at the initiative of the Operator, within the framework of its competences (NNGS Development Projects).

iii) following submission of an application by a Biomethane Producer for the construction and operation of a Control and Metering Unit for a Non-Connected Biomethane Facility, under the procedure of Article [95CA] (Non-Connected Biomethane Facility Projects).

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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 and a Non-Connected Biomethane Facility 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.

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In the case of Non-Connected Biomethane Facility Projects, the Operator shall submit, along with the Plan, the relevant Proposal of construction of the CMU.

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 Non-Connected Biomethane Facility Projects, 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 RAEWW. 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 RAEWW 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 and Non-Connected Biomethane Facility Projects, 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.

   C) The results of the public consultation conducted by the RAEWW 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 EU-wide development programme and regional investment plans, according to the provisions of Article [26](3)(b) and Article [31](1) of Regulation (EC) No. 2024/1789.

   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 RAEWW, will prepare a final draft of the Development Plan and submit it for approval to the RAEWW. The RAEWW 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 RAEWW.

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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 RAEWW. 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 RAEWW 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 RAEWW 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.

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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 or Non-connected Biomethane Facility 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:.

   A) The estimated cost of the Small Projects included in the List of Small Projects (excluding those falling under point B) but not integrated into the Development Plan (including the project designated for integration) shall not exceed the amount of twenty million Euros (€20,000,000); and

   B) The estimated cost of (a) NNGS Development Projects related to the implementation of reverse flow between the NNGTS and the Distribution Network, (b) User Connection Projects related to the connection of Biomethane Facilities, and (c) Projects of Non-Connected Biomethane Facilities included in the List of Small Projects but not integrated into the Development Plan (including the project designated for integration) shall not exceed the amount of ten million Euros (€10,000,000).

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 the Proposal for construction of the CMU as per article [95CB],

   B) On removal of a Project within (5) Days from its Completion Date,

   C) When the Development Plan receives the approval of the RAEWW.

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 RAEWW, and which also have a Completion Date prior to the next regular submission of the Development Plan to the RAEWW under article [92].

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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.

3. The Advanced Reservation of Capacity Application will specify and include at least the following:

   A) The Entry Points to which the applicant intends to deliver natural gas or biomethane, as applicable, 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 on a Firm Basis 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 Connected System from which the Natural gas is injected to the Transmission System, or the Biomethane Facility, and the estimated annual Natural Gas Quantity received from the Reception Facility or Connected System, or the estimated annual Natural Gas or Biomethane Quantity destined for delivery to the Transmission System. In the case of a future Natural Gas Reception Facility, future Connected System or Biomethane Facility, 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 license or license 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.

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G) A license or similar document confirming completion of the environmental licensing process for the Biomethane Facility, required for admissibility of the Application.

H) The area within the premises of the Biomethane Facility required for the installation of the CMU.

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). In the case of an Application for Advanced Reservation of Capacity relating to the connection of a Biomethane Facility to the NNGTS, the Application for Advanced Reservation of Capacity Fee is set at fifteen thousand Euros (€15,000).

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. The Operator maintains a single order of priority between

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applications relating to injection/offtake of Natural Gas and applications relating to injection of Biomethane. 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}].

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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 [95A], 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 an Advanced Reservation of Capacity Application in connection with the Application under evaluation, within a period of two (2) months (Deadline for Expression of Interest). The Operator informs the applicant of the information included in the summary of the Application to be published. The applicant shall identify any commercially sensitive information that they do not wish to be included in the summary of the Application within three (3) working days from the date of notification. If no information is submitted within the above deadline, it shall be deemed that the applicant agrees with the content of the summary, which shall be published as stated above.

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 NNGS 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 RAEWW.

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 licenses 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, in case of Natural Gas connection projects, primarily includes identification and documentation of the budgeted cost of the required works

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and an assessment of their financial efficiency, according to the methodology and the criteria set out in the NNGS Tariff Regulation and, in case of Biomethane Facilities' connection, according to the provisions of Article [9] of L. 5215/2025 and the NNGS 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 on a Firm Basis, 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 on a Firm Basis 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 and notify RAEWW 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

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ii) an alternative design related to the methods of provision of the requested Transmission Services on a Firm Basis, 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, and notify the RAEWW, 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 RAEWW, 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 RAEWW.

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 on a Firm Basis 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

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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 RAEWW.

