

NATIONAL
GAS SYSTEM
ADMINISTRATION CODE

3RD REVISION

(ENCODED TEXT)

NON OFFICIAL TRANSLATION

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CHAPTER 1

GENERAL PROVISIONS

Article 1

Definitions

The terms used in the National Gas System Administration Code, (hereinafter the Network Code), have the meaning attributed to them by Article 2 of Law 4001/2011 (Government Gazette Series I, No 179) (hereinafter the Law) or by the various provisions of the Network Code, and the following terms have the following meanings:

1. Off-Specification Gas: Natural Gas that is not compatible with the Natural Gas Quality Specifications.
2. LNG Vessel Disengagement: The disconnection of the earthing system, telecommunications, unloading arms, and emergency signals of an LNG vessel from the LNG Facility.
3. Booked Transmission Capacity for Delivery: The maximum quantity of natural gas per Entry Point or per Reverse Flow Entry Point that the Operator undertakes to receive from the Transmission User per Day at that specific Point, in accordance with each Approved Application of the latter, under the Transmission Agreement that the Operator has entered into with that Transmission User (kWh/Day).
4. Booked Transmission Capacity for Reception: The maximum quantity of natural gas per Exit Point or Reverse Flow Exit Point that the Operator undertakes to deliver to a Transmission User per Day at that specific Point, in accordance with each Approved Application of the latter, under the Transmission Agreement that the Operator has entered into with that Transmission User (kWh/Day).
5. Booked Interruptible Transmission Capacity for Delivery: The maximum quantity of natural gas per Entry Point or per Reverse Flow Entry Point that the Operator undertakes to receive from the Transmission User per Day at that specific Point and which may be interrupted by the Operator, in accordance with each Approved Application of the latter, under the Transmission Agreement that the Operator has entered into with that Transmission User (kWh/Day).
6. Booked Interruptible Transmission Capacity for Reception: The maximum quantity of natural gas per Exit Point or per Reverse Flow Exit Point that the Operator undertakes to deliver to a Transmission User per Day at that specific Point and which may be interrupted by the Operator, in accordance with each Approved Application of the latter, under the Transmission Agreement that the Operator has entered into with that Transmission User (kWh/Day).
7. Bundled Transmission Capacity for Delivery/Reception: Standard Transmission Capacity for Delivery/Reception Product which is offered on a Firm Supply Basis on both sides of a Transmission Capacity Auction Point (kWh/Day).

8. Interruptible Transmission Capacity for Reception: The maximum Quantity of Natural Gas per Entry Point or per Reverse Flow Entry Point which may be delivered per Day at the specific Point on an Interruptible Basis (kWh/Day).
9. Interruptible Transmission Capacity for Delivery: The maximum Quantity of Natural Gas per Exit Point or per Reverse Flow Exit Point which may be received per Day at the specific Point on an Interruptible Basis (kWh/Day).
10. Operator: National Natural Gas System Operator S.A. (DESFA SA)
11. Gasification Capacity of the LNG Facility (Gasification Capacity): The maximum LNG Quantity that can be gasified per Day at an LNG Facility (kWh/Day).
12. Booked Gasification Capacity: The maximum LNG Quantity which may be gasified per Day at an LNG Facility on account of an LNG User, according to each LNG User's Approved LNG Application, within the framework of the LNG Agreement that the User has entered into with the Operator (kWh/Day).
13. LNG User's Nominated LNG Quantity: the sum of the LNG Quantities of the LNG User that are transported on the same LNG Vessel, the uploading of which is scheduled to be carried out on the same Uploading Day, according to the most recent Final Monthly LNG Plan before LNG Injection.
14. Nominated LNG Quantity: the sum of all of the LNG Quantities of the LNG User transported on the same LNG Vessel, the uploading of which is scheduled to be carried out on the same Uploading Day, according to the most recent Final Monthly LNG Plan before LNG Injection.
15. Nominated Quantity of Balancing Gas: The LNG Balancing Gas Quantity determined in the most recent Final Monthly LNG Plan before the LNG Injection.
16. Natural Gas Reception Facility: Any facility of the User or Customer that is connected to the Transmission System, into which natural gas received at an Exit Point is injected.
17. Injected Quantity of LNG: The LNG Quantity as measured after the completed Injection of the LNG Quantity into the LNG Facility, without prejudice to the provisions of Article 68.
18. Injected Quantity of Balancing Gas: The LNG Quantity calculated according to the provisions of Article 68(4), after the completed Injection of the LNG Balancing Gas Quantity into the LNG Facility.
19. LNG Injection: The delivery of LNG to the Operator at the LNG Delivery Point.
20. Virtual Nomination Point (VNP): As set out in article [4] paragraph (5) hereof.
21. Involved Parties: As defined under the terms of the Emergency Plan.
22. Project Start Date: The date of inclusion of a unplanned project in the Draft Development Plan or in the List of Small Projects, as posted on its website. The start of a project may be accompanied by conditions for its implementation.
23. Year: A time period of twelve (12) consecutive months, commencing at 7.00 am on January 1st of a year and ending at 7.00 am on January 1st of the subsequent year.

24. Electronic Natural Gas Transactions System (Electronic Transaction System): The electronic system installed and managed by the Operator, as per the provisions of Article 68(2)(xv) of the Law.
25. Capacity Booking Platform: As set out in Article 27 of Commission Regulation (EU) No 984/2013.
26. Day: Time period commencing at 7.00 am on a calendar day and ending at 7.00 am on the next calendar day.
27. Commissioning Date of Project: The date on which construction, inspection and testing of the entire project is complete, when all individual works of which it is comprised will be ready for *basic* operation. This date is determined for each individual project by its supervisor, with the issue of the relevant engineering completion certificate or, in the case of in-house projects, certified by the Operator. Minor works which do not affect the *basic operation of each individual subproject and the overall* functioning of the project may be completed after the Project Completion Date.
28. Regulation (EC) No 715/2009: Regulation (EC) No 715/2009 (OJ L 211/36) of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005.
29. Regulation (EU) No 994/2010: Regulation (EU) No 994/2010 (OJ L 295) of the European Parliament and of the Council of 20 October 2010 concerning measures to safeguard security of gas supply and repealing Council Directive 2004/67/EC.
30. Regulation (EU) No 984/2013: European Commission Regulation (EU) No 984/2013 (OJ L 273) of 14 October 2013 establishing a Network Code on Capacity Allocation Mechanisms in Gas Transmission Systems.
31. Regulation (EU) 2015/703: European Commission Regulation (EU) 2015/703 (OJ L 113/13) of 30 April 2015 establishing a network code on interoperability and data exchange rules.
32. NNGS Metering Regulation: The Regulation which is provided for in the first sentence of paragraph 3 of Article 69 of the Law.
33. Tariff Regulation: The Tariff Regulation for the Core Activities of the National Natural Gas System, in accordance with the process which has been approved in accordance with the procedure provided for in paragraph 1 of Article 88 of the Law.
34. EIC Code: Unique identification code of a participant in the European Internal Energy Market (IEM), which is granted by Local Issuing Offices, in accordance with the directory of the Network of Transmission System Operators (ENTSO-E).
35. Big Project: A NNGS development, reinforcement or interconnection project, the implementation budget of which exceeds five million Euros [EUR 5 000 000.00].
36. Maximum Daily Quantity of Natural Gas (ΜΗΠΦΑ, kWh/day): This is determined for each Transmission User and for each Day, as the highest value between its Daily Delivery or Daily Reception Values.
37. Average NNGS Usage Charge: As calculated in the Tariff Regulation.

38. Transmission Capacity: The maximum natural gas Quantity that can flow through an NNGTS Point per Day, without jeopardising the regular and safe operation of the system (kWh/Day).
39. Transmission Capacity for Delivery: The maximum natural gas Quantity that can be delivered to an Entry Point or to a Reverse Flow Entry Point per Day (kWh/Day).
40. Transmission Capacity for Reception: The maximum natural gas Quantity that can be received at an Entry Point or at a Reverse Flow Exit Point per Day (kWh/Day).
41. Month: A time period commencing at 7.00 am on the first day of a calendar month and ending at 7.00 am of the first day of the subsequent calendar month.
42. Small Project: A NNGS development, reinforcement or interconnection project, the implementation budget of which does not exceed five million Euros (EUR 5 000 000.00).
43. Flow Rate: The quantity of natural gas flowing through an NNGTS point per hour (kWh/hour).
44. Customer: The Transmission or LNG User, where they are natural gas consumers, or the person with whom the User has entered into an agreement and to whom the User provides services at Exit Points.
45. Tariff Period: The time period starting on the date that the project becomes operational, by which the User has fully compensated the Operator, via charges paid as per the NNGS Usage Tariff, for a budgeted proportion of Connection Project costs that is greater than the Budgeted Connection Fee plus any Additional Budgeted Connection Fee, according to the terms of the Tariff Regulation, as applicable. The above budgeted Connection Project cost of the does not include any budgeted subsidy received by the Operator for its implementation.
46. Tariff Calculation Period: As defined in the Tariff Regulation.
47. Development Plan: The Development Plan for the National Natural Gas System approved in accordance with the procedure outlined by Article 69(2)(g) of the Law.
48. Planned Project: A NNGS development, reinforcement or interconnection project included in the Development Plan or in the List of Small Projects, or which has been incorporated within the NNGS according to the provisions of Article 67(1) of the Law and Decision Δ1/Γ/1588/2007 (Government Gazette, Series II, No 60) of the Minister for Development, the implementation of which has not been completed.
49. Natural Gas Quality Specifications: The quality specifications for natural gas transported through the NNGS, as defined in Annex I to the Network Code.
50. Additional Connection Fee: As defined in the Tariff Regulation for NNGS Basic Activities.
51. Transmission Capacity Auction Point: NNGS Entry Point, other than an LNG Entry Point, at which Natural Gas is injected to and from the Connected System, and at which allocation of booked Transmission Capacity for Delivery or

Reception is made exclusively through an auction procedure, according to the provisions of Regulation (EU) No 984/2013.

52. Interconnection Point: The connection point of the National Natural Gas Transmission System with another Transmission System, excluding gas supply pipelines from LNG Facilities, Storage Facilities or Natural Gas Production Facilities.
53. LNG Delivery Point: The arms connecting the LNG Facility to the LNG vessel.
54. Connected System: Any Natural Gas System or Natural Gas Distribution System connected to the NNGTS.
55. LNG Vessel Connection: Earthing and connection of telecommunications, uploading arms and emergency signalling between an LNG vessel and the LNG Facility.
56. Beta Coefficient: Charging rate for short-term use of the NNGS in accordance with the provisions of the Tariff Regulation.
57. Transmission System or NNGTS: The National Natural Gas Transmission System, as per the provisions of Article 67 of the Law.
58. Emergency plan: The Plan approved by RAE on the recommendation of the Operator, as applicable, according to the provisions of Article 73 of the Law and Article 10 of Regulation (EU) No 994/2010.
59. Final Investment Decision (or Execution Decision): The decision approving the implementation of the project by the Operator without technical, commercial or financial conditions. The Final Investment Decision for the project follows a) approval of the Development Plan or publication of the List of Small Projects in which it is included, b) the signing of the Connection Agreement for the Connection Projects, c) the financing decisions for the project at least with regard to own funds and any subsidies and d) the Approval of the Environmental Terms thereof. Materials procurement and construction contracts are signed by the Operator after the Final Investment Decision is taken.
60. Connection Fee: As defined in the Tariff Regulation for the NNGS Basic Activities.
61. NNGS Usage Tariff: The NNGS Usage Tariff approved in accordance with the procedure of paragraph 5 of Article 88 of the Law and based on the Tariff Regulation, NNGS Usage Tariff.
62. Standard Transmission Capacity for Delivery/Reception Product: Quantity of Transmission Capacity for Delivery/Reception on a Firm Basis for a specific time period and at a specific Transmission Capacity Auction Point.
63. Standard Interruptible Transmission Capacity for Delivery/Reception Product: Quantity of Transmission Capacity for Delivery/Reception on an Interruptible Basis for a specific time period and at a specific Transmission Capacity Auction Point.
64. LNG Quantity: The LNG Quantity to be injected into the LNG Facility by an LNG vessel, not including any LNG Balancing Gas Quantity and Operational Gas, unless the provisions of the Network Code at any given time specify otherwise.

65. LNG Balancing Gas Quantity and Operational Gas Offsetting (LNG Balancing Gas Quantity): The LNG Quantity for injection into the LNG Facility with the intention of it being used by the Operator for Gas Balancing and balancing the Operational Gas of the Transmission System in accordance with Chapter [8], as long as it is transported with the LNG Quantity on the same LNG vessel and is delivered to the Operator at the point where the uploading arms connect to the LNG Facility.
66. Distribution Network User Users that have entered into a Distribution Network Usage Agreement with a Distribution Network Operator.
67. Transmission User: Users that have entered into a Framework Agreement for Natural Gas Transmission (Transmission Agreement) with the Operator, pursuant to the provisions of article [6A].
68. LNG User: User that has entered into an LNG Facility Usage Framework Agreement (LNG Agreement) with the Operator, pursuant to the provisions of article [70^A].

Article 2

Natural Gas Entry and Exit Points

1. The Natural Gas Entry Point (Entry Point) is defined as being the point through which Natural Gas enters the NNGS from the Natural Gas System of another country at the borders of Greek territory or from an INGS (Independent Natural Gas System). In the case of an LNG Facility within the NNGS, the Entry Point is understood to be the Facility's LNG Delivery Point.
2. The Natural Gas Exit Point (Exit Point) is defined as being the point through which Natural Gas exits the NNGS towards the Natural Gas System of another country, at the borders of Greek territory or an INGS or Distribution Network, or Natural Gas Reception Facility.

Article 3

Natural Gas Ownership

1. The Operator, in performance of its obligations, exclusively acquires ownership rights to natural gas when it is delivered at an Entry Point by Users and it in no case acquires any ownership rights over the natural gas transmitted through the NNGS. Ownership of natural gas transfers to other Users at the Exit Points.
2. Users are responsible for delivering natural gas or LNG to the Operator and the Operator is responsible for keeping it free from any material lien, as well as any taxes, duties, stamp duties or other rights for the benefit of the State or third parties, as well as any other expense related to the production, collection, processing and supply thereof, arising in the course of or prior to its delivery or transportation through the NNGS.

Article 4

Transmission System Entry and Exit Points

1. The NNGTS Entry Point (Entry Point) is defined as being the entrance to any metering arrangement through which natural gas is injected into the Transmission System.
2. The NNGTS Exit Point (Exit Point) is defined as the outlet of any metering arrangement through which natural gas is injected from the Transmission System into a Connected System or Natural Gas Reception Facility.
3. The LNG Entry Point is defined as being the Entry Point through which the gasified LNG is delivered to the NNGTS by an LNG Facility.
4. With the exception of the LNG Entry Points, each Entry or Exit Point may, in accordance with the provisions of the Network Code, be considered as a Reverse Flow Exit Point or a Reverse Flow Entry Point, respectively.
5. The Virtual Nomination Point (VNP) is defined as being the NNGTS point, other than the Entry and Exit Points, where virtual delivery and virtual reception of quantities of natural gas between Transmission Users and the Operator take place and where transactions pertaining to quantities of natural gas may be carried out between Transmission Users, as well as between Transmission Users and the Operator.

Article 5

Exit Point to Distribution Network

1. The Exit Point to Distribution Network (DNEP) is considered to be all Exit Points through which there is reception of natural gas for the purposes of supplying a Distribution Network.
2. The Transmission Capacity for Reception at each Exit Point to Distribution Network is calculated as the sum of the Transmission Capacity for Reception at each Exit Point that belongs to the said DNEP.
3. The Operator has the right to deliver natural gas for reception by a Transmission User at any Exit Point belonging to a specific DNEP, in order to ensure the secure and effective operation of the Transmission System.
4. If the Transmission User also serves, among others, Natural Gas Distribution Networks, the following will apply for each Distribution Network:
 - A) The Transmission User books Transmission Capacity for Reception on the respective DNEP and not at the individual Exit Points that comprise it.
 - B) The Transmission User submits Daily Nominations and Renominations, as per Chapter 4, with regard to the respective DNEP and not the individual Exit Points of which it is comprised.
 - C) Each reference in the Network Code to an Exit Point is also considered to be a reference to a DNEP, unless expressly defined otherwise.
 - D) Volumes or charges that are calculated on the basis of quantities of natural gas nominated for delivery or actually delivered at an Exit Point of the

Transmission System as per the Network Code, are actually calculated on the basis of the total quantity of natural gas nominated for delivery or actually delivered, as appropriate, to the DNEC, unless expressly specified otherwise.

Article 6

Natural Gas and LNG Quality

The natural gas delivered at an Entry Point, transmitted through the Transmission System and received at an Exit Point, as well as the LNG delivered to the LNG Facility, must meet the Natural Gas Quality Specifications.

