

**PROCEDURE FOR THE ORGANIZATION AND OPERATION OF THE
MEDIUM & LONG-TERM STANDARDIZED PRODUCTS MARKET ADMINISTERED BY THE
COMPANY BURSA ROMÂNĂ DE MĂRFURI (ROMANIAN COMMODITIES EXCHANGE) S.A.**

GENERAL PROVISIONS

Art. 1. - The present procedure establishes the organized framework for the trading of natural gas on the Medium and Long-Term Standardized Products Market (hereinafter referred to as "the Market"), through electronic trading platforms managed by Bursa Română de Mărfuri (Romanian Commodities Exchange) S.A., hereinafter referred to as "BRM", as the licensed operator in the management of the centralized natural gas markets. This procedure is issued in application of ANRE President Order no. 95/2021, with subsequent amendments and additions, for the approval of the Regulation on the organized framework for the trading of standardized products on the centralized natural gas markets managed by the Romanian Commodities Exchange - S.A. (Bursa Română de Mărfuri - S.A.).

TERMINOLOGY

Art. 2.

(1) For the purposes of this Regulation, the terms used shall have the following meanings:

- **Competent Authority** - National Energy Regulatory Authority (ANRE);
- **Broker** - the natural person in an employment relationship with the economic operator or with a brokerage firm, whose main duties are to place and maintain orders during trading sessions/tenders and who has the right to engage the liability of the economic operator he represents in relation to the BRM;
- **Counterparty** - the role assumed by the BRM by which it interposes itself through a novation process in a Transaction, becoming common buyer for sellers and common seller for buyers, according to the *Clearing, Settlement and Risk Management Regulation of the Romanian Stock Exchange as Counterparty*;
- **Participation Agreement** - a standard agreement defined by the operator of the centralized market, concluded with the participants, and stipulating the mutual rights and obligations of the parties regarding the participation in the Centralized Markets managed by BRM;
- **Novation contract** (Annex 4 to this Procedure) - a contract applicable by law to a Participant that has concluded a transaction on the centralized natural gas market administered by the Romanian Commodities Exchange and whose counterparty to the transaction refuses to conclude a standard contract (Annex 2 to this Procedure). The novation agreement is between the Participant and the Bursa as Counterparty. The novation contract applies only to participants that are not Clearing Members of the Counterparty of the Romanian Commodities Exchange;

- **The Transmission and System Operator (TSO)**, in this case S.N.T.G.N. Transgaz S.A.;
- **Sale and/or Purchase Order** - an offer submitted by a Participant, consisting of a price-quantity pair and other specific attributes and representing the firm commitment of the Participant;
- **Participant** - an economic operator in the natural gas sector/end-customer who signs the Agreement for participation in the energy markets administered by the Romanian Commodities Exchange S.A.
- **Price** - the price at which the transaction was executed, recorded and displayed by the trading system;
- **Best Price** - the price of the trade order with the highest execution priority, i.e. the highest bid price or the lowest offer price of a tradable product;
- **Simple Competitive Trading Procedure** - the set of rules and mechanisms for bidding, negotiation and trading established by this Procedure. It presupposes the launch of standard tradable products on the basis of an order submitted by an initiating broker, which has the exclusive right to place orders, for one of the directions (buy/sell or buy only, according to the specific regulations in force). The other brokers have the right to enter only orders in the opposite direction to the direction of the order entered by the initiating broker;
- **Dual competitive trading procedure** - set of rules and mechanisms of bidding, trading and dealing established by this procedure. It presupposes the launch of standard tradable products by BRM within one trading session;
- **Standard product** - a product defined within the BRM trading system, in accordance with the "Centralized list of standardized products tradable in the natural gas market of short-term standardized products and in the market of standardized products in the medium and long term, in the market of standardized products in the medium and long term, in the market of long-term flexible products, as well as in the market of standardized derivatives in the medium and long term", hereinafter referred to as "*Centralized List*", approved by ANRE President's Decision no. 1755/04.07.2023 on amending and supplementing the Annex to the Decision of ANRE President no. 1397/2018 for the approval of the Centralized List of tradable products within the short-term standardized products market, the medium and long-term standardized products market, the medium and long-term flexible products market, as well as the medium and long-term standardized derivatives market, with subsequent amendments and additions, and in accordance with the provisions of the Order of the President of ANRE no. 105/2018 for the approval of the General Rules on the centralized natural gas markets, as subsequently amended and supplemented, having as their object the sale - purchase of natural gas for a period of time longer than one gas day, respectively any other standard products approved at a given time in a subsequent manner by Decision of the President of ANRE;
- **Flexible product** - a product that can be traded within the BRM trading system, in accordance with the "Centralized List" as well as with the provisions of ANRE President's Order no. 105/2018 for the approval of the General Rules on the centralized natural gas markets, with subsequent amendments and additions, having as object the sale - purchase of natural gas for a period of at least 1 month;
- **Transaction report**- statement generated by the BRM's trading systems to each Participant for its own transactions, containing complete data on orders entered and transactions concluded: report number, date of the trading session, name of the traded product, daily [MWh/day] and total quantity traded [MWh], delivery period (according to the traded product), identification number of each transaction ("ID"), name of the opposite direction winner, quality of the Participants in the transaction (Seller/Buyer), quantity traded and auction price of each transaction [lei/MWh] ,

transaction timestamp;

- **Post-Trade Report** - a statement issued by the Counterparty system to each Participant for the transactions accepted by the Counterparty, including the level of collateral raised by the Participant on the margin account opened with the Counterparty, the amounts withheld to cover the risk in margins, the amounts available for trading or, if applicable, the margin call, according to the Counterparty's regulations;
- **Counterparty Regulations** - the set of rules and procedures consisting of the *Clearing, Settlement and Risk Management Regulation of the Romanian Stock Exchange* as Counterparty and the *Instructions* issued by BRM for the application of this Regulation;
- **Trading session** - the period of the single or double competitive trading procedure, during which sell and/or buy orders may be entered, modified, suspended or canceled and transactions may be concluded - if the correlation conditions established by the algorithms of the trading systems are met;
- **Trading systems** - IT systems operated and administered by the BRM for the purpose of transactions;
- **Trade** - *an* operation concluded in the trading system as a result of matching a bid and offer in accordance with algorithms specific to trading platforms;
- **Transaction ceded to the Counterparty** - a post-trade operation whereby a transaction is transferred to the BRM Counterparty, following the refusal of a Participant, party to a transaction, to conclude the Standard Contract (Annex 2 to this Procedure) as a post-trade operation with the counterparty to the transaction. The Participant requesting this transaction must be a Clearing Member of the Counterparty at the time of the request;
- **Counterparty Accepted Transaction** - a post-trade operation whereby BRM as Counterparty takes over the rights and obligations of a Participant resulting from the transaction for the purpose of interposing between it and the other counterparty to the transaction;
- **Initiating Order** - an intention to buy and/or sell, materialized by placing an offer on the trading platforms, consisting of a quantity - price pair.

(2) Other terms used and definitions used in this Procedure shall have the meanings set forth in "Regulation on the organized framework for the trading of standardized products on the centralized natural gas markets administered by the company Bursa Română de Mărfuri (Romanian Commodities Exchange) S.A.", hereinafter referred to as "Regulation", as well as in the relevant legislation in force.

STANDARD AND FLEXIBLE PRODUCTS ADMITTED TO TRADING

Art. 3

(1) In accordance with the "*Centralized List*", BRM organizes trading sessions for the following standard and flexible products on the medium and long-term products market:

- A. Standard products, both in terms of place of delivery (PVT), delivery profile (constant daily profile) and duration of deliveries to be traded on the basis of the **standard contract, Annex 2** to this Procedure **or the Counterparty Mechanism**:
- WEEKEND (delivery interval Saturday - Sunday)

- WEEK (delivery interval - week)
- MONTH (delivery interval - month)
- QUARTER (delivery interval - quarter)
- SEMESTER (delivery interval - semester)
- COLD SEASON (delivery interval - quarters IV and I)
- WARM SEASON (delivery interval - quarters II and III)
- GAS YEAR (delivery period - gas year)
- CALENDAR YEAR (delivery period - calendar year)
- WEEKEND EXTINS (delivery period Saturday - Sunday, extended by public holidays on Saturday and Sunday) - only valid for the counterparty mechanism
- BALANCE OF THE MONTH (BOM) - delivery interval rest of the month - valid only for the counterparty mechanism

B. Standard products, both in terms of place of delivery (PVT), delivery profile (constant daily profile) and duration of deliveries to be traded **under the EFET standard contract/pre-agreed contracts:**

- WEEKEND (delivery interval Saturday - Sunday)
- WEEK (delivery interval - week)
- MONTH (delivery interval - month)
- QUARTER (delivery interval - quarter)
- SEMESTER (delivery interval - semester)
- COLD SEASON (delivery interval - quarters IV and I)
- WARM SEASON (delivery interval - quarters II and III)
- GAS YEAR (delivery period - gas year)
- CALENDAR YEAR (delivery period - calendar year)

C. Standard products, both in terms of place of delivery (PVT), delivery profile (constant daily profile) and duration of deliveries, which are traded on the basis of the **contract proposed by the initiating participant of the trade order:**

- WEEKEND (delivery interval Saturday - Sunday)
- WEEK (delivery interval - week)
- MONTH (delivery interval - month)
- QUARTER (delivery interval - quarter)
- SEMESTER (delivery interval - semester)
- COLD SEASON (delivery interval - quarters IV and I)

- WARM SEASON (delivery interval - quarters II and III)
- GAS YEAR (delivery period - gas year)
- CALENDAR YEAR (delivery period - calendar year).
- GAS DAY MULTIPLY (delivery period - multiple of calendar days).

D. Medium and long term flexible products, with delivery in PVT, whose total quantity and price may be subject to adjustments during the contract execution period only according to the terms of the initiating offer. These products are tradable on the basis of an EFET contract/pre-agreed contract/contract proposed by the initiating participant of the trade order.

(2) The description and coding of each product is set out in Annex 1 to this Procedure.

SPECIFIC PARTICIPATION AND TRADING REQUIREMENTS

Article 4

- (1) Participation in trading on the Medium and Long-Term Products Market is allowed to holders of a valid supply or trader license, issued by ANRE for the commercialization of natural gas, distribution license holders, storage license holders in the natural gas sector and end customers who have previously concluded a balancing and access contract to PVT with the TSO.
- (2) Distribution system operators and storage operators may only participate in trading to purchase natural gas. Final customers who have concluded a balancing contract and access to PVT with the TSO shall have the right to trade on the buying side and the right to sell natural gas on the selling side only in order to balance their own portfolio efficiently.
- (3) Participation in trading is also allowed to TSOs for the purpose of undertaking actions for the physical balancing of the national transmission system (NTS), the purchase of volumes of natural gas necessary to cover the technological consumption of the NTS and the constitution of the minimum compulsory stock of natural gas.

1.1. The standard products listed in Art. 3 (1) point. A have the following characteristics:

- a minimum delivery suspension period of 2 (two) working days from the date of conclusion of the transaction.
- shall relate to the transfer of ownership in the PVT of quantities of natural gas to be delivered to the PVT on a constant daily basis for a period of more than one gas day;
- the transfer is carried out on the basis of the transaction report generated by the BRM's trading systems;
- the subject of the transaction is represented by a standard contract or a multiple of standard contracts, and the elements that can be modified by the interested parties during the trading sessions are the price per standard contract and the number of standard contracts traded;
- for the holders of the obligation to bid, acting on the basis of an order declared to be issued under the obligation to bid, bids for the sale/purchase of natural gas shall be launched in trading with the specifications 'PART/ALL',
- the bids are of the type simple quantity (MWh/day) - price (RON/MWh, to a maximum of two decimal places; the quantity traded under such a contract is 1 MWh/day;

- the price and the number of standard contracts related to a concluded transaction remain fixed for the duration of the standard contract. The price and the quantity traded, as resulting from the trading report issued by the BRM, shall be mandatorily stipulated in the contract(s) concluded;
- from the moment of matching the bid and offer, the transaction is executed after one or more time intervals of $\Delta t = 2$ minutes in order to allow other participants to submit improved bids;

1.2. Characteristics of post-trading and contract-making:

1.2.1. As a summary to the closing of a trade, participants provide post-trade operations through the following 2 variants:

- Through the Counterparty Mechanism if the transaction is based on a Mandatory Counterparty Condition Order (CCP tick) in accordance with the provisions of Art. 18.
- through the conclusion of the standard BRM contract (Annex 2 to this Procedure) or the assignment with the consent of the parties subsequent to the transaction to the Counterparty.

