

CONTRACT NO. \_\_\_\_/2023

**for underground storage of natural gas**

**I. Contracting Parties:**

A. SNGN Romgaz SA- Filiala de Înmagazinare Gaze Naturale DEPOGAZ Ploiești SRL, headquartered in Ploiesti, 184 Ghe. Gr. Cantacuzino Street, Prahova county, postcode 100492, telephone 0374/403800, fax 0244/515160, registered with the Prahova Trade Registry Office under no. J29/1181/2015, sole registration code RO34915261, with account No. RO36 BTRL RONC RT03 1706 6401, opened at Banca Transilvania Ploiesti, legally represented by manager General–Vasile CARSTEA, as provider of the underground gas storage service, holder of the storage license of natural gas, hereinafter referred to as "Provider", DÎSGN operator, on the one hand,

and

B. \_\_\_\_\_, established in \_\_\_\_\_, str. \_\_\_\_\_ nr.\_\_\_\_, Sector \_\_, postcode \_\_\_\_\_, phone \_\_\_\_\_, fax \_\_\_\_\_, registered with the Trade Registry Office under no.\_\_\_\_\_, tax registration code \_\_\_\_\_, with account No. \_\_\_\_\_, opened at the Bank \_\_\_\_\_, legally represented by \_\_\_\_\_ - manager/director and Mr. \_\_\_\_\_ - commercial director, as beneficiary of the underground natural gas storage services, hereinafter referred to as "Beneficiary", on the other hand,

The Provider and the Beneficiary being referred to individually as '**Party**' and, collectively, '**Parties**',

The Parties have agreed to the conclusion of this contract for the provision of storage services ('**Contract**') under the following terms and conditions:

**II. Terminology and abbreviations**

Art. 1. (1) The terms used in this contract are set out in Annex No. 1 to this Contract .

(2) The list of abbreviations shall be as set out in Annex No 2.

Art. 2. In this Contract (including in recitals and annexes), unless the context provides otherwise or otherwise specified in this document:

(a). references to the Clauses and Annexes are references to the terms and annexes to this Contract;

(b). references to a person shall be interpreted in such a way as to include any natural person, firm, company, government, state or agency of a state or any other entity incorporated or

established as a separate legal person and include any successor (by merger or otherwise) of such entity;

- (c). the singular includes the plural and vice versa;
- (d). the titles are mentioned for utility and reference and do not affect the interpretation of the Contract;
- (e). the terms expressed in days shall be calculated on calendar days, unless otherwise specified;
- (f). whenever reference is made in this Contract to a Party showing consent/approval, such consent shall be deemed to be issued in a written form.

### **III. Object of the Contract**

Art. 3. (1) The object of this Contract is the provision of underground natural gas storage services, representing the set of activities and operations carried out by the Provider for or in connection with the reservation of storage capacity in underground storages and for the injection, storage in, and withdrawal from those capacities of determined quantities of \_\_\_\_\_ MWh natural gas.

(2) The reservation of the underground storage capacity of natural gas shall be made by the Provider, at the request of the Beneficiary, on the basis of an allocation of the underground storage capacity made by the Provider pursuant to its internal methodologies.

(3) The Beneficiary confirms that: (i) the reserved capacity indicated in the Contract is firm and fixed, (ii) the reserved capacity shall be corresponding to the Duration and is provided in Annex No. 3.

(4) The Provider may accept, at its discretion, the assignment of the capacity reserved for the Beneficiary during the storage cycle to an assignee with good reputation and financial creditworthiness by signing an agreement in a form accepted by all parties involved.

(5) The quantity of natural gas shall be stored in the underground gas storage(s) indicated in Annex 3 ('Underground Gas Storage(s) '), in accordance with the storage schedule established and approved by the Parties, in accordance with Annex No. 4.

(6) The natural gas injection cycle in the Underground Gas Storage(s) takes place between 1 April and 31 October and the natural gas withdrawal cycle from the Underground Gas Storage(s) takes place between 1 November and 31 March.

### **IV. Duration of the Contract**

Art. 4. This Contract shall be concluded for a period equal to the full storage cycle **01.04.2023-31.03.2024**] ("**Duration**").

Art. 5. (1) To the extent that, at the end of the agreed Duration, a quantity of natural gas related to the Contract, remains in the Underground Gas Storage(s), either Party shall have the right to request from the other the conclusion of a new contract relating to the quantity of natural gas remaining in storage at a new tariff valid for the next storage cycle. The Parties undertake to conclude the contract no later than the last day of validity of the Contract for the remaining estimated quantity. The new contract will enter into force from the first calendar day of the next underground gas storage process.