NON OFFICIAL TRANSLATION

CHAPTER 2

PROVISION OF NATURAL GAS TRANSMISSION SERVICES ON A FIRM BASIS

Article 6^A

Framework Agreement on Natural Gas Transmission

1. For the supply by the Operator of:
 - A) Natural Gas Transmission Services on a Firm Basis and/or Reverse Flow Transmission Services, in accordance with the provisions of Chapter [2] of the Network Code and/or
 - B) Natural Gas Transmission Services on an Interruptible Basis, in accordance with Chapter [2^A] of the Network Code,
a Framework Agreement is concluded for the Transmission of Natural Gas (Transmission Agreement), as specified in Chapter [2] and [2^A] of the Network Code.
2. Transmission Agreements are entered into between:
 - A) The Operator.
 - B) Persons registered with the NNGS Users' Registry under Article 72 of the Law.
Only one Transmission Agreement may be in force between the same counterparties.
3. The Transmission Agreement is established in writing, according to the standard agreement issued under the provisions of Article 68(2)(a) of the Law (Standard Transmission Agreement).
4. The Operator will publish the text of the Standard Transmission Agreement, including the Annexes thereto, in a editable format on its website.
5. The Transmission Agreement provides the contracting User with the right to proceed with any relevant legal action, in compliance with the provisions of the Network Code, and enforces its obligation to settle the charges that correspond to it, as per the NNGS Usage Tariff and the provisions of the Network Code.
6. Each interested User will send to the Operator a written application for the conclusion of a Transmission Agreement, as per the standard application form included as Annex 1 to the Standard Transmission Agreement (Application for Conclusion of a Transmission Agreement). Along with its application, the User will submit all documents listed in Annex 1 of the Standard Transmission Agreement.
7. The Operator will examine the completeness of the submitted documents and decide on the acceptance of the application no later than five (5) working days from the date of its receipt. If the application is accepted, the Operator will invite the User to sign the Transmission Agreement within ten (10) working days from the date of its receipt.

8. If the application is not accepted, the Operator will notify the User accordingly in writing, requesting from it to complete and/or modify its application in accordance with the Operator's recommendations within ten (10) working days from the date of its receipt. If the applicant fails to submit the requested information to the Operator or if the re-submitted data is not accepted by the Operator, the Operator will reject the application. If the re-submitted information is accepted, the Operator will invite the User to sign the Transmission Agreement within five (5) working days from the date of receipt of the new data.
9. The rejection of an application by the Operator will be notified in writing to the User, together with the relevant documentation, and will be communicated to the RAE.
10. The accompanying documents submitted by the User form an integral part of the Transmission Agreement. The documents will be updated at the responsibility of the User.
11. The Transmission Agreement defines at least the following:
 - A) The Services provided by the Operator to the User.
 - B) The terms of provision of the Services offered by the Operator in accordance with the User's individual Approved Applications, as well as its obligations and rights under the Code.
 - C) The contractual liability limits of the contracting parties and the required guarantees deposited by the Transmission User for the execution of the Agreement, as well as the invoicing procedure of the Operator and the settlement by the Transmission User of the price for the relevant services
 - D) Cases of force majeure, dissolution or termination of the Transmission Agreement, as well as the process for the settlement of disputes that may arise in the course of application of the terms of the Agreement.
 - E) The process for amendment to the Transmission Agreement and for re-determination of its terms in case of a change of the regulatory organisational framework of the natural gas market.
12. The individual applications submitted by the Transmission User and approved by the Operator (Approved Applications) in accordance with the relevant provisions of Chapters 2, 2^A and 2^B of the Code form integral and indivisible parts of the Transmission Agreement.

Article 7

Transmission Services on a Firm Basis

1. The Operator is responsible for providing Transmission Users, as per the specific terms and conditions of the Network Code, with the following Transmission Services on a Firm Basis (Transmission Services), in the most cost-effective, transparent and direct way, without discrimination between the Users:
 - A) Reception of a quantity of natural gas by the Operator at one or more Entry Points, execution of the necessary measurements through the measuring

devices at the Entry Points, transmission through the NNGTS and delivery to the VNP.

or

- B) Reception of a quantity of natural gas by the Operator at the VNP, transmission through the NNGTS, delivery at one or more Exit Points, and execution of the necessary measurements via measuring devices at the Exit Points.
2. The Operator must notify the Electronic Information System regarding Transmission Capacity for Delivery at Entry Points and Transmission Capacity for Reception at Exit Points, for the purpose of providing Transmission Services on a Firm Basis. At Transmission Capacity Auction Points, notification is made in accordance with the provisions of Chapter 2^B.
3. For the provision of Transmission Services on firm basis, Users must submit an Application for the Provision of Transmission Services on a Firm Basis (Application for Firm Services) in order to book Transmission Capacity, which must be approved by the Operator – (Approved Firm Services Application), according to stipulations of the Transmission Agreement and the relevant provisions of the Code. An Approved Firm Service Application is withdrawn only on serious grounds and only with the agreement of the Operator.

Article 8

Application for Provision of Transmission Services on a Firm Basis

1. Transmission Users have the right to submit an Application for Firm Services.
2. The booking of Transmission Capacity for Delivery/Reception on a Firm Basis at a Transmission Capacity Auction Point is done exclusively through Standard Product auctions as specified in Regulation (EU) No 984/2013 and in Chapter [2^B] of the Network Code. For the booking of Transmission Capacity at an Auction Point, which relates exclusively to the Quantity of Transmission Capacity for Delivery/Reception that the User requests through the auction, and throughout its duration, the procedure for submission of Applications for the Provision of Transmission Services, which is laid down in this Article, does not apply.
3. For Users entitled to participate in Standard Transmission Capacity Product auctions in accordance with Chapter [2^B], the result of the auction for each Standard Transmission Capacity Product will be considered as an Approved Firm Service Application and have all legal effects thereof under the Network Code.
4. The Application for Firm Services concerns services with duration of at least one (1) Day or integral multiples thereof.
5. The Application for Firm Services specifies at least the following:
 - A) The Entry Points or Reverse Flow Entry Points at which the Transmission User is entitled, if its Application is approved, to deliver natural gas to the Operator for injection into the Transmission System and, for each of the above Points to which Application relates, the Transmission Capacity for Delivery which it requests to book.

or

- B) The Entry Points or Reverse Flow Exit Points at which the Transmission User is entitled, if its Application is approved, to receive Natural Gas from the Transmission System and, for each of the above Points to which Application relates, the Transmission Capacity for Reception which it requests to book.
 - C) The date of start and termination of the requested Transmission Services.
6. Subject to the provisions of article [109], duly signed Applications for Firm Services will be submitted to the Operator via the Electronic Information System by Transmission Users, pursuant to the terms of the Transmission Agreement. Signature, in the above sense, means digital signature. The date on which the Application for Firm Services is submitted (Date of Submission of Transmission Application) may precede by, at the most, one (1) year the requested date of commencement of supply of Transmission Services. Without prejudice to paragraph [9], the Firm Services Application must be submitted no later than 10:00 am on the day before commencement of supply of the Transmission Services.
 7. When evaluating Applications for Firm Services, the Operator will use the submission date to determine priority.
 8. Subject to the provisions of paragraph [9], the Operator will arrive at a decision on the Application for Firm Services within five (5) working days of the Transmission Application Date. If the Operator considers that the Application for Firm Services is complete and that there are no grounds for rejecting it under the provisions of paragraph [12], then the signed Firm Services Application (Approved Firm Services Application) will be sent to the applicant through the Electronic Information System, in the standard form attached to the Standard Transmission Agreement, no later than 13.00 on the day before provision of requested Services commences. Signature, in the above sense, means digital signature.
 9. In the event that the Application for Firm Services relates to the provision of Transmission Services for a period of one (1) Day, the applicant may submit the Application, duly signed, via the Electronic Information System, to the Operator by 16:45 on the Day before provision of Transmission Services commences. Signature, in the above sense, means digital signature.

The Operator will decide on the Application for Firm Services by 17:00 on the same Day. If the Operator considers that the Application is complete and there are no grounds for rejecting it according to the provisions of paragraph [12], it will send the signed Application for Firm Services to the applicant, via the Electronic Information System.
 10. Each Approved Firm Service Application receives a unique code number from the Operator, which is allocated to the Transmission Agreement entered into between the Transmission User and the Operator.
 11. The rejection of an application will be fully substantiated by the Operator, and the applicant notified accordingly accompanied by any supporting documents or information, and is communicated to the RAE.
 12. The rejection of an Application for Firm Services is permitted if:

- NON OFFICIAL TRANSMISSION
- A) The execution of the Agreement in respect of the submitted Application prevents the Operator from fulfilling the obligations assigned to it in relation to the provision of public utility services.
 - B) There are grounds and the procedure as per the provision of Article 68, paragraph 2, case a), fifth part of the Law has been complied with.
 - C) Available Transmission Capacity for Delivery or Reception at the Entry Points, Reverse Flow Entry Points, Exit Points or Reverse Flow Exit Points as set out in the Application for the Provision of Transmission Services on a Firm Basis, is not sufficient to cover the demands of the applicant, without prejudice to cases in articles [14], [15] and [16]. In this case approval by the Operator is postponed until a transfer agreement is concluded or the release procedure for the respective Transmission Capacity is complete. In defining available Transmission Capacity for Delivery at Entry Points, any released Transmission Capacity under article [15], Surrendered Transmission Capacity for Delivery under article [20^{AC}] and any Additional Transmission Capacity under article [20^{AB}] are taken into account.
 - D) The deadlines laid down in the provisions of this Article are breached.
 - E) The rules relating to the Booking of Transmission Capacity, as per Article 10, are not complied with.
 - F) The User has not been provided with the guarantees required, in accordance with the provisions of Chapter 3^A.
 - G) The application is submitted by a non duly authorised representative of the Transmission User

Article 9

Ancillary Services

1. The Operator is responsible for providing the Users with Ancillary Services in the most cost-effective, transparent and direct manner without any discrimination among the Users
2. The Operator will post a list of the Ancillary Services it can provide for Transmission Users under free-standing agreements, as well as the respective tariffs. The above obligation does not apply in the case of Gas Balancing and of Operational Gas Offsetting, for which the Operator's terms of performance and relevant charges to Transmission Users are regulated as per the provisions of Chapter [8].
3. The Ancillary Services list is updated by the Operator at its own discretion.
4. The Ancillary Services list and each update thereof is communicated to the RAE.

Article 9^A

Natural Gas Transmission Services on a Firm Basis under the Reverse Flow Process

1. The Operator, taking into account the functional limitations of the NNGTS and of the Connected System, announces the NNGTS Entry Points, with the exception of the LNG Entry Point, at which Reverse Flow towards the upstream Connected Natural Gas System is possible through these Entry Points. At the same time, the above Points are also NNGTS Exit Points (Reverse Flow Exit Points).
2. The Operator, taking into account the functional limitations of the NNGTS and of the Connected System, announces the NNGTS Exit Points, at which there is the possibility of Reverse Flow from the downstream Connected Natural Gas System through these Entry Points. At the same time, the above Points are also NNGTS Entry Points (Reverse Flow Entry Points).
3. The Operator provides Users that have signed an Approved Firm Services Application with the following Natural Gas Transmission Services under the Reverse Flow Process (Reverse Flow Services) on a Firm Basis, in the most economical, transparent and direct way, without discrimination between Users:
 - A) Reception of natural gas quantities by the Operator at one or more Reverse Flow Entry Points, execution of the necessary measurements through the measuring devices at the Reverse Flow Entry Points, transmission through the NNGTS and delivery to the VNP.

or

 - B) Reception of natural gas quantities by the Operator at the VNP, transmission through the NNGTS, delivery of natural gas quantities by the Operator at one or more Reverse Flow Exit Points, and execution of the necessary measurements via the measuring devices at Reverse Flow Exit Points.
4. The Operator shall notify the Electronic Information System of the Transmission Capacity for Delivery at Reverse Flow Entry Points and of the Transmission Capacity for Reception at Reverse Flow Exit Points, for the purpose of providing Reverse Flow Transmission Services. At Transmission Capacity Auction Points, notification is made in accordance with the provisions of Chapter 2^B.
5. For the provision of Reverse Flow Services under the Authorised Application for Firm Services, the Transmission User submits Daily Nominations in accordance with the provisions of Chapter 4.
6. At each Reverse Flow Entry/Exit Point, Reverse Flow Exit/Entry Point and for each Day d, the Daily Flow Balance is calculated as the difference between the sum of the quantities of Natural Gas to be received and the sum of the quantities of Natural Gas to be delivered at that Point, in accordance with the Confirmed Quantities of Transmission Users.
7. If, for a Day d, the value of the Daily Flow Balance at this Point, turns out to be:
 - i) Positive, a quantity of physical delivery of natural gas to the Operator, equal to the value of the Daily Flow Balance, is also provided for at that Point,
 - ii) Negative, a quantity of physical reception of natural gas by the Operator through that Point, equal to the absolute value of the Daily Flow Balance, is provided for,

- iii) Zero, zero quantities of physical reception and delivery of natural gas delivery are provided for at that Point.

Article 10

Booking of Transmission Capacity for Delivery and/or Reception

1. With the Approved Firm Service Application , the Transmission User books Transmission Capacity for Delivery/Reception at Entry Points/Reverse Flow Entry Points and Exit Points/Reverse Flow Exit Points of the Transmission System, according to the procedure set out in articles [8] and [9^A].
2. Neither Transmission Capacity for Delivery nor Transmission Capacity for Reception can be booked at the VNP.
3. In the event that a Transmission User books Transmission Capacity at the same Point, through more than one (1) Approved Applications for Firm Services, the Total Booked Transmission Capacity for Delivery and the Total Booked Transmission Capacity for Reception of a Transmission User at a Reverse Flow Entry/Exit Point and at a Reverse Flow Exit/Entry Point serving the User are defined for each Day as the sum of the Booked Delivery and Reception Transmission Capacity, at the said Entry and Exit Points respectively, through each Application for Firm Services of the User, which is in effect during the said Day.
4. Under a decision issued by RAE, following a recommendation by the Operator, in accordance with the provision of paragraph 3 of Article 71 of the Law, a part of the Transmission Capacity for Delivery at an Exit Point or Exit Points of the NNGTS or of the Gasification Capacity of the LNG Facility is defined and is booked to provide public utility services, particularly for reasons of stock security. The Operator's recommendation will:
 - A) Document fully the reasons for which it is necessary to implement the above provision, and will be accompanied by all the relevant supporting evidence.
 - B) Describe the terms under which it is possible to make the said capacity available to Users in order to service the demand for natural gas in Greek territory, and also, in the short term, to import natural gas with the aim of exporting it.
 - C) Provide assessments related to time scheduling and actions necessary to increase Transmission Capacity for Delivery so that the reasons for the implementation of the measure are eliminated.
5. Ten percent (10%) of the available Transmission Capacity for Delivery at the Entry Points, other than those to which Regulation (EU) No 984/2013 applies, is made available exclusively to Users for booking Transmission Capacity for Delivery under Transmission Agreements with a duration of less than one (1) year. The Operator is obliged to notify the Electronic Information System of the exact volume of Transmission Capacity for Delivery that corresponds to the aforementioned percentage.

Article 11

Modification of Booked Transmission Capacity for Delivery/Reception following Transmission User Request

1. During the validity period of the Approved Firm Service Application, the Transmission User has the right to request modification of Transmission Capacity for Delivery/Reception that it has booked, in the case of transfer of Booked Transmission Capacity to another User under the procedure provided for in article [14].
2. During examination of requests for modification of Booked Transmission Capacity for Delivery/Reception as per the above, the Operator will take into consideration the relevant provisions of the Network Code, in particular paragraph [12] of article [8], articles [15], [16] and [20^{A,C}], as well as the reliable, secure and effective operation of the NNGTS. Rejection of the User's application will be specifically justified by the Operator, and the details will be communicated to the RAE.
3. In the aforementioned cases, if the Transmission User's request is accepted, the Operator will promptly modify the Transmission Users' Booked Transmission Capacity, and will modify the respective Approved Applications accordingly. The Operator will update the Booked Transmission Capacity Holders Registry and the Electronic Information System, as appropriate. Cases of modification under this article do not constitute modifications which require written modification of the Approved Firm Service Application.

Article 12

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

1. During the valid term of the Approved Firm Service Application for the specified Entry Points/Reverse Flow Entry Points or Exit Points/Reverse Flow Exit Points, the Operator is obliged to modify the Transmission User's Booked Transmission Capacity where there are grounds to do so and the procedure for implementation as per articles [15], [16] and [20^{A,C}] is followed.
2. Modification as per the previous paragraph of the Transmission User's Booked Transmission Capacity for Delivery/Reception do not, under the provisions of this article, constitute a modification requiring written amendment of the Approved Firm Service Application. The said modifications apply immediately upon issuance of the Operator's decision, as per the provisions of paragraph 5 of Article 71 of the Law. The Operator's decision includes the duration and reasons for the modification taking place.
3. In the aforementioned cases, the Operator promptly modifies the Booked Transmission Capacity for Delivery/Reception of the Users, and notifies the Users and depending on the case, will update the Registry of Holders of Booked Transmission Capacity for Delivery/Reception, as per article [13], and the Electronic Information System.

Article 13

Booked Transmission Capacity for Delivery/Reception Holders Registry

1. The Operator will enter details of Transmission Users that have booked Transmission Capacity made available by the Operator at Reverse Flow Entry/Exit Points and at Reverse Flow Exit/Entry Points in the Booked Transmission Capacity Holders Registry, according to Chapters [2], [2^A] and [2^B] of the Network Code.
2. The Operator shall enter in the Register of Holders, for each Transmission User, the Transmission Capacity that it has booked at each of the above Points in accordance with the terms of the Transmission Agreements which it has concluded and with the relevant individual Approved Applications. The Operator updates the Registry with any modification of the above data.
3. Following a relevant application by a Transmission User, the Operator issues an extract from the Registry (Certificate of Booked Transmission Capacity for Delivery/Reception) which states, as a minimum:
 - A) The issue date of the Certificate and the Day to which the details listed in the Certificate refer.
 - B) The details of the Transmission User.
 - C) As applicable, the number of the relevant Transmission Agreement, which the User has concluded with the Operator, and for each Approved Application:
 - i) Its code number
 - ii) The Day on which the provision of the relevant Transmission Services, Services for Reverse Flow, Transmission Services on an Interruptible Basis commences and ceases.
 - iii) The Booked Transmission Capacity for Delivery/Reception and the Booked Interruptible Transmission Capacity for Delivery/Reception per Entry Point/Reverse Flow Entry Point and Exit Point/Reverse Flow Exit Point, respectively.
 - D) Total Booked Transmission Capacity for Delivery/Reception per Entry Point/Reverse Flow Entry Point, or Exit Point/Reverse Flow Exit Point as defined in paragraph [3] of Article [10] and the Transmission User's Total Booked Interruptible Transmission Capacity for Delivery/Reception per Entry Point/Reverse Flow Entry Point, and Exit Point/Reverse Flow Exit Point.