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 evaluate the necessity to prepare 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 Large 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

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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$^{\Gamma}$], 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 RAEWW, 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

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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, 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 Large Projects 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.

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Article 95[CA]

Application for the Construction and Operation of a Control and Metering Unit for a Non-Connected Biomethane Facility

1. The right to submit an Application for the Construction and Operation of a Control and Metering Unit for a Non-Connected Biomethane Facility is granted to those registered in the NNGS Users' Registry, as per article [72] of the Law.
2. The application is submitted to the Operator in writing, using a standard application form (Non-Connected Biomethane Facility Application), which is prepared by the Operator and published in editable format in the Electronic Information System.
3. The Non-Connected Biomethane Facility Application shall specify at least:
   A) The details of the applicant Biomethane Producer and the authorisation of the person signing the application.
   B) A technical description of the Non-Connected Biomethane Facility including, at minimum: the estimated annual quantity of Biomethane to be delivered to the CMU, the maximum and minimum hourly Biomethane flow rate, the rate of increase and decrease in Biomethane production, the minimum and maximum pressure and input & output temperature, any requirement for adding odorants, and whether the produced Biomethane undergoes compression or liquefaction.
   C) The licensing and construction schedule of the Non-Connected Facility and any related projects, its estimated commissioning date, any licenses granted or any license applications submitted in relation to the Non-Connected Biomethane Facility, as well as any agreements concluded in this regard, excluding commercial and other confidential information. For the admissibility of the application, it is additionally required that the relevant environmental licensing process has been completed, with submission of the corresponding permit granted for this purpose.
   D) The area within the premises of the Biomethane Facility required for the installation of the CMU, in accordance with the Operator's specifications.
4. The examination of a Non-Connected Biomethane Facility Application requires payment of the Non-Connected Biomethane Facility Application Fee to the Operator, which is set at fifteen thousand Euros (€15,000).
5. The Non-Connected Biomethane Facility Application shall be accompanied by proof of payment of the respective fee. Details concerning the payment methods of the fee are determined by the Operator and published in the Electronic Information System.
6. The revenues from Non-Connected Biomethane Facility Application Fees are considered to be Basic Transmission Activity revenues and are credited to the respective account held by the Operator.
7. When evaluating Non-Connected Biomethane Facility Applications, the Operator adheres to the order of priority of their submission. Within fifteen (15) working days from submission of the Non-Connected Biomethane Facility Application, the Operator may ask the applicant for information supplementary to the application where omissions are identified, and set a deadline for

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submission thereof, which may not be less than fifteen (15) working days. If within the period of fifteen (15) working days from submission of the Non-Connected Biomethane Facility 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 submission of the additional information or clarifications to the Operator, and the evaluation procedure described in Article 95[CB] is followed.

8. The Operator shall reject in writing the Non-Connected Biomethane Facility Application, without further evaluation, in the event of unsuccessful lapse of the deadline for submitting additional information or if the applicant fails to submit all information requested by the Operator. In this case, the Operator shall return the Non-Connected Biomethane Facility Application Fee to the applicant.

Article 95[CB]

Evaluation of Application for the Construction and Operation of a Control and Metering Unit for Non-Connected Biomethane Facilities

1. The Operator shall issue a decision on the Non-Connected Biomethane Facility Application within six (6) months from the date on which the application was deemed formally complete.
2. When evaluating the Non-Connected Biomethane Facility Application, 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 RAEWW.
3. When evaluating the Non-Connected Biomethane Facility Application, the Operator shall prepare a study (New Project Assessment Study), which shall include at least the following:

   A) A technical assessment of the Non-Connected Biomethane Facility Application, including in particular the definition of the project's technical scope; and

   B) The estimated timetable for the licensing and construction of the project, if its implementation is considered technically feasible.
4. The Operator, having taken into account the results of the New Project Assessment Study, may:

   A) Accept the Non-Connected Biomethane Facility Application, subject to prior inclusion of the relevant projects in the Development Plan or the List of Small Projects, as described in the corresponding New Project Assessment Study and the conclusion of related agreements, in accordance with Article [95EA]. The Operator will inform the applicant in writing of

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its decision (and further communicate such decision to RAEWW) 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, by attaching the relevant New Project Assessment Study.