2.2.1 Mechanism of assignment, acceptance of a transaction to the Counterparty:

- A transaction may be assigned to the Counterparty only if the applicant is also a Clearing Member in accordance with the *Clearing, Settlement and Risk Management Regulation of the Romanian Stock Exchange as Counterparty*.
 - A transaction is considered accepted by the Counterparty if both Participants to the transaction hold sufficient collateral according to the Counterparty's regulations.
 - A transaction accepted under the Counterparty mechanism remains permanently in the Counterparty system.
 - The Counterparty shall keep a daily risk register in accordance with the rules of the Counterparty until all delivery/payment obligations related to the transaction are closed.
 - Participants with the status of Clearing Members at the Counterparty and with a Novation Contract at the Counterparty mechanism, party to a transaction accepted in the Counterparty system, will equally benefit from the risk management maintained by the system and will receive the post-trade report.
 - Both Participants will benefit from the clearing - settlement regime provided by the Counterparty's system according to the Counterparty's regulations.
- vii. The standard products listed in Art. 3 (1) pct. B and C have the following characteristics:

- delivery suspension period of minimum 2 (two) working days from the date of conclusion of the transaction.
- they concern the transfer of ownership in the PVT of quantities of natural gas which cannot be changed after the conclusion of the transaction;
- the transfer is carried out on the basis of the transaction report issued by the BRM's trading systems;
- shall be delivered in PVT, in constant profile (MWh/day) as established in the posted Initiating Order and contractually determined in accordance with the Initiating Order for a period of time longer than one day;
- the terms of the sale and purchase contracts may not be modified after the date of the closing of the transaction. The price is expressed in lei/MWh, and the quantity traded is expressed in MWh/day, in the constant profile established by contract; these elements may not be changed after the date of conclusion of the transaction.

Participants admitted to trading on the Medium and Long-Term Products Market who opt to trade standard products on the basis of a pre-arranged contract (EFET or other), are obliged to submit to the BRM, together with the initiating order, the following documents, under signature:

- The agreed contract, which is to form the basis of the transaction;
- the members of the group of participants with which the use of that contract has been agreed. The list must contain at least 8 members to be taken into account;
- changes in the composition of the group and/or in the initial form of the contract after the date of transmission of the order will lead to a corresponding postponement of the auction date.

Access to the trading of the products concerned, through the issuance of response orders, shall only be granted to participants that are on the list transmitted.

For trading of natural gas on the basis of contracts defined by the initiating participant of the trading order, access to trading of the product concerned through the issuance of response orders shall be granted only to the participant listed in the list.

response, is allowed to any registered participant of the Medium and Long Term Products Market that fulfills the conditions set out in the Participation Agreement signed with BRM.

The publication of the initiating order, the associated contract and/or other documents/information necessary for the trading process to take place in clear and transparent conditions shall be made by the market operator at least 5 (five) working days prior to the auction date.

Market participants may ask the initiating participant for clarification of the contract associated with the order no later than 24 hours before the start of the trading session. The Originating Participant shall respond to clarifications no later than 2 hours before the start of the trading session. All clarifications granted/contractual amendments accepted by the initiating Participant shall be deemed to form an integral part of the contract associated with the initiating order.

(3) The flexible products listed in Art. 3 (1), point. D have the following characteristics:

- they relate to the transfer of ownership in PVT of quantities of natural gas;
- the quantity is expressed in MWh/Zi, and the quantity traded under such a contract is 1 MWh/Zi or an integral multiple of 1 MWh/Zi;
- The duration of the delivery shall be at least 1 month;
- the transfer of ownership shall take place on the basis of the trading report issued by the BRM trading systems;
- the quantities of natural gas to be delivered in PVT, in the profile established in the Initiating Order transmitted and published by the BRM and established by the associated contract;
- the total quantity and the price may vary during the period of execution of the contract only in accordance with the conditions laid down in the initiating order. The price is expressed in lei and the traded quantity is expressed in MWh/day;
- the maximum limit of variation of the contracted quantity and the price adjustment formula are stipulated in the Initiating Order (Annex 3) and the model contract submitted by the Initiating Participant to the BRM for publication.

Separately, Participants admitted to trading on the Medium and Long-Term Products Market that opt to trade flexible products on the basis of a **pre-priced contract/EFET**, are required to submit to the BRM, together with the Initiating Order, the following documents, under signature:

- The agreed contract, which will form the basis of the transaction;
- the members of the group of participants with which the use of that contract has been agreed. The list must contain at least 8 members to be taken into account;
- changes in the composition of the group and/or in the initial form of the contract; after the date of transmission of the order, these will result in the corresponding postponement of the auction date.

Access to the trading of products traded under a **pre-aggregated contract/EFET** shall be by the issuance of counter orders. Access is only granted to participants on the list transmitted.

Access to the trading of products traded under a **contract proposed by the initiator of the order** shall be through the issuance of contra orders. Access shall be granted to any registered participant of the Medium and Long Term Products Market that fulfills the conditions laid down in the Participation Agreement signed with BRM.

The publication of the Initiating Order, the associated contract and/or other documents/information necessary for the trading process to take place in clear and transparent conditions shall be made by the market operator at least 5 (five) working days prior to the auction date. The initiating participant may also set a time interval Δt , applicable between the matching of opposite orders and the closing of the transaction, within which other participants may submit improved bids.

Market participants may ask the initiating participant for clarification of the contract associated with the order no later than 24 hours before the start of the trading session. The Originating Participant shall respond to clarifications no later than 2 hours before the start of the trading session. All clarifications granted/amendments to the contract accepted by the initiating participant shall be deemed to form an integral part of the contract associated with the initiating order.

TRADING PROCEDURES

The trading procedures used in the centralized natural gas markets administered by BRM are:

- **simple competitive trading procedure** - for the products defined by the BRM under Art. 3 (1), pts. B, C and D.
- **double competitive trading procedure** - for standard products as defined under Art. 3 (1), points. A

Trading hours are from Monday to Friday between 10:00:00 - 15:00:00:00, except on days declared as legal holidays.

The interval 15:00:00 - 15:00:10 is strictly allocated for the compliant closing of transactions in the last Δt , in accordance with Art. 18 para. (11). For clarification, within this interval, order operations (placing, modification) are not taken into account for closing a trade.

A. SIMPLE COMPETITIVE TRADING PROCEDURE

I. REQUIREMENTS

Art. 6.

(1) In order to launch trading in the standard product, the centralized market participant shall send to the BRM an initiating order in accordance with the model in **Annex no. 3** to this procedure, indicating at least the following elements:

- The name of the initiating order initiating participant and/or the authorized representative;
- the name of the standard product in accordance with this Procedure;
- the quantity put up for trading, expressed in MWh;
- the starting price of the auction (mandatory); it may or may not be made public at the launch of the product, depending on the option of the initiator; it will be expressed in Lei, to 2 decimal places;
- the date on which the organization of the trading session is requested;
- the proposed contract, which will also contain the constant delivery profile (delivery schedule);
- any other information and/or documents deemed necessary for the clarity and transparency of the tender process.

(2) The initiating order and the other associated documents shall be submitted to the BRM in electronic format (e-mail) or as an online form in the trading software.

(3) The BRM will request clarifications from the order initiator if the initiating orders are formulated in such a way that they are clearly not tradable, e.g. price and/or quantity clearly disproportionate to a real trading intention, reasonably assessed by the BRM, product with delivery period prior to the order initiation, etc. If the order initiator maintains its position without valid arguments, the BRM will not consider the order.

(4) The Medium and Long-Term Product Market Operator shall publish the initiating order and the accompanying documents/information at least 5 (five) working days before the date on which the tender has been scheduled.

II. GUARANTEES**Article 7**

(1) In order to be able to register an order for trading, participants shall provide the BRM with a guarantee, which shall be automatically calculated by the dedicated BRM platform as the product between the quantity of the order, the price entered in the platform and the percentage of 0.5%.

(2) The guarantee referred to in paragraph. (1) may be constituted in one of the following forms:

- payment order;
- a bank guarantee letter valid for at least 20 working days following the date on which the auction is scheduled.

(3) The security lodged by the participants on the account of an order for which the transaction has been concluded shall remain at the disposal of the BRM until the copy of the repurchase agreement (in electronic form), signed by the parties to the transaction, has been submitted to the BRM. The deadline for the transmission of the sale and repurchase agreement (in electronic form) shall be no later than 5 days from the trade date, but no later than 2 days before the start of deliveries.

(4) During the period referred to in the preceding paragraph, the collateral lodged on the account of the order on the basis of which a transaction has been concluded may not be used as collateral in the event of participation in the trading of another product.

(5) The collateral lodged shall be executed by BRM to indemnify the injured party in the following situations:

- a) the participants do not sign the gas sale and purchase contract;
- b) the same quantity as the negotiated quantity, the same price as the negotiated price, is not filled in the sale-purchase contract;

(6) If the sale and purchase contract is not signed by one of the parties, the other party to the contract shall be considered as the injured party. BRM will transfer the guarantee of the party at fault to the injured party within 15 working days from the date of conclusion of the transaction.

(7) In the event that neither of the parties to the transaction does not sign the sale-purchase contract or in the event that the sale-purchase contract does not contain the items negotiated during the auction, the BRM will retain the collateral of both parties to the transaction, which will be used to compensate the other participants in the trading session, within 3 three working days from the date of the session. The BRM shall have the right to sanction Participants who do not sign the contract related to the type of transaction or conclude sale-purchase contracts with other items than those negotiated during the auction, by suspending them from trading for a period of between 1 week and 6 months, depending on the seriousness and repeated nature of their misconduct.

Article 8

(1) Once the obligations set out in Article 7(3) have been fulfilled, the collateral shall be returned to the participant, with the possibility of keeping it at the BRM, at the participant's request, for the purpose of registering future orders.

(2) The securities shall be returned within three (3) working days of the date on which a written request is submitted, indicating, in the case of those constituted by payment order, the account and bank to which the amounts will be returned.

Art. 9. Trading sessions shall be held according to the timetable published by BRM on its website.

III. PHASES OF THE TRADING PROCESS

Art 10. The phases of the auction process are set out below:

(1) The simple competitive trading mechanism shall be conducted in 3 phases, in compliance with the following general criteria for order transactions:

- A participant will only be able to enter orders in one direction, buy or sell, depending on its auction status and the direction of the initiating order.
- The entry and modification of orders shall be validated by the trading system subject to the prior existence of the tender collateral, calculated by the trading system as a percentage of the value of the transaction order, multiple of the quantity and price of the order entered.
- When placing an order on the trading platform, the participant must select in the order ticket at least the meaning, price, total quantity and validity period.

PHASE I

(2) The initiating Participant's order is entered automatically by the trading system at the opening of the auction, subject to the meaning, i.e. buy/sell, quantity and price, of the initiating bid and cannot be canceled or changed in terms of quantity during the entire auction, including phases 2 and 3. The initiating participant may not enter another order into the trading system regardless of the meaning and attribute of the initiating order.

(3) The following order operations are allowed in this phase:

- price changes for the initiating order
- placing orders opposite to the direction of the initiating order
- price changes to improve the bid for orders in the opposite direction to the initiating order

(4) The following order and transaction operations shall not be permitted in this phase:

- closing transactions
- cancellation of orders
- order changes to decrease the quantity for orders against the initiating order.

PHASE II

(5) The following order and transaction operations are allowed in this phase:

- price changes for the initiating order
- placing orders opposite to the direction of the initiating order
- price changes to improve the bid for orders opposite to the direction of the initiating order
- closing transactions

(6) The following order operations are not permitted in this phase:

- cancellation of orders
- order changes to decrease the quantity for orders against the initiating order.

PHASE III

(7) The following order and transaction operations are allowed in this phase:

- execution of transactions
- price changes for the initiating order

(8) The following order operations are not allowed in this phase:

- placing new orders
- changes of any kind to orders opposite to the initiating order
- cancellation of orders

(9) Regarding the time validity of orders the option is predefined:

- "GTC", in which case the order remains active and is executable until the close of the trading session.

(10) The duration of each auction phase is predefined at 10 minutes. A change in the duration of the phases shall be made following a request from the initiating participant, agreed by the BRM.