## **V. Commercial handover/takeover of natural gas; measurement of natural gas**

- Art. 6. (1) The quantities of hourly/daily/monthly natural gas covered by the Contract, injected by the Provider according to the schedule set out in Annex No. 5, are ensured by the Beneficiary.
- (2) The estimated schedule for the withdrawal of the quantities of natural gas ~~in~~ from the Underground Gas Storage(s) shall be regulated by the Parties before the start of the withdrawal cycle, according to in Annex No. 6, addendum to the contract.
- Art. 7. (1) The measurement of the quantities of natural gas intended for injection and withdrawal in/from the Underground Gas Storage(s) shall be carried out at the commercial handover/takeover points, in compliance with the legal regulations in force.
- (2) Measurement shall be carried out by means of meters/ measuring systems and equipment which fulfill the conditions set by the methodological regulations and the standards in force.
- (3) The quantities of natural gas destined for injection shall be measured at the SNT interface with DÎSGN and those withdrawn at the DÎSGN interface with the SNT and shall be recorded monthly in the minutes concluded by the SNT operator with the Provider; the determination of the quantities of natural gas at the commercial handover/takeover points is carried out daily in accordance with the provisions of the legal regulations in force.
- (4) The monthly minutes concluded between the Provider and the Beneficiary shall be used for compiling the invoice issued by the Provider for the value of the injection/withdrawal services provided.
- Art. 8. (1) The measurement and determination of the quantities of natural gas may be challenged by the Parties, case in which the provisions of the legal regulations in force shall be observed.
- (2) The quality of natural gas delivered by the Beneficiary/Provider under this Contract shall comply with the minimum quality conditions laid down in the Order of the President of ANRE No. 62/24.06.2008 regarding the approval of the Regulation on measuring the quantities of natural gas traded in Romania (Official Gazette of Romania, Part I, no. 489/01.07.2008), with subsequent amendments and addenda. Determination of the chemical composition of natural gas shall be carried out daily by means of online gas chromatographs installed in natural gas metering stations or by means of laboratory gas chromatographs at reasoned request of the Provider/Beneficiary.
- Art. 9. (1) The Parties agree and confirm that they understand that natural gas delivered in the withdrawal cycle will have a different composition than natural gas delivered for the injection cycle, as the natural gas delivered for injection into the Underground Gas Storage(s) is mixed with the gas from the pipeline system and also with the gas remaining in the storage from the previous cycle.
- (2) The Provider shall be exempted from any liability relating to a difference in quality, according to paragraph (1) above.

## **VI. Tariffs for underground storage services; payment methods and conditions**

- Art. 10. (1) The Beneficiary shall pay the Provider a firm tariff for the value of the underground natural gas storage services, i.e. the capacity reservation, injection and withdrawal of natural gas services, calculated in accordance with the computation formula set out in Annex No. 7 ("**Tariff**").

(2) For the avoidance of doubt, the Tariff will include the capacity reservation component owed in relation to the entire contracted capacity (regardless of the use of this capacity by the Beneficiary), as well as the value of the injection/withdrawal services provided in the previous month.

Art. 11. (1) The Provider shall issue monthly to the Beneficiary, until the 10<sup>th</sup> of the following month, the invoice for the storage services carried out in the previous month, under the Tariff set out in Annex No. 7, for the previous month. The invoice and/or any potential notifications shall be sent by the Provider to the address included in Article 28 of Section XV below.

(2) Payment of the storage services shall be made in RON within 15 (fifteen) calendar days from the date of the invoice issued by the Provider, by bank transfer, or any other legal payment instrument agreed between the Parties and shall be deemed effective at the time of receipt of the amounts in the bank account of the Provider, No. **RO36BTRLRONCRT0317066401, opened at the bank Banca Transilvania Ploiesti**. Failure to pay within the time limit referred to in this paragraph shall result in the application of penalties pursuant to Article 23 para 2.

(3) If the due date is a non-business day, the due date shall be deemed be the following business day.

(4) The Parties agree that, at the end of the Duration, an adjustment/revision of the payment/account payables or receivables rights relating to capacity reservation shall be made, in accordance with the procedure set out in Annex No. 7. Termination of the Contract for any reason prior to the determination of the final consideration of the adjustment/revision shall not exempt the Parties from the financial obligations arising from the adjustment.

## VII. Rights and obligations of the Provider

Art. 12. The Provider has the following rights:

- (a). to collect the Tariff, equivalent to the value of the underground natural gas storage services, calculated in accordance with the formula in Annex No. 7;
- (b). to discontinue the injection/withdrawal cycle of natural gas in/from underground gas storage facilities in the event of failure to meet the payment obligations within the deadlines stipulated in this Contract, under the conditions laid down in this Contract and in compliance with the legal regulations in force;
- (c). to limit and/or discontinue partially or totally the underground natural gas storage service for the period of time necessary to carry out the development/rehabilitation/repair/modernization/operation and maintenance of the storage facility;
- (d). to discontinue the provision of services if the quality of natural gas supplied by the Beneficiary under this Contract does not comply with the minimum quality conditions laid down in the Order of the President of ANRE No. 62/24.06.2008 regarding the approval of the Regulation on measuring the quantities of natural gas traded in Romania (Official Gazette of Romania, Part I, no. 489/01.07.2008), with subsequent amendments and addenda;
- (e). to initiate the amendment and/or completion of this Contract in the event of a Change of the Circumstances based on which the Contract was concluded;

- (f). to carry out gas exchange operations without prejudice to the Beneficiary for the purpose of balancing the SNT, safety and continuity in the supply of natural gas.

Art. 13. The Provider has the following obligations:

- (a). To invoice the Beneficiary with the value of underground natural gas storage services, on the basis of the handover-takeover minutes, in accordance with the legislation in force;
- (b). to maintain the capacity contracted under this Contract at the disposal of the Beneficiary;
- (c). to take over from the Beneficiary, with the purpose of storage, the quantities of natural gas provided for in the underground gas storage schedule, from the point of handover/commercial takeover from the SNT interface with DÎSGN, in compliance with the legal regulations in force;
- (d). to deliver to the Beneficiary the quantities of natural gas withdrawn, in accordance with the schedule established for the withdrawal cycle, under the quality conditions agreed under this Contract, at the point of commercial delivery/takeover from the DÎSGN interface with the SNT, in compliance with the legal regulations in force;
- (e). to immediately notify the Beneficiary and the SNT operator, in compliance with the legal regulations in force, with regard to the interruptions occurred in the operation of the natural gas injection/withdrawal cycle in order to remedy faults of its own installations;
- (f). to immediately notify the Beneficiary and the SNT operator, by phone, with regard to the accidental interruptions in the performance of the natural gas injection/withdrawal cycle and to subsequently notify them , within 12 (twelve) hours maximum from the occurrence of the event;
- (g). to resume the natural gas injection/withdrawal schedule into/from underground storage, in compliance with the legal regulations in force, 3 (three) calendar days after payments have been made, with prior 3 (three) day calendar notice; the injection/withdrawals of quantities of non-injected/non-withdrawn natural gas during the interruption period of storage services due to non-payment of such services may be carried out only according to the technological parameters of each underground storage facility and of SNT and also after considering the availability of the Provider due to all its contractual commitments, with the underground natural gas storage schedule being amended accordingly;
- (h). to allow, in the presence of its representative, the access of the proxies of the Beneficiary/SNT operator to the measuring equipment, in compliance with the legal regulations in force;
- (i). to ensure the technical conditions required for storage in underground gas storages of the quantities of natural gas stipulated in this Contract;
- (j). to ensure the proper functioning of natural gas metering systems and equipment in the injection/withdrawal cycle in accordance with the metrological regulations in force;
- (k). to undertake the risk related to the transmission of natural gas through the piping associated with DÎSGN, intended for storage, and the risk related to natural gas storage in underground gas storages, provided that natural gas intended for underground storage is taken over at the pressures specified in this Contract;
- (l). to comply with the provisions of the applicable legislation, including the Network Code for the National Transport System approved by ANRE Order No. 16/2013 with subsequent

amendments and additions, ANRE Order No. 141/2021 regarding the approval of the Regulation on the programming, operation and dispatching of underground natural gas storages.

#### **VIII. Rights and obligations of the Beneficiary**

Art. 14. The Beneficiary has the following rights:

- (a). To request and receive from the Provider, within 10 (ten) calendar days from the end of the month, in compliance with the legal regulations in force, data regarding the quantities of natural gas contracted by the Beneficiary, injected/withdrawn into/from the Underground Gas Storage(s);
- (b). to rightly, justifiably, challenge the quantities of natural gas delivered by the Provider in the point of handover/commercial takeover at the DÎSGN interface with the SNT;
- (c). to request the Provider to modify and/or supplement the injection and withdrawal Schedule under this Contract.
- (d). to request the amendment of this Contract in justified cases according to present Contract.

Art. 15. The Beneficiary has the following obligations:

- (a). to pay in full and on time the value of the invoices issued by the Provider;
- (b). to provide the quantities of natural gas intended for the injection cycle to the Provider, as set out in Annex No. 5, in compliance with the legal regulations in force, under the quality conditions agreed in this Contract, at the point of commercial handover/takeover from the SNT interface with DÎSGN;
- (c). to take over the quantities of natural gas resulting from the withdrawal cycle, as set out in Annex No. 6, in compliance with the legal regulations in force, under the quality conditions agreed by this Contract, at the point of commercial handover/takeover from the interface of the DÎSGN with SNT;
- (d). to comply with the provisions of the Network Code for the National Transport System approved by ANRE Order No. 16/2013 with subsequent amendments and addenda;
- (e). to prevent any accumulation (in Romanian, *tezaurizare*) of storage capacities;
- (f). to provide upon request the relevant information required by the Provider for the underground gas storage activity;
- (g). to submit daily the injection/withdrawal nominations (in Romanian, *nominalizari*) in/from the Underground Gas Storage(s) at the latest until day D-1 3 pm, for the next 3 (three) gas days;
- (h). to transmit daily the injection/withdrawal re-nominations (in Romanian, *renominalizari*) in/from the Underground Gas Storage(s) at the latest until day D 8pm.

#### **IX. Guarantees**

Art. 16. (1) The Parties undertake to exercise in good faith and to perform their obligations in due time and strictly in accordance with the provisions of this Contract.

(2) In the case of recording two deviations from the obligation to pay the Tariff or other obligations of the Beneficiary, the Provider may request the Beneficiary to set up a guarantee intended to fulfil

the contractual obligations of the Beneficiary in the event of faulty failure to comply with them, within 10 (ten) calendar days from the date on which the notification by the Provider is sent. The guarantee will consist of a bank guarantee letter and will be equal to 10% of the value of the services provided by this contract. In the event of enforcement of the guarantee set up under the above conditions, the defaulting Party shall be obliged to reconstitute (in part or in full, as the case may be) the established guarantee within 7 (seven) calendar days from enforcement..

Art. 17. If the Parties constitute real guarantees (in Romanian, *garantii reale*), the Parties shall conclude separate guarantee contracts and register them in the official publicity registers.

#### **X. Conditions for performance of underground storage services of natural gas**

Art. 18. (1) The natural gas injection/withdrawal schedule shall be established by the Parties in Annexes No. 5 and No. 6, depending on the period required for the revaluation of active stock, when passing from the injection cycle to the withdrawal cycle, and on the revision and repair schedule .

(2) The Parties must notify any changes to the injection/withdrawal schedule at least 5 (five) calendar days before the start of the injection/withdrawal month. To this end, the Parties will agree upon the amendments within 5 (five) calendar days from the date of the request, unless one of the Parties raises observations/reservations.

(3) If the notified Party does not submit remarks within the time limit laid down in paragraph 2, the notified storage schedule shall be deemed tacitly accepted by the concerned Party.

Art. 19. The Parties shall notify DOPVT of the storage schedule agreed under the Contract within the time limits set out in the Network Code.