B) Accept the Non-Connected Biomethane Facility Application where the Operator's proposal, as set out in the New Project Assessment Study, differs from the information included in the producer's application, provided that the producer unconditionally accepts the New Project Assessment Study within thirty (30) days of its notification. In this case, the procedure outlined under point A) above shall apply;

C) Reject the Non-Connected Biomethane Facility Application where the technical feasibility of implementing the required projects is not substantiated. The Operator shall notify the applicant in writing, attaching the relevant New Project Assessment Study. The reasons for rejection of the application are documented in the New Project Assessment Study. The decision to reject the application is communicated to RAEWW, accompanied by the relevant New Project Assessment Study.

5. Within thirty (30) working days from acceptance of the Application, the Operator shall prepare a Proposal for construction of the CMU, which shall include the Non-Connected Biomethane Facility Application along with any modifications to the application that were accepted by the applicant during the above procedure. The above Proposal must be submitted to RAEWW.

6. The Operator is obliged to include the relevant project in the next Draft Development Plan or the List of Small Projects, as the case may be.

7. Within fifteen (15) working days from approval of the Development Plan or from the project's inclusion in the List, the Operator invites in writing the applicant whose Application is included in the Proposal for construction of the CMU, asking them to appear within sixty (60) days of the Operator's invitation in order to conclude a Construction and Operation of a Control and Metering Unit Agreement for a Non-Connected Biomethane Facility, according to the provisions of article [95EA]. If the User fails to appear within the deadline set by the Operator, the Operator shall reject the User's Non-Connected Biomethane Facility Application in writing. The decision of the Operator to reject the application is communicated to RAEWW.

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 Large Project that has been included in the Development Plan, according to paragraph [11] of article [95^{B}].

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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 license 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 or biomethane 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 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 reception pressure.

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C) The requested start date for the provision of Transmission Services on a Firm Basis 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 licenses 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 notification to the Operator of the User’s final investment decision for implementing the Natural Gas Reception Facility or the Biomethane Facility or the Connected System downstream from the Exit Point, the Reverse Flow Exit, or upstream from the Entry Point or the Reverse Flow Entry, as declared by the User in the respective Application.

(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.

(iv) The obligation of the Biomethane Producer to grant the Operator, free of charge, the required area within the premises of the Biomethane

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Facility for installing the CMU, which shall be located upstream from the biomethane compression or liquefaction equipment.

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

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(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.

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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 who have demonstrably taken a final investment decision to implement the Natural Gas Reception Facility or the Biomethane Facility or the Connected System downstream from the Exit Point, the Reverse Flow Exit, or upstream from the Entry Point or the Reverse Flow Entry, as declared by the User in the respective Advance Capacity Reservation Application, provided that such 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.

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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 of Transmission Services on a Firm Basis 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 an Advanced Reservation of Capacity Agreement, as appropriate, and the compensation payable by the User to the Operator in the case of termination or early 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.

   E) User's obligation to complete, on the User's own responsibility, the construction of the facility to be connected within the timeframe to which they have committed, in order to enable delivery and reception of Natural Gas or Biomethane, as applicable, and in order to avoid prolonged reservation of capacity which remains unused.

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

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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).

B1) The obligation of the Biomethane Producer to grant the Operator, free of charge, the required area within the premises of the Biomethane Facility for installing the CMU, which shall be located upstream of the biomethane compression or liquefaction equipment.

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.

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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.

(H1) The User's obligation to inform the Operator in writing of the construction progress of the project at least every three (3) months.

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 organization 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 RAEWW, 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 or early 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 or early 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.

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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 RAEWW asking for an action proposal to address the issue. In the case of rejection of the RAEWW'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

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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 RAEWW decision, the validity of these Connection Agreements is suspended.

9. If the project involves the connection of a Reception Facility, a Biomethane Facility or a Connected Natural Gas System to the Transmission System, the Connection Agreement makes provision, where required, for payment of a mandatory Connection Fee by the User, according to the NNGS Tariff Regulation. If the cost of the project paid by the User 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 or to the portion of the total project cost that the User has undertaken to pay, and, in case of a Biomethane Facility for which no Connection Fee is payable, upon completion of the project and integration of the new point into the system.