Article 14

Transferring of Booked Transmission Capacity for Delivery/Reception

1. Each Transmission User (Transferor User) may conclude an agreement to transfer to another Transmission User (Transferee User) the entire or part of the Transmission Capacity it has booked at an Entry or Exit Point or at a Reverse Flow Entry or Exit Point (Transferred Booked Transmission Capacity). Bundled Transmission Capacity may be transferred only as a bundled product, as initially acquired by the Transferor User through the Standard Product auction in accordance with the provisions of Regulation (EU) No 984/2013 and of Chapter 2^B of the Network Code. Leasing takes place under the procedure of Article 20^A.
2. With the transfer agreement the Transferor User and the Transferee User agree that the Transferee User is fully involved in the rights and obligations of the Transferor User emanating from the provisions of the Network Code and the terms of the Transmission Agreement and it is rendered exclusively responsible to the Operator for the fulfilment of the latter, particularly those related to Gas Balancing and the payment of the applicable NNGS Usage Tariff.
3. The transfer agreement shall take effect upon the written consent of the Operator and, in the case of Bundled Transmission Capacity, the additional written consent of the upstream Operator, at the Transmission Capacity Auction Point at which Bundled Transmission Capacity is offered as a Standard Product. To this end, the contracting parties will inform the Operator in writing of the unique number (code) of the Approved Application to which the amount transferred relates, and will submit all details of the transfer at least two (2) working days before the day on which the transfer is due to take place. The Operator will notify the upstream Operator's request at the Transmission Capacity Auction Point in the event that the transfer concerns Bundled Transmission Capacity at said Point.
4. The Operator will not consent to the agreement and the agreement will not take effect if at least one of the following applies:
 - A) If carrying out the transfer would result in the violation of the provisions of article [10] and/or article [70] for the Transferor or the Transferee.
 - B) If the expiry date of the transfer agreement extends beyond the expiry date of the Booked Transmission Capacity for Transfer, as arising from the relevant Approved Firm Services Application of the Transferor.
 - C) If the Transferred Booked Transmission Capacity exceeds the respective Booked Transmission Capacity for Delivery/Reception of the Transferor.
 - D) If the Transferee has not completed the process of booking Transmission Capacity for Delivery/Reception with the Operator at least one (1) Day before the day on which the transfer is due to take place, and for the specific volume of Booked Transmission Capacity to be transferred.
 - E) In the case of Bundled Transmission Capacity, if the upstream Operator at the Transmission Capacity Auction Point at which the Bundled Transmission Capacity which is requested to be transferred is offered, does not consent in writing

Article 14^A

Leasing of Booked Transmission Capacity for Delivery/Reception

1. Each Transmission User (Lessor User) may conclude an agreement to lease Transmission Capacity for Delivery/Reception with another User (Lessee User) for the entire or part of the Transmission Capacity for Delivery/Reception which it has booked at an Entry Point, Reverse Flow Entry Point or Exit Point, Reverse Flow Exit Point. Leasing takes place under the procedure of Article 20 ^A.
2. With the agreement to lease Transmission Capacity for Delivery/Reception, the Lessor User undertakes, on behalf of the Lessee User, the delivery of Quantities of Natural Gas to the Entry Points, Reverse Flow Entry Points and/or the reception of Quantities of Natural Gas from the Exit Points, Reverse Flow Exit Points defined in the leasing agreement.
3. In particular the following are set down in the agreement on leasing Transmission Capacity for Delivery/Reception:
 - A) The process by which the Lessor User is entitled to require from the other party to discontinue the lease for part or all of the leased Transmission Capacity for Delivery/Reception, if this is necessary to serve the Lessor User's Customers.
 - B) The compensation which the Lessor User is obliged to pay to the Lessee User in the event of interruption of the lease under case A). Compensation is determined by the Lessor User, which will take into account the probability, estimated by the Lessor User, of the interruption of the lease during the time the lease agreement is in effect, based on estimations of the developments in demand for natural gas and on historical data.
 - C) The process for allocation for quantities of natural gas belonging to the Lessor and the Lessee at the Entry Points/Reverse Flow Exit Points and Exit Points/Reverse Flow Entry Points that are used by the two counter-parties.
4. The leasing of Transmission Capacity for Delivery/Reception does not require the consent of the Operator. The Lessor remains exclusively responsible to the Operator for the fulfilment of the conditions imposed by the provisions of the Network Code and the terms of the Transmission Agreement concluded with the Operator, including those relating to Gas Balancing and payment of the applicable NNGS Usage Tariff, and will notify the Operator of any leasing of Booked Transmission Capacity within two (2) working days of conclusion of the lease agreement. The Lessor will inform the Operator in the case of any event that leads to the interruption of the lease under paragraph [3](A).
5. The Lessor will submit Daily Nominations as per Chapter 4.

Article 15

Release of Unused Booked Transmission Capacity for Delivery, Reception for Approved Applications which have a duration of more than one year.

1. The Operator, by its duly substantiated decision, may release, as per the provisions of Article 71(5) the Law, all or part of the Transmission Capacity for Delivery at an Entry Point/Reverse Flow Entry Point and/or for Reception at a Reverse Flow Exit Point that has been booked by the Transmission User, taking account of any changes as per articles [11] and [12], provided that it has not been used, and has not been reallocated via the Transfer Procedure as per article [14] and [20A], or the Surrender Procedure for Booked Transmission Capacity, under article [20^{A,C}].
2. Unused Booked Transmission Capacity for Delivery/Reception will be released according to paragraph [1] provided that the following cumulatively apply:
 - A) There is a request to book Transmission Capacity for Delivery/Reception at the Point in question under article [8], other than at the Transmission Capacity Auction Points, and the available Transmission Capacity for Delivery/Reception respectively at said Point is not sufficient to satisfy this request and
 - B) The average value of the sum of the Transmission Capacity for Delivery/Reception used and made available via the process of Transferring under Articles [14] and [20A] on the secondary market and via the surrender process as per article [20^{AC}] during twelve (12) consecutive months preceding the month in which the request was submitted under case (A), is less than 80% of the Transmission Capacity for Delivery/Reception which has been booked at the relevant Point by the Transmission User for the above period.
3. The Transmission Capacity for Delivery/Reception in question is released to the extent of that part of the volume over the time period as necessary to fully satisfy the applicant as per paragraph [2](A).
4. The consent of the Transmission User from which the Transmission Capacity for Delivery/Reception is being released is not required to carry out the above release.
5. The Operator will send a detailed breakdown (Usage Statement) to the RAE, in an electronic and editable format, which will include the following data per Day, per Entry Point/Reverse Flow Entry Point and Exit Point/Reverse Flow Exit Point, and per User, for the previous three months:
 - A) The User's Quantity of Natural Gas to be delivered at that Point in accordance with its Confirmed Quantities.
 - B) The quantity of Natural Gas allocated to the Transmission User during the Final Distribution.
 - C) The User's Booked Transmission Capacity for Delivery/Reception per Entry Point, Reverse Flow Entry Point, Reverse Flow Exit Point, and per Approved Firm Service Application that the User has entered into with the Operator.

6. The Usage Statement will be submitted to the RAE together with the Report on Unused Transmission Capacity Allocation under article [20^A].
7. Where the data in the Usage Statement and the Report on Unused Transmission Capacity Allocation under article [20^A] indicates:
 - A) Systematic non-use of Booked Transmission Capacity for Delivery/Reception as per paragraph [2](B), which may adversely affect the access of third parties to the NNGS, the economic viability thereof, the safety of supply and the ability to provide public utility services and
 - B) Failure to offer on the secondary market, as per article [20^A], all or part of the Booked Transmission Capacity as per paragraph [1] for a period of at least twelve (12) consecutive months,

RAE may require from the Operator to call the User to provide clarifications within a minimum deadline period of fifteen (15) days, in order for the latter to justify such non usage of Transmission Capacity for Delivery/Reception that it had booked at that Point. If the Transmission User does not adequately justify said failure to use Transmission Capacity for Delivery/Reception in due time, the Operator may, at its own discretion, proceed with release of that part of the Booked Transmission Capacity for Delivery/Reception calculated as the product of the Booked Transmission Capacity multiplied by the higher value between 0.2% and the difference of the mean value unit ratio to the sum total, as per paragraph [2](B), of Booked Transmission Capacity for Delivery/Reception (Unused Capacity). The first time this measure is implemented in respect of a User, the release period will be equivalent to thirty (30) Days. The release period will be doubled with each subsequent application of the measure with respect to the same User. If within a period of forty-eight (48) consecutive months four (4) releases of this kind are imposed on the same User for the same corresponding Point under this paragraph, the Operator will release the Unused Capacity as above from the User for the remainder of the Booked Transmission Capacity period in question.

8. The Transmission User from which Booked Transmission Capacity is released is not relieved of the obligation to pay charges related to the released Transmission Capacity, as per the NNGS Usage Tariff, unless an Approved Firm Service Application is co-signed by the applicant with the Operator under paragraph [2](A), or with another interested party and only for that part of the Transmission Capacity for Delivery/Reception to which the new Approved Application relates, and for the valid duration thereof.
9. With the signature of an Approved Firm Service Application between the applicant under paragraph [2] (A) and the Operator or other interested party as per paragraph [7], the Operator, under article [12], will proceed to make a corresponding reduction in the Transmission User's Booked Transmission Capacity for Delivery/Reception by the released amount for the period over which the Approved Firm Service Application remains valid.
10. The released Transmission Capacity for Delivery/Reception is counted towards the available Transmission Capacity for Delivery/Reception at the Point from the Day of release, and is reduced or zeroed with the co-signing of the Approved Firm Service Application between the applicant as per paragraph [2](A) and the Operator or any other interested party.

11. Any decision by the Operator regarding the release of Transmission Capacity for Delivery/Reception according to this article will be notified to the Transmission User concerned and to the RAE, and the details will be posted on the Operator's website in Greek and English.

Article 16

Release of Unused Booked Transmission Capacity for Reception

1. If a User submits an application for the Booking of Transmission Capacity for Reception at an Exit Point in order to serve a Customer, served by another Transmission User and:
 - A) The applicant User submits a written statement of the Customer or of the Customer's Supplier that the Customer or the Customer's Supplier shall be served by the applicant User and shall stop being served by the other Transmission User or shall not be served by it for a certain time period, and
 - B) The available Transmission Capacity for Reception at the Exit Point does not suffice,

the Operator will release from the Transmission User responsible for servicing the Customer or its Supplier up to that time, subject to a duly substantiated decision and as per the provisions of Article 71(5) of the Law, that part of the Booked Transmission Capacity for Reception needed to service the Customer or its Supplier, and will respectively book on behalf of the applicant User, Transmission Capacity for Reception of at least an equivalent amount at the relevant Exit Point, for the time period referred to in the Customer or Customer's Supplier's nomination nomination.

2. The consent of the Transmission User from whom the Transmission Capacity for Reception is released is not required in order to complete said transfer.
3. Transmission Users from whom the Transmission Capacity for Reception is released are exempt from payment of the corresponding sum according to the NNGS Usage Tariff for the period over which the respective Transmission Capacity for Delivery Reception is released. The User in favour of which the above Transmission Capacity was released will conclude a separate Approved Firm Service Application, according to the provisions of article [8], in order to book the released Transmission Capacity separately. It is also required to pay the proportionate amount to the Operator, in accordance with the NNGS Usage Tariff, for the period of release of the Transmission Capacity for Reception in question.

Article 17

Article 18

Article 19

Resale of Natural Gas

1. Each Selecting Customer (Offering Customer) may offer for resale Quantities of Natural Gas, which it acquired from a Natural Gas Supplier or which were imported on its account, to another Selecting Customer (Transferee Customer), in accordance with the provisions of this Article.
2. Resale is conducted either through the Electronic Transaction System or through direct negotiation between the contracting parties.
3. The Offering Customer registers anonymously the intended resale (Resale Offer) in the Electronic Transaction System. The Offering Customer registers the Days for which it wishes to offer Natural Gas, the Natural Gas Quantity for resale on each Day (Resale Quantity) and the price requested, the proposed Resale Agreement terms, as well as the number of working days required by the Offering Customer for examining the Candidate Purchaser's solvency prior to the conclusion of a Natural Gas Resale Agreement.
4. Through the Electronic Transaction System, Eligible Customers declare the Acceptance of the Resale Offer and the Offering Customer shall be informed duly on any such acceptance, in accordance with the terms of confidentiality relating to the Transferee Customer.
5. The acceptance of a Resale Offer shall bind the Transferee Customer to proceed with the resale agreement, on the condition that the Offering Customer shall approve its solvency within the period specified in Resale Offer.
6. Ownership of the Resale Quantity by the Offering to the Transferee Customer is deemed to be transferred to the Virtual Nomination Point. The transfer of the Resale Quantity to the VNP and from it to other NNGTS Points is subject to an agreement between the parties to the resale under their sole responsibility and is carried out in accordance with the provisions of the Network Code and in particular Chapters 2, 4 and 7.
7. The Operator bears no liability whatsoever towards the Offering and/or Transferee Customer and/or any third party as to the veracity of the statements of intent contained in the Resale Offer or the acceptance thereof, or with regard to the solvency of the beneficiaries or the acts or omissions of the Offering and/or Transferee Customer over the period of operation and performance of the contract that are due to negligent performance or a breach of contractual obligation, to which the general provisions of contract law apply.
8. The provisions of the above paragraphs 3 to 5 shall not be applied until the Electronic Transaction System is operational.
9. Any further detail on the implementation of this Article shall be regulated by the Operator's decision, following RAE approval, and in accordance with the provision of paragraph 5 of Article 69 of the Law and is published on its responsibility.

Article 20

Congestion Management

1. In the event that the Transmission Capacity which has been booked by Transmission Users at any Entry or Exit Point or Reverse Flow Exit Point or Reverse Flow Entry Point, exceeds two thirds (2/3) of the Transmission Capacity specified at that Point, the Operator shall immediately inform RAE and the Users.
2. The above notification obligation shall not apply in case of an Exit Point serving exclusively one (1) Natural Gas consumer.
3. The Operator shall immediately notify RAE in the event that the Transmission Capacity available at an Entry or Exit Point or at a Reverse Flow Exit or Entry Point is not sufficient to fulfil a User's request for Transmission Capacity Booking at that Point in order for it to serve a new Natural Gas consumer (Congestion)
4. The notification under the previous Article shall be accompanied by the Operator's assessment specifically with regard to feasibility, cost and time of Congestion relief, and additionally with regard to the possibility of the performance of additional Maintenance or investment for the expansion of the Transmission Capacity at the relevant Entry or Exit Point or Reverse Flow Entry or Exit Point.

Article 20^A

Offer of Unused Booked Transmission Capacity for Delivery/Reception on the Secondary Market

1. Each Transmission User may allocate the part of the Booked Transmission Capacity for Delivery/Reception which it will not use to third party Users on the secondary market by transfer, under Article 14 or for leasing under Article 14^A for a given period, either through the Electronic Transaction System or through direct negotiation, as specified in this Article.
2. In order to make available unused Booked Transmission Capacity through the Electronic Transaction System, the offering User registers its offer in the said System. The offer must refer to the Entry and Exit Points and to the Reverse Flow Entry and Exit points, and for each such Point it must mention the size of the offered Transmission Capacity that has been booked, the Day or the time during which it is offered, the price that the offering User requires in order to make the Transmission Capacity available, the terms for the examination of the requests from the interested Users and, in the case of a lease offer, the details defined in case A) of paragraph 3 of Article 14^A.
3. Interested Users register their acceptance of the offer to place Transmission Capacity for Delivery/Reception in the Electronic Transactions System. The offering User is informed about any such acceptance via the Electronic Transactions System.
4. In the case of disposal of unused Booked Transmission Capacity for Delivery/Reception by direct negotiation between the parties, the provisions of Article 14 in the case of transfers, and Article 14A in the case of leasing of

Transmission Capacity, must be respected as appropriate. At the end of the process applied in each case, the Operator publishes the Entry Points, Exit Points, Reverse Flow Entry Points, Reverse Flow Exit Points to which the transfer or lease refers, and for each such Point, the size of the Booked Transmission Capacity which was transferred or leased and the Day on which the duration of the transfer or lease of such Transmission Capacity begins.