Art. 20. The Parties may agree to accept daily and monthly variations in quantities of natural gas in relation to the agreed schedule, within the limit of +/- 15 %, provided that the variations do not affect the operational safety of the Underground Gas Storage(s).

Art. 21. The Parties undertake to comply with the provisions of the natural gas regulatory framework. Starting with the date of entry into force of the Network Code and the methodological norms for its implementation, the provisions of the Contract shall be duly supplemented by the provisions stipulated in those normative acts.

#### **XI. Confidentiality clause**

Art. 22. (1) The Parties agree not to disclose the content of this Contract and any data, documents and information obtained on its basis.

If a Party is bound or required by law or by a regulatory authority to disclose any confidential information based on/related to this Contract, that Party may disclose confidential information or any other information in accordance with that request or obligation. The Party which is required to disclose the confidential information shall notify the other Party in advance, to the extent permitted by the applicable law, of the information required to be disclosed and the Parties shall agree on the content of the disclosure. In any event, the Party that is required to disclose the confidential information will disclose only those matters which are binding and necessary to disclose.

(2) The data, documents and information for which the written consent for disclosure from the other contracting Party has been received and which are, at the time of their disclosure, of public circulation, are exempted from the provisions of paragraph 1 as well.

## **XII. Contractual liability**

Art. 23. (1) In the event that the Provider fails to fulfil its obligation to provide underground gas storage services in accordance with the agreed schedule under this Contract as well as any other obligations laid down in the Contract, the Beneficiary shall be entitled to claim and receive damages corresponding to the caused and proved damage. For the avoidance of doubt, failure to fulfil the obligation to store natural gas underground as a result of the Beneficiary's failure to comply with the storage schedule will not result in the Provider being liable.

(2) Failure to fulfil the payment obligation of the tariff or of other obligations of the Contract, by the Beneficiary (including, but not limited to, the incorrectness of the data provided to the Provider for the provision of the services by the latter), triggers the following sanctions:

- (a). the levying of a late payment penalty rate, calculated on the outstanding amount, equal to the level of interest due on non-payment of budgetary obligations, for each day of delay, from the 16th calendar day after the issuance of the invoice until its full payment, including the day of payment, in the event of non-fulfillment of the payment obligation within a grace period of 15 (fifteen) calendar days from the due date;
- (b). interruption of the provision of natural gas injection/withdrawal services into/from underground gas storage facilities, with a 3 (three) calendar days' prior notice, commencing on the 31st calendar day following the date of issuance of the invoice;
- (c). enforcement of the guarantee established by the Beneficiary (if it is set up).

(3) Where the use of the above measures above cannot ensure full coverage of the damage incurred by the Provider, the Beneficiary shall also pay damages to the Provider in accordance with the legal provisions in force.

## **XIII. Representations and Warranties**

Art. 24. Each Party represents and warrants that:

- It is a company registered and organized in accordance with the laws of the country in which it is registered and has the full capacity, full authority and the all permits, certificates, authorizations and licenses necessary to conclude and fulfill this **Contract**;
- The person or persons signing this Contract on behalf of each Party have full legal capacity and are duly authorized to negotiate and execute this Contract.

## **XIV. Termination of the Contract**

Art. 25. This Contract shall cease under the following circumstances:

- (a). on expiry of the Duration;
- (b). by agreement of the Parties;



- (c). in the event of the initiation of bankruptcy proceedings, dissolution, liquidation, of one of the Parties;
- (d). in the event of non-performance by one of the Parties of its contractual obligations, the injured Party will send a notification and grant the other party a grace period for remedying the non-execution of at least 30 (thirty) days; if the breach has not been remedied within the previously mentioned grace period, the Contract will be able to be terminated by a unilateral notice of termination with immediate effect, without any other formality being necessary;
- (e). if the Beneficiary does not agree to an amendment to the Tariff based on Article 34 below and within 30 (thirty) calendar days from the date of receipt of the notification regarding the change to the Tariff as a result of a Change of Circumstances, the Parties do not reach an agreement on the amendment and/or completion of the Contract.

Art. 26. Termination of the Contract shall not affect the obligations already due between the Parties, which shall be duly performed by them.

Art. 27. Neither Party shall have the right to terminate this Contract unilaterally before the expiry of its Duration.

#### **XV. Notifications**

Art. 28. (1) Any notification or other communication made pursuant to this Contract shall be made in writing in the Romanian language and shall be transmitted either (i) by fax or (ii) by post or courier, by registered letter with acknowledgement of receipt or (iii) by another means of communication ensuring the full transmission of the text and confirmation of receipt of the document, in accordance with the contact details of the Parties referred to below.

(2) The addresses of the Parties shall be as follows:

##### **For The Provider**

Attention: **Vasile CÂRSTEA – Director General**

Address: **Ploiesti, street Ghe. Gr. Cantacuzino, no. 184, Prahova county, postcode 100492**

E-mail: [serviciul.comercial@depogazploiesti.ro](mailto:serviciul.comercial@depogazploiesti.ro) ; [serviciul.comercial@depogaz.ro](mailto:serviciul.comercial@depogaz.ro)

F: **0244/515160**

T: **0374/403800**

##### **For the Beneficiary**

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

F: \_\_\_\_\_

T: \_\_\_\_\_

(3) Notifications shall be deemed to have been received by the Party to whom they are addressed:  
(i) on the date of transmission of the fax, in so far as the confirmation generated in the facsimile is retained by the sender and sent to the recipient on request - in the case of a fax transmission; (ii) on the date on which the acknowledgement of receipt is signed on behalf of the Party - for transmission by post or courier with acknowledgement of receipt; or (i) on the date of receipt by any other means of communication ensuring receipt of the document.

(4) The time limit for notifying any change in contact details shall be of two calendar days from the date of operation of the change. To the extent that the amendment has not been communicated to the other Party, the latter will be released from the notification obligation if it has transmitted to the original address.

(5) Email communication is permitted for operational aspects.

## **XVI. Force majeure**

Art. 29. If a Party (referred to as the term "**Affected Party**") is prevented, obstructed or faces delays in connection with its fulfilment of any obligations under this Contract due to a Force Majeure Event:

- (a). the obligations of the Affected Party under this Contract shall be suspended for the entire period during which the Force Majeure Event continues and to the extent that such an event prevents, obstructs or causes it delays;
- (b). within 5 (five) days from the start of the Force Majeure Event, the Affected Party shall notify the other Party in writing of the Force Majeure Event, the date on which the Force Majeure Event began and the effects of the Force Majeure Event on its ability to fulfil its obligations under this Contract.

Art. 30. By *Force Majeure Event* means any absolutely unpredictable and out-of-the-reasonable control of the Affected Party, including, but not limited to, natural disasters such as earthquakes, fires, landslides, floods, wars, acts of terrorism, cyber-attacks, epidemics or pandemics, rebellions, extraordinary power outages, strikes and any similar events.

Art. 31. The Affected Party shall do its best to mitigate the effects of the Force Majeure Event on the fulfilment of its obligations under this Contract and within 5 (five) days of the termination of the Force Majeure Event, the Affected Party shall notify the other Party of the termination of the Force Majeure Event and shall resume the fulfilment of its obligations under this Contract.

Art. 32. If the Force Majeure Event continues for more than 30 (thirty) days from the start date of the Force Majeure Event, any Party may terminate this Contract by sending the other Party a notice in advance.

Art. 33. In the event of a Force Majeure Event declared in accordance with the legal provisions, the Provider has the right to extract quantities of natural gas from the inactive stock at the request of the Beneficiary with the prior consent of ANRM, respectively the owner of the inactive stock.

## **XVII. Change of Circumstances**

Art. 34. For the purposes of this Contract, "Change of Circumstances" means the entry into force of laws/regulations, as well as the modification/repeal of existing ones which have the effect of

modifying the elements of the Tariff in the Contract or other provisions of the Contract based on legal provisions other than the Tariff. In this case:

- (a). Contractual provisions, other than the Tariff, based on legal provisions shall be amended by law, on the date of entry into force of the amendment of such legislation; The Provider is required to notify the Beneficiary in writing of the changes made within 30 (thirty) days.
- (b). Any element of the Tariff invoiced to the Beneficiary that undergoes such a change shall be adjusted by the difference between the initial value and the new value of that item; in this case, the notification shall be deemed to have been made by entering these changes on the invoice representing the consideration of the service.
- (c). The contract tariff of the services will also change in situations where, by enactment of new legislative acts, additional expenses are stipulated for the provision of the services covered by this Contract, such as taxes and charges.

Art. 35. If a Party does not agree to the effect of a Change in Circumstances applied in accordance with Article 34 above, it shall notify its disagreement within a maximum of 15 (fifteen) days from the date on which it was informed. The Parties shall make every effort to settle the dispute amicably, otherwise the Contract may be terminated in accordance with the provisions of Article 25(e).

#### **XVIII. Applicable law: dispute resolution**

Art. 36. The provisions of this Contract shall be subject to the Romanian legislation in force.

Art. 37. (1) The Parties shall agree that any disagreements concerning the validity of this Contract or those arising from its interpretation, execution or termination shall be resolved amicably.

(2) If such disagreements have not been resolved amicably within 30 (thirty) calendar days of the date on which the resolution was attempted, the competent courts shall be referred to the competent courts for resolution.

#### **XIX. Assignment**

Art. 38. (1) Neither Party may in any way give in or transfer, in whole or in part, its rights and/or related obligations arising from this Contract to third parties or affiliated entities, except with the written and prior consent of the other Party.

(2) The Parties agree not to refuse in an unjustifiable manner the assignment of the rights and obligations arising out of this Contract.

#### **XX. Environmental protection**

Art. 39. This Contract must comply with the requirements of national and international environmental protection legislation.

##### **General regulations**

1. G.E.O. No. 195/30.12.2005 on environmental protection, as amended and supplemented.
2. Law No. 278/2013 on industrial emissions, with subsequent amendments and additions.
3. Law No. 123/2012, the law on electricity and natural gas, with subsequent amendments and additions.

## **Waste**

1. Emergency Ordinance no. 92/2021 on the waste regime, with subsequent amendments and additions.

## **Atmosphere**

1. Law No. 104/2011 on ambient air quality, with subsequent modifications and additions.

## **Waters**

1. Law 107/1996, water law, with subsequent amendments and additions.
2. Order No. 891/2019 on the approval of the Procedure and powers for the issue, modification, withdrawal and temporary suspension of water management authorizations and the Content Standard of the technical documentation subject to authorization.

## **Soil**

1. Order of the Minister of Waters, Forests and Environmental Protection No. 756/1997 on the approval of the Environmental Pollution Assessment Regulation (reference values for traces of chemical elements in soil), with subsequent amendments and additions.

These regulations are not limitative. If environmental protection problems arise when the Contract is carried out, the Provider and the Beneficiary shall establish measures which comply with the legislation in force and prevent pollution.

## **XXI. Protection of personal data**

Art. 40. (1) When processing personal data in connection with this Contract, each Party undertakes to comply with the applicable legislation on the protection of personal data, including, but not limited to, the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (Regulation), implementing legislation and decisions which the Romanian supervisory authority (ANSPDCP) may issue from time to time in connection with them.

(2) Each Party shall disclose to the other Party personal data relating to its employees or representatives responsible for the performance of this Contract. This data will consist of: identification data, position, telephone number, email address of relevant employees/representatives, activity in the company. Each Party shall be required to fulfil the obligation to provide information under the Regulation as regards its own employees or representatives.

(3) For the avoidance of doubt, the Parties shall be aware and agree that each Party shall independently determine the purpose/purposes and means of processing personal data in connection with this Contract. More specifically, the Parties hereby agree and confirm that they will not act as joint controllers or be in a data controller- data processor relationship, with each Party acting as an independent data controller for its own data processing in connection with this Contract, and neither Party accepts any liability for an infringement by the other Party of applicable law.

(4) Where circumstances arise in which either Party acts as an empowered person of the other Party, or as joint controller with the other Party in connection with this Contract, the Parties undertake to enter into a binding agreement in accordance with articles 28 and 26 of the Regulation, as well as other relevant legal provisions.

## **XXII. Special clauses**

- Art. 41. In the event of a change of control, legal form or judicial reorganization, the Parties undertake to communicate, within a maximum of 30 (thirty) calendar days from that date, the change which has taken place and the manner in which mutual contractual obligations are to be taken over.
- Art. 42. The provisions of this Contract shall be supplemented by the provisions of the Civil Code as well as the other regulations in force.
- Art. 43. No modification, amendment or addition may take place in respect of this Contract unless it takes place by written addendum signed valid by both Parties. Approvals or agreements of any Party to this Contract will also be in writing.
- Art. 44. None of the terms or provisions of this Contract shall be construed to have been waived by either Party, unless such waiver is expressly stated in a written document signed by validly authorized representatives of both Parties. If any Party is unable to enforce any of the provisions of this Contract or waive any of any right thereto, such impossibility or waiver shall not be considered to be a future waiver of any rights or any breach or breach of the obligations of the other Party.
- Art. 45. If any provision of this Contract is deemed invalid, unlawful or impossible to perform for any reason, it shall not affect the legality, validity or applicability of the other provisions of the Contract and the Parties undertake to amend, supplement or substitute all and any such provisions invalid, unlawful or impossible to execute with valid, legal and enforceable provisions that will produce as far as possible the economic result originally envisaged by the Parties, without renegotiating any important provisions of this Contract.
- Art. 46. The Parties agree and confirm that this Contract is lawful and may be executed in accordance with its terms under the legislation in force at the time of its signing date. Where such legislation undergoes changes which could or will affect the validity of all or any part of the Contract, the Parties undertake to inform each other of such changes.
- Art. 47. This Contract represents the entire agreement between the Parties with regard to its subject matter and prevails and cancels any prior contracts or arrangements between the Parties so far in force, whether oral, written or implied, in respect of the same object.
- Art. 48. The Parties agree and confirm that this Contract has been negotiated by all Parties in full knowledge and understanding of its legal and commercial effects and that no provision of this Contract can be considered a standard clause under Article 1202 of the Civil Code. Without prejudice to the foregoing, for the avoidance of doubt, each Party expressly confirms that it has agreed and accepted all the terms of this Contract, including but not limited to, each clause in connection with: (a) limitations of liability, (b) termination of this Contract, (c) consideration and payments, (d) loss of rights or loss of benefit of any term, (e) limitation of the right to invoke any exceptions, (e) limiting the freedom to contract with others, (f) the choice of applicable law, (g) the choice of jurisdiction.

All annexes to this Contract are a full part of this Contract:

- **Annex 1** "Definition of terms",
- **Annex 2** "List of abbreviations",
- **Annex 3** "Reserved underground storage capacity of natural gas",
- **Annex 4** "Underground gas storage schedule",
- **Annex 5** "Schedule on the natural gas injection cycle",
- **Annex 6** "Schedule on the natural gas withdrawal cycle",
- **Annex 7** "Tariff Formula / Adjustment"

This Contract has been concluded in Romanian and English languages, in two original copies, one for each Party, and takes effect from 01.04.2023. In case of discrepancies between the Romanian and the English language version, the Romanian language version shall prevail.

**Provider**

**Beneficiary**

**SNGN ROMGAZ SA**  
**Filiala de Inmagazinare Gaze Naturale**  
**DEPOGAZ Ploiesti SRL**

### DEFINITION OF TERMS

*Beneficiary* – the legal person, Romanian or abroad, licensed/accredited by ANRE, who may have access to underground storage facilities: manufacturer, holder of the oil agreement and of supply/supplier license, holder of the supply/distribution license, holder of the transport/distributor license, holder of the distribution license and supplier/eligible consumer of natural gas/beneficiary party in a transit contract.

*Contracted hourly/daily/monthly quantity* – the quantity of natural gas fixed by contract, expressed in MWh with reference to each hour/day/calendar month covered by the period in the contract.

*Reserved storage capacity* – part of the usable storage capacity which the provider contractually undertakes to keep at the disposal of the Beneficiary at all times; expressed in MWh/full storage cycle.

*Usable storage capacity* – the capacity of the underground storage which the provider may make available to the beneficiaries, determined in accordance with the specific regulations.

*Full storage cycle* – the continuous calendar period, which successively covers the injection cycle and the natural gas withdrawal cycle within an underground storage facility.

*Injection cycle* – the calendar period provided for the injection of natural gas into an underground storage facility.

*Withdrawal cycle* – calendar period for the withdrawal of natural gas from an underground storage facility.

*Underground gas storage* – field/part of the airtight reservoir – depleted, aquifer, saliferous, in which natural gas can be temporarily stored under pressure, at scheduled volumes, in the injection cycle, and from which these quantities of natural gas can be withdrawn, respectively, in the withdrawal cycle.

*Underground storage of natural gas* – the set of activities consisting of the reservation of the underground storage capacity of natural gas, as well as the injection/withdrawal of quantities of natural gas into/from underground storages, using the related surface and underground infrastructure.

*DÎSGN operator* – legal person, holder of the storage license.

*Commercial gas handover/takeover point:*

(a) in the injection cycle – all installations providing the measurement of natural gas from the point at which natural gas passes from the SNT into the provider's facilities for underground storage.

(b) in the withdrawal cycle – all installations providing the measurement of natural gas from the point at which natural gas passes from the provider's facilities to the SNT for transport and delivery to the beneficiary.

*Active stock of natural gas* – the quantity of natural gas existing in an underground storage at any given time, technically and economically recoverable.

**List**  
**including abbreviations**

ANRE – National Energy Regulatory Authority

ANRM – National Agency for Mineral Resources

ANSPDCP – National Supervisory Authority for the Processing of Personal Data

DOPVT – PVT Bucharest Operations Directorate, organized within SNTGN Transgaz SA

DÎSGN – Underground Natural Gas Storage Deposits

SNT – National Natural Gas Transport System

**Provider**

**Beneficiary**

**SNGN ROMGAZ SA**  
**Filiala de Înmagazinare Gaze Naturale**  
**DEPOGAZ Ploiești SRL**



Annex 3  
to contract No.\_\_\_\_/2023

Reserved underground storage capacity of natural gas

Underground Gas Storage	Reserved capacity MWh.
Bălăceanca	
Bilciurești	
Ghercești	
Sărmașel	
Urziceni	
Total	0,000000

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Annex 4  
to contract No. \_\_\_\_/2023

Underground gas storage schedule

Underground Gas Storage	Injection program in the period 01.04.2023 – 31.10.2023							Cumulated
	Luna							
	April	May	June	July	August	September	October	
Bălăceanca	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000
Bilciurești	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000
Ghercești	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000
Sărmașel	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000
Urziceni	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000	0,000000
<b>Total</b>	<b>0,000000</b>	<b>0,000000</b>	<b>0,000000</b>	<b>0,000000</b>	<b>0,000000</b>	<b>0,000000</b>	<b>0,000000</b>	<b>0,000000</b>

Underground Gas Storage	Withdrawal schedule in the period 01.11.2023 – 31.03.2024						Cumulated
	Luna						
		November	December	January	February	March	
Bălăceanca		0,000000	0,000000	0,000000	0,000000	0,000000	0,000000
Bilciurești		0,000000	0,000000	0,000000	0,000000	0,000000	0,000000
Ghercești		0,000000	0,000000	0,000000	0,000000	0,000000	0,000000
Sărmașel		0,000000	0,000000	0,000000	0,000000	0,000000	0,000000
Urziceni		0,000000	0,000000	0,000000	0,000000	0,000000	0,000000
<b>Total</b>		<b>0,000000</b>	<b>0,000000</b>	<b>0,000000</b>	<b>0,000000</b>	<b>0,000000</b>	<b>0,000000</b>

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**Schedule of the natural gas injection cycle**

Underground Gas Storage **Balaceanca**

Commercial handover/takeover point at the SNT interface with DÎSGN: **Balaceanca**

Cumulatively injected into the UGS **0,000000 MWh.**

Flow	Injection schedule in the period 01.04.2023 – 31.10.2023						
	April	May	June	July	August	September	October
MWh/Month	0,000	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/day	0,000	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/hour	0,000	0,000	0,000	0,000	0,000	0,000	0,000

Underground Gas Storage **Bilciuresti**

Commercial handover/takeover point at the SNT interface with DÎSGN: **Butimanu**

Cumulatively injected into the UGS **0,000000 MWh.**

Flow	Injection schedule in the period 01.04.2023 – 31.10.2023						
	April	May	June	July	August	September	October
MWh/Month	0,000	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/day	0,000	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/hour	0,000	0,000	0,000	0,000	0,000	0,000	0,000

Underground Gas Storage **Ghercesti**

Commercial handover/takeover point at the SNT interface with DÎSGN: **Ghercesti**

Cumulatively injected into the UGS **0,000000 MWh.**

Flow	Injection schedule in the period 01.04.2023 – 31.10.2023						
	April	May	June	July	August	September	October
MWh/Month	0,000	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/day	0,000	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/hour	0,000	0,000	0,000	0,000	0,000	0,000	0,000

Underground Gas Storage **Sarmasel**

Commercial handover/takeover point at the SNT interface with DÎSGN: **Sarmasel**

Cumulatively injected into the UGS **0,000000 MWh.**

Flow	Injection schedule in the period 01.04.2023 – 31.10.2023						
	April	May	June	July	August	September	October
MWh/luna	0,000	0,000	0,000	0,000	0,000	0,000	0,000
mediu MWh/zi	0,000	0,000	0,000	0,000	0,000	0,000	0,000
mediu MWh/h	0,000	0,000	0,000	0,000	0,000	0,000	0,000

Underground Gas Storage **Urziceni**

Commercial handover/takeover point at the SNT interface with DÎSGN: **Urziceni**

Cumulatively injected into the UGS **0,000000 MWh.**

Flow	Injection schedule in the period 01.04.2023 – 31.10.2023						
	April	May	June	July	August	September	October
MWh/luna	0,000	0,000	0,000	0,000	0,000	0,000	0,000
mediu MWh/zi	0,000	0,000	0,000	0,000	0,000	0,000	0,000
mediu MWh/h	0,000	0,000	0,000	0,000	0,000	0,000	0,000

**PROVIDER**

**SNGN ROMGAZ SA**

**Filiala de Inmagazinare Gaze Naturale**

**DEPOGAZ Ploiesti SRL**

**BENEFICIARY**

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**Schedule of the natural gas withdrawal cycle**

Underground Gas Storage **Balaceanca**

Commercial handover/takeover point at the SNT interface with DÎSGN: **Balaceanca**

Cumulatively withdrawn into the UGS **0,000000 MWh.**

Flow	Withdrawal schedule in the period 01.11.2023– 31.03.2024					
	November	December	January	February	March	
MWh/Month	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/day	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/hour	0,000	0,000	0,000	0,000	0,000	0,000

Underground Gas Storage **Bilciuresti**

Commercial handover/takeover point at the SNT interface with DÎSGN: **Butimanu**

Cumulatively withdrawn into the UGS **0,000000 MWh.**

Flow	Withdrawal schedule in the period 01.11.2023– 31.03.2024					
	November	December	January	February	March	
MWh/Month	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/day	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/hour	0,000	0,000	0,000	0,000	0,000	0,000

Underground Gas Storage **Ghercesti**

Commercial handover/takeover point at the SNT interface with DÎSGN: **Ghercesti**

Cumulatively withdrawn into the UGS **0,000000 MWh.**

Flow	Withdrawal schedule in the period 01.11.2023– 31.03.2024					
	November	December	January	February	March	
MWh/Month	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/day	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/hour	0,000	0,000	0,000	0,000	0,000	0,000

Underground Gas Storage **Sarmasel**

Commercial handover/takeover point at the SNT interface with DÎSGN: **Sarmasel**

Cumulatively withdrawn into the UGS **0,000000 MWh.**

Flow	Withdrawal schedule in the period 01.11.2023– 31.03.2024					
	November	December	January	February	March	
MWh/Month	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/day	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/hour	0,000	0,000	0,000	0,000	0,000	0,000

Underground Gas Storage **Urziceni**

Commercial handover/takeover point at the SNT interface with DÎSGN: **Urziceni**

Cumulatively withdrawn into the UGS **0,000000 MWh.**

Flow	Withdrawal schedule in the period 01.11.2023– 31.03.2024					
	November	December	January	February	March	
MWh/Month	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/day	0,000	0,000	0,000	0,000	0,000	0,000
average MWh/hour	0,000	0,000	0,000	0,000	0,000	0,000

\* Note: The extraction program will be established by an additional act before the start of the extraction cycle

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**DEPOGAZ Ploiesti SRL**

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### Tariff formula

Invoicing of storage services will be performed monthly, according to the formula:

$$Tf = ((Trez * Crez) / Nc) * Nf + Tinj * Qinj + Textr * Qextr$$

Where:

**Tf** = final tariff invoiced for the previous month storage services, to which the additional legal elements will be added, if applicable, e.g. VAT;

**Trez** = the fixed tariff for the reservation of natural gas capacity in the underground gas storage of the Provider in the amount of \_\_\_\_ Lei/MWh for the entire Duration of the Contract;

**Crez** = the total capacity reserved in underground gas storages by the Provider for the Beneficiary;

**Nc** = the number of calendar days of (part of) the duration of the relevant storage cycle, part of the object of the Contract;

**Nf** = the number of calendar days of (part of) the month for which the invoice is made;

**Tinj** = the tariff of the natural gas injection service in the underground storages of the Provider in the amount of \_\_\_\_ Lei/MWh;

**Qinj** = the quantity (MWh) of natural gas injected into the Provider's underground storages in the month for which the invoice is performed;

**Textr** = the tariff of the natural gas withdrawal service from the Provider's underground storages in the amount of \_\_\_\_ Lei/MWh;

**Qextr** = the quantity (MWh) of natural gas withdrawn from the Provider's underground gas storages in the month for which the invoice is performed.

Where the Beneficiary requests iteratively underground injection and withdrawal of quantities of natural gas within the reserved capacity margin of underground storage and within the time frame of the period of the annual cycle for which the reserved capacity has been contracted, the reservation tariff (**Trez**) shall be charged only once for the contracted capacity. Injection and withdrawal tariffs shall be invoiced whenever / each time natural gas injection/withdrawal services are carried out in/from the underground gas storages during the period of time for which the capacity reservation service has been contracted.

### Adjustment at the end of the Duration

The Parties agree that on expiry of the Duration, payment obligations shall be adjusted as follows:

- The Provider shall verify and compare (i) the total amount actually received from the Beneficiary for the capacity reservation service for the Duration of the Contract with (ii) the total amount

resulting from multiplying Trez (fixed tariff for the reservation of natural gas capacity in the Provider's underground storages in the amount of \_\_\_\_\_ **Lei/MWh** for the entire Duration of the Contract) with the reserved capacity, and to the extent that a difference (plus/minus) results, Provider will issue an adjustment invoice and the invoiced amount will be paid by the Party to whom it is incurred within 5 (five) business days from the date of issuance of the adjustment invoice.

**Provider**

**Beneficiary**

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