IV. MATCHING OF ORDERS

Art. 11. The order matching process is described below:

- (1) For the initiating Participant's initiating sell order, the sell order shall be matched with a buy order at the same or a higher price for the maximum quantity determined by the competing quantities specified in the two opposite orders at the best price of the buy order. To the extent that the matching conditions are fulfilled for more than two opposite bids, the order of matching shall be established chronologically according to the earliest time stamp.
- (2) For sell orders entered by any Participant other than the initiating Participant, the sell order shall be matched with an initiating buy order at the same or a higher price for the maximum quantity determined by the competition of the quantities indicated in the two orders in the opposite direction at the price of the sell order.
- (3) For the initiating buy order of the initiating Participant, the buy order shall be matched with a sell order at the same or a lower price for the maximum quantity determined by the competing quantities listed in the two opposite orders at the best price of the sell order. To the extent that the matching conditions are fulfilled for more than two opposite bids, the order of matching shall be established chronologically according to the earliest time stamp.
- (4) For buy orders entered by any Participant other than the initiating Participant, the buy order shall be matched with an initiating sell order at the same or a lower price for the maximum quantity determined by the competing quantities specified in the two opposite orders at the buy order price.
- (5) BRM informs trading participants, by electronic message, that the conditions for matching two offers have been met. The electronic message contains the price in Lei and the traded quantity [MWh/day].
- (6) If, at the end of the trading session, the initiating order is not fully traded, the initiating broker may reintroduce the initiating order for the remaining uncovered quantity in another trading session at a later date.

V. TRADING REPORT Art. 12.

(1) At the end of each trading session, the trading system shall generate a report containing the following elements:

- report number,
- the date of the trading session,
- name of the traded product,
- daily quantity [MWh/day],
- delivery period (according to the traded product),
- identification number of each transaction ('ID'),
- name of the winner(s),
- status of the Participants to the transaction (Seller/Borrower),
- quantity traded,
- the auction price of each transaction [RON],
- time stamp of the transaction(s).

(2) The trading report is sent to all brokers participating in the trading session in electronic format.

- (3) The results of the trading session are published on the BRM website, in accordance with the provisions of Article 21 of "Regulation on the organized framework for trading on the centralized natural gas markets managed by the company Bursa Română de Mărfuri (Romanian Commodities Exchange) S.A.".

A. DOUBLE COMPETITIVE TRADING PROCEDURE

Art.13. Standard products shall be launched for trading on the initiative and by BRM, as follows:

- (1) The launch of a standard product for delivery periods of less than one month shall be made at least 2 working days before the first day of the delivery interval;
- (2) The launch of a standard product for periods exceeding one month shall be made at least one month before the first day of the delivery interval.

Art. 14. The trading session on the double competitive procedure for the standard products listed in art. 3 (1) pct. A, tradable on the basis of the standard contract, respectively on the basis of the ANRE standard contract or the Counterparty mechanism as the case may be, shall be carried out electronically and is described below.

I. GUARANTEES

Art. 15

- (1) In order to be able to register an order for trading, participants shall provide the BRM with a margin, which is automatically calculated by the platform as the product of the quantity of the order, the price entered in the platform and the 2% percentage.
- (2) In the case of orders entered with the condition of execution through the Counterparty, the necessary collateral will be calculated in accordance with the TRADING PROCEDURE ON THE NATURAL GAS CENTRAL MARKETS ADMINISTARTED BY SOCIETATEA BURESA ROMĂĂĂNA DE MĂRFURI (ROMANIAN COMMODITIES EXCHANGE) S.A., UNDER THE CONDITIONS OF THE USE OF A CLEARING HOUSE/COUNTERPARTY.
- (3) The guarantee referred to in para. (1) may be constituted in one of the following forms:
 - payment order;
 - letter of bank guarantee.
- (4) The guarantee lodged by the participants on account of an order for which a transaction has been concluded remains at the disposal of the BRM until:
 - a) the signing of the contract and the lodging of the first collateral provided for in the contract, if the parties trade under the BRM standard contract set out in Annex 2. If the contract requires that the parties opt for advance payment as an alternative to the provision of collateral, the collateral shall remain at the disposal of the BRM until the first advance payment has been made.
 - b) The provision of collateral as required under the obligation as Clearing Member of the Counterparty system or set out in the Novation Agreement (Annex 4 to this Procedure), as applicable, for transactions accepted by the Counterparty.

Paragraphs (5) to (9) of this Article apply only in the case of option a) above.

(5) The sale and purchase contract (in electronic format) shall be sent to the BRM no later than 5 (five) working days from the date of conclusion of the transaction, but no later than 2 (two) working days

before the start of deliveries.

(6) During the period referred to in the preceding paragraph, the collateral lodged on the account of the order on the basis of which a transaction has been concluded may not be used as collateral in the event of participation in the trading of another standard product.

(7) The participation guarantees provided are executed by BRM to compensate the injured party in the following situations:

- a) one of the participants does not sign the gas sale and purchase contract;
- b) the sales-purchase contract does not include the same quantity as negotiated and/or the same price as negotiated;
- c) the participant does not make the first payment/does not lodge the first security under the contract concluded, in accordance with the deadline stipulated in that contract.

(8) BRM will transfer to the aggrieved party the security lodged by the party at fault, within 3 working days from the confirmation of the case of fault.

(9) In the event that neither of the parties to the transaction does not sign the sale and purchase contract or in the event that the sale and purchase contract does not contain the elements negotiated during the auction, BRM will retain the guarantees of both parties to the transaction. The BRM has the right to sanction Participants that do not sign the sale contract or conclude sale and repurchase agreements with other elements than those negotiated during the auction by suspending them from trading for a period of between 1 month and 6 months, depending on the seriousness and repetitiveness of the misconduct of the Participant (repetitiveness is defined as more than 3 misconduct in the last 12 months).

(10) This paragraph shall apply in the case of pledging of collateral referred to in this Article in para. (3) and (4)(b). In the event that the Transaction Participants do not sign a contract and the transaction is accepted by the Counterparty, the following specific collateral requirements apply:

- i. The guarantees required by the Counterparty are those applicable under the rules of the Counterparty for the participants to a transaction assigned and accepted by the Counterparty holding the capacity of Clearing Member.
- ii. For all participants that are not Clearing Members, party to a transaction that is accepted by the Counterparty, the manner of collateral and payment is in accordance with the Counterparty Mechanism Novation Agreement (Annex 4 to this procedure) in conjunction with the Counterparty's rules on the minimum accepted risk level.
- iii. The Counterparty has the right to enforce the collateral referred to in Article 15, paragraph (1) of this Procedure if a Participant, party to the transaction assigned to the Counterparty, does not supplement the collateral level in time according to the Counterparty's regulations, in which case the BRM shall retain the collateral referred to.

Article 16

(1) After the fulfillment of the obligations set out in Art. 15 par. 4 and 5, the collateral shall be returned to the participant, with the possibility of retaining it at the BRM, at the participant's request, in order to register future orders.

(2) Guarantees shall be returned within 3 (three) working days from the date of submission of a written request, indicating, in the case of those constituted by payment order, the account and bank to which the amounts will be returned.

II. STAGES OF THE TRADING SESSION

Article 17

(1) From the opening time of the trading session, brokers shall place orders. They are validated only if they fulfill the following cumulative conditions:

- indication of the quantity, price and validity period of the order;
- the existence in the margin account of an available amount greater than or equal to the amount of collateral required if the order is traded.
- Mentioning the option of to trade through one of the following methods:
 - via the BRM Standard Contract by choosing the "STANDARD" tick when entering the electronic order. This option is automatically preset by the system and can be changed, if necessary, by the participant.
 - via the Counterparty by selecting the electronic order entry of the tick "CCP".

(2) The elements to be entered by the participant when launching the offer are:

- meaning of the offer (sale/purchase);
- minimum volume of natural gas: for periods greater than or equal to one week, the minimum volume is 1 contract of 1 MWh/day multiplied by the number of days of the tradable interval. The total minimum tradable volume is automatically defined for each individual product;
- the price for products will be expressed in Lei/MWh, positive number, with maximum 2 (two) decimal places. If there is an active Δt in the market, the orders that are not subject to the bidding obligation may be entered at a minimum step of 0.1 lei/MWh;
- the validity term of the order (optional); if not filled in, the system will automatically generate the end date of the trading session;
- Tick "STANDARD", or "CCP", as appropriate.

(3) Entered orders can be maintained by brokers, with the exception of the Δt interval for brokers managing correlated orders, as follows:

- price change with an auction step of minimum 0.01 lei/MWh, and in case of active correlation, the minimum auction step is 0.10 lei/MWh;
- modification of the quantity;
- modification of the validity period of the order.

- Modification of the order execution modality

4) In terms of validity duration the orders are of the type :

ZI - valid for the trading session

GTD - valid until a date specified in the order ticket

GTC - valid until cancel

GTSV - valid until a given moment, i.e. until the date and time specified in the order ticket

Note: the GTSV order may enter delta T with an order of opposite direction, but if the validity period of the order expires during this overlap, the order will be automatically canceled and, by default, canceled from delta T.

5) In terms of execution mode the orders are of type :

IOC - with immediate execution either partial or full. The quantity not executed is canceled instantly.

FOK - with immediate full execution. The quantity is executed in full or canceled.

(4) (7) Orders can be entered only through the Trading System provided by BRM.

III. CORELING ORDERS Art.

18.

(1) Buy and sell orders are automatically sorted in the trading platform according to the best price. In the event of a price tie, bids will be sorted by timestamp, with the oldest bids being displayed first. The timestamp is updated whenever the broker takes any action to change the price, quantity, validity or partial execution of an order.

(2) The buy and sell orders with the tick "CCP" are traded on the basis of the TRADING PROCEDURE ON THE CENTRALIZED NATURAL GAS EXCHANGES ADMINSTRATED BY SOCIETATEA BURESA ROMÂNĂĂĂĂĂNA DE MĂRFURI (ROMANIAN COMMODITIES EXCHANGE) S.A., UNDER THE CONDITIONS OF USE OF A CLEARING/CONTRACTING BOX.

(3) Trading is carried out by matching the orders in the sense of the option expressed by the Participant when entering the electronic order.

Buy/Sell orders with the Counterparty mechanism option are only traded under the Counterparty mechanism.

All other buy/sell orders can be traded under the BRM standard contract.

(4) The trading system does not match the following order types:

- "CCP" tick and "STANDARD" tick in case the correlation is realized as a result of entering/modifying an order with "CCP" tick.

(5) For the sake of clarity it is noted that by way of exception it is allowed to link an order with "STANDARD" tick to an order with "CCP" tick if the linking is made as a result of the change of an order with "STANDARD" tick to an order with "CCP" tick at the time of the order's introduction.

(6) In the situation referred to in paragraph (5) of this Article, the participants in the transaction implicitly accept the automatic transfer of the transaction to the Counterparty and trading according to the TRANSACTION PROCEDURE ON THE NATURAL GAS CENTRALISED MARKETPIECES ADMINSTRATED BY SOCIETATEA BURESA ROMÂNĂĂĂĂĂNA DE MĂRFURI (ROMANIAN COMMODITIES EXCHANGE) S.A., UNDER THE CONDITIONS OF USING A

CLEARING HOUSE/COMPONENT.

- (7) For sell orders, the sell order shall be matched with a buy order with the same or a higher price for the maximum quantity determined by the competition of the quantities indicated in the two orders in opposite directions at the best price of the buy order. Where the matching conditions are met for more than two opposite bids, the order of matching shall be established in descending order starting from the best buying-in price and, in the event of a price tie, in ascending order starting from the oldest time-mark.
- (8) For buy orders, the buy order shall be matched with a sell order at the same or a lower price for the maximum quantity determined by the competing quantities indicated in the two orders in opposite directions. To the extent that the matching conditions are fulfilled for more than two opposite bids, the order of matching shall be established descending from the best selling price and, in the case of a price equality, ascending from the oldest time stamp. Operation of the interval Δt :
- From the time of matching bid and offer, the transaction is executed after the passage of a time interval of $\Delta t = 2$ minutes or, where applicable, extended due to the introduction of improved price bids;
 - The time interval Δt is automatically extended by 2 minutes if improved bids and/or offers to buy and/or sell occur in the transaction. For the avoidance of doubt, the parties whose bids are matched may not change their bids or the validity of their bids in any way within a time interval of $\Delta t = 2$ minutes.
 - The extension of the time interval shall take place each time from the time of the first improved price bid within the initial or extended 2-minute time interval, as applicable.
 - The trade will be executed automatically when the time interval Δt closes, irrespective of the number of extensions, as applicable.
 - At the start of the time interval Δt , as well as at each extension, the BRM will notify all participants in the transaction, by electronic message in the trading platform and by email, that the conditions for matching two bids have been met, thus giving all interested parties the opportunity to improve their bids and continue the auction. The electronic message will contain the price, the quantity offered for sale and the quantity offered for purchase.
- (9) Realization of the transaction and establishment of the price at the end of the interval Δt
- After the matching according to paragraph (2) or (3), respectively, above, the transaction is executed only after one or more successive time intervals Δt , as appropriate, have elapsed.
 - The transaction is concluded on the principle of price-time priority and under the conditions of the possibility of obtaining improved price bids as follows:
 - If there is no improved bid at the end of the first time interval Δt of 2 minutes thus:
 - i) At the buy order price, if the timestamp is prior to the aggressive sell order;
 - ii) at the price of the sell order, if the timestamp is prior to the buy order;
 - iii) a single sell order shall be matched with a single buy order within a transaction,
 - iv) the trade is executed within the maximum limit of the quantities matched between the request and the offer; for the remaining unexecuted quantity, the trading procedure is restarted in the same way as for a new unmatched order with

the updating of the time stamp for the partially executed order;

- If during the first interval Δt an improvement in one of the bids is realized (due to the introduction/modification of a bid with a higher bid price or the introduction/modification of a sell bid with a lower bid price), with the consequence of starting one or more other successive intervals Δt , the transaction is executed at the best price, determined as follows:
 - i) the highest bid price if it was the last bid, irrespective of whether it relates to a newly entered order or to a modification of an existing order;
 - ii) the lowest sale price if it was the last bid, irrespective of whether it relates to a new order entered or to a modification of an existing order;
 - iii) a single sell order is matched with a single buy order in a transaction;
 - iv) the transaction is carried out within the maximum limit of the quantities matched between the bid and the offer; for the remaining unexecuted quantity, the trading procedure is resumed in the same way as for a new order.
- (10) If the transaction has been executed only for a part of the quantity indicated in an order with the specification PARTIAL, that order will be maintained on the trading platform for the remaining quantity.
- (11) At the end of the trading session, if a time interval Δt is initiated which would exceed the closing time of the session, it shall be fractioned to the maximum time remaining until the end of the trading session regardless of the duration of this interval.
- (12) Parties may request the reversal of erroneous trades in accordance with the Market Participation Conduct Procedure.
- (13) Transfer of a trade to the Counterparty. This article strictly refers to the situation when the trade takes place between 2 opposite direction orders with the "STANDARD" tick.
- i. Parties may unilaterally request the transfer of a transaction to the Counterparty under the following conditions:
- ✓ If they are a Clearing Member of the Counterparty in good standing.
 - ✓ At any time during the trading session, after the conclusion of a trade but no later than 15:30, by e-mail or fax within the day of the trading session.
 - ✓ Acceptance of the transaction by the other party shall take place within a maximum of 15 minutes after receipt of the transfer request, with the information being transmitted via the trading platform automatically and additionally by e-mail or fax.
 - ✓ In the event of non-acceptance of the transaction by the other party to the transaction, the party that requested the transfer of the transaction to the Counterparty may cancel the respective transaction, without any further formalities, without owing any compensation to BRM or the other party to the transaction and without owing BRM the fee for the cancellation of the transaction and without being subject to the penalties referred to in Art. 9, under the following cumulative conditions:
 - (i) Cancellation is requested no later than 10 minutes after the other party refuses the transfer request to the Counterparty;
 - (ii) the Participant requesting the cancellation has informed the BRM prior to the trading session that the other party does not justifiably meet the creditworthiness and know-your-customer requirements, as defined and monitored by the Participant in accordance with its own procedures, for entering into a bilateral transaction;
 - (iii) the BRM reasonably believes that there are no other reasons why the Participant

intends to enter into the transaction or that the unwinding of the transaction would adversely affect trading in the market, including without limitation the significant change in the price of the traded product from the time of matching the orders until the time of the request for unwinding

(iv) the request is not unjustified or unmotivated;

(v) that Participant has not made repeated and unjustified requests to cancel trades.

If the above cumulative conditions are not met, BRM will refuse to cancel the transaction.

- ii. The refusal by the Counterparty shall be made within a maximum of 24 hours from the time the transaction is concluded. All Transactions accepted by the Counterparty will be continuously maintained in the Counterparty's system until the final execution of the terms and conditions set by the executed Transaction, in accordance with the Counterparty's regulations.
- iii. All rights and obligations arising as a result of the transaction executed in the trading system and accepted in the Counterparty's system shall be strictly observed by the parties to the transaction, with the Counterparty interposing between the buyer and the seller and guaranteeing for each party to the transaction, as buyer to the seller and seller to the buyer.
- iv. All transactions refused by the Counterparty will be canceled within 24 hours from the time the transaction is concluded, as follows:
 - If the price of the transaction has a significant deviation from the weighted average price of the recently traded product or similar products in the absence of a recent trading history, the transaction will be canceled within 15 minutes of receiving the transfer request from a Participant, with the information on the refusal being sent via the trading platform automatically and additionally by e-mail or fax;
 - If the parties to the transaction fail to deposit the collateral stipulated in Article 15, paragraph (10) of this procedure within a maximum of 24 hours from the time the transaction is concluded;
 - All canceled transactions will be published by the BRM, without disclosing the parties to the transaction, but only the elements of the transaction (transaction ID, date of transaction conclusion, product, total quantity, price and reason for the cancellation).

IV. TRANSACTION REPORT Art. 19.

(1) 15 minutes after the conclusion of a transaction, the trading system generates a report in electronic format which is sent to all brokers participating in the trading session, containing the following elements:

- i. report number,
- ii. the date of the trading session,
- iii. the name of the traded product,
- iv. total quantity traded [MWh],
- v. delivery period (according to the traded product),
- vi. the identification number of each transaction ('ID'),
- vii. name of the winner,

- viii. the status of the Auction Participants (Seller/Buyer),
- ix. the quantity traded,
- x. the auction price of each transaction [RON/MWh],
- xi. the transaction timestamp.

At the end of the trading session, the trading system will provide the participants with a final report including, if applicable, the changes occurred as a result of the registration of accepted transactions in the Counterparty's system, the identity of the winner - (point vii.) being replaced by the identity of the BRM Counterparty.

From the moment a transaction is registered in the Counterparty's system, participants will be provided with a daily post-trading report on the account status, according to the Counterparty's regulations.

(2) The post-trade report is sent to all brokers participating in the trading session in electronic format.

The results of the trading session are published on the BRM website, in accordance with ANRE regulations.

FEES AND CHARGES

Art. 20

(1) For the activities and services carried out, BRM charges the participants in the centralized market fees and commissions as follows:

- a) Annual registration and maintenance fee;
- b) Transaction fee;
- c) Administration fee (clearing - settlement fee), applicable to transactions accepted by the BRM Counterparty;

(2) Fees for additional operational activities provided by BRM to Participants.

(3) In the event of failure to pay the obligations referred to in paragraph (1) by the due date, the BRM has the right to suspend the Participant's access to trading sessions until the due date obligations.

(4) The applicable fees and charges shall be published in the category dedicated to fees and charges in the section Common documents for natural gas markets on the BRM website at <https://brm.ro/reglementare-gaze-naturale/>.

Art. 21. The fees and commissions charged as the operator of the centralized natural gas market shall be established on the basis of the decision of the BRM Board of Directors. BRM is obliged to inform the Participants in writing by sending an e-mail about the establishment and/or modification of the fees and charges at least 30 calendar days before the new fees/commissions come into force and are published on the BRM website.

SUBMISSION, HANDLING AND RESOLUTION OF COMPLAINTS

Art. 22. The interested party may lodge a written objection with the BRM within 1 (one) day from the date of the trading session; the stipulated time limit shall be considered as a limitation period. It shall be settled as follows :

(1) BRM registers and forwards to the concerned party the filed objection and asks the concerned party for its point of view on the settlement of the filed objection within 1 (one) day from the date of receipt of the objection;

(2) The party concerned shall be obliged to send to the BRM, within 1 (one) day of the request, its point of view on the contestation lodged;

(3) The BRM shall formulate, together with the party concerned, and transmit to the interested parties, the reply to the contestation within a maximum of 5 (five) days from the date of its registration, as well as the measures taken.

PUBLICATION

Art. 23.

(1) For transactions concluded in the Standardized and Flexible Products Market on the Medium and Long-Term Products Market, the BRM shall publish the following information daily, at the end of the trading interval, on its own website:

a) volumes traded and the number of transactions concluded in this respect - for each individual product;

b) the minimum transaction price of the day - for each product;

c) the maximum transaction price of the day - for each individual product;

d) average price of the trading day - for each individual product, calculated as an average weighted average;

e) the updated average price - on a product-by-product basis - for tradable products over a wider time interval, calculated as a weighted average of all transactions from the beginning of the trading interval for the product in question to the end of the trading day;

f) the change in the average/updated price from the previous day's average/updated price - for each individual product;

g) the closing price of the trading day - the price of the last concluded transaction, for each individual product;

h) change in the closing price of the day's closing price from the previous day's closing price - for each individual product;

i) the number of registered market participants who have placed at least one bid or offer on the market, irrespective of the direction of the bid or offer - buy or sell.

(2) For transactions concluded on the flexible products market, the meaning of the bid, the maximum

variation of the contracted quantity, the delivery period and the price adjustment formula shall be made public at all times, from the publication of the trading session on the BRM website, in the Initiating Order and in the contract template submitted by the initiating participant.

Art. 24. The Medium and Long-Term Products Market Operator shall submit monthly to ANRE detailed information on each transaction concluded on the centralized natural gas market in each trading session by no later than the 10th of the current month for the previous month, in accordance with ANRE regulations.

Art.25.

BRM reserves the right to amend and/or supplement this procedure, with the realization of the public consultation process under the conditions of ANRE Order no. 105/2018. The only version opposable to BRM is the one displayed on its website.

**A. STANDARD PRODUCTS TRADABLE UNDER THE BRM
STANDARD CONTRACT/COUNTERPARTY MECHANISM**

ANNEX 1

to the procedure

PRODUCT NAME	CODING
1. Weekend (delivery interval - Saturday - Sunday / Extended weekend (delivery interval Saturday - Sunday, extended with public holidays on Saturday and Sunday)	BRMWWK_ zz-nn-aaaa (where <i>zz</i> is the first day of the weekend / extended weekend, <i>nn</i> is the number of the month of the year from 1 to 12 and <i>yyyy</i> - year of delivery)
2. Week (delivery interval - week);	BRM_GAS_PHFW_nn-aaaa (<i>nn</i> is the number of the week of the year from 01 to 53 and <i>yyyy</i> - year of start of delivery)
3. Month (delivery interval - month);	BRM_GAS_PHFM_nn-yyyy (<i>nn</i> is the number of the month of the year from 1 to 12 and <i>yyyy</i> - year of delivery)
4. Quarter (delivery interval - quarter)	BRM_GAS_PHFQFn-yyyy (<i>n</i> represents the quarter of the year from 1 to 4 and <i>yyyy</i> - year of delivery)
5. Semester (delivery interval - semester)	BRM_GAS_PHFS_Sn-yyyy (<i>n</i> is the semester number of the year from 1 to 2 and <i>yyyy</i> - year of delivery)
6. Cold season (delivery interval - calendar quarters IV and I);	BRM_GAS_PHFCS-yyyy (<i>yyyy</i> - year of delivery completion)
7. Warm season (delivery interval - calendar quarters II and III);	BRM_GAS_PHFWS-yyyy (<i>yyyy</i> - year of delivery)
8. Gas year (delivery period - gas year);	BRM_GAS_PHFGY-yyyy (<i>yyyy</i> - year of completion of delivery)
9. Calendar year (delivery period - calendar year);	BRM_GAS_PHFY-yyyy (<i>yyyy</i> - year of delivery)
10. BALANCE OF THE MONTH (BOM) - interval delivery rest of the month	BRM_GAS_PHFBOM_ zz-nn-yyyy (<i>zz</i> is the day on which the delivery of the month starts, <i>nn</i> is the number of the month of the year from 1 to 12 and <i>yyyy</i> - year of delivery)

B. STANDARD PRODUCTS TRADABLE UNDER EFET CONTRACTS/AGREED CONTRACTS

PRODUCT NAME	CODING
1. WEEKEND/BRM_GAS_PHWK	BRMWK_zz-ll-yyyy (where z is the first weekend day)
2. WEEK /BRM_GAS_PHFW	BRMW_ss-aaaa (ss from 01 to 53)
3. MONTH / BRM_GAS_PHFM	BRMM_month-yyyy (name of the month)
4. QUARTER / BRM_GAS_PHFQ	BRMQ_Qn-aaaa (No 1 to 4)
5. SEMESTER /BRM_GAS_PHFS	BRMGS_Sn-yyyy (No 1 to 2)
6. COLD SEASON/BRM_GAS_PHFCS	BRMGN_CS - yyyy
7. WARM SEASON/ BRM_GAS_PHFWS	BRMGN_WS - yyyy
8. GAS YEAR/ BRM_GAS_PHFGY	BRMGY-yyyy
9. CALENDAR YEAR /BRM_GAS_PHFY	BRMY - yyyy

C. STANDARD PRODUCTS TRADABLE ON THE BASIS OF CONTRACTS PROPOSED BY THE INITIATING TRADING ORDER PARTICIPANT

PRODUCT NAME	CODING
1.WEEKEND/BRM_GAS_PHWK	BRMWK_ zz-ll-yyyy (where z is the first weekend day)
2. WEEK /BRM_GAS_PHFW	BRMW_ss-aaaa (ss from 01 to 53)
3. MONTH / BRM_GAS_PHFM	BRMM_month-yyyy (name of the month)
4. QUARTER / BRM_GAS_PHFQ	BRMQ_Qn-aaaa (No 1 to 4)
5. SEMESTER /BRM_GAS_PHFS	BRMGS_Sn-yyyy (No 1 to 2)
6. COLD SEASON/BRM_GAS_PHFCS	BRMGN_CS - yyyy
7. WARM SEASON/ BRM_GAS_PHFWS	BRMGN_WS - yyyy
8. GAS YEAR/ BRM_GAS_PHFGY	BRMGY-yyyy
9. CALENDAR YEAR /BRM_GAS_PHFY	BRMY - yyyy
10. GAS DAY MULTIPLE/	BRM_MULTIPLY-yyyy

**D. TRADABLE FLEXIBLE PRODUCTS TRADABLE ON THE BASIS OF CONTRACTS
EFFECTED/PREAGREED/PROPOSED BY THE INITIATING PARTICIPANT OF THE TRADING ORDER**

PRODUCT NAME	CODE
1. FLEXIBLE PRODUCT	BRMF-yyyy

ANNEX 2
To the procedure

**FRAMEWORK CONTRACT
FOR BUYING AND SELLING NATURAL GAS**

No/...../.....

I. Contracting Parties

Art. 1

....., with registered office at, str. nr., postal code, jud., registered with the Trade Register under no. J...../...../....., unique registration code RO..... having account opened at bank, number IBAN..... represented legally by as natural gas supplier under Natural Gas License no. from issued by ANRE, hereinafter referred to as "SELLER".

and

....., with registered office in, str. nr., postal code, jud., registered with the Trade Register under no. J...../...../....., unique registration code RO..... having account opened at bank, number IBAN..... represented legally by as hereinafter referred to as "BUYER".

The Parties, hereinafter referred to individually as the "Party" and collectively as the "Parties", have agreed to enter into this Natural Gas Purchase and Sale Agreement ("the Agreement"), subject to the following terms and conditions:

II. Object of the

Contract Art. 2

- (1) The object of the Contract is the trading between the Seller and the Buyer of specific quantities of natural gas, related to standardized products on medium and long term, approved by decision of the President of ANRE, expressed in energy units ("Contracted Quantity"), quantities intended for trading on the natural gas market in accordance with the legal provisions.
- (2) The quantities, prices and products traded by the Parties during the trading sessions held on the Medium- and Long-Term Standardized Products Market are in accordance with the Trading Report issued by the operator of the Centralized Natural Gas Markets and are set out in Annex no. 1, which is an integral part of this Contract.
- (3) The transfer of ownership shall take place at the Virtual Trading Point (PVT), on the basis of the trading report made available to the Parties by the operator of the Centralized Market - BRM; the quantities of traded natural gas are to be delivered at the PVT, in a constant daily profile.

III. Take-up Obligation/Delivery Obligation

Art. 3

- (1) The quantities of natural gas traded are firm, the Seller assuming the obligation to deliver and invoice them to the Buyer, and the Buyer assuming the obligation to take over and pay for them at the price resulting from

the trading session, as per the Trading Report issued and sent to the Parties by BRM, in

in accordance with the provisions of Chapter V of the "Procedure for the organization and operation of the medium and long-term standardized products market administered by the BRM". The Parties shall nominate to the OTS the quantities delivered and taken over, in accordance with the provisions of Annex no. 1.

- (2) Failure to deliver or to take delivery of the quantities of natural gas traded, in whole or in part, shall entitle the Party at fault to invoice the Party at fault for the value of the undelivered or non-taken delivery of the quantities of natural gas, as a penalty, and to unilaterally declare the termination of this Contract, by operation of law, without the intervention of the court and without any prior formalities other than written notice of termination, in the event of repeated non-delivery or non-take-up of the traded quantities of natural gas by the other party (starting with the second infringement).
- (3) The countervalue of the imbalances generated by one Party to the other Party shall be calculated in accordance with the legal provisions in force and shall be owed by the Party at fault to the Party to which they were generated.

IV. Duration of the

Contract Art. 4

- (1) This Contract is concluded **for the period of the product traded on the Medium and Long-Term Standardized Products Market managed by BRM.**
- (2) **The validity period of** the Contract is the period determined in time between the moment of the conclusion of the transaction and the moment of the extinction of all the obligations related to payments, natural gas deliveries/takes and operations with the related guarantees.
- (3) After the expiry of the Validity Period, the Parties shall no longer be bound by the terms and conditions of this Contract, except to the extent necessary for the performance of the rights and obligations of the Parties, arising from this Contract

V. Delivery/takeover of natural gas, metering of natural gas Art. 5

- (1) The delivery/pick-up of natural gas shall be carried out in the PVT in accordance with Annex 1 to this Contract, on a constant daily basis.
- (2) The costs incurred for the delivery/pick-up of natural gas at the PVT shall be borne in accordance with the provisions of the legislation in force, as follows:
 - a) Seller agrees to bear the payment of all costs not limited to taxes, duties or tariffs imposed by any governmental authority on or in connection with the natural gas prior to or at the time of delivery to Buyer in the PVT;
 - b) Buyer agrees to bear the payment of all costs, without limitation any taxes, duties or tariffs imposed by any governmental authority on or in connection with the natural gas after the Buyer's taking delivery of the natural gas in the PVT.

VI. Contract Price. Price Payment Guarantee. Terms and manner of payment

Article 6

- (1) The price of natural gas traded between the Parties ("Contract Price") shall be the price established following trading on the Medium and Long-Term Standardized Products Market administered by BRM, in accordance with Annex 1 "Trading Annex" to this Contract;
- (2) The price referred to in paragraph (1) does not include VAT and excise duties, which shall be added as the case may be in accordance with the legal provisions.
- (3) The obligations to declare and pay excise duty to the consolidated state budget for the natural gas purchased under this Contract shall be established in accordance with the provisions of tax legislation. In this regard, **in the case of the Distribution Operator, at the request of the Seller**, the latter shall, after the end of the delivery month, submit the Declaration on its own responsibility for the purpose of non-assessment of gas excise tax.
- (4) The guarantee of payment of the countervalue of the contracted/delivered gas for each contractual week/month of delivery and the risk of non-collection of the contracted gas by the Buyer shall be realized in one of the following ways:
- For Product WEEK, by:
 - **advance payment of** the equivalent value of the total quantity traded, at least 2 Business Days before the first day of delivery.
 - For MONTH product, by:
 - **prepayment** of the equivalent value of the total quantity traded, at least 2 Working Days before the first day of delivery, or
 - by constituting a **bank guarantee letter** by the Buyer for the benefit of the Seller; the bank guarantee letter shall be sent to the Seller, in original, no later than 5 Working Days from the date of signature of the Contract by both parties, but not less than 2 Working Days before the first day of delivery and shall cover the entire amount representing the Contract Value, and may be enforced by the Seller for non-collection of the price and penalties applied in accordance with the provisions of this Contract. The term of validity of the bank guarantee letter shall be 35 days from the last day of the month of delivery.

The method of guarantee shall be decided by the Buyer and shall be notified to the Seller at the time of signing this Contract.

- For the QUARTER product, by:
 - the submission of a **performance guarantee (SGB)**, no later than 5 Working Days from the date of signature of the Contract by both parties, but not less than 2 Working Days before the start of deliveries, the amount of which shall represent the Contract Value for a 30-day delivery period, followed by the **advance payment of** the equivalent of one month's delivery period of the Contract Value, at least 2 Working Days before the first day of delivery.
 - After confirmation of payment for the 2nd month of delivery, the cumulative value of the securities (by advance payment and SGB) shall be reduced to the equivalent of the last month of delivery
 - or the presentation of a **performance guarantee (SGB)**, within a maximum of 5 Working Days from the date of signature of the Contract by both parties, but not less than 2 Working Days before the start of deliveries, the amount of which shall represent the Contract Value for a 30-day delivery period, and at least 2 days before the start of the delivery period, the **bank guarantee letter** shall be **completed** with the amount of the Contract Value for a 60-day delivery period. The letter of bank

guarantee may be executed by the Seller for non-payment of the price and penalties applied in accordance with the provisions of this Contract.

- After confirmation of payment of the 1st and 2nd months of delivery, the amount of the bank guarantee letter will be reduced accordingly, maintaining coverage only for the remaining unpaid period.

The term of validity of the bank guarantee letter is 35 days from the last day of the month of delivery for both types of guarantee.

- For SEMESTER, SEASON and YEAR products, payment will be guaranteed by:
 - the presentation of a **performance guarantee (SGB)**, within a maximum of 5 Working Days from the date of signature of the Contract by both parties, but not less than 2 Working Days before the start of deliveries, the amount of which shall represent the Contract Value for a 30-day delivery period, and, not less than 2 Working Days before the start of the delivery period, to complete the **bank letter of guarantee** with the amount representing the Contract Value for a 30-day delivery period and to make the **advance payment** of the amount representing the Contract Value for a 30-day delivery period after the end of each month of delivery; or
 - by presenting a **performance guarantee (SGB)**, not later than 5 Working Days after the date of signature of the Contract by both parties, but not less than 2 Working Days before the start of deliveries, the amount of the SGB representing the Contract Value for a 30-day delivery period, and, not less than 2 days before the start of the delivery period, the **bank guarantee letter** shall be **completed** with the amount representing the Contract Value for a 60-day delivery period. The letter of bank guarantee may be enforced by the Seller for non-payment of the price and penalties applied in accordance with the provisions of this Contract.

In the last 3 months of delivery after the confirmation of payments for the penultimate and penultimate months, the cumulative amount of the bank guarantees shall be reduced accordingly so that it covers only the remaining months to be delivered until the end of the Contract.

The period of validity of the bank guarantee letter shall be 35 days from the last day of the month of delivery for both types of guarantee.

(5) The Seller shall guarantee the delivery of natural gas in one of the following ways:

- (i) For the WEEK product, the Seller is not obliged to provide a guarantee.
- (ii) For the MONTH product, by constituting a **performance bond** in the form of a bank letter of guarantee by the Seller for the benefit of the Buyer, which shall be delivered to the Buyer, in original, no later than 5 Business Days after the date of signature of the Contract by both parties, but not less than 2 Business Days before the commencement of deliveries and which shall cover the entire amount of the Contract Value, and which shall be enforceable by the Buyer for non-delivery and non-payment of penalties applied in accordance with the provisions of this Contract. The validity period of the bank guarantee letter is 10 days after the last day of delivery.
- (iii) For the Products, QUARTER, by constituting a **performance bond** in the form of a letter of guarantee to the Seller for the benefit of the Buyer, which bank guarantee letter shall be sent to the Buyer, in original, no later than 5 Working Days after the date of signature of the Contract by both parties, but not less than 2 Working Days before the start of deliveries, and which shall cover the amount representing the Contract Value for a period of 30 days of

delivery, and which may be executed by the Buyer for

non-delivery and non-payment of penalties applied in accordance with the provisions of this Contract.

The validity period of the bank guarantee letter is 10 days after the last day of delivery.

(iv) For SEMESTER, SEASON and YEAR products, by the **Seller** providing a **performance bond** in the form of a bank letter of guarantee for the benefit of the Buyer, which bank letter of guarantee shall be sent to the Buyer, in original, no later than 5 Business Days after the date of signature of the Contract by both parties, but not less than 2 Business Days before the start of deliveries, and which shall cover the amount of the Contract Value for a period of 60 days of delivery, and which may be enforced by the Buyer for non-delivery and non-payment of penalties applied in accordance with the provisions of this Contract.

a. Within a maximum of 5 Working Days from the beginning of the last month of delivery, the amount of the bank guarantee letter shall be reduced to 30 days of the Contract Value.

The validity period of the bank guarantee letter is 10 days after the last day of delivery.

- (6) Breach of the obligation to make the advance payment or to send the bank guarantee letter on time shall entitle the other Party to terminate this Contract unilaterally through the fault of the other Party and to invoice the latter as a penalty the value of the undelivered or uncollected quantity.
- (7) The Party providing the bank guarantee shall be obliged to replenish the guarantee covered by the bank guarantee letter after each execution thereof by the other Party, or to renew the bank guarantee letter, if necessary, to cover the guaranteed amount at any time. All fees related to the bank guarantee letter and its execution shall be borne by the Party providing the bank guarantee.
- (8) The Party in favor of which the bank guarantee letter is issued shall be obliged to return it to the other Party, at the latter's written request, within 2 working days of the date of full performance of the obligations it guarantees. If advance payment is used as security, the Party in whose favor the payment is made shall be obliged to return the advance payment to the other Party or, if both Parties agree, to set off the last month's payment.
- (9) **The performance guarantee** may be enforced by either Party in the event that the other Party fails to comply with any of its contractual obligations, i.e. non-collection/delivery and non-payment.

Art. 7

(1) The Seller shall invoice the Buyer as follows:

- At least 2 days prior to the start of deliveries, if the invoice is under the advance payment system;
- No later than 20 days after the end of each delivery month, for other invoices issued under the Contract, with the Due Date for payment by the 25th of the month following the month of delivery.

(2) Invoices drawn up by the Seller in accordance with the provisions of this Contract shall be sent to the Buyer by fax and/or e-mail on the date of issue. Any delay in issuing or transmitting invoices shall result in the corresponding extension of the payment terms.

(3) Payment for natural gas shall be made by the Buyer by bank transfer on the basis of invoices issued by the Seller. Payment by bank transfer or by any other payment instruments shall be deemed to have been made on

the date on which the Seller's bank account is credited with the invoiced amount. Payment shall be made to the Seller's account stated on the invoice.

- (4) The Buyer shall explicitly mention the invoice to be paid in the payment order and shall send a copy of it to the Seller's correspondence addresses provided for in art. 14 at the Seller's request.
- (5) Failure to pay invoices issued pursuant to this Article by the due date shall entitle the Seller to:
 - a) non-delivery of natural gas in accordance with the Contract, without giving rise to any contractual obligation/liability on the part of the Seller, in the event of non-payment of the advance invoices;
 - b) charging a rate of default interest equal to the level of surcharges for failure to pay obligations to the consolidated state budget on time, calculated for each day of delay, starting from the day immediately following the Due Date, until the full payment of the debt, including the day of payment;
 - c) limiting/interrupting the supply of natural gas with prior notice to the Buyer within 24 (twenty-four) hours after a notice to this effect has been sent to the Buyer and the OTS;
 - d) termination of this Contract unilaterally through the Buyer's fault, if the delay in payment exceeds 10 days.
- (6) If an amount invoiced by the Seller is disputed in whole or in part by the Buyer, the Buyer shall submit an explanatory note to the Seller containing its objections within 5 (five) working days of receipt of the invoice by fax or e-mail and shall pay the remaining undisputed amount by the payment deadline, in accordance with Art. 7 para. (1). The Buyer's objections to the invoiced amounts set out in the explanatory note shall be settled between the Parties within 5 (five) working days from the date of receipt of the Buyer's claims. For amounts disputed but subsequently established by amicable settlement or court judgment to be due by the Buyer, the Buyer shall pay, in addition to the amount due, a penalty calculated in accordance with the provisions of Art. 3 para. (2). If, as a result of the objection, a reduction in the invoiced amounts is established, the Buyer shall be refunded any sums and penalties calculated in accordance with Art. 3 para. (2), already paid, corresponding to the respective reduction. The procedure provided for in this Art. 6 shall not prevent enforcement of the security lodged by the Purchaser in accordance with Art. 6 para. (4).

VII. Fees and taxes

Art. 8

- (1) As required by law, the Seller agrees to be responsible for and to pay or cause to be paid all taxes and/or levies imposed by any governmental authority and associated with the natural gas delivered under this Contract prior to its delivery to the Buyer.
- (2) As required by law, Buyer agrees to be responsible for and to pay or cause to be paid all taxes and/or levies imposed on it by any governmental authority and associated with the natural gas delivered under this Contract after receipt thereof from Seller.

VIII. Rights and

Obligations Art. 9

- (1) The Seller has the following main rights:
 - a) to invoice the Buyer for the quantity of natural gas delivered and penalties or penalty interest - where applicable - in accordance with the contractual provisions - and to collect the countervalue thereof;

- b) to invoice the Buyer for the amount of the imbalances created by the Buyer and to collect the value thereof;
- c) to stop natural gas deliveries to the Buyer, in compliance with the provisions of Art. 7 para. (5) letter b);
- d) to execute the letter of bank guarantee lodged by the Buyer in accordance with Art. 6 para. (4), in the event of late payment by the Buyer.

(2) The Seller has the following main obligations:

- a) to deliver to the Buyer the quantities of natural gas determined in accordance with this Contract, on the basis of the Trading Schedule which forms an integral part of the Contract;
- b) to ensure the specified parameters of the natural gas delivered, in accordance with the legislation in force;
- c) to hold and maintain in force, throughout the duration of the Contract, the necessary licenses and authorizations for the delivery/take-up of natural gas in the PVT and to comply with their provisions;
- d) ensure the delivery to the Purchaser of the quantity of natural gas contracted for under the terms of this Contract;
- e) to return the performance guarantee to the Buyer within 1 (one) working day of the payment of all financial debts, in the event that the Contract has been terminated;
- f) to resume the delivery of natural gas to the Buyer within a maximum of 24 (twenty-four) hours from the date of cessation of the reason for the interruption, except in cases of force majeure and state of necessity
- g) to provide a performance guarantee by means of a bank letter of guarantee valid from the date of issue, having as guaranteed value the amount referred to in Art. 6 par. (5).

Art. 10

(1) The Buyer has the following main rights

- a) To demand and take delivery of the quantities of natural gas in accordance with the provisions of this Contract and all Trading Annexes which form an integral part of the Contract;
- b) to invoice the Seller for the value of the imbalances created by the Seller and to collect the countervalue thereof
- c) to claim damages from the Seller in the event of limitations and/or interruptions in the delivery of natural gas, in situations other than those permitted by this Contract or by applicable law, caused by the fault of the Seller, which fault shall be established on the basis of a technical expert's report. For the avoidance of doubt, fault must be proven.
- d) to execute the letter of bank guarantee provided by the Seller in accordance with Art. 6 para. (5) in the event of non-delivery of natural gas by the Seller.

(2) The Buyer has the following main obligations:

- a) to take and/or pay for the quantities of natural gas made available by the Seller in accordance with the provisions of this Contract;
- b) to pay in full and on time the consideration for the natural gas purchased under the terms of this Contract;

- c) To hold and maintain in force, for the entire duration of the Contract, the necessary licenses and authorizations for the delivery/take of natural gas in the PVT and to comply with their provisions;

To provide a performance guarantee by means of a bank letter of guarantee valid from the date of issue, having as guaranteed value, the amount provided for in Art. 6 para. (4).

IX. Confidentiality clause Art.

11

- (1) The Parties undertake to treat all information, data and documents that come to their knowledge during and/or on the occasion of the conclusion and during the performance of this Contract as confidential information and assume responsibility for keeping them confidential.
- (2) The provisions of Art. 11 para. (1) the following data, documents and information:
 - a) those for the disclosure of which the prior written consent of the other Contracting Party has been received;
 - b) which at the date of disclosure are in public circulation;
 - c) which is required by the competent state authorities on the basis of a legal obligation.
- (3) If one of the Parties breaches the obligation of confidentiality with regard to this Contract by disclosing to unauthorized third parties information of a non-public nature, it shall be obliged to pay damages to the injured Party.
- (4) The provisions of paragraph. (1) shall remain valid for 5 years from the date of termination of this Contract.

X. Contractual liability Art.

12

Each Party shall be liable only for the performance and fulfillment of its contractual obligations in accordance with common law.

XI. Termination of the

Contract Art. 13

- (1) This Contract shall terminate on:
 - a) the end of the Contract Validity Period;
 - b) in the event that one of the Parties ceases to hold the authorizations/licenses necessary for the performance of the obligations under this Contract;
 - c) if events of force majeure prevent the Parties from fulfilling their contractual obligations under the Contract;
 - d) by termination by either Party under the conditions provided for in this Contract;
 - e) by termination by operation of law in the event of bankruptcy or dissolution, as the case may be, of the Contracting Party.
- (2) Termination of this Contract shall have no effect on the contractual obligations undertaken by the Parties

and not yet performed.

XII. Notices**Art. 14**

- (1) The Parties agree that during the performance of this Contract, all notices or communications between them shall be in writing and shall be sent by fax and/or e-mail, by registered mail with return receipt requested, or by courier to the addresses indicated below:

To the Seller:

 Head Office: _____, _____ No. _____, county/area _____
 Tel: +4 _____
 Fax: +4 _____
 E-mail general enquiries: _____
 REMIT responsible: _____
 GMOIS Responsible: _____
 Responsible Invoicing: _____
 Responsible Contracting: _____

For Buyer:

 Headquarters: _____, _____ No. _____, county/area _____
 Tel: +4 _____
 Fax: +4 _____
 E-mail general enquiries: _____
 REMIT responsible: _____
 GMOIS Responsible: _____
 Responsible Invoicing: _____
 Responsible Contracting: _____

- (2) If the notification is made by post, it shall be sent by registered letter with acknowledgment of receipt and shall be deemed to have been received by the addressee on the date indicated by the receiving post office on the said acknowledgment.
- (3) Oral notices shall not be taken into consideration by either Party unless confirmed by one of the methods provided for in the preceding paragraphs.
- (4) A change of the correspondence address of either Party shall be notified in accordance with the provisions of paragraph.
 (1) above at least 5 (five) calendar days before it becomes effective, failing which the notifications shall be deemed to have been validly communicated even if the addressee has moved from the address or similar or if the addressee has not delivered the document.

XIII. Change of circumstances**Art. 15**

- (1) By "change of circumstances" is meant: entry into force, modification of the text of any legal requirement, rule, methodology or recommendation of an authority which was not in force at the date of signing of this Contract.
- (2) A change of circumstances may include, but is not limited to: the introduction of new taxes or charges, a change in the manner of imposition or charging, an increase/decrease in any existing taxes and charges; any amendment and supplement to the Network Code for the National Transmission System in force shall also be considered a change of circumstances for the purposes of this Contract.

(3)

In the event of a change in circumstances affecting the provisions of this Contract, the Parties undertake to sign a Supplemental Deed reflecting such change. Changes may not concern the quantity, price and/or profile in the case of standard products.

XIV. Force Majeure

Art. 16

- (1) Force majeure is that future, unforeseeable and insurmountable event which exonerates the Party invoking it from liability in the event of partial or total non-performance of the obligations assumed by the Contract, if it is invoked in accordance with the law.
- (2) The Party invoking a case of force majeure is obliged to notify the other Party within 48 (forty-eight) hours of the occurrence of the event, followed by the submission of supporting documents within 5 (five) calendar days of the same date; the Party in question is also obliged to take all possible measures to limit the consequences of such a case.
- (3) Cases of Force Majeure shall be certified by the Chamber of Commerce and Industry of Romania.
- (4) If the Force Majeure does not cease within 30 (ten) calendar days, the Parties have the right to request the termination of the Contract, without either of them being entitled to claim damages.
- (5) The occurrence of an event of Force Majeure shall not release the Parties from their obligations due up to the date of occurrence of the event of Force Majeure;

XV. Applicable law Art.

17

- (1) This Contract, as well as the rights and obligations of the Parties resulting from its execution are subject to Romanian legislation in force.
- (2) The Parties agree that all disagreements arising from the interpretation, execution or termination of this Contract shall be settled amicably.
- (3) Otherwise, any dispute arising out of or in connection with this Contract, including in relation to its conclusion, execution or termination, shall be settled by the competent courts.

XVI. Assign

ment Art. 18

Neither Party may assign to a third party, in any manner whatsoever, in whole or in part, its rights and/or obligations arising from this Contract.

XVII. Final clauses

Art. 19

In the event of a change of legal form/judicial reorganization, the Parties undertake to communicate, within a maximum of 5 (five) calendar days from that date, the manner in which the mutual contractual obligations will be assumed.

Art. 20

The Parties undertake, in relation to each other, to hold, for the entire duration of the Contract, the necessary approvals for the fulfillment of the obligations stipulated therein.

Art. 21

The provisions of this Contract shall be supplemented by the provisions of the Civil Code and other legal regulations in force. If any provision of the Contract is invalid or unenforceable in any respect in accordance with applicable laws and regulations, the validity, legality and enforceability of the other provisions of the Contract shall not be affected in any way and the Contract shall continue to have effect. Invalid or unenforceable provisions shall be deemed to have been replaced by an appropriate and fair provision which, to the extent permitted by law, comes as close as possible to the intent and purpose of the invalid or unenforceable provision, unless the Parties agree to amend/complete them by way of an additional act.

Art. 22.

The fact that one of the Parties does not avail itself, at a given time, of any of the provisions of this Contract, shall not be construed as a waiver of the right to avail itself of it later, shall not amount to a modification of this Contract and shall not give rise to any right whatsoever in favor of the other Party or a third party.

Art. 23.

The Parties declare that they have all the experience and knowledge necessary for the conclusion of this Contract, that this Contract is concluded in full knowledge of its effects, and that they are fully aware of and understand all the legal, technical and commercial aspects related to the conclusion, execution and termination of this Contract.

Art. 24.

Either Party has the right to claim payment of the amounts due under this Contract within 3 years of the due date.

Art. 25

This Contract has been drawn up today, . . _____ , in 2 (two) original copies, one for each Party, and shall take effect as from the date of _____

XVIII. Annex

es Art. 26

The following Annexes form an integral part of this Contract:

Annex 1. Trading Annex Annex 2.
Terminology

It assumes and undertakes the liability of the Company:

SELLER

BUYER

(Company name)

(Company name)

Legal representative

Legal representative

Annex 1
to the contract

Trading Annex

The specific and commercial terms and conditions of contract set out below will reflect in detail the elements of the

Transaction Report No/ The information set out in this Annex shall prevail over other contractual provisions covering an identical subject matter.

Seller: _____

Buyer: _____

➤ **DELIVERY PERIOD/QUANTITY OF NATURAL GAS/PRICE/DROP-OFF POINT**

Delivery period (starts and ends at 07:00 on the gas day)	Total quantity traded (MWh)	Quantity delivered daily (MWh/day)	Price (LEI/MWh)	Delivery/Pickup in PVT

➤ **Total contract value** (excluding VAT and/or excise duties): _____ **LEI**

This Annex has been concluded following trading on the Centralized Medium and Long-Term Products Market administered by BRM.

Product traded (*tick the appropriate product*):

- ☐ **WEEKEND**
- ☐ **WEEK**
- ☐ **MONTH**
- ☐ **FIRST QUARTER**
- ☐ **SECOND QUARTER**
- ☐ **THIRD QUARTER**
- ☐ **FOURTH QUARTER**
- ☐ **FIRST SEMESTER**
- ☐ **SECOND SEMESTER**
- ☐ **COLD SEASON**
- ☐ **WARM SEASON**
- ☐ **GAS YEAR**
- ☐ **CALENDAR YEAR,**

He assumes and undertakes the liability of the company:

VENDOR

(Company name)

BUYER

(Company name)

Legal representative

Legal representative

Annex 2
to the contract

Terminology

"Network Code for the National Natural Gas Transmission System" - normative act regulating the conditions and rules for the use of the National Natural Gas Transmission System in Romania;

"Competent Authority" - National Energy Regulatory Authority (ANRE);

"Contracted Quantity" - a volume of natural gas sold by the Seller, to the Buyer, in accordance with the provisions of the Contract during the Delivery Period;

"Due Date" - the date and/or the dates on which the payment amounts debit the Seller's account with the value of the invoices issued in accordance with the provisions of the Contract. If that date corresponds to a Non-Business Day, it shall be deemed to be the immediately following Business Day;

"Natural Gas" means free gas from methane gas fields, gas dissolved in crude oil, gas from the gas field associated with crude oil fields and gas resulting from the extraction or separation of liquid hydrocarbons;

"Transmission System Operator (TSO)" means a natural or legal person who carries out the activity of natural gas transmission and is responsible for operating, ensuring the maintenance of, and, if necessary, developing the transmission system in a given area and, where applicable, its interconnections with other systems, and for ensuring the long-term capacity of the system, in order to meet the demand for the transportation of natural gas;

"Delivery Period" - means the period defined by the Parties for each individual transaction;

"Contract Price" - shall mean the price of natural gas/MWh, resulting from the transaction, to be paid by the Buyer to the Seller for the natural gas contracted under the Contract;

"National Transmission System" (NTS) - the natural gas transmission system located on the territory of Romania and which is publicly owned by the State;

"Contractual Value" - means the value obtained by multiplying the Contracted Quantity by the Contractual Price, plus VAT in accordance with the legal provisions;

"Business Day" - means any day, other than Saturdays or Sundays or any public holiday, on which banks are generally open for business in Romania;

"Non-Business Day" - means any day other than Saturday or Sunday or any public holiday on which banks are closed for any operations in Romania.

Art. 2. The other terms used in this Procedure shall have the meanings set forth in the "Regulation on the organized framework for the trading of standardized products on the centralized natural gas markets administered by Bursa Romana de Mărfuri (Romanian Commodities Exchange) S.A.", as well as in the relevant legislation in force.

It assumes and undertakes the company's liability:

SELLER

BUYER

(Company name)

(Company name)

Legal representative

Legal representative

ANNEX 3

to the procedure

INITIATING ORDER

(model)

Participant	
Beneficiary	
Standard product	
Asset type	
Source of gas	
Quantity	
Maximum variation limit of contracted quantity*	
Order meaning : Sale/purchase	
Starting auction price	
Price adjustment formula*	
Delivery condition : PVT	
Start date of delivery	
Other details	
Proposed date and time of the meeting	

We are aware of and undertake to comply with the provisions of the Regulation on the organized framework for trading on the centralized natural gas markets administered by Societatea Bursa Română de Mărfuri (Romanian Commodities Exchange) S.A., approved by ANRE President Order no. 223/2018 with subsequent amendments and the trading procedures on the centralized natural gas markets administered by Societatea Bursa Română de Mărfuri (Romanian Commodities Exchange) S.A..

* Valid only in case of initiating an order for a flexible product

Client:

(Name, first name)
(Authorized signature and stamp)

Visa
Affiliate/shareholder member

ANNEX 4

To the procedure

Contract of Novation**I. Contracting Parties****Art. 1**

The parties to the Novation Contract (hereinafter referred to as the "Novation Contract") are, on the one hand, the Bursa Romana de Mărfuri, as counterparty (hereinafter referred to as the "Counterparty" or "BRM") and the participants of the centralized natural gas market (hereinafter referred to individually as the "Seller Beneficiary" or "Seller", respectively "Buyer Payee" or "Buyer" and collectively "Payees"), who are not Clearing Members and MC Accepting Agreement with BRM as Counterparty and who have entered into a transaction, (the "Transaction"), in the medium to long term product market, and has been rejected by their counterparty in the Transaction.

The above parties are hereinafter referred to individually as the "Party" and collectively as the "Parties".

II. Subject matter of the contract**Art. 2 Acceptance of the Transaction by the Counterparty**

- (1) The Counterparty substitutes itself in a transaction concluded on the Medium and Long-Term Product Market of Standardized Products pursuant to Art. 3, paragraph 1, point A of the Medium and Long-Term Product Trading Procedure by the Novation Agreement, becoming Buyer to the Seller and Seller to the Buyer.
- (2) The Novation Contract is an integral part of the Procedure for the Organization and Operation of the Medium and Long-Term Standardized Products Market and is applicable to all participants in this market from the date of conclusion of a transaction. The Contract shall take effect as of the date on which the Counterparty accepts the request for assignment of the concluded Transaction submitted by any party to the Transaction that refuses to conclude the Standard Contract (Annex 2 to the Procedure for Medium and Long-Term Product Trading) with the Counterparty to the Transaction.
- (3) The obligations for the physical delivery and physical takeover of natural gas remain with the parties to the Transaction, with the Counterparty acting as a financial guarantor for the fulfillment of all financial obligations, but without making deliveries or takeovers of natural gas on its own behalf.
- (4) BRM as Counterparty guarantees the payment of the countervalue of the natural gas traded according to the concluded Transaction. BRM as Counterparty guarantees through specific risk management mechanisms as well as through the guarantee fund the takeover and delivery of natural gas under the concluded transaction by another supplier in case of non-compliance with the delivery/takeover conditions induced by a party to the concluded transaction.
- (5) The quantities, prices and delivery periods shall be those that have been traded by the parties during the trading sessions on the Medium and Long-Term Standardized Products Market administered by BRM; they shall be the subject of trading annexes relating to each individual transaction, identical in form and fully completed, in accordance with the model presented in Annex 1 to this Framework Contract;
- (6) The transfer of ownership shall take place at the Virtual Trading Point (PVT), on the basis of

the transaction report made available to the Parties by the centralized market operator -

BRM; the traded quantities of natural gas are to be delivered to the PVT in a constant daily profile.

III. Take Take-Over Obligation/Delivery

Obligation Art. 3

- (1) The traded quantities of natural gas are firm, the Supplier as Seller assuming the obligation to deliver them in the PVT and as Buyer to take over and pay the price resulting from the trading session, according to the Trading Report issued and transmitted to the Parties by the BRM, in accordance with the provisions of Chapter V of the "Procedure for the organization and operation of the medium and long-term standardized products market administered by the BRM".
- (2) The non-fulfilment by any of the Beneficiaries, in whole or in part, of the obligation to deliver or to take delivery of the traded quantities of natural gas, respectively, entitles the Counterparty to receive the countervalue of the quantity not delivered or, as the case may be, not taken delivery of. As a consequence, the Party whose obligation is not fulfilled shall be liable for the payment of the amount representing the countervalue of the quantity of gas for which the obligation to deliver or take delivery has not been fulfilled. In the event of non-compliance, the Counterparty shall execute the guarantees provided by the Beneficiary, within the limits of the obligations assumed by the latter, as set out in art. 6.1 of this Contract.
- (3) The countervalue of imbalances generated by the Provider shall be calculated in accordance with the legal provisions in force and shall be due by the Provider to the Central Counterparty.

IV. Duration of the

Contract Art. 4

- (1) This Contract shall take effect from the date on which the Counterparty accepts the Beneficiary's request to assign the concluded transaction. The Contract subsists until the extinction of all the obligations arising from the conclusion of the Transaction on the Medium and Long-Term Standardized Products Market managed by BRM.
- (2) After the expiry of the Validity Period, the Parties shall no longer be bound by the terms and conditions of this Agreement, except to the extent necessary for the performance of the rights and obligations of the Parties as arising from this Agreement prior to the end of the Validity Period.
- (3) If at any time any provision or clause of this Novation Contract is or shall be declared illegal, void, void, of no effect or unenforceable in any manner whatsoever under applicable law and jurisdiction, the legality, validity and enforceability of the remaining provisions of the Novation Contract shall not be affected or impaired.

V. Delivery/takeover of natural gas, natural gas metering Art. 5

The delivery/pick-up of natural gas shall be carried out in the PVT at the deadline set in accordance with the trading report in a constant daily profile, on the basis of the nominations made by the Counterparty to the OTS following the transaction concluded on the platform.

The expenses incurred for the delivery/takeover of natural gas in the PVT shall be borne in accordance with the provisions of the legislation in force, as follows:

- a) The Seller Recipient agrees to bear the payment of all costs not limited to taxes, duties or tariffs imposed by any governmental authority on or in connection with the Natural Gas prior to or at the time of delivery thereof to the Buyer in the PVT;
- b) The Purchasing Recipient agrees to bear all costs, not limited to taxes, duties or tariffs imposed by any governmental authority on or in connection with the natural gas after the natural gas is taken over by the Purchaser in the PVT.

VI. Contract price. Price payment guarantee. Payment terms and conditions Art.**6.1.**

- (1) The price of natural gas subject to the transactions transferred and accepted by the Counterparty is the price established following trading *on the Medium and Long-Term Standardized Products Market administered by BRM.*
- (2) The price referred to in paragraph (1) does not include VAT and excise duties, which shall be added where applicable in accordance with the law.
- (3) The obligations to declare and pay excise duty to the consolidated state budget for the natural gas purchased under this Contract shall be established in accordance with the provisions of tax legislation.
- (4) The guarantee of payments and deliveries of traded natural gas shall be made for the Buyer Beneficiary and the Seller Beneficiary through the centralized risk management system of the Central Counterparty, through the margin system according to the regulations of the Central Counterparty, BRM. The Beneficiaries shall deposit collateral up to a minimum level set by the Counterparty based on the daily report issued by the Counterparty for each participant, party to a transaction accepted by the Counterparty. The Beneficiary is obliged to deposit the requested collateral at the disposal of the Central Counterparty, on the basis of the Margin Call, in accordance with the Counterparty's regulations. The request for additional collateral under the Margin Call, if applicable, shall be made by direct debit mechanism on a daily basis.
- (5) Collections for a Payee Seller will be made on a daily basis throughout the delivery period in a constant profile as per the transaction. Collections shall be made in accordance with counterparty regulations.
- (6) Payments from a Beneficiary Buyer will be made by direct debit over the entire delivery period in constant profile as per the transaction. Payments shall be made in accordance with the Counterparty's regulations.

Art.6.2. Specific clauses regarding the guarantee risk of transactions

1) If the Counterparty refuses to accept the transaction, the object of the novation agreement becomes null and void. In this case the transaction is void in accordance with the

ORGANIZARE ȘI FUNCȚIONARE A PIETEI PRODUSELOR STANDARDIZATE PE TERMEN MEDIU ȘI LUNG ADMINISTRATĂ DE SOCIETATEA BURSA ROMÂNĂ DE MĂRFURI.

Art. 7 Invoicing and Contract execution

7.1. The Payee/Biller complies with the Central Counterparty's regulations (*Clearing, Settlement and Risk Management Rules and Procedure*), as regards the invoicing and the performance of the Contract. The Buyer/Seller Beneficiary is assimilated from the Central Counterparty's point of view to a Clearing Member in relation to the rights and obligations regarding the guarantee and payment of the transactions assigned to the Central Counterparty.

7.2. The Seller and the Counterparty shall issue the invoices related to the Contract on a monthly basis, by the 5th of each month at the latest.

VII. Fees and taxes

Art. 8

- 1) In accordance with the legal provisions, the Seller agrees to be responsible for and to pay or cause to be paid all taxes and/or levies, imposed by any governmental authority and associated with the natural gas delivered under this Contract, prior to delivery.
- 2) As required by law, Buyer agrees to be responsible for and pay or cause to be paid all duties and/or taxes imposed by any governmental authority and associated with the natural gas delivered under this Contract after receipt thereof.

VIII. Rights and

Obligations Art. 9

- 1) The Seller Beneficiary has the following main rights:
 - i. To invoice the Central Counterparty for the quantity of natural gas delivered and penalties or penalty interest - where applicable - in accordance with the contractual provisions and to collect the consideration;
 - ii. to benefit from the rights assimilated to a Clearing Member on the Counterparty system.
- 2) The Seller Beneficiary has the following main obligations:
 - i. to deliver the quantities of natural gas established in accordance with this Contract, on the basis of the Transaction Report in accordance with the Medium and Long-Term Products Procedure;
 - ii. to ensure the specified parameters of the delivered natural gas in compliance with the legislation in force
 - iii. to hold and maintain in force, for the entire duration of the Contract, the necessary licenses and authorizations for the delivery/take-up of natural gas in the PVT and to comply with their provisions;
 - iv. to ensure the delivery of the contracted quantity of natural gas under the terms of this Contract, including in accordance with the notification made by the Counterparty;
 - v. to provide a performance guarantee by means of a bank guarantee letter valid from the date of issue, having as guaranteed value, the amount set out in Article 6.1.

Art. 10

1) The Beneficiary Purchaser has the following principal rights

- i. to apply for and take delivery of the quantities of natural gas, in accordance with the provisions of this Contract and all the Trading Annexes which form an integral part of the Contract;
- ii. to benefit from the rights assimilated to a Clearing Member on the Counterparty system.

2) The Beneficiary Buyer has the following main obligations:

- i. to take over and pay for the quantities of natural gas made available by the Counterparty under the terms of this Contract, including in accordance with the notification to the OTS made by the Counterparty;
- ii. to pay in full and on time the value of the natural gas purchased under this Contract;
- iii. to hold and keep in force, for the entire duration of the Contract, the licenses and authorizations necessary for the delivery/purchase of natural gas in the PVT and to comply with their provisions;
- iv. to provide a performance guarantee by means of a bank guarantee letter valid from the date of issue, with the guaranteed value of the amount set out in Article 6.1.

IX. Confidentiality clause Art.

11

- i. The Parties undertake to treat all information, data and documentation which come to their knowledge during and/or in the course of the performance of this Contract as confidential information and assume responsibility for keeping it confidential.
- ii. The Parties undertake to keep the Confidential Information strictly confidential and not to disclose the Confidential Information to any third party, unless expressly permitted by this Contract or with the prior written consent of the Parties.
- iii. Art. 11 para. (1) the following data, documents and information:
 - a. those for the disclosure of which the prior written consent of the other contracting party has been received;
 - b. those which at the date of their disclosure are in public circulation;
 - c. those requested by the authorized state bodies, on the basis of a legal obligation.
- iv. If one of the Parties breaches the obligation of confidentiality with regard to this Contract by disclosing to unauthorized third parties information of a non-public nature, it shall be obliged to pay damages to the injured Party.
- v. The provisions of paragraph. (1) shall remain valid for 5 years after the termination of this Contract.

X. Contractual liability Art.

12

Each Party shall be liable only for the execution and performance of its contractual obligations as stipulated in the contract, subject to the provisions of the applicable laws in force.

The Counterparty shall not be liable in any way whatsoever for the performance of the obligations undertaken by a Participant through the Transaction in the event that the Counterparty refuses to accept the Transaction.

XI. Termination of the

Contract Art. 13

1) This Contract shall terminate on:

- a) By operation of law at the end of the Contract Period;
- b) in the event that one of the Parties ceases to hold the authorizations/licenses necessary for the performance of the obligations under this Contract. In all cases, the Party shall remain bound by the obligation set out in Art. 3 para. (2);
- c) if events of force majeure prevent the Parties from fulfilling their contractual obligations under the Contract;

2) Termination of this Contract shall have no effect on contractual obligations assumed by the Parties and not yet performed.

XII. Notices

Art. 14

1) The Parties agree that, during the performance of this Contract, all notifications or communications between them shall be in writing and shall be sent by fax and/or e-mail, by registered post with acknowledgment of receipt, or by courier to the addresses indicated below:

For the Counterparty :

Head Office: _____, no. _____, County/Sector _____

Tel: +4 _____

Fax: +4 _____

E-mail general enquiries: _____

REMIT Responsible: _____

Responsible Invoicing: _____

Contracting Responsible: _____

To BENEFICIARY:

Headquarters: _____, nr. _____, county/area ____

Tel: +4 _____

Fax: +4 _____
E-mail general enquiries: _____
REMIT responsible: _____
GMOIS Responsible: _____
Responsible Invoicing: _____
Contracting Responsible: _____

1. If notification is made by post, it shall be sent by registered mail, return receipt requested, and shall be deemed to have been received by the addressee on the date specified by the receiving post office on such return receipt.
2. Oral notices shall not be taken into consideration by either Party unless confirmed by one of the methods provided for in the preceding paragraphs.
3. A change of the correspondence address of either Party shall be notified in accordance with the provisions of paragraph. (1) above at least 5 (five) calendar days before it becomes effective, failing which notifications shall be deemed to have been validly communicated even if the addressee has moved from the address or similar or if the addressee has not delivered the document.

XIII. Change of circumstances Art.

15

1. "Change in circumstances" means: the coming into force, modification of the wording or interpretation of any legal requirement, rule, methodology or recommendation of an authority which was not in force at the date of signature of this Contract.
2. Change of Circumstances may include, but is not limited to: the introduction of new taxes or charges, a change in the manner of imposition or charging, an increase/decrease in any existing taxes and charges or a change in the methodology considered at the date of this Contract, regarding the basis or recommendation and/or application of the elements used to determine the Contract Price; any amendment and addition to the Network Code for the National Transmission System in force shall also be considered a Change of Circumstances for the purposes of this Contract.
3. In the event of a change of circumstances affecting the provisions of this Contract, the Parties undertake to sign a Supplemental Deed reflecting such change.

XIV. Force Majeure

Art. 16

- 1) Force majeure is a future, unforeseeable and insurmountable event, which exonerates the Party invoking it from liability in the event of partial or total non-performance of the obligations assumed by the Contract, if it is invoked under the conditions of the law.
- 2) The Party invoking a case of force majeure is obliged to notify the other Party within 48 (forty-eight) hours from the occurrence of the event, followed by the submission of supporting documents within 5 (five) calendar days from the same date; the Party in question is also obliged to take the possible measures to limit the consequences of such a case.
- 3) Cases of Force Majeure shall be certified by the Romanian Chamber of Commerce and Industry.
- 4) If the Force Majeure does not cease within 10 (ten) calendar days, the Parties shall have the right to request the termination of the Contract, without either of them being entitled to claim damages.

- 5) The occurrence of an event of Force Majeure shall not release the Parties from the obligations due up to the date of occurrence of the Force Majeure;

XV. Applicable law Art.

17

- 1) This Contract, as well as the rights and obligations of the Parties resulting from its execution are subject to the Romanian legislation in force.
- 2) The Parties agree that all disagreements arising from the interpretation, execution or termination of this Contract shall be settled amicably.
- 3) Otherwise, any dispute arising out of or in connection with this Contract, including in relation to its conclusion, execution or termination, shall be settled by the competent courts.

XVI. Assign

ment

Art. 18

Neither Party may assign to a third party, in any manner whatsoever, in whole or in part, its rights and/or obligations arising from this Contract.

XVII. Final

Clauses Art. 19

In the event of a change of legal form/judicial reorganization, the Parties undertake to communicate, within a maximum of 5 (five) calendar days from this date, the manner in which the mutual contractual obligations will be assumed.

Art. 20

The Parties undertake, in relation to each other, to hold for the entire duration of the Contract the necessary approvals for the fulfillment of the obligations stipulated therein.

Art. 21

The provisions of this Contract shall be supplemented by the provisions of the Civil Code, as well as by the other legal regulations in force. If any of the provisions of the Contract is invalid or unenforceable in any respect under the applicable laws and regulations, the validity, legality and enforceability of the other provisions of the Contract shall not be affected in any way thereby and the Contract shall continue to have effect. Invalid or unenforceable provisions shall be deemed to have been replaced by an appropriate and fair provision which, to the extent permitted by law, comes as close as possible to the intent and purpose of the invalid or unenforceable provision, unless the Parties agree to their replacement by an additional act.

Art. 22.

The fact that one of the Parties does not avail itself, at a given time, of any of the provisions of this Contract, shall not be construed as a waiver of the right to avail itself of it at a later time, shall not amount to a modification of this Contract, nor shall it give rise to any right whatsoever in favor of the other Party or of a third party.

Art. 23.

The Parties declare that they have all the experience and knowledge necessary for the conclusion of this Contract, that this Contract is concluded in full knowledge of its effects, knowing and fully understanding all legal, technical and commercial aspects related to the conclusion, execution and

termination of this Contract.