5. Until the Electronic Transaction System is put into operation:
 - (i) Any reference to the Electronic Transaction System will be understood as referring to the Electronic Information System.
 - (ii) The Operator notifies the offering User of acceptance of the offer of availability on behalf of the interested Users, as per the provisions of paragraph 3, via fax or email.
 - (iii) The Transmission User may dispose of Unused Booked Transmission Capacity for Delivery/Reception under an open procedure conducted by the offering User, based on market mechanisms, and posted on the offering User's website and the Electronic Information System. The offering User must inform the Operator in writing of the initiation of this open tender procedure, and at the same time ask the Operator to post the notification on the Electronic Information System. The offering User's notification must include all the items in paragraph 2 and also the procedure used to carry out the open procedure and to allocate the Transmission Capacity to interested parties. At the end of the process, the offering User shall inform the Operator, in writing, on the results of the open process and on every detail which is necessary to complete the transfer or lease process under Articles 14 and 14^A respectively. At the end of the procedure applied on a case-by-case basis, the Operator will announce, via the Electronic Information System, the Entry Points, Exit Points, Reverse Flow Entry Points, and Reverse Flow Exit Points to which the transfer or lease refers, and for each such Point, the size of the Transmission Capacity that was transferred or leased, and the date or period of the transfer or lease of said Transmission Capacity.
6. Within thirty (30) days of the end of each quarter, the Operator will submit a Report on the Offer of Unused Transmission Capacity to the RAE. The report describes cases where unused Transmission Capacity which has been booked by Transmission Users was allocated to other interested Users for each of the previous three (3) months including all relevant details relating to the offer process.
7. The Operator will keep records in electronic format for at least five (5) years, comprised of the following information:
 - A) The volume of Transmission Capacity for Delivery/Reception per Entry Point/Reverse Flow Entry Point and Exit Point/Reverse Flow Exit Point that was transferred or leased.
 - B) The duration of transfer or lease periods.
 - C) All relevant details pertaining to the interruption of leases.
8. By decision of the Operator after approval by RAE, in accordance with the provision of paragraph 5 of Article 69 of the Law, it is possible to set a maximum

price limit for offers for transfer or lease of Transmission Capacity under paragraphs 2, 4 and 5 for a specific time period which may not exceed two (2) months, provided that it is proved that the price is at unreasonably high levels under the rules of fair competition and the conditions for the offer of Transmission Capacity on the natural gas market in the period when the measure is taken, taking into account the NNGS Usage Tariff. The details for the implementation of the measure will be specified in the abovementioned decision of the Operator.

9. The Operator bears no liability whatsoever towards the Offeror and/or the User accepting the offer and/or any third party as for the veracity of the statements of intent contained in the Offer or the acceptance thereof, or with regard to the solvency of the beneficiaries or the acts or omissions of the Offeror and/or the User accepting the offer over the period of operation and performance of the contract that are due to negligent performance or a breach of contractual obligations, to which the general provisions of contract law apply.

Article 20^{AB}

Allocation of Additional Transmission Capacity for Delivery/Reception and Buy-Back Procedure

1. Additional Transmission Capacity for Delivery is defined as Transmission Capacity provided by the Operator on a firm basis for booking by Users, in addition to the Transmission Capacity for Delivery at an NNGS Entry Point, other than the LNG Entry Point. The Additional Transmission Capacity for Delivery is added to the Transmission Capacity for Delivery of an NNGS Entry Point and is taken into account in determining respectively the available Transmission Capacity for Delivery at the Point. The Additional Transmission Capacity for Delivery is booked by the Transmission Users in accordance with the provisions of Chapter 2, after the booking of the total Transmission Capacity for Delivery at the point, which includes the part made available to Users pursuant to the provisions of Articles 15 and 20^{AC}.

Additional Transmission Capacity for Reception is defined as the Transmission Capacity which is provided by the Operator on a Firm Basis for booking by the Users, in addition to the Transmission Capacity for Reception at an NNGS Entry Point/Reverse Flow Exit Point, other than the LNG Entry Point. The Additional Transmission Capacity for Reception is booked by the Transmission Users according to the provisions of Chapter 2, after the booking of the total Transmission Capacity for Reception at the Point, which also includes the part made available to Users pursuant to the provisions of articles [15] and [20^{A,C}].

The subsequent provisions of this Article apply mutatis mutandis to Additional Transmission Capacity for Reception.

2. The Operator will publish the following in the Electronic Information System at the latest 5^{days} before the beginning of Month M:
 - A) The Additional Transmission Capacity for Delivery at each Entry Point of the NNGTS except the LNG Entry Point for the Month M, which has a fixed price for the entire Month and may be equal to or greater than zero.

- B) The available Transmission Capacity for Delivery for each Day of the Month M, as found taking into account the Additional Transmission Capacity for Delivery.
- C) A brief report in which it specifies the reasons behind its estimate of the Additional Transmission Capacity for Delivery.
3. The methodology for calculating Additional Transmission Capacity for Delivery per Entry Point of the NNGTS, apart from LNG Entry Points, will be published by the Operator in the Electronic Information System. In determining the Additional Transmission Capacity for Delivery for each Point, except the LNG Entry Point, the following, in particular, are taken into account:
- A) Historical data on the Natural Gas Quantities delivered by Transmission Users at each Entry Point in Month M and the results of the relevant statistical analysis of that data.
- B) The Annual Maintenance Planning or any Emergency Maintenance.
- C) The reliable, safe and efficient operation of NNGTS.
4. The operator is obliged to review the overbooking and buy-back system and recalculate the Additional Transmission Capacity for Delivery at the request of the RAE.
5. If all or part of the Additional Transmission Capacity for Delivery has been booked at an Entry Point for Day d and if the Confirmed Quantities of the Transmission Users, in accordance with Article 27, show that the total Quantities of Natural Gas to be delivered at an Entry Point exceed the Transmission Capacity for Delivery at that Point, the Operator may call the Transmission Users to offer to the Operator, against a consideration, part of the Transmission Capacity which they have booked, up to the amount that corresponds to the daily Quantity of Delivery which they are to deliver at the said Entry Point on Day d, in accordance with their Confirmed Quantities (Buy-back Procedure). All Transmission Users which have booked Transmission Capacity at that Entry Point on Day d, pursuant to Article 8, and whose Confirmed Quantities relating to the delivery of Natural Gas at that Entry Point on the same Day are not zero, are entitled to participate in the Buy-back Procedure.
6. The Buy-back Procedure is applied every Day of the Month M for which the conditions in the previous paragraph are met. The start time of the Buy-Back Procedure (Deadline for Buy-Back Commencement) is announced by the Operator via the Electronic Information System no later than one (1) hour before said deadline. The Buy-Back Procedure will be completed within forty-five (45) minutes from the Deadline for Buy-back Commencement (Buy-back Closure Time).
7. At the start of the Buy-back Procedure, the Operator announces the Buy-Back Transmission Capacity (kWh/Day), the Unit Buy-Back Price at Commencement (EUR/kWh) and the Maximum Unit Buy-Back Price (EUR/kWh) for each Entry Point involved in the Buy-Back Procedure, via the Electronic Information System. The Buy-back Procedure is implemented through the electronic platform which the Operator announces on its website.
8. The Transmission Capacity for Buy-back has a value which is set from zero to the price of the Additional Transmission Capacity for Delivery.

9. The Unit Price for Buy-back Commencement (MTEE) and the Maximum Unit Price for Buy-back are calculated for each Entry Point of the Transmission System as follows:

$$MTEE = \Sigma \Delta Mi$$

$$MMTE = P \times \Sigma \Delta Mi$$

Where:

P: Surcharge Coefficient which has a value of 1.5. After the completion of the year following the year the Network Code was implemented, the Surcharge Coefficient is determined by the Operator after approval by RAE, in accordance with the provision of paragraph 5 of Article 69 of the Law, three (3) months before the beginning of each Year.

$\Sigma \Delta Mi$: The Coefficient for the Charge for Transmission Capacity, reduced per Day (€/kWh) of the Year in question, for the Entry to the Transmission System to which this Entry Point belongs, in accordance with the NNGS Usage Tariff.

10. Offers are submitted through the electronic platform for the implementation of the Buy-back Procedure.
11. Each offer consists of a price pair (Buy-back Offer Unit Price, € kWh) and part of the Transmission Capacity which has been booked by the Transmission User and which receives a price from zero to the minimum between the Transmission Capacity for Buy-back and the Booked Transmission Capacity for Delivery which corresponds to the daily Natural Gas Quantity to be delivered to the Entry Point, in accordance with the Confirmed Quantities of the Transmission User (Offered Capacity for Buy-back, kWh/Day).
12. Each Transmission User may submit one (1) offer to the Buy-back Procedure (Buy-back Offer) within thirty (30) minutes from the Deadline for Buy-Back Commencement (Deadline for Buy-back Submission). In case of submission of more than one offer by one Transmission User, within the above period, the User's most recently submitted offer is considered as the Transmission User's Buy-back Offer.
13. The Buy-back Offer Unit Price has a value from the Unit Price for Buy-back Commencement to the Highest Buy-back Unit Price.
14. Buy-back Offers which are submitted on time and which satisfy the conditions set out in paragraphs 10 to 13 are considered to be approved.
15. During the evaluation of the Offers, a Ranking Table for Offers is drawn up electronically, in which each approved Buy-back Offer of a User is entered. In the Ranking Table for Offers, Offers are ranked in ascending order on the basis of the Buy-back Offer Unit Price. Offers with the same Unit Price are ranked in ascending order on the basis of the time of submission of the approved Buy-back Offer.
16. Upon completion of the Ranking Table for Offers, the part of the Booked Transmission Capacity for Buy-back by the Operator (Capacity for Buy-back) of each Transmission User which has submitted an approved Buy-back Offer and the corresponding Unit Price (Buy-back Unit Price) are calculated as follows:

- A) In the case where the sum of the Offered Capacities for Buy-back of the Transmission Users is equal to the Transmission Capacity for Buy-back, then for each of these Transmission Users:
- its Capacity for Buy-back is equal to its Offered Capacity for Buy-back,
 - its Buy-back Unit Price is equal to the Buy-back Offer Unit Price
- and the Buy-back Procedure is completed.
- B) In the case where the sum of the Offered Capacities for Buy-back of the Transmission Users is higher than the Transmission Capacity for Buy-back, then:
- i) According to the ranking order of the Ranking Table for Offers, for the Transmission Users whose sum of Offered Capacities for Buy-back is lower than the Transmission Capacity for Buy-back:
 - the Capacity for Buy-back of each of these Transmission Users is equal to its Offered Capacity for Buy-back,
 - the Buy-back Unit Price of each of these Transmission Users is equal to its Buy-back Offer Unit Price
 - ii) for the Transmission User which is in the next ranking position of the Ranking Table for Offers after the Transmission Users of the above subparagraph i):
 - its Capacity for Buy-back is equal to the difference between the Transmission Capacity for Buy-back and the sum of the Capacities for Buy-back of the Transmission Users of the above subparagraph,
 - its Buy-back Unit Price is equal to the Buy-back Offer Unit Price
- and the Buy-back Procedure is completed.
- C) If the Offered Capacity for Buy-back of the Transmission User ranking first in the Ranking Table for Offers is higher or equal to the Transmission Capacity for Buy-back, then:
- its Capacity for Buy-back is equal to the Transmission Capacity for Buy-back,
 - its Buy-back Unit Price is equal to its Buy-back Offer Unit Price
- and the Buy-back Procedure is completed.
- D) In the case where the sum of the Offered Capacities for Buy-back of the Transmission Users is lower than the Transmission Capacity for Buy-back, then:
- i) The difference between the Capacity for Buy-back and the sum of Offered Capacities for Buy-back is calculated.
 - ii) Each Transmission User entitled to participate in the Buy-back Procedure in accordance with paragraph 5 is allocated part of the above difference (Remaining Buy-back Part) on the basis of the proportion between the Quantity of Natural Gas to be delivered to that Entry Point, in accordance with its Confirmed Quantities reduced by the size of any Offered Capacity for Buy-back of that Transmission User, and the total

Quantity of Natural Gas to be delivered to that Entry Point in accordance with the Confirmed Quantities of all Transmission Users reduced by the size of any Offered Capacity for Buy-back of that Transmission User.

- iii) For each Transmission User entitled to participate in the Buy-back Procedure but which did not participate or did not submit an approved offer, its Capacity for Buy-back is equal to its Remaining Buy-back Part and its Buy-back Unit Price is equal to the Unit Price for Buy-back Commencement.
- iv) For each Transmission User which has submitted an approved offer under the Buy-back Procedure, its Capacity for Buy-back is equal to the sum of its Offered Capacity for Buy-back and its Remaining Buy-back Part whereas its Buy-back Unit Price is calculated as the average of the User's Buy-back Offer Unit Price and the Unit Price for Buy-back Commencement, weighted in terms of its Offered Capacity for Buy-back and its Remaining Buy-back Part respectively.

and the Buy-back Procedure is completed.

- 17. In the event that no offers are submitted during the Buy-back Procedure or that the Buy-back Offers submitted are not approved, pursuant to the provisions of paragraph 14, the Transmission Capacity for Buy-back is allocated to all Transmission Users entitled to participate in the Buy-back Procedure in accordance with paragraph 5, under the procedure set out in subparagraphs Dii) and Diii) of paragraph 16.
- 18. The Operator notifies Transmission Users that have submitted approved offers under the Buy-Back Procedure, or that have been allocated Buy-Back Transmission Capacity via the Electronic Information System, according to the provisions of paragraph [16](D) or [17] regarding their Buy-Back Capacity and the corresponding Unit Buy-back Price.

The Operator recalculates, in accordance with subparagraph c of paragraph 5 of Article 27, the Confirmed Quantities of the above Transmission Users with regard to the part relating to the delivery of Natural Gas at the Entry Point where the Buy-back Procedure took place, reducing for that purpose the Quantity of Natural Gas to be delivered at that Entry Point by the part that corresponds to the Transmission User's Capacity for Buy-back.

Each of the above Transmission Users will ensure that the total quantity of natural gas to be delivered at that Entry Point for each Renomination Round following the completion of the Buy-Back Procedure receives a price that may range from zero to the absolute value of the difference between the Transmission User's Booked Transmission Capacity and its Buy-Back Capacity.

- 19. The Operator will keep electronic records in editable form for at least five (5) years. As a minimum, these records will include at least the following per Transmission User and per Entry Point for each Day during which the Buy-Back Procedure was in progress:
 - A) The volume of Buy-Back Transmission Capacity and the weighted average buy-back price per Entry Point.

- B) The information submitted by Transmission Users during the Buy-back Procedure, per Transmission User and per Entry Point, and its outcome.

Article 20^{AC}

Surrender of Booked Transmission Capacity for Delivery/Reception to the Operator

1. Each Transmission User (User Provider) may surrender all or part of its Booked Transmission Capacity for Delivery and/or Reception that it has booked at an Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit Point (Surrendered Transmission Capacity for Delivery/Reception) to the Operator, for disposal to interested parties, for a given period, according to the provisions of this article. With particular regard to Transmission Capacity Auction Points, the Surrendered Transmission Capacity for Delivery/Reception is made available by the Operator for procurement by Users through auctions in chronological order of implementation, pursuant to the provisions of Chapter [2^B]. In the event that such Surrendered Capacity is part of a Bundled Transmission Capacity, it retains its status as Bundled and is made available as such.
2. The Transmission User may not surrender, and the Operator will not accept the surrender of, all or part of the Transmission Capacity for Delivery/Reception, which is booked for periods of one (1) Day, or which has been entered for offer on the secondary market according to the provisions of Articles [14] and [20^A] and for the respective period of time.
3. The Transmission User Provider must submit a request in writing to the Operator, on the template 'Application for Surrender of Booked Transmission Capacity for Delivery/Reception', which is published in the Electronic Information System. In the application, the Entry Points or Exit Points should be referred to separately and for each such Point the following should be stated:
 - A) The volume of Surrendered Transmission Capacity for Delivery/Reception per Approved Firm Service Application, which may not exceed the amount of the Transmission Capacity which has been booked through the Approved Application in question.
 - B) The Approved Firm Service Application through which the above quantity has been booked, and
 - C) The start Day and the end Day of disposal of the Surrendered Transmission Capacity for Delivery/Reception

The Application for the Surrender of Booked Transmission Capacity for Delivery/Reception must be submitted at least two (2) business days before the start Day for the disposal of the Surrendered Transmission Capacity.

The end Day for the disposal of the Surrendered Transmission Capacity for Delivery/Reception is, at the latest, the Day on which the relevant Firm Services Application through which it has been booked expires.

4. The Operator will, within the next working day from receipt of the User Provider's application, arrive at a decision to accept or to reject the application, if it does not comply with the provisions of paragraph [3] hereof. The Operator will then notify the User Provider in writing accordingly.

5. If the application is accepted, the operator will update the Electronic Information System. The Surrendered Transmission Capacity for Delivery/Reception is counted as available Transmission Capacity at the Entry Point, Reverse Flow Entry Point, Exit Point, or Reverse Flow Exit Point, respectively, and is made available to all interested parties.
6. In the case of Surrender of Transmission Capacity for Delivery/Reception at an Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit Point by several Transmission Users, the Operator observes an order of priority in accordance with the chronological order of submission of their relevant requests.
7. The User Provider retains all rights and obligations towards the Operator, and in particular financial rights and obligations according to the Transmission Agreement and the NNGS Usage Tariff, with respect to the quantity and for the period of time during which the Surrendered Transmission Capacity for Delivery/Reception has not been booked by another Transmission User pursuant to article [8].
8. The User Provider is not entitled to dispose of all or part of the Surrendered Transmission Capacity for Delivery/Reception on the secondary market, as per article [20^A], for the period between the start Day and the end Day of disposal as determined in the Application for the Surrender of Booked Transmission Capacity for Delivery/Reception.
9. After the signing of the Approved Firm Service Application between the Operator and the interested User for the booking of all or part of the Surrendered Transmission Capacity for Delivery/Reception, the Operator will reduce, as per article [12], the Booked Transmission Capacity for Delivery/Reception of the User Provider by an amount equivalent to the quantity booked by the interested User, for the period to which the Approved Firm Service Application relates, and informs the User Provider of this in writing.
10. The Operator keeps a record in an electronic and editable format for a time period of at least five (5) years, in which the following are included:
 - A) The quantity of Surrendered Transmission Capacity for Delivery/Reception per Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit Point for the period in which this is surrendered to the Operator according to the procedure outlined in this article.
 - B) The quantity of Surrendered Transmission Capacity for Delivery/Reception per Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit Point, which is booked by an interested party and the period for which it is booked.
 - C) A list of Transmission Users that made the surrender.
 - D) The percentage of the Surrendered Transmission Capacity for Delivery/Reception per Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit point in the Total Booked Transmission Capacity for Delivery/Reception per Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit Point.