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 RAEWW, 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 RAEWW 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[EA]

Contract for the construction and operation of a Control and Metering Unit for Non-Connected Biomethane Facilities

1. The Contract for the construction and operation of a Control and Metering Unit for Non-Connected Biomethane Facilities (hereinafter the "Non-Connected Biomethane Facility Contract") is concluded, following a written invitation by the Operator, between the Operator and the Biomethane Producer whose application has been accepted by the Operator in accordance with the procedure set out in Article [95CB].

2. The Non-Connected Biomethane Facility Contract shall be executed in writing.

3. The Non-Connected Biomethane Facility Contract shall produce legal effects from the date of its execution and until the expiry of the operational period of the CMU.

Unofficial translation

4. The subject matter of the Contract includes:

   A) The construction and operation of the Control and Metering Unit (CMU) by the Operator, who shall hold ownership of, and operational responsibility for the CMU.

   B) The Operator's obligation to complete, at its own cost, all necessary licensing procedures for the construction and operation of the Control and Metering Unit, as well as all actions necessary for providing the services set out in the Non-Connected Biomethane Facility Contract.

   C) The obligation of the Biomethane Producer to grant the Operator, free of charge, the required area within the premises of the Non-Connected Biomethane Facility for installing the CMU, which shall be located upstream from the biomethane compression or liquefaction equipment.

   D) The obligation of the Biomethane Producer to allow unrestricted access to the Operator's authorised personnel, at any time and on any day, for reasons of safety, operation, and maintenance of the CMU equipment.

   E) The obligation of the Biomethane Producer to complete, under its own responsibility, the construction of all facilities required for connecting the Unit to the CMU within the agreed timeframe.

5. The Non-Connected Biomethane Facility Contract shall specify at least the following, without prejudice to paragraph [8]:

   A) The completion date of the Control and Metering Unit and its commissioning date.

   B) The penalties forfeited in favor of the Biomethane Producer in the event that the agreed Commissioning Date is exceeded by more than six (6) months, for each month of delay.

   C) The penalties payable by the Biomethane Producer to the Operator if the Biomethane Producer terminates the Non-Connected Biomethane Facility Contract, or if the Contract is terminated due to culpability of the Biomethane Producer, during the period from contract execution until commissioning of the Control and Metering Unit.

   D) The guarantees that the Biomethane Producer is required to provide to secure its obligations arising from the Contract.

   E) The capacity of the Biomethane Producer to be replaced in whole or in part with respect to all its rights and obligations arising under the Non-Connected Biomethane Facility Contract.

   F) The obligation of each contracting party to inform the other party in writing regarding the progress of construction works related to the project.

   H) Instances of force majeure, termination of the contract, and the procedure for resolution of disputes that may arise during the implementation of the terms of the Agreement.

   I) The procedure for amendment of the contract and for redefinition of its terms in case of a change in the regulatory framework.

   J) The procedure for the Biomethane Producer to access the metering data of the CMU.

Unofficial translation

6. The Operator shall notify the licensing authority, in accordance with Law 5215/2025, of the execution and entry into force of the contracts concluded under this Article. Copies of such contracts shall be provided by the Operator, upon request, to the licensing authority and to the Directorate of Renewable Energy Sources and Alternative Fuels of the General Directorate for Energy of the Ministry of Environment and Energy.

7. Within six (6) months from the entry into force hereof, the Operator is required to prepare and submit a Standard Non-Connected Biomethane Facility Contract to RAEWW, which will be proposed by the Operator without discrimination to all Biomethane Producers under paragraph [1]. Specific conditions of the Standard Non-Connected Biomethane Facility Contract may vary, depending on the technical characteristics and the budget of the project to which the Contract relates.

8. The Operator shall publish the text of the Standard Non-Connected Biomethane Facility Contract 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 Large Projects 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 RAEWW, 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 RAEWW.

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.

Unofficial translation

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 RAEWW 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.

Unofficial translation

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 RAEWW.

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 RAEWW.

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 RAEWW 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 RAEWW 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 RAEWW, 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

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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 cannot 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

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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 then the decision will also be communicated to the RAEWW.

   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 RAEWW 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.

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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 RAEWW. 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 RAEWW for approval. The Open Procedure Tender Invitation will then be approved by the RAEWW 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 RAEWW. 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 RAEWW.

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 then the decision will also be communicated to the RAEWW.

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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 RAEWW. 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 RAEWW 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 RAEWW. 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 RAEWW.

Unofficial translation

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.

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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 or the provision of the LNG TL Service. 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 and LNG TL 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 include 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.

Unofficial translation

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.

   D) Ten (10) working days for the LNG TL Facility Maintenance, with three (3) working days as maximum number of consecutive days.

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, LNG Users and TLS-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, LNG Users and TLS-Users, Connected Systems Operators and any other natural person or legal entity that has legal interest therein.

Unofficial translation

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, LNG and TLS-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, LNG and TLS 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, and with the non-satisfaction of the LNG TL Nominations of TLS-Users and LNG Users that serve them in a fair and non-discriminatory manner. The restriction and the non-satisfaction of nominations of the above users is published by the Operator, on condition of preservation of confidentiality.

3. On Maintenance Days, Transmission System, LNG and TLS-Users are responsible for providing full assistance to the Operator and fully complying with its instructions.

4. Transmission System, LNG and TLS 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.

Unofficial translation

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, Connected System Operators, and 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 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 RAEWW at least two (2) months prior to the modification. The Operator must inform the Users regarding all modifications to the Electronic Information System and before the start of the implementation of such modification.
7. The Operator is obliged to provide to the RAEWW any information regarding the operation the Electronic Information System.

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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 (EU) 2024/1789, 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 (EU) 2024/1789.
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 Regasification Capacity of the LNG Facility.

   B) Daily estimates of the Operator regarding the available Regasification 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 Regasification 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 Regasification Capacity of the LNG Facility available for the next ten (10) Years.

   H) Historical data on the maximum and minimum used Regasification Capacity of the LNG Facility per Month and the annual mean averages of LNG Regasification for the last three (3) Years, and on a rolling basis, up to the previous Month.

   I) The Annual LNG Plan

   J) The List of certified LNG vessels, as well as each update thereof.

   K) List of Available LNG Trucks Loading Timeslots.

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.

6. Entries, registrations, and all actions carried out by Transmission Users, LNG Users and TLS Users within the Electronic Information System are executed following controlled access to the system using their personal credentials and submission of all required information, in accordance with the Code, the terms of the applicable Transmission Agreement, LNG Agreement, and LNG TL Contract, as well as the terms and conditions of access to the system.

7. The Operator provides information through the Electronic Information System regarding the status and/or processing stage of any entry, registration, or other

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action submitted through the system. The Operator electronically approves or rejects the actions of Transmission Users, LNG Users and TLS Users, as applicable, through the corresponding system module. In the case of Approved Applications, the Operator may confirm approval through an automated email notification sent to the electronic address declared by the respective User.

8. Entries and registrations within the Electronic Information System carry full evidentiary value with respect to the facts, transactions, and legal acts they certify, counter-evidence being permitted. Copies or extracts generated from the system's electronic registry are deemed equivalent to mandatory commercial books within the sense of Articles 444(1) and 448(1) of the Code of Civil Procedure.

Article 102[A]

Temporary Unavailability of the Electronic Information System

1. For as long as the Electronic Information System is subject to limited availability or unavailability for any reason, any legal or other act which, pursuant to the provisions of this Code, is executed or carried out electronically through the Electronic Information System, shall be executed or carried out, respectively, by using the appropriate template and any other document indicated by the Operator on its website. Such document shall be signed by duly authorised representatives of the Users and/or the Operator and submitted in physical form. As signature, in the above sense, is meant the digital signature as well. Digitally signed documents may only be submitted by e-mail.
2. 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, 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.

Unofficial translation

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 33(3) and (4) of Regulation (EU) 2024/1789, which have been approved by RAEWW.
2. Within six (6) months before the date of 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 shall submit an updated list of the respective NNGTS Points to the RAEWW.

3. The RAEWW 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 RAEWW may require additional information, data, or clarifications from the Operator.

5. The RAEWW 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 RAEWW 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 RAEWW.

7. 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.

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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, cyber attack, 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.

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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.

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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.

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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.
3. 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 17

FINAL PROVISIONS

Article 109

Article 110

Transitional Provisions

1. As regards the New Interconnection Point (NGTS/IGB) "Komotini (DESFA/IGB)" and the New Entry Point of the NNGTS "Amphitrite" and specifically regarding the Daily NNGTS Plan, and exclusively for the period commencing on the day preceding the Commissioning Date of the new Entry Point "Amphitrite" and ending on the Day of System Integration of the Komotini Compression Station, the Renomination Period shall be divided into seven (7) consecutive Renomination Cycles, by way of derogation from paragraph 3 of Article 26 of the Code, as follows:
    i. The first Renomination Cycle commences at the Renomination Period Start Time and ends at 18:00 hrs on the Day preceding the one it refers to,
    ii. the following five (5) Renomination Cycles are hourly, starting with the deadline for submission in the immediately preceding Renomination Cycle,
    iii. the next and last Renomination Cycle commences at 23:00 and ends at 24:00 of the Day preceding the Day it refers to.
2. During the aforementioned period, no intraday standard capacity products shall be offered at the two Points.
3. As per the rest, the other provisions of Article 26 of Code shall apply mutatis mutandis.
4. The Operator shall announce on its website the Start Date of commissioning of the new NNGTS Entry Point "Amphitrite" and the Day of System Integration of the Komotini Compression Station at least three (3) Days prior to their commencement. This decision shall be communicated to the Operator DESFA S.A. and published in the Government Gazette.

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ANNEX I

NNGS 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 -5°C or greater than 50 °C. 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 -5°C. In this case, it is essential that the temperature of the natural

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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

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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.

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Biomethane Quality Specifications

Components/Parameters	Units	National specifications for Biomethane to be injected into the NNGTS	Notes
Wobbe Index	(kWh/Nm^3)	13.60 – 15.81	-
Gross Calorific Value (GCV)	(kWh/Nm^3)	10.23 – 13.26	-
Relative Density	-	0.555-0.7	-
Methane (CH_4)	%mol	95 (min)	-
Carbon dioxide (CO_2)	%mol	2.5 (max)	-
Oxygen (O_2)	%mol	0.2 (max)	24-Hour moving average
Hydrogen (H_2) (1)	%mol	2 (max)	-
Hydrogen sulphide (H_2S as S)	(mg/Nm^3)	5 (max)	-
Mercaptans (as S) (1)	(mg/Nm^3)	6 (max)	-
Total sulphur (as S) (1)	(mg/Nm^3)	21 (max)	-
Water Dew Point (WDP)	^oC	0 (max)	At a reference pressure of 80 barg
Hydrocarbon Dew Point (1,2)	^oC	0 (max)	Under any pressure from 0 to 80 barg
Total volatile silicon (as Si) (1)	(mg/Nm^3)	0.3-1 (max)	
Chlorinated compounds (1)	(mg/Nm^3)	1 (max)	-
Fluorinated compounds (1)	(mg/Nm^3)	3 (max)	-
Carbon monoxide (CO) (1)	%mol	0.1 (max)	-
Ammonia (NH_3) (1)	(mg/Nm^3)	11 (max)	-
Amines (1)	(mg/Nm^3)	11 (max)	-
Dust and Liquids	-	-	Biomethane must be practically free from other gases, solid or liquid substances that may create risks of blockage or dysfunction

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			or damage to normal gas installation facilities and standardized gas equipment.

SAMPLING:

1. **Periodic on-site sampling (not-online)** in the following frequency:
   - At the **start of production**, sampling shall take place **every 15 days for the first 3 months**, with at least one valid measurement.
   - During **the first year of production**, sampling shall be performed **monthly** from **the 4th to the 15th month** of production.
   - From the **16th month onwards**, sampling shall be performed **every 3 months**.
2. If any parameter is found to be off-specification, sampling frequency shall revert to **every 15 days** until **6 consecutive results fall within the prescribed limits**. Thereafter, sampling frequency shall be determined as described above.
3. In cases where **Liquefied Petroleum Gas (LPG) is injected** into biomethane, the metering station must be equipped with an **online hydrocarbon dew point analyser**, ensuring **continuous monitoring**.

NOTES:

- Normal cubic metre (Nm^3) means the quantity of biomethane mass which, at an absolute pressure of 1.01325 bar and a temperature of 0° C, occupies a volume of one (1) cubic metre.
- Gross Calorific Value (GCV): The quantity of heat released from the complete stoichiometric combustion, with air, of one (1) normal cubic metre of biomethane at a constant absolute pressure of 1.01325 bar, assuming an initial fuel mixture temperature and a final combustion products temperature of twenty-five (25) degrees Celsius, and with the water produced during combustion being fully condensed in the liquid state. Normal cubic metre means the quantity of biomethane mass which, at an absolute pressure of 1.01325 bar and a temperature of 0° C, occupies a volume of one (1) cubic metre.

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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.

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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:

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1. The Operator will send the User a Potential Interruption Message (Form D), in which it informs the User regarding potential issue of an 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.

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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.

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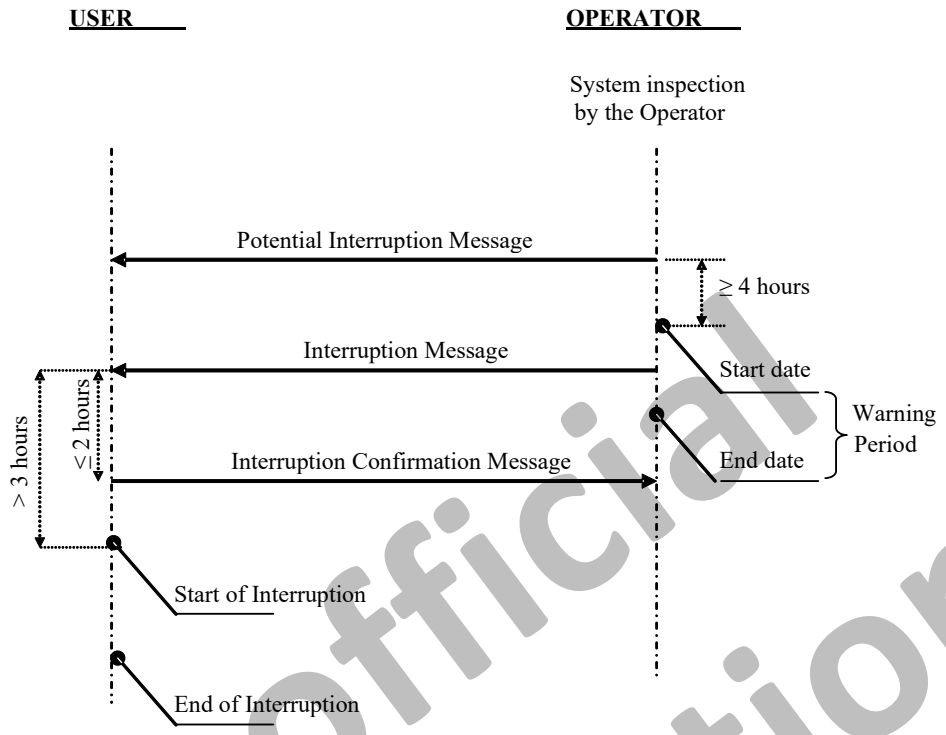
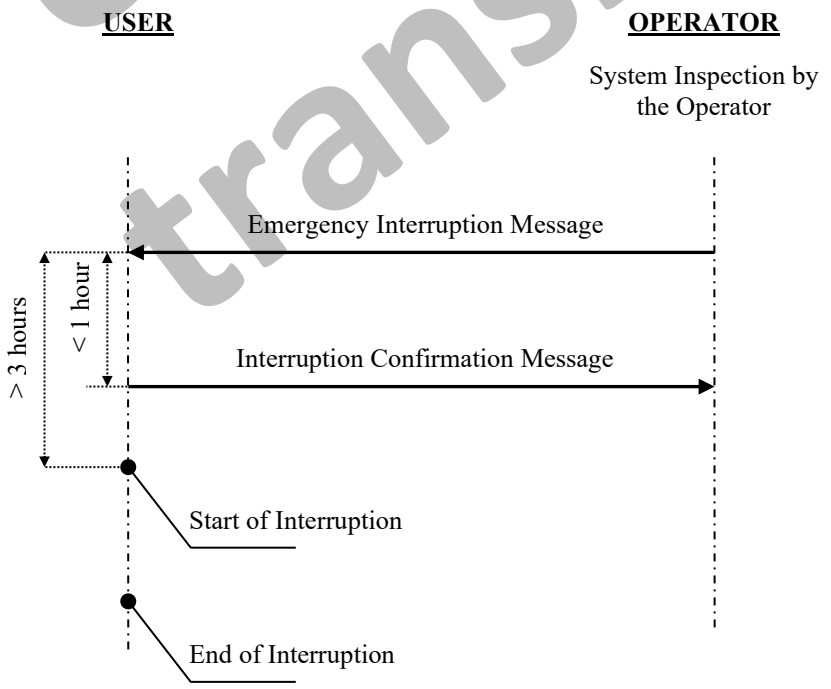
Schematic Representation of Interruption Procedures

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:



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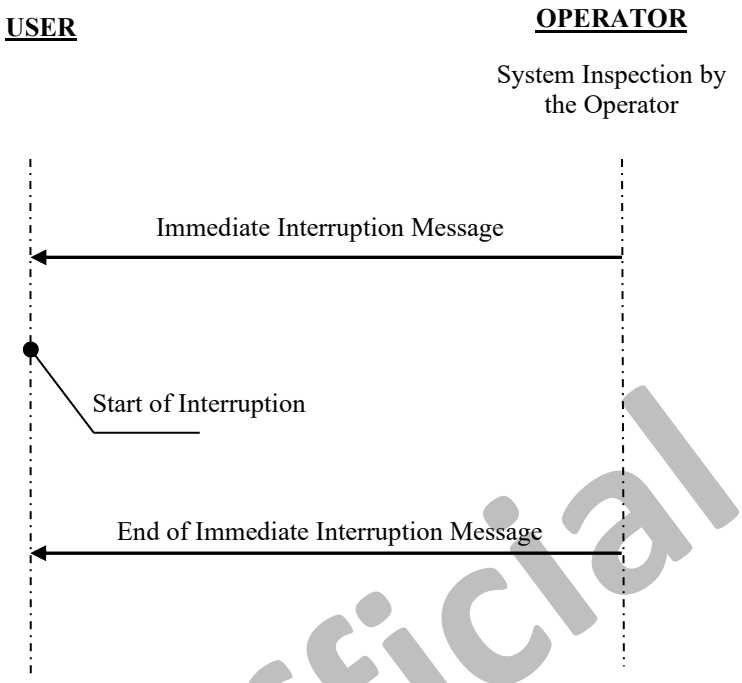
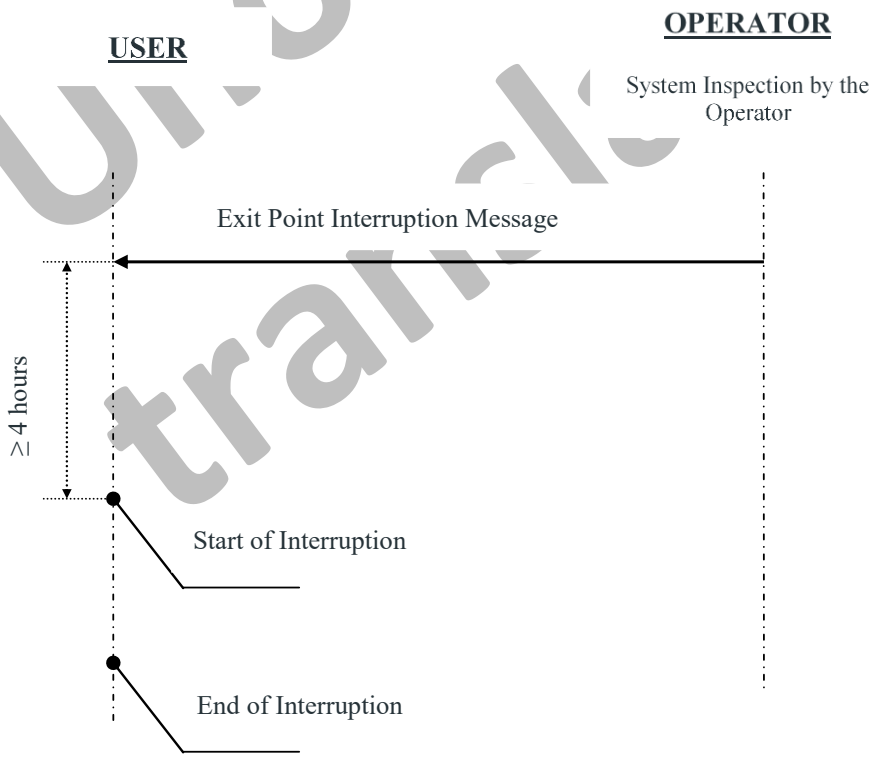
3. The Immediate Interruption Procedure is summarised in the following figure:



4. The Interruption Procedure at an NNGTS Exit Point/Reverse Flow Exit Point is summarised in the figure below:



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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

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