AGREEMENT FOR THE REGISTRATION OF OTC TRANSACTIONS

NOMINATION AND REMIT REPORTING

Between:

(1) Bulgarian Energy Trading Platform AD, UIC 205730852, with registered office and address of management and address for correspondence: Sofia 1000, 5 Budapesta Str., e-mail address: office@betp.bg, holding a License for the activity "Organization of Natural Gas Market Place" № Л-533-11/25.03.2021, represented by power of attorney by Chavdar Chobanov, hereinafter referred to as BETP AD, hereinafter referred to as "BETP",

(2) Participant entity name ……., UIC: ……., registered office and address of management (country/ area/ municipality/ ZIP code/ City): ……., addres of correspondence (country/ area/ municipality/ ZIP code/ City): ……., E-mail address: ……., Bank: ……., IBAN: ……., BIC / SWIFT: ……., represented by: ……., in the capacity of: ……., VAT code: ……., Unique energy EIC code: ……., ACER code: ……..

(3) BETP and the Participant are each a "Party" and together the "Parties".

Article 1 – Subject of the Agreement (Scope of Services)

Under this Agreement, BETP shall provide, and the Participant may utilize, one or both of the services below (to be selected by the Participant):

☐ (a) Nomination of OTC transactions in CDP (Commercial Dispatching Platform), excluding the amendment of initial nomination.

☐ (b) REMIT reporting of OTC transactions (EU Regulation No. 1227/2011).

The Participant shall indicate the requested service(s) by ticking the corresponding box(es).

Article 2 – Duration

(1) This Agreement is concluded for an indefinite duration.

(2) It enters into force on the date of signature by both Parties and remains in effect until terminated by either Party with 30 (thirty) calendar days prior written notice.

(3) Termination shall not affect accrued rights and obligations.

Article 3 – Fees, Invoicing and Payment

(1) Fees and commissions apply according to BETP's Schedule of Fees as published on BETP's website.

(2) BETP issues monthly invoices within the first 5 (five) business days of the current month for services delivered in the previous calendar month.

(3) Each invoice is due within 10 (ten) calendar days from receipt.

Article 4 – Participant's Rights

(1) Access to the selected services under Article 1.

(2) Receipt of confirmation for each transaction successfully registered (nominated) and/or reported.

(3) Reasonable technical support concerning the use of the services.

Article 5 – Participant's Obligations

(1) Provide complete and accurate information for OTC nomination/reporting and assume responsibility for the data provided. The Participant is solely responsible for the accuracy of the information provided, as well as for the performance of the OTC trade and any liability towards the TSO and/or any other third party.

(2) Promptly notify BETP of any inaccuracies and cooperate in corrections or updates.

(3) Maintain active access to required platforms/systems (e.g. VTP) during the delivery period and nominate to TSO directly any amendment of the initial nomination; monitor BETP communications.

(4) Pay all invoices in full within the term specified in Article 3.

(5) Follow BETP procedures, market rules and legal requirements applicable to nomination and REMIT reporting.

(6) Use systems responsibly (no spam/abuse; no unauthorized access attempts; respect security and rate limits).

Article 6 – BETP's Rights

(1) To collect all applicable fees and charges under Article 3.

(2) To suspend or limit services (after notice) in case of material breach by the Participant, including non-payment or misuse of systems.

(3) To implement measures protecting platform integrity and security.

Article 7 – BETP's Obligations

(1) To accurately register and nominate OTC transactions in CDP and/or report them under REMIT as requested, timely and correctly. Notwithstanding the above, BEPT shall not be liable to the Participant for losses or damages arising in connection with this agreement unless BETP has caused such loss willfully or grossly negligently and BETP shall not be liable to the Participant for any indirect, incidental, punitive, special or consequential cost, damage or loss arising out of or in connection with this agreement.

(2) To comply with applicable laws/regulations and procedures; to communicate confirmations or issues promptly.

(3) To use reasonable efforts to maintain system availability and provide alternative instructions in case of downtime.

Article 8 – Procedure for OTC Transaction Registration

(1) The Participant sends an email request to BETP's designated address with the other Party in CC (subject: OTC Transaction Registration).

(2) Deadline: requests must be submitted before the start of delivery; on working days no later than 16:00 EET.

(3) Mandatory information

a) Seller;

b) Buyer;

c) Contract No. & Date;

d) Price (EUR/MWh);

e) Delivery Period (gas days);

f) Daily Quantity (MWh/day) and Total Quantity (MWh).

g) It is specified whether only nomination is required or also REMIT reporting.

(4) The other party to the OTC transaction concluded with the Participant replies (Reply-All) confirming all details and consenting to nomination/reporting.

(5) BETP acknowledges receipt by email and reviews completeness. BETP shall report the transaction to the TSO with a timestamp of the OTC contract up to maximum 6 hours from the moment of reporting to the TSO.

(6) BETP registers the OTC in its systems (CDP nomination and/or REMIT reporting) and sends confirmation including a unique reference/ID.

Article 9 – Authorized Representatives for the Participant (the Participant must nominate at least one person)

Name: _____;

Email: _____;

Phone: _____.

Article 10 – Final Provisions

(1) Governing Law & Jurisdiction: Bulgarian law; competent courts of Sofia, unless mandatory rules provide otherwise.

(2) Notices: in writing via email; email deemed received on the day sent during business hours (or next working day otherwise).

(3) Amendments: valid only if made in writing and accepted by both Parties.

(4) Entire Agreement & Severability: this Agreement supersedes prior understandings; invalid clauses shall be replaced by valid terms closest in intent;

(5) Language: English is the controlling language; translations are for convenience only;

(6) Counterparts & Signatures: may be executed in counterparts, including electronic signatures (PDF/e-signature).

Signed for and on behalf of the Parties

BETP	**Participant**
Name	**Name**
Title	**Title**
Signature	**Signature**