CHAPTER 2^A

PROVISION OF NATURAL GAS TRANSMISSION SERVICES ON AN INTERRUPTIBLE BASIS

Article 20^B

Natural Gas Transmission Services on an Interruptible Basis

1. The Operator provides to Transmission Users, under the specific terms and conditions of the Network Code, the following Natural Gas Transmission Services on an Interruptible Basis (Interruptible Transmission Services), as defined in paragraph 1 of Article 2 of Regulation (EC) No 715/2009, in the most economical, transparent and direct way, without discriminating between Users as follows:
 - A) Reception of a Quantity of Natural Gas by the Operator at one or more Entry Points on an Interruptible Basis, execution of the necessary measurements through the measuring devices at these Entry Points, Transmission through the NNGTS and delivery of the Quantity of Natural Gas to the VNP.

or

 - B) Reception of a quantity of natural gas at the VNP, transmission through the NNGTS, delivery of the quantity of natural gas by the Operator at one or more Exit Points/Reverse Flow Exit Points on an Interruptible Basis and execution of the necessary measurements through the measuring devices at the Exit Points/Reverse Flow Exit Points.
2. Interruptible Transmission Services are only provided by the Operator at Entry Points/Reverse Flow Exit Points at which the total Transmission Capacity for Delivery/Reception of the Point has already been booked.

In the case of an Entry Point - excluding the LNG Point - at which no Transmission Services for Reverse Flow are offered, the Operator provides Interruptible Transmission Services relating to the virtual delivery of a Quantity of Natural Gas by Users at that Point (Virtual Reverse Flow).
3. In order to provide Interruptible Transmission Services, both the submission of an Application (Application for Interruptible Services) by the User for the booking of Interruptible Transmission Capacity and its approval by the Operator (Approved Application for Interruptible Services), as specified in the Transmission Agreement and in the relevant provisions of the Network Code, are required. An Approved Application for Interruptible Services is withdrawn only for a serious reason and only upon agreement of the Operator.

Article 20^C

Application for the Provision of Transmission Services on an Interruptible Basis

1. Transmission Users have the right to submit an Application for Interruptible Services.
2. The booking of Transmission Capacity for Delivery/Reception on an Interruptible Basis at a Transmission Capacity Auction Point will be made exclusively through Standard Product auctions as specified in Regulation (EU) No 984/2013 and in Chapter [2^B] of the Network Code. For the booking of Interruptible Transmission Capacity at an Auction Point, which relates exclusively to the Quantity of Interruptible Transmission Capacity for Delivery/Reception and throughout its duration, which is requested through the auction, the procedure for submission of Applications for Provision of Transmission Services on an Interruptible Basis, as laid down in this article, does not apply.
3. For Users entitled to participate in Standard Interruptible Transmission Capacity Product auctions in accordance with Chapter [2^B], the result of the auction for each Standard Interruptible Transmission Capacity Product will be considered as an Approved Application for Interruptible Services and will produce all its legal effects under the Network Code.
4. The Application for Interruptible Services relates to services with duration of one (1) Day.
5. The Application for Interruptible Services specifies at least the following:
 - A) The Entry Points at which the Transmission User is entitled, if its Application is approved, to deliver to the Operator Natural Gas to be injected into the Transmission System on an Interruptible Basis, and for each Entry Point to which the Application for Interruptible Transmission Services relates, the Transmission Capacity for Delivery which it requests to book.or
 - B) The Reverse Flow Entry/Exit Points at which the Transmission User is entitled, if its Application is approved, to receive Natural Gas from the Transmission System on an Interruptible Basis, and for each Point to which the Application for Interruptible Services relates the Transmission Capacity for Delivery on an Interruptible Basis which it requests to book.

Article 20^D

Disposal of Interruptible Natural Gas Transmission Services

1. The Operator will announce, via the Electronic Information System, with respect to the following Day, and no later than the start of the rolling daily auction for Daily Standard Interruptible Transmission Capacity for Delivery/Reception Product, the following:

- the Interruptible Transmission Capacity for Delivery at each Entry Point and the probability of its allocation,

- - the Interruptible Transmission Capacity for Delivery at each Entry Point, other than the LNG Entry Point, and the probability of its allocation,

At Transmission Capacity Auction Points, announcement is made in accordance with the provisions of Chapter [2^B].

The Operator's announcement includes the date and time of the announcement.

2. The Operator determines the quantities of Interruptible Transmission Capacity for Delivery/Reception of the previous paragraph, and the respective probability of its allocation, as follows:

- A) The Interruptible Transmission Capacity for Delivery of an Entry Point $\Delta I_{\Pi\Delta}$ is defined as:

$$\Delta I_{\Pi\Delta} = MI_{\Pi\Delta} - \sum Q_{\Pi\Delta}$$

where:

$MI_{\Pi\Delta}$: the Transmission Capacity for Delivery of the Entry Point and

$\sum Q_{\Pi\Delta}$: the sum of the Confirmed Quantities of Delivery at the Entry Point

The quantity $\Delta I_{\Pi\Delta}$ and the possibility of its disposal are estimated through the statistical processing of the corresponding historical data, in accordance with a calculation methodology announced by the Operator.

- B) Interruptible Transmission Capacity for Delivery at Entry Point and possibility of its disposal,

- i) If Transmission Services for Reverse Flow are provided at the Entry Point, the Interruptible Transmission Capacity for Delivery of an Entry Point $\Delta I_{\Pi\Delta,ANT}$ is defined as:

$$\Delta I_{\Pi\Delta,ANT} = (\sum Q_{\Pi\Delta} - \sum Q_{\Pi\Delta,ANT}) + MI_{\Pi\Delta,ANT}$$

- ii) If Transmission Services for Reverse Flow are not provided at the Entry Point, the Interruptible Transmission Capacity for Delivery of an Entry Point $\Delta I_{\Pi\Delta,ANT}$ is:

$$\Delta I_{\Pi\Delta,ANT} = \sum Q_{\Pi\Delta}$$

where:

$\sum Q_{\Pi\Delta}$: the sum of the Confirmed Quantities of Delivery at the Entry Point

$\sum Q_{\Pi\Delta,ANT}$: the sum of the Confirmed Quantities of Delivery at the Entry Point (as Reverse Flow Exit Point)

$MI_{\Pi\Delta,ANT}$: the Transmission Capacity for Reception of the Entry Point (as Reverse Flow Exit Point)

The quantity $\Delta I_{TIA,ANT}$ and the possibility of its disposal are estimated through the statistical processing of the corresponding historical data, in accordance with a calculation methodology announced by the Operator.

Article 20^E

Booking of Interruptible Transmission Capacity for Delivery/Reception

1. With the Approved Application for Interruptible Services, the Transmission User books Interruptible Transmission Capacity for Delivery/Reception at Reverse Flow Entry/Exit Points in the Transmission System.
2. Each interested Transmission User submits to the Operator, subject to the provisions of article [109], a duly signed Interruptible Services Application, through the Electronic Information System, pursuant to the terms of the Standard Transmission Agreement. Signature, in the above sense, means digital signature. The deadline for submission is thirty (30) minutes after the announcement of the Interruptible Transmission Capacity for Delivery/Reception by the Operator.
3. During evaluation of the Applications for Interruptible Services, the Operator complies with their submission priority order.
4. The Operator decides on the Application for Interruptible Services within thirty (30) minutes from the deadline for its submission. If the Operator considers that the Application is complete and there is no reason to reject it in according to the provisions of paragraph 7, it sends the signed Interruptible Services Application (Approved Interruptible Services Application) to the applicant, via the Electronic Information System, within sixty (60) minutes from the deadline for submission of the Application. The provision of Interruptible Transmission Services by the Operator for the purposes of any Approved Application for Interruptible Services is made in accordance with the terms of the Transmission Agreement and the relevant provisions of the Network Code.
5. Each Approved Application for Interruptible Services receives a unique number (code), is duly signed by the applicant User and the Operator and is attached to the Transmission Agreement that has been concluded between the User and the Operator.
6. If a Transmission User books Transmission Capacity on an Interruptible Basis at the same Point, through more than one (1) Approved Applications for Interruptible Services, the following are defined:
 - Total Booked Interruptible Transmission Capacity for Delivery of a Transmission User as the sum of the Booked Interruptible Transmission Capacity for Delivery of the Transmission User at an Entry Point, which has been made available by means of each Application for Interruptible Services of the User and applies on this Day.
 - Total Booked Interruptible Transmission Capacity for Reception of a Transmission User as the sum of the Booked Interruptible Transmission Capacity for Reception of the Transmission User at that Reverse Flow Entry/Exit Point, which has been made available by means of each Approved

Application for Interruptible Services of the Application and applies on this Day.

7. The rejection of an Application for Interruptible Services is permitted if:
 - A) The execution of the Agreement in respect of the submitted Application prevents the Operator from fulfilling the obligations assigned to it in relation to the provision of public utility services.
 - B) There are grounds and the procedure as per the provision of Article 68, paragraph 2, case a), fifth part of the Law has been complied with.
 - C) The requested Interruptible Transmission Capacity for Delivery or Reception exceeds the available Interruptible Transmission Capacity for Delivery or Reception at that Point.
 - D) The User has not provided the guarantees required, in accordance with the provisions of Chapter 3^A.
 - E) The application is submitted by a non duly authorised representative of the Transmission User.
 - F) The deadlines laid down in the provisions of this Article are breached.

CHAPTER 2^B

DISPOSAL OF TRANSMISSION CAPACITY AT TRANSMISSION CAPACITY AUCTION POINTS

Article 20^I

Disposal of Transmission Capacity at Transmission Capacity Auction Points

1. The disposal of Transmission Capacity for Delivery/Reception on a Firm or Interruptible Basis at Transmission Capacity Auction Points will be made pursuant to the provisions of Regulation (EU) No 984/2013, exclusively through auctions conducted using the electronic platform for booking Transmission Capacity in respect of Standard Transmission Capacity for Delivery/Reception Products on a Firm or Interruptible Basis. Standard Transmission Capacity Products on a Firm Basis are offered as Bundled Transmission Capacity, except in the cases laid down in the provisions of Regulation (EU) No 984/2013.
2. The charge for the use of Transmission Capacity that has been booked through auctions at the time of commencement of provision of the respective services is calculated pursuant to the provisions of the NNGS Tariff Regulation.
3. Transmission Users have the right to participate in the auctions. Compliance with the relevant provisions of the Network Code and in particular with Articles 21G and 21I, fulfillment of the conditions for participation in the electronic Transmission Capacity booking platform and observance of the operating rules

of the electronic platform operator are a condition for participating in the auctions.

4. In addition to the requirements for the disclosure of information which are laid down in Regulation (EU) No 984/2013, the Operator will notify the Electronic Information System of:

- A) The Transmission Capacity Auction Points:

- B) The electronic Transmission Capacity booking platform which has been selected by the Operator and any detail necessary for the access of interested parties to the terms, conditions, procedures and operating rules which are specified by the operator of the electronic platform for participation in the auctions.

- C) An Auction Manual which is prepared by the Operator, is purely informative in nature and contains any information or detail that is deemed appropriate for facilitating the participation of Users in auctions.

5. Any further detail on the implementation of this article is regulated by decision of the Operator, following RAE approval, and in accordance with the provisions of Article 69(5) of the Law.

NON OFFICIAL TRANSLATION

CHAPTER 3

INTERCONNECTIONS

Article 21

Connected System Agreements

1. The Operator, in order to enhance the interoperability of the Connected Systems, the exchange of information and mutual cooperation, is entitled to enter into agreements with operators of Connected Natural Gas Systems or Users (Connected System Agreements), which determine the following:
 - A) The Entry Points at which natural gas is to be injected from and/or to the upstream Connected System or the corresponding Exit Points from which natural gas is taken from the NNGTS.
 - B) Any special provisions that govern such Entry or Exit Point.
 - C) The information process and the data to be exchanged between the Operator and the Counter-operator of the Connected System Agreement, in respect of Natural Gas Quantities and quality specifications stated by each User as transmittable through the Connected System in order to be injected to or to be received from the NNGTS.
 - D) The procedure for allocating Quantities to any such Entry or Exit Point, in accordance with the Operating Balancing Agreement (OBA) or any other agreement on the joint allocation of Quantities. The Operating Balancing Agreement or any other agreement on the joint allocation of Quantities is concluded between the Operator and the Transmission System Operator and the Operator of a Natural Gas Connected System and is an integral part of the Connected System Agreement entered into between them.
2. The Operator identifies the information contained in the Connected System Agreements, which affect Users directly, and inform them on them.
3. Before the conclusion or amendment to a Connected System Agreement which contains the rules referred to in Article 3(c), (d) and (e) of Regulation (EU) 2015/703, the Operator invites Users to submit observations on the proposed text of these rules at least two months prior to the conclusion or amendment to the agreement. In concluding or amending the Connected System Agreement, the Operator takes the Users' observations into account.
4. Connected System Agreements and any amendment thereto are notified to the RAE within 10 days from their conclusion or amendment.
5. The Operator proceeds to all actions necessary for entering into a Connected System Agreement in respect of any existing or new Entry or Exit Point. The Operator has the right to decline to conclude a Connected System Agreement if it deems that entering into such an Agreement may adversely affect the Users. The Operator shall inform RAE of the reasons for its decision.

6. Transmission Users deliver, receive Natural Gas at an Entry Point and receive Natural Gas at Entry and Exit Pointss, taking into consideration the terms of any Connected System Agreement which refers to the relevant Points. However, the absence of a Connected System Agreement does not exclude Transmission Users from delivering or receiving Natural Gas to and from the relevant Points. The Operator is responsible for informing Users about the conclusion of Connected System Agreements, providing them with all information necessary with regard to the Natural Gas delivery and reception terms of such Agreements.
7. The Connected System Agreement does not release the Transmission or LNG Users or the Operator from their obligations under the Network Code and the relevant Transmission Agreements and LNG Agreements.
8. Within two (2) months from the end of each Year, the Operator will submit a report to the RAE on the implementation of each Connected System Agreement that it has entered into, pursuant to the provisions of this article. The report will include details, in particular regarding the operation of the allocation rules included in the Agreement, characteristic movements in the operational balancing account, and cases of reception of Off-Specification gas.

NON OFFICIAL TRANSLATION

CHAPTER 3^A

GUARANTEE

Article 21^A

Obligation to render assistance

1. For the purposes of this Chapter:
 - A) Any reference to a Framework Agreement, unless otherwise specified in individual provisions of this Chapter, shall be considered as reference to the Transmission Agreement and to the LNG Agreement, as applicable, which the User has entered into with the Operator.
 - B) Any reference to a Standard Framework Agreement, unless otherwise specified in individual provisions of this Chapter, shall be considered as reference to the Standard Transmission Agreement and to the Standard LNG Agreement, as applicable, which are issued, as specified in point a) of paragraph 2 of Article 68 of the Law.
 - C) Any reference to capacity, unless otherwise specified in the individual provisions of this Chapter, will be considered to refer to Transmission Capacity for Delivery/Reception and/or to Interruptible Transmission Capacity for Delivery/Reception and/or to LNG Gasification Capacity, as applicable.
 - D) Any reference to an Application, unless otherwise specified in individual provisions of this Chapter, shall be considered as reference to a capacity booking Application which has been submitted by a User to the Operator as specified in the Framework Agreement that the User has concluded with the Operator and of the Network Code.
 - E) Any reference to an Approved Application, unless otherwise specified in individual provisions of this Chapter, shall be considered as reference to an Approved capacity booking Application which the Operator has accepted by the Operator under a Framework Agreement that it has entered into with a User.
 - F) Any reference to auctions, unless otherwise specified in individual provisions of this Chapter, shall be considered as reference to the capacity allocation auctions which are conducted in accordance with the provisions of Regulation (EU) No 984/2013.
2. Any User that enters into a Framework Agreement with the Operator is obliged to provide a guarantee for the fulfillment of its obligations to the Operator, including the obligation to pay any charges resulting from its execution and operation, in accordance with its specific terms and the relevant provisions of the Network Code.

3. The guarantee may take the forms specified in accordance with the provisions of Article 21^B.
4. Throughout the term of the Framework Agreement, the guarantee that the User is obliged to provide, must cover all its obligations to the Operator as specified in the Framework Agreement and in the provisions of this Chapter, taking into account that:
 - A) The amount and sufficiency of the guarantee shall be calculated by the Operator in accordance with the provisions of Articles 21^D and 21^E and with the Framework Agreement.
 - B) For the approval of a new capacity booking Application and for the participation of the User in capacity booking auctions, the procedure of Articles 21^F and 21^G is followed, respectively.
5. The guarantee that the User provides in order to meet its obligations under the Framework Agreement is bound by the Operator upon signature of each Approved Application, except in the case of the capacity booking auctions in which it is bound by the confirmation of the Financial Limit for Participation. In any case, the guarantee cannot be undertaken for as long as there are overdue debts of the User to the Operator.
6. Capacity booking and participation in capacity booking auctions are not permitted to a User that has not provided sufficient guarantee to meet the corresponding request in accordance with the provisions of paragraph 4. Any relevant User Request is rejected by the Operator.
7. In the event that a User fails to furnish or does not furnish on time sufficient guarantee pursuant to the provisions of this Chapter and the terms of the Framework Agreement, the Operator ceases to provide all services agreed under the Framework Agreement, without being obliged to pay any indemnity on these grounds, and is entitled to terminate the Framework Agreement on serious grounds, in accordance with its specific terms.

Article 21^B

Forms of guarantee

1. In order to meet the obligation to cover the User Minimum Guarantee Limit, the User may choose one of the following forms of guarantee or any combination thereof:
 - A) Bank Letter of Guarantee (Letter of Guarantee)
 - B) Deposit or transfer of cash to a bank account (Cash Collateral) owned by the Operator exclusively for this purpose.
2. The procedure for the provision of guarantee by the User to the Operator, the minimum requirements regarding the reliability of the provider of the above

guarantee on behalf of the User, the procedure for control by the Operator, the content of the relevant template documents, the procedure for the return of part or all of the guarantee provided by the Operator to the User and any relevant detail are specified in the Standard Framework Agreement.

Article 21^C

Reference Period

1. The Reference Period is defined as the time period, expressed in Days, during which the part of the guarantee which is calculated according to the capacity booked by means of the Approved Application is taken into account in the calculation of the User Minimum Guarantee Limit in accordance with the provisions of Article 21^D.
2. The Reference Period starts:
 - A) On Day (d) of signature of the Approved Application, if the Application is signed by 15:00 on Day (d), or
 - B) On the Day following Day (d) of signature of the Approved Application, if the Application is signed after 15:00 on Day (d),

and lasts until the third working day from the Day of full payment of all the User's debts under the concluded Framework Agreement which relate to the Month in which the provision of services to the User for the purposes of the Approved Application ends in whatever manner, as well as of any unpaid debt of any month preceding the Month in question, whether overdue or not.

3. For the purpose of implementation of paragraph 2, in the case of capacity booking at Transmission Capacity Auction Points, the Day and time of signature of the User's Approved Application is considered as the day and time of announcement of the results of the auction through which the corresponding capacity has been allocated to the User.

Article 21^D

User Minimum Guarantee Limit

1. The User Minimum Guarantee Limit is understood as the minimum amount of guarantee which any User that has entered into a Framework Agreement with the Operator is required to provide in order to meet its obligations to the Operator. The User Minimum Guarantee Limit is calculated under the specific terms of this Article as a function of:
 - A) The total capacity that the User has booked by means of one or more Approved Applications,
 - B) the amount of User charges resulting from the Gas Balancing process, and

- C) the amount which the User makes available in order to participate in capacity booking auctions.
2. The Operator calculates the User Minimum Guarantee Limit for each User that has entered into a Framework Agreement on each Day (d) on which this Agreement is in force. In the event that the Operator has entered into a Transmission Agreement and an LNG Agreement with this User, a User Minimum Guarantee Limit for the Transmission Agreement and a User Minimum Guarantee Limit for the LNG Agreement are calculated separately for that User. The Minimum User Guarantee Limit (G) of User (i) on Day (d), (G_{i, d}), in euros is calculated as follows:

$$G_{i,d} = \Sigma G_{cap,i,d} + G_{bal,i,d} + G_{auc,i,d}$$

where:

G_{cap,i,d} (in euros): The part of the guarantee which is calculated according to the capacity which is booked by means of the User's Approved Application.

$\Sigma G_{cap,i,d}$ (in euros): The sum of the G_{cap,i, d} factor for all the User's Approved Applications,

G_{bal,i,d} (in euros): The part of the guarantee that covers charges of the User arising from the Gas Balancing process, as calculated for Day (d),

G_{auc,i,d} (in euros): The part of the guarantee which the User makes available in order to participate in capacity booking auctions on Day (d).

3. The G_{cap} factor for each Approved Application is included in the calculation of the User Minimum Guarantee Limit on each Day (d) which falls within the Reference Period of the Approved Application.
4. Without prejudice to paragraph 6 the G_{bal} factor:
- A) receives a positive or zero value for every Day (d) on which the User is provided with services under one or more Approved Applications and for every Day (d) that the Reference Period for Approved Applications under which services have already been provided has not yet lapsed.
- B) Receives a zero value on each Day (d) which:
- (i) Does not fall within the Reference Time of any Approved Application, or
- (ii) Falls within the Reference Time of one or more Approved Applications but the provision of services as part of any of these Applications has not commenced.
5. Without prejudice to paragraph 6, the G_{auc} factor is calculated and included in the calculation of the User Minimum Guarantee Limit in accordance with the methodology set out in the provisions of Article 21^G.

6. In the case of an LNG Agreement, the $G_{bal,i,d}$ and $G_{auc,i,d}$ factors in the calculation of the User Minimum Guarantee Limit are set to zero (0) for each Day (d) during the term of the Agreement.
7. The methodology for calculating the amount of the guarantee for the booking of Transmission Capacity for Delivery/Reception and/or Interruptible Transmission Capacity for Delivery/Reception and for covering User charges arising from the Gas Balancing process as well as the procedure for adjusting the amount of guarantee in case of modification, pursuant to the provisions of the Network Code, of the booked Transmission Capacity are set out in the Standard Transmission Agreement. The methodology for calculating the amount of guarantee for the booking of LNG Gasification Capacity as well as the procedure for adjusting the amount of the guarantee in case of modification, pursuant to the provisions of the Network Code, of the booked LNG Gasification Capacity are set out in the Standard LNG Agreement.

Article 21^E

User Net Position

1. By 14:00 hrs on each Day (d) the Operator will, via the Electronic Information System, notify each User with which it has entered into a Framework Agreement valid on that Day, and for information purposes only, of the following:
 - A) The User Temporary Minimum Guarantee Limit on that Day.
 - B) The User Temporary Net Position on that Day.
2. The User Temporary Net Position of the User (i) on Day (d), ($TempNP_{i,d}$) in euros is calculated by the Operator as follows:

$$TempNP_{i,d} = TempGUA_{i,d} - TempG_{i,d}$$

where:

$TempGUA_{i,d}$ (in euros): The Guarantee provided by the User (i) to the Operator in relation to the specific Framework Agreement, and which is taken into account in calculating the User Temporary Net Position on Day (d) according to paragraph [3], less the part of the guarantee that has been forfeited or collected by the Operator by 13:00 hrs on Day (d) or with regard to which a procedure for reimbursement to the User (i) has been initiated, as specified in paragraph [7].

$TempG_{i,d}$ (in euros): A) The User Temporary Minimum Guarantee Limit of the User (i) on Day (d) The User Temporary Minimum Guarantee Limit is calculated according to the mathematical formula in paragraph [2] of article [21^D], in which the $\Sigma G_{cap,i,d}$ term includes all Approved Applications (Agreements), the Reference Period of which falls within Day (d) and which have been concluded with the User by 13:00 hrs on Day (d).

In the event that the Operator has entered into a Transmission Agreement and an LNG Agreement with this User, a User Temporary Net Position for the Transmission Agreement and a User Temporary Net Position for the LNG Agreement are calculated separately for that User. The User Temporary Net Position may be positive, negative or receive a zero value.

3. For the calculation of the User Temporary Net Position on Day (d) any amount provided by the User to the Operator as guarantee is taken into account, depending on the form in which it is provided, as follows:
 - A) Cash deposited or transferred to the Operator's bank account by 13:00 on Day (d).
 - B) Bank Letter of Guarantee submitted to the Operator no later than Day (d-5).
4. In the event that the User Temporary Net Position on Day (d) is negative, the User is obliged to provide the Operator, by 15:00 of Day (d), with an additional guarantee in the form of cash deposited or transferred by the User to the bank account of the Operator, in such a manner that the User Net Position for Day (d), calculated in accordance with paragraph [5], is at least reduced to zero.
5. By 15:30 hrs on each Day (d) the Operator notifies, through the Electronic Information System, each User with which it has entered into a Framework Agreement valid on that Day, of the final values of the User Net Position and of the User Minimum Guarantee Limit of Day (d). These values are valid from 15:00 on Day (d) to 15:00 on Day (d + 1) The User Net Position of the User (i) (on Day (d), , (N_{Pi,d}), in euros, is calculated by the Operator as follows:

$$N_{Pi,d} = TGUA_{i,d} - G_{i,d}$$

where:

TGUA_{i,d} (in euros): The Total Guarantee which the User (i) has submitted to the Operator in relation to the specific Framework Agreement and which is calculated as the sum of the Guarantee that has been taken into account in calculating the User Temporary Net Position on Day (d) and any additional guarantee provided by the User in the form of cash deposited or transferred by the User to the Operator's bank account from 13:00 to 15:00 on Day (d), less the part of the guarantee that has been forfeited or collected by the Operator by 15:00 on Day (d) or with regard to which a procedure for reimbursement to the User (i) has been initiated in accordance with paragraph 7.

G_{i,d} (in euros): The User Minimum Guarantee Limit of the User (i) for Day (d), calculated in accordance with the provisions of Article 21^D.

In the event that the Operator has entered into a Transmission Agreement and an LNG Agreement with a User, a User Net Position for the Transmission Agreement and a User Net Position for the LNG Agreement are calculated separately for that User.

6. If the User's Net Position on Day (d) and Day (y), which is determined to be the following working day after Day (d), is negative, , the Operator shall cease, as of Day (y+1), to provide the services agreed on by means of the Agreement and by means of any Approved Application that is valid on Day (y+1), without any obligation to pay any indemnity on these grounds. Moreover, this constitutes a significant ground for the termination of the Framework Agreement by the Operator, in accordance with its specific terms.
7. If the User Net Position on Day (d) is positive and if by this Day there are no debts of the User to the operator, whether overdue or not, the User is entitled to request from the Operator the reimbursement of part of the guarantee that it has provided, in accordance with the procedure set out in the Standard Framework Agreement. The requested part of the guarantee to be reimbursed must be less or equal to the User Net Position on Day (d). From the Day of submission of the User's request for reimbursement of the guarantee onwards, the part to reimbursed is not taken into account for the calculation of the User Net Position.

Article 21^F

Provision of guarantee for capacity booking outside Transmission Capacity Auction Points

1. In the event that a User submits to the Operator an capacity booking Application and in order for the Application to be approved by the Operator in accordance with the provisions of the Network Code, the User is obliged to ensure that when signing the Approved Application:
 - A) If the Approved Application is signed on Day (d) and prior to the publication of the User Net Position for that day, the algebraic sum of the User Net Position on the previous day (d-1), less the part of the guarantee provided for any capacity booking Approved Applications concluded after the publication of the User Net Position on Day (d-1) and by the time of signature of this Application, is higher or equal to the part of the guarantee required to be provided depending on the capacity booked by means of the submitted Application, as specified in the Framework Agreement, or
 - B) If the Approved Application is signed on Day (d) and after the publication of the User Net Position for that day, the algebraic sum of the User Net Position on Day (d), less the part of the guarantee which was provided for any capacity booking Applications concluded after the publication of the User Net Position on Day (d) and until this Application is signed, is higher or equal to the part of the guarantee required to be provided depending on the capacity booked by means of the submitted Application, as specified in the Framework Agreement
2. Otherwise, the application is rejected.

Article 21^G

Provision of guarantee for participation in capacity booking auctions

1. The condition for the User's participation in capacity booking auctions is the provision of guarantee under the Transmission Agreement which it has concluded.
2. The User Financial Limit for Participation for Day (d) is understood as the amount of money which is made available for capacity booking through auctions starting or continuing to be in progress from 16:00 on Day (d) to 16:00 on Day (d+1). The User Financial Limit for Participation is calculated according to the amount of the guarantee which the User makes available in order to participate in capacity booking auctions, in accordance with the provisions of paragraphs 4 to 8.
3. The determination of the amount of the guarantee which the User makes available in order to participate in capacity booking auctions is at its discretion and depends on the size of the offers that it intends to submit in the auctions. The economic value of the User's offers in capacity booking auctions is matched to the Financial Limit for Participation in accordance with the provisions of Article 21^H.
4. Between 11:00 and 13:30 hrs on each Day (d), the User declares to the Operator, through the Electronic Information System, that part of the guarantee (Gaucnew (d) in EUR) that it wishes to make available on Day (d)) for the calculation of the Financial Limit for Participation for Day (d). The stated value of the Gaucnew (d) term must be higher or equal to zero (0).
5. In calculating the User Minimum Guarantee Limit for Day (d), in accordance with the provisions of Article 21^D, the Operator calculates the Gauc (d) term as follows:
 - A) If the stated value of the Gaucnew (d) term is higher or equal to zero (0).
$$\text{Gauc (d)} = \text{Gaucnew (d)}$$
 - B) If on Day (d) the User has not submitted or has not submitted duly to the Operator a statement in accordance with the provision of paragraph 4, the Gauc (d) term receives a zero (0) value.
6. By 15:30 hrs on each Day (d), the Operator will confirm, through the Electronic Information System, the Financial Limit for Participation in Capacity Booking Auctions for each User that submits a nomination according to the provisions of paragraph [4], calculated according to paragraphs [7] or [8], as appropriate.
7. In the event that the User does not participate in auctions continuing after 16:00 on Day (d):
 - A) If on Day (d) the User's Financial Equity is greater than or equal to zero, the User's Financial Participation Limit for Day (d) is equal to Gauc (d).

- B) If on Day (d) the User's Financial Equity is negative, the User's Financial Participation Limit for Day (d) is equal to zero (0) and the User is not eligible to participate in auctions starting at 16:00 on Day (d) until 16:00 on Day (d+1).
8. In the event that the User participates in auctions continuing after 16:00 on Day (d):
- A) If on Day (d) the User's Financial Equity is greater than or equal to zero:
- (i) If the amount corresponding to Gauc (d) is greater than or equal to the financial value of the User's bids in the ongoing Capacity Booking Auctions, the User's Financial Participation Limit for Day (d) is equal to Gauc (d).
- (ii) If the amount corresponding to Gauc(d) is less than the economic value of the User's bids in the ongoing Capacity Commitment Auctions, the User's Financial Participation Limit for Day (d) is equal to the User's Financial Participation Limit for Day (d-1) and the User is not eligible to participate in new auctions starting from 16:00 on Day (d) until 16:00 on Day (d+1).
- B) If on Day (d) the User's Financial Equity is negative, the User's Financial Participation Limit for Day (d) is equal to the User's Financial Participation Limit for Day (d-1) and the User is not eligible to participate in new auctions starting at 16:00 on Day (d) until 16:00 on Day (d+1).
9. After the expiration of each auction, the part of the guarantee calculated on the basis of the capacity allocated to the User through the auction is taken into account in the calculation of the Minimum User Guarantee Limit added to the Gcap term from the Starting Day of the Reference Time, as set out in Provisions of Article [21^C].
10. In the event that the capacity commitment price, as set in the respective auction, differs from the charge for the use of capacity at the time of commencement of the provision of the respective services, as specifically defined in the Tariff Regulation, the part of the guarantee adjusted according to the actual charge for the use of the capacity is taken into account when calculating the Minimum User Guarantee Limit one (1) business day prior to the commencement of provision of the respective services.

Article 21^H

Managing the Financial Participation Limit

1. When each User submits a bid to an auction, a part of the User's Financial Participation Limit that is in effect at the time of submitting the bid is committed, in accordance with the provisions of paragraph [2] of Article [21^Z]. The part of the User's Financial Participation Limit reserved becomes unavailable for any

other bids submitted by the User to other auctions conducted within the time limit during which the same Financial Participation Limit applies:

- A) Until rejection, withdrawal or replacement of the User's bid with another bid, if these are provided in the terms of the auctions,
 - B) Until the expiration of the User's Financial Participation Limit, if the corresponding capacity has been allocated to the User following the User's bid.
2. Matching of the economic value of each bid that a User makes to an auction with the part of the Financial Participation Limit associated with the respective bid, if accepted in accordance with the rules for conducting auctions, is made as follows:

- A) In the case of a Standardized Transmission Capacity Product with an annual term for which the provision of the relevant services begins within the Year (Y) of the auction:

$$G_{\text{annual}, i} = 20\% \times \text{AnnualBid}_i$$

Where:

$G_{\text{annual}, i}$ (in Euro): The part of the Financial Participation Limit that corresponds to the economic value of the User's (i) bid in the auction.

AnnualBid_i (in Euro): The economic value of the User's (i) bid in the auction.

- B) In the case of a Standardized Transmission Capacity Product with an annual term for which the provision of the relevant services begins within Years (Y+1) up to (Y+14), as appropriate, from Year (Y) of the auction:

$$G_{\text{annual}, i} = 4\% \times \text{AnnualBid}_i$$

Where:

$G_{\text{annual}, i}$ (in Euro): The part of the Financial Participation Limit that corresponds to the economic value of the User's (i) bid in the auction.

AnnualBid_i (in Euro): The economic value of the User's (i) bid in the auction.

- C) In the case of an auction for a Standardized Transmission Capacity Product with a quarterly term:

$$G_{\text{quarterly}, j} = 50\% \times \text{QuarterlyBid}_j$$

Where:

$G_{\text{quarterly}, j}$ (in Euro): The part of the Financial Participation Limit that corresponds to the economic value of the User's (j) bid in the auction.

QuarterlyBid_j (in Euro): The economic value of the User's (j) bid in the auction.

D) In the case of an auction for a Standardized Transmission Capacity Product with a monthly term:

$$G_{\text{monthly},k} = 50\% \times \text{MonthlyBid}_k$$

Where:

$G_{\text{monthly},k}$ (in Euro): The part of the Financial Participation Limit that corresponds to the economic value of the User's (k) bid in the auction.

MonthlyBid_k (in EUR): The financial value of the User's (j) bid in the auction.

E) In the case of an auction for a Standardised Transmission Capacity Product of one day's duration:

$$G_{\text{daily},l} = \text{DailyBid}_l$$

Where:

$G_{\text{daily},l}$ (in EUR): That part of the Financial Participation Limit that corresponds to the financial value of the User's (l) bid in the auction.

DailyBid_l (in EUR): The economic value of the User's (l) bid in the auction.

3. In the case of Standardized Transmission Capacity Products offered as Bundled Transmission Capacity, for the application of paragraph [2], the economic value of the User's bid in the corresponding auction shall be the part of the total value of its bid attributable to the Operator, in accordance with the rules for allocating revenue from auctions between upstream and downstream operators, that are published before the auction.
4. In the event that the economic value of a bid submitted by a User is greater than the available part of the Financial Participation Limit, in accordance with paragraph [1], the User's bid is rejected.
5. In the case of simultaneous auctions, the commitment of a part of the Financial Participation Limit that corresponds to the economic value of each offer submitted by the User is made on the basis of the time order in which the bids are submitted, taking into account all the simultaneous auctions.
6. In the case of commitment of a Standardized Capacity Product with an annual term for which the provision of the relevant services starts within Years (Y+1) until (Y+14), where applicable, from Year (Y) of the respective auction, the User is required, in addition to the guarantee provided in the relevant auction under subparagraph (B) of paragraph [2], to provide the Operator with an additional guarantee equal to sixteen percent (16%) of the value of the capacity reserved in the auction, forty five (45) days before the start day of provision of the relevant services at the latest. In the case of Standardized Transmission Capacity Products offered as Bundled Transmission Capacity, for the application of this, the capacity value reserved in the auction shall be the part of the total value of the capacity attributable to the Operator, in accordance with the rules for allocating

revenue from auctions between upstream and downstream operators, that are published before the auction.

7. Every detail related to the procedure for submitting, withdrawing, replacing and rejecting bids in each auction, the eligibility criteria for bids, the calculation of the bid value for each Standardized Capacity Product, the process of informing Users about the part of the Financial Participation Limit that remains available after the end of each auction and all relevant issues shall be determined in accordance with the provisions of Chapter [2^B].

NON OFFICIAL TRANSLATION

CHAPTER 4

NNGTS OPERATION PLANNING

Article 22

Article 23

Article 24

Article 24^A

Article 25

Daily Planning

1. In the interests of the good, reliable, secure and most cost effective operation of NNGTS, the Operator establishes Daily Planning, through which there is scheduling of the operation mode of the NNGTS for every Day.
2. To this end, each Transmission User who has signed with the Operator an Approved Application for Firm Services or an Approved Application for Interruptible Services under a Transmission Agreement that has already been entered into, shall submit to the Operator:
 - Daily Natural Gas Delivery and Receipt Nomination (Daily Nomination) and/or,
 - Daily Natural Gas Delivery and Receipt Repeat Nomination (Daily Renomination),as set out in article [26].
3. In case where a Transmission User submits a statement to a Transmission Capacity Auction Point, which concerns a Bundled Transmission Capacity for Delivery/Reception with a single statement in accordance with Article [19] of Regulation 984/2013 and the Auction Handbook, the single statement is submitted in accordance with the provisions of Article [26] and attached to the Daily Statement or Daily Restatement of the User, as appropriate. The Quantities of Natural Gas contained in the single statement are not included in any other Transmission User's statement submitted in accordance with paragraph [2] of this Article.

Article 26

Submission and Content of Daily Nominations and Repeat Nominations

1. Daily Nominations and Repeat Nominations are submitted to the Operator by the Transmission Users, via the Electronic Information System, according to the template 'Daily Nomination/Repeat Nomination for Natural Gas Delivery and Reception', which is published via the Electronic Information System.
2. Transmission Users may submit Daily Nominations for a specific Day, if they have booked Transmission Capacity for Delivery/Reception on that Day by 15:00 hrs on the Day previous to the one in question (Nomination Deadline).
3. Transmission Users may submit Daily Repeat Repeat Nominations for a specific Day, if they have booked Transmission and/or Interruptible Transmission Capacity for Delivery/Reception on that Day, within the Repeat Nomination Period commencing at 17:00 hrs on the Day previous to the one in question (Renomination Period Start Time) and ending at 04:00 hrs on the Day to which they relate (Renomination Period End Time):
 - A) The Renomination Period for Repeat Nominations is divided into thirty-five (35) consecutive Renomination Cycles. The Renomination Cycle Deadline coincides with completion of the corresponding Renomination Cycles.
 - the first Renomination Cycle commences at the Renomination Period Start Time and ends at 18:00 hrs on the Day previous to the one in question,
 - the remaining Renomination Cycles are hourly, starting with expiry of the deadline for submission in the immediately preceding Renomination Cycle.
 - B) In particular for the LNG Entry Point, the Renomination Period is divided into two (2) consecutive Renomination Cycles of which:
 - the first is the period from the start of the Renomination Period until 20:00 hrs on the day previous to the Day in question, and
 - the second starts at 20:00 hrs on the previous day and ends at 15:00 hrs on the Day in question.
4. Until the expiry of the Nomination Deadline and each Renomination Cycle, Daily Nominations and Repeat Nominations may be freely modified by Transmission Users.
5. Transmission Users are required to include their EIC Code in their Daily Nominations and each Daily Repeat Nomination, and to give the Day to which they relate, as well as details of:
 - A) The total natural gas quantity that they will deliver at each Entry Point/Reverse Flow Entry Point, or their uptake from each Exit Point/Reverse Flow Exit Point. In the case of submission of a single nomination, in accordance with Article 19 of Regulation (EU) No 984/2013, the Operator will calculate the quantity for delivery/reception by the User, according to the preceding paragraph, by adding up the corresponding total quantities as per this single nomination.

- B) The total natural gas quantity that they are to deliver at the LNG Entry Point, the EIC Code and the natural gas quantity of each LNG User serving them.
- C) The total natural gas quantity that they are to deliver at the VNP, the EIC Code and the natural gas quantity of each Transmission User serving them.
- D) The total natural gas quantity that they will receive from the VNP, the EIC Code and the natural gas quantity of each Transmission User they serve.
- E) For each User of the Connected System who serves them at a Interconnection Point, the user's EIC code and the natural gas quantity that the latter will deliver to that Point.
- F) For each User of the Connected System whom they serve at a Interconnection Point, the user's EIC code and the natural gas quantity that the latter will receive at that Point.

In the event that a Transmission User submits a Daily Renomination in a Renomination Cycle, the deadline of which is between 06:00 hrs on the Day previous to the one in question, until the End of the Renomination Period, then, in the specific Renomination Cycle, for each natural gas quantity for Delivery or Reception Q_{EPI} , which corresponds to the Total Booked Transmission Capacity of the RIC according to the respective Approved Applications, the Hourly Renomination Rate ($\Omega_{PEPI_{NREC}}$) is determined as:

$$\Omega_{PEPI_{NREC}} = \frac{Q_{EPI_{NREC}} - \frac{(t_{NREC} + 2) * Q_{\Delta}}{24}}{(24 - (t_{NREC} + 2))} \left(\frac{(kWh/d)}{hr} \right)$$

Where:

NREC: is an indicator characterising the Renomination Cycle laid down in the previous paragraph.

t_{NREC} : the difference (in hours) of the start of the Day from the NREC Renomination Cycle Deadline, and

Q_{Δ} : the corresponding Confirmed Quantity for Delivery or Reception of the Transmission User, in accordance with the provisions of Article [27].

The Hourly Renomination Rate ($\Omega_{PEPI_{NREC}}$) must meet the following relationship:

$$0 \leq \Omega_{PEPI_{NREC}} \leq \frac{\Delta MI}{24}$$

- 6. The Final Daily Nomination of the Transmission User is considered to be the one submitted last, prior to the expiry of the respective deadline, and not a Daily Nomination or Renomination, as the case may be, rejected by the Operator.
- 7. In the event that a Transmission User does not submit a Daily Nomination or submits a Daily Nomination rejected by the Operator according to the provisions

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

8. Where a Transmission User does not submit a Daily Renomination in a Renomination Cycle, the last Daily Nomination or Renomination, as the case may be, submitted by the User and not rejected by the Operator, is taken to be the Transmission User's Daily Renomination for the specific Cycle, .
9. If the Transmission User's Daily Renomination, submitted in a Renomination Cycle, is rejected by the Operator according to the provisions of Article [27^B], it is assumed that the Transmission User has submitted a Daily Renomination according to said User's last confirmed quantities.
10. The Operator will electronically archive the latest Daily Transmission User Nominations and Repeat Nominations, which were submitted prior to the respective deadlines, and will keep the data on the nominated natural gas quantities in electronic and editable format, for at least five (5) years from the date on which they were submitted.

Article 27

Confirmed Quantities, Rejection of Daily Nominations/Daily Renominations

1. For the conduct of the Daily Planning process, the Operator takes into consideration the last Daily Nomination or Renomination issued by each Transmission User before the expiry of the relevant deadline, the operating restrictions of the NNGS, as well as the terms of the relevant Transmission Agreements, LNG Agreements and Approved Applications it has entered into with Users as well as any Connected System Agreements.
2. For each pair of Transmission Users (servicing/served), the sum of Confirmed Quantities of Natural Gas to be delivered to the VNP should be equal to the total Quantities of Natural Gas to be received from the VNP.
3. In the event that a Connected System Agreement is concluded at an Entry/Exit Point, a data exchange shall take place between the Operator and the Connected System Operator regarding the Daily Quantities of Natural Gas to be delivered/received at that Point, according to the Daily Nominations or Repeat Nominations of Users and the terms and conditions of the Agreement.
4. The Operator will, within two (2) hours of the expiry of the relevant deadline (Processing Period) and subject to the provisions of Article [27^B], reject the Daily Nominations and/or Daily Repeat Nominations submitted by Transmission Users. In the case of rejection of a Daily Nomination and/or Daily Renomination, the Operator will, via the Electronic Information System and within the Processing Period, issue the respective Transmission Users a rejection notice as per the template 'Daily Nomination/Renomination Rejection Notice', which is published in the Electronic Information System. The 'Daily Nomination/Renomination Rejection Notice' will include, at the minimum, the information provided for in paragraph [5] of article [26], as appropriate.
5. Within the Processing Period, the Operator will calculate the quantities of natural gas that may be received by the User, based on its Definitive Daily Nomination,

at an Entry Point/Reverse Flow Entry Point, VNP or deliver to that User at an Exit Point/Reverse Flow Exit Point, VNP (Confirmed Quantities) on the specific Day to which the Nomination refers. By means of the “Confirmed Delivery/Reception Quantities” form, according to the template published in the Electronic Information System, the Operator will inform the Transmission User by the end of each Processing Period regarding the Confirmed Quantities of natural gas, on the particular day to which the nomination refers.

6. The Operator shall apply the Minimum Quantity Rule, whereby the Confirmed Quantity for each part of the pair shall be counted as the lowest of the nominated by each member in the cases of:
 - i) a point where a Connected System Agreement has been concluded, and the Quantities of Natural Gas nominated by each part of the Serving/Served User of the Connected Network/Transmission User and vice versa, provided that there is no contrary provision in this Agreement.
 - ii) a difference between Natural Gas Quantities nominated by each serving/served part of the Transmission Users pair in the VSP.
7. In the case of Interruptible Transmission Services, the Transmission Operator shall inform the Transmission Users by sending an interruption message for the implementation of Interruptible Services in accordance with the provisions of Article [27A]. In the event of a Connected System Agreement being entered into at an Entry or Exit Point, the implementation of Interruptible Transmission Services at this Point is described in the relevant provisions of the Connected System Agreement. The interruption message is composed according to the ‘Transmission Service Interruption Message’ template, which is posted in the Electronic Information System.
8. In case of application of the provisions of article [20^{AB}] on the Buy-Back Process at an Entry Point, Exit Point, or Reverse Flow Exit Point:
 - i) The Operator will recalculate the Transmission Users’ Confirmed Quantities with regard to the volume of natural gas for Delivery/Reception at the Point where the Buy-Back Process took place, and will reduce the quantity of natural gas for delivery/reception at that Point by the volume corresponding to the Transmission User’s Buy-Back Capacity.
 - ii) Each of the Transmission Users to which the Buy-Back Transmission Capacity has been allocated will, with regard the total natural gas quantity for delivery/reception at that Point for each Renomination Round after completion of the Buy-Back Process, receive a price ranging from zero to the difference between the Transmission User’s Booked Transmission Capacity at the Point and its Buy-Back Capacity. If this is exceeded, the above difference is considered to be the equivalent of the User’s natural gas quantity for delivery/reception at that Point.
9. The Transmission User’s Confirmed Quantities are considered to be the last Quantities allocated to the User by the Operator in accordance with paragraphs 5-8 of this Article.
10. The rejection of a Transmission User’s Daily Nomination or Renomination will be specifically substantiated in the relevant notice prepared by the Operator.

11. The Operator will keep records of approvals or rejection notices with regard to Daily Nominations or Renominations submitted by Transmission System Users, as well as the Confirmed Quantities that the Operator issues, according to the provisions of this article, and will keep the data in electronic format for at least five (5) years from their submission date.

Article 27^A

Implementation of the Natural Gas Transmission Services on an Interruptible Basis

Interruptible Transmission Services included in the Transmission Users' Final Daily Nomination submissions are implemented in accordance with the following procedure:

- A) For the delivery of Natural Gas on an Interruptible Basis at an Entry Point:

Specifies the size as:

$$\Delta Q_{\Pi\Delta,\Delta} = MI_{\Pi\Delta} - \sum Q_{\Pi\Delta}$$

where:

$MI_{\Pi\Delta}$: the Transmission Capacity for Delivery of the Entry Point

$\sum Q_{\Pi\Delta}$: the sum of the quantities for Delivery at the Entry Point on a Firm Basis, according to the Transmission Users' Final Daily Nominations for that Day

If:

- i) $\Delta Q_{\Pi\Delta,\Delta} \leq 0$, the total quantity of Natural Gas to be delivered on an Interruptible Basis at said Entry Point is zero. The Operator shall notify the relevant Transmission Users by sending a corresponding interruption message in accordance with the provisions of Article [27].
- ii) $\Delta Q_{\Pi\Delta,\Delta} > 0$, the total quantity of Natural Gas that can be delivered on an Interruptible Basis at said Entry Point is equal to $\Delta Q_{\Pi\Delta,\Delta}$. The quantity $\Delta Q_{\Pi\Delta,\Delta}$ is allocated to the relevant Transmission Users in proportion to the corresponding quantity nominated in the Final Daily Nomination by each of them, according to the chronological order of approval of the respective Approved Interruptible Service Applications, and up to the maximum limit $\Delta Q_{\Pi\Delta,\Delta}$.

In the case of common approval of two or more Approved Interruptible Service Applications where the limit $\Delta Q_{\Pi\Delta,\Delta}$ is exceeded, the quantity $\Delta Q_{\Pi\Delta,\Delta}$ is allocated to the respective Transmission Users in proportion to the relevant nominated quantities in each of their Final Daily Nominations.

The Operator will notify the Transmission Users to which a quantity of natural gas is allocated for delivery on an Interruptible Basis, pursuant to the provisions of subparagraph (ii), by sending a corresponding message according to the provisions of paragraph [5] of article [27].

- B) For reception of Natural Gas on an Interruptible Basis from an Entry Point, Reverse Flow Exit Point:

The size is specified $\Delta Q_{PIA,ANT}$ as:

$$\Delta Q_{PIA,ANT} = (\sum Q_{PIA} - \sum Q_{PIA,ANT}) + MI_{PIA,ANT}$$

where:

$\sum Q_{PIA}$: the sum of the quantities for Delivery on an Interruptible Basis at the Entry Point, according to Transmission Users' Final Daily Nominations for the specific Day

$\sum Q_{PIA,ANT}$: the sum of the quantities for Reception on an Interruptible Basis at the Entry Point, Reverse Flow Exit Point, according to Transmission Users' Final Daily Nominations for the specific Day

$MI_{PIA,ANT}$: the Transmission Capacity for Reception at the Entry Point, Reverse Flow Exit Point

The total quantity of natural gas that can be received on an Interruptible Basis at said Entry Point, Reverse Flow Exit Point is equal to $\Delta Q_{PIA,ANT}$. The quantity $\Delta Q_{PIA,ANT}$ is allocated among the respective Transmission Users in proportion to the corresponding quantity nominated in their Final Daily Nominations, in chronological order of approval of the respective Approved Interruptible Service Applications, and up to the maximum limit.

In the case of common approval of two or more Approved Interruptible Service Applications where the limit $\Delta Q_{PIA,ANT}$ is exceeded, the quantity $\Delta Q_{PIA,ANT}$ is allocated to the respective Transmission Users in proportion to the relevant nominated quantities in each of their Final Daily Nominations.

The Operator shall inform the Transmission Users to whom a Natural Gas Quantity is allocated for reception on an Interruptible Basis pursuant to the provisions of this sub-paragraph, by sending a corresponding message in accordance with the provisions of paragraph 5 of Article [27].

Article 27^B

Criteria for Rejection of Daily Nominations/Renominations

The operator rejects the Transmission User's Daily Nomination or Renomination, if at least one of the following conditions applies:

- (i) The Nomination is inconsistent with the corresponding Approved Firm Service Applications, or the corresponding Approved Interruptible Service Applications.
- (ii) The Nomination does not comply with the provisions of the Network Code, particularly the provisions of articles [26], [79], and article [20^C].
- (iii) The nominated quantity for Delivery or Reception at an Entry Point/Reverse Flow Entry Point, or Exit Point/Reverse Flow Exit Point, respectively, exceeds the Total

Transmission Capacity for Delivery or Reception that the Transmission User has reserved within the framework of Approved Applications for Firm or Interruptible Services

- (iv) The Nomination is submitted by an unauthorised representative of the Transmission User
- (v) The details submitted in the Daily Nomination/Renomination are incomplete or incorrect.
- (vi) The Nomination is submitted in a format incompatible with the requirements of the Electronic Information System.

Article 28

Revision of Final Daily Nomination

1. Provided that the Operator has issued an Operational Flow Order to the Transmission User, in the following cases:
 - A) Emergency Level Crisis, in accordance with the provisions of article [65], and
 - B) Announcement of Limited Natural Gas Flow Days according to the provisions of article [65^A],

the Transmission User's Final Daily Nomination will be its Final Daily Nomination, as modified by the Operational Flow Order given to that User.

2. In case of the reception of Off-Specification Gas, the revision of the Daily Nominations of Transmission Users receiving respective written notification according to the provisions of article [41], will be carried out according to the procedure described in paragraphs [3] to [8] of this article.
3. A Revised Daily Nomination is submitted to the Operator via the Electronic Information System, as per the template 'Daily Natural Gas Delivery and Reception Nomination', at the latest three (3) hours before the end of the Day to which it refers, in accordance with article [26].
4. With the Revised Daily Nomination, the Transmission User requests the necessary modifications to the data of its Final Daily Nomination that refer only to the Entry Points/Reverse Flow Entry Points, and Exit Points/Reverse Flow Exit Points affected by the reception of Off-Specification Gas or the Limited Natural Gas Flow Day or the Emergency Level Crisis.
5. The Operator notifies Transmission Users of the Confirmed Natural Gas Quantities on the 'Confirmed Quantities for Delivery/Reception' form via the Electronic Information System, or issues a rejection notice as per the template 'Daily Nomination/Renomination Rejection Notice', as promptly as possible. The 'Daily Nomination/Renomination Rejection Notice' specifically includes the information referred to in paragraph [5] of article [26].
6. If the Transmission User submits Daily Renominations in Renomination Cycles following the issue of the Operational Flow Order, the quantities in the abovementioned Daily Renominations for quantities for delivery/reception at the Points where the Operational Flow Order has been issued must not exceed the

corresponding quantities specified in the Operational Flow Order. If they are exceeded, the Confirmed Quantities will be taken to be the respective quantities specified in the Operational Flow Order.

7. Rejection of the revised Daily Nomination is specifically substantiated in the respective notice from the Operator.
8. A Revised Daily Nomination which is not rejected by the Operator will replace the previous respective Final Daily Nomination of the Transmission User.
9. A Revised Daily Nomination may be rejected by the Operator for the reasons stated in articles [27] and [27^B].

Article 29

Daily Planning Charge

1. For each Day during which the Quantity allocated to the Transmission User, as per the provisions of Chapter [7], at an Entry or Exit Point is greater or less than the respective Confirmed Quantity for Delivery at that Entry Point/Reverse Flow Entry Point, or for Reception at the respective Exit Point/ Reverse Flow Exit Point, by more than five percent (5%) (Planning Tolerance Limit), the Operator will charge the Transmission User a Daily Planning Charge.
2. The Daily Planning Charge is calculated for each Transmission User and for each Entry and Exit Point as the product of the total excess or deficit quantities by comparison with the Planning Tolerance Limit (Daily Planning Charge Quantity), times the unit price (Unit Daily Planning Charge).
3. The Unit Daily Planning Charge is set as the equivalent of 0.3 €/1,000kWh HHV. The Unit Daily Planning Charge is determined by decision of the Operator, following approval of the RAE, according to the provisions of Article 69(5) of the Law, three (3) months prior to the beginning of every second Year.
4. Revenues from Daily Planning Charges are considered to be Basic Transmission Activity revenues and are credited to the respective account held by the Operator.
5. The Transmission User is exempt from the obligation to pay Daily Planning Charges in the cases expressly provided for in the Network Code.
6. The Invoice sent to the Transmission User for each Month is attached to the Daily Planning Charge Form, as per the template published on the Operator's website, and will reference, for each Day on which the Daily Planning Charge is imposed, at least the following details:
 - A) The Entry Point or Exit Point to which the Charge relates.
 - B) The Confirmed and Allocated Natural Gas Quantities for Delivery or Reception at that Point.
 - C) The amount of the Daily Planning Charge which relates to that Point.

CHAPTER 5

NATURAL GAS DELIVERY TO THE NNGTS

Article 30

Conditions for Natural Gas Delivery at Entry Points

1. For each Entry Point/Reverse Flow Entry Point, the Operator specifies and publishes the Natural Gas Delivery Conditions applicable at that Point, which include at least the following:
 - A) The Natural Gas Quality Specifications.
 - B) The maximum and minimum pressure for Natural Gas delivery.
 - C) The maximum and minimum Natural Gas Flow Rate through the Entry Point, as well as any limitations related to the rates of increase or decrease of Supply at the specific Point.
 - D) The information laid down in the NNGS Metering Regulation.
 - E) The configuration arrangements pertaining to the delivery of Natural Gas at the Entry Point/Reverse Flow Entry Point determined by any Connected System Agreement pertaining to this Point.
2. Transmission Users are responsible for ensuring that natural gas intended for delivery or delivered at an Entry Point/Reverse Flow Entry Point is compatible with the Natural Gas Delivery Conditions applicable to that Point.
3. The Operator is responsible for taking all actions necessary to verify that the Natural Gas Delivery Conditions are met.
4. The provisions of this Chapter apply to Reverse Flow Entry Points, exclusively for the physical delivery of Natural Gas by the Reverse Flow process, as defined in article [9^A].

Article 31

Natural Gas Delivery by Transmission Users

1. Transmission Users have the right to deliver natural gas at the Entry Point, Reverse Flow Entry Point according to Approved Firm Service and Interruptible Service Applications (Agreements) signed with the Operator, and the Network Code.
2. Transmission Users must make all possible efforts, including integration of appropriate clauses in the Agreements they conclude for performance of their activities in the natural gas sector, to ensure compliance with the Natural Gas Delivery Conditions and, particularly that the natural gas to be delivered to the Operator is subject to quality control, as well as any other relevant procedures, in order to ensure that it fulfils the Natural Gas Quality Specifications provided for by the Network Code.

3. Transmission Users are not relieved of their responsibilities related to Natural Gas delivered to Entry Points/Reverse Flow Entry Points by invoking acts or omissions by a Connected System Operator or any other legal or natural entity that has legal interests in the above.
4. In the event that, during a Day, more than one Transmission User delivers Natural Gas at the same Entry Point, it is considered that:
 - A) The Natural Gas delivered at that Point has the same delivery attributes for all Transmission Users, and
 - B) Each Transmission User delivers Natural Gas at that Point in proportion to the Confirmed Quantities for the said Day, regardless of any differences related to the reception attributes at the specific Entry Point/Reverse Flow Entry Point.

Article 32

Exemption from the obligation to Accept Natural Gas Delivery

1. The Operator has the right to refuse, in whole or in part, the delivery of natural gas by a Transmission User at an Entry Point in the following cases:
 - A) As long as the Transmission User Does not fully and properly fulfil, with or without liability, the obligation to comply with the Natural Gas Delivery Conditions at the Entry Point/Reverse Flow Entry Point, unless such failure to comply is due to the culpability of the Operator.
 - B) To the extent that the total Natural Gas Quantity delivered by the Transmission User during a Day exceeds the sum of the Total Booked Interruptible Transmission Capacity for Delivery of the Transmission User.
2. In any case of refusal to accept natural gas, the Operator notifies such refusal to the Transmission Users and Connected System Operators with have legitimate interest. In doing this the Operator must comply with the procedure laid down in the applicable legislation and with its obligation to preserve confidentiality.
3. The Operator is exempt from its obligation to accept, in whole or in part, the delivery of Natural Gas at an Entry Point, if the pressure downstream from the Entry Point, Reverse Flow Entry Point compared to the pressure upstream of that Point does not allow, in whole or in part, the passage of natural gas through this Point, given the minimum flow limits of the metering devices at the Point in question.
4. The Operator is exempt from its obligation to accept, in whole or in part, the delivery of Natural Gas at an Entry Point/Reverse Flow Entry Point if, and to the extent that, due to an Emergency Level Crisis or Scheduled Maintenance or Force Majeure event or Limited Natural Gas Flow Day, the Operator is unable to receive this quantity of natural gas.
5. The Operator is not obliged to modify the minimum operating pressure of the NNGTS near an Entry Point, in order to create natural gas flow from the Connected System to the NNGTS.

Article 33

Delivery of Off-Specification Natural Gas

1. The Operator is responsible for notifying Transmission Users when it identifies natural gas that will be available for delivery, or is in delivery, or has been delivered by Transmission Users at an Entry Point/Reverse Flow Entry Point as Off-Specification Gas, without prejudice to paragraph [3] below. The methodology for identifying Off-Specification Gas will be published by the Operator on its website.
2. Within three (3) hours of the moment that the Operator identifies natural gas that is to be available for delivery, or is in delivery, or that has been delivered by Transmission Users at an Entry Point/Reverse Flow Entry Point, as Off-Specification Gas, it must notify Transmission Users thereof via the Electronic Information System or in writing, indicating (a) the quality parameters that are outside the Natural Gas Quality Specifications and their percentage deviation, and (b) the estimated time until the parameters are restored to within the Natural Gas Quality Specifications. Within three (3) hours of the moment it is verified that the Natural Gas meets the Natural Gas Quality Specifications, the Operator will inform Transmission Users accordingly.
3. The Operator is not obliged to notify Transmission Users if the quality parameters of the Natural Gas to be delivered, or in delivery or that has been delivered at an Entry Point/Reverse Flow Entry Point are restored to within the Natural Gas Quality Specifications within a period of less than three (3) hours after the Off-Specification Gas was identified.
4. In case of delivery of Off-Specification Gas, the Operator is obliged to employ all adequate and necessary measures, to render the natural gas compatible with the Natural Gas Quality Specifications, given that this is possible without jeopardising the safe, reliable and cost effective operation of the NNGS.
5. If it is not able to bring the natural gas within specifications, the Operator has the right:
 - A) To accept the Off-Specification Gas, as long as there is no risk to the secure, reliable and cost effective operation of the NNGS.
 - B) Reduce the injection rate of the Off-Specification Gas into the NNGTS or to refuse delivery or continuation of the delivery thereof in whole or in part.
6. If the situations and actions in the above paragraph apply, the Operator will notify Transmission Users in writing, justifying the relevant decision.
7. In case of application of paragraph [5](B), Transmission Users that have signed an Approved Firm Service or Interruptible Service Application (Agreement) with the Operator that includes the relevant Entry Point/Reverse Flow Entry Point are not relieved of the obligations arising from the provisions of Chapter [8] of the Network Code.
8. The costs incurred by the Operator due to the delivery of Off-Specification Gas, includes without any limitation, the costs and expenses for:

- NON OFFICIAL DRAFT FOR DISCUSSION
- A) The purification of part or the entire Transmission System or the restoration of any other damage the Operator suffered due to the acceptance of Off-Specification Gas, or
 - B) The necessary measures taken by the Operator, so that Off-Specification Gas becomes compatible with the Natural Gas Quality Specifications.
9. Any Transmission User that discovers that the natural gas it intends to deliver at an Entry Point/Reverse Flow Entry Point is Off-Specification Gas must notify the Operator in writing accordingly.
10. If the Operator was informed in writing by Transmission Users or found, in accordance with paragraph [1], that the Natural Gas that is to be delivered at an Entry Point, Reverse Flow Entry Point is Off-Specification Gas and agreed to receive it, then it has the right to impose an Off-Specification Gas Charge on each Transmission User that delivered Natural Gas at the said Entry Point, Reverse Flow Entry Point. This Off-Specifications Gas Charge is calculated for each Transmission User as the product of the total Quantity allocated to the User, according to the procedure of Chapter [7] of the Network Code, for each Day during which Off-Specification Gas was injected to the NNGTS, multiplied by a unit price (Unit Off-Specifications Gas Charge). After payment of this amount, the Operator does not hold or retain any other requirement or right arising from this cause against the Transmission Users in question.
11. If the Operator was not notified by a Transmission User or, even though it made every effort as a prudent Operator operating in good faith, it did not realise that the natural gas intended for delivery or in the process of delivery at an Entry Point/Reverse Flow Entry Point was Off-Specification Gas, and could not take action accordingly, such that the off-specification natural gas entered the NNGTS, then each Transmission User delivering natural gas at the said Entry Point/Reverse Flow Entry Point is required to pay the Operator:
- A) The amount calculated as per paragraph [10], and
 - B) Compensation for any additional damage, including consequential damages, caused to the Operator by this event. Compensation is calculated for each Transmission User in proportion to the quantity allocated to the User according to the procedure under Chapter [7] of the Network Code, during the days on which Off-Specification Gas was injected to the NNGTS. The amount of compensation payable by each Transmission User, according to this paragraph, may not exceed the maximum limit of responsibility that is determined in the relevant Transmission Agreement entered into between the User and the Operator.
12. In order for the Operator to establish its rights for compensation from Transmission Users, as per case (B) of the previous paragraph, it will submit the respective request to Transmission Users, as promptly as possible, in which it will specifically identify the following:
- A) The Entry Points, Reverse Flow Entry Points and the Days during which there was delivery to the NNGTS of Off-Specification Gas.
 - B) The total Quantity of Off-Specification Gas that was received at each Entry Point, Reverse Flow Entry Point and any other information required to prove that the natural gas received was off-specifications.

- C) Analysis and documentation of the costs and expenses for which it is eligible to receive compensation from the Transmission Users, according also to paragraph [8].
13. The Unit Off Specifications Gas Charge is defined as the equivalent of 0.3 EUR/1,000kWh GCV. At the end of the second year after which the Network Code enters into force, the Unit Off-Specifications Gas Charge is determined by decision of the Operator, subject to approval by the RAE, according to the provisions of Article 69(5) of the Law, and thereafter three (3) months prior to the beginning of every second Year.
 14. The revenues from Off-Specifications Gas Charges are considered to be Basic Transmission Activity revenues, and are credited to the respective account held by the Operator.

Article 34

Minimum Entry Pressure Violation

1. In the event that the Operator finds, as per the procedures provisioned in the NNGS Metering Regulation, or through other expedient means, that natural gas is delivered at an Entry Point/Reverse Flow Entry Point at a pressure lower than the minimum pressure for the delivery of natural gas (Minimum Entry Pressure), then it will notify each Transmission User, with whom it has signed Approved Firm Service or Interruptible Service Applications (Agreements) that cover said Entry Point/Reverse Flow Entry Point, of this fact, via the Electronic Information System or in writing, according to the procedure described in article [33].
2. In case of violation of the Minimum Natural Gas Entry Pressure level at an Entry Point/Reverse Flow Entry Point, the Operator has the right:
 - A) To refuse, in whole or in part, to continue with natural gas delivery via this Point, or
 - B) To limit the natural gas injection rate to the NNGTS through this point, or
 - C) To take all necessary measures to prevent the violation of the Natural Gas Reception Conditions at the Exit Points of the NNGTS, as per the provisions of Chapter [6] to the Network Code.
3. If the situations and actions in the above paragraph apply, the Operator will notify Transmission Users in writing, justifying the relevant decision.
4. In case of application of paragraph 2, Transmission Users that have signed Approved Firm Service or Interruptible Service Applications (Agreements) that include the relevant Entry Point/Reverse Flow Entry Point are not relieved of obligations arising from the provisions of of the Network Code.
5. The Operator will impose a Minimum Entry Pressure Violation Charge on any Transmission User delivering natural gas at an Entry Point/Reverse Flow Entry Point where there is injection of natural gas at a pressure lower than the Minimum Entry Pressure.
6. The Minimum Entry Pressure Violation Charge is calculated for each Transmission User as the product of the total quantity allocated to the User

according to the procedure of Chapter [7] of the Network Code, for each Day during which there was injection of natural gas at the said Entry Point at a pressure lower than the Minimum Entry Pressure, times a unit price (Unit Minimum Entry Pressure Violation Charge).

7. The Unit Minimum Entry Pressure Violation Charge is set at the equivalent of 0.175 EUR/1000kWh GCV. At the end of the second year after which the Network Code enters into force, the Unit Minimum Entry Pressure Violation Charge is determined by decision of the Operator, subject to approval by the RAE, according to the provisions of Article 69(5) of the Law, and thereafter three (3) months prior to the beginning of every second Year.
8. The revenues from Minimum Entry Pressure Violation Charges are considered to be Basic Transmission Activity revenues, and are credited to the respective account held by the Operator.
9. These provisions shall not apply in case of an LNG Entry Point.

NON OFFICIAL TRANSLATION

CHAPTER 6

NATURAL GAS RECEPTION FROM NNGTS

Article 35

Natural Gas Reception Conditions at Exit Points

1. The Operator specifies the Natural Gas Reception Conditions at each Exit Point/Reverse Flow Exit Point, and publishes these conditions, which specify at least the following:
 - A) The Natural Gas Quality Specifications.
 - B) The maximum and minimum pressure for Natural Gas reception.
 - C) The maximum and minimum Natural Gas Flow Rate via the Exit Point/Reverse Flow Exit Point, as well as any limitations relating to the increase or decrease in the rate of Supply at the specific point.
 - D) The information laid down in the NNGS Metering Regulation.
 - E) The regulations related to the reception of Natural Gas at the Exit Point, Reverse Flow Exit Point, contained in any Connected System Agreement that relates to this point.
2. The Operator is obliged to ensure that the Natural Gas to be received or under reception at an Exit Point, Reverse Flow Exit Point is compatible with the Natural Gas Reception Conditions applicable for this point.
3. The Operator is obliged to take to all actions necessary to ensure that the Natural Gas Reception Conditions are fulfilled.
4. The provisions of this Chapter shall apply to Reverse Flow Exit Points exclusively for the physical reception of Natural Gas by the Reverse Flow process, as defined in Article [9^A].

Article 36

Natural Gas Reception by Transmission Users

1. Transmission Users have the right to receive Natural Gas at the Exit Point, Reverse Flow Exit Point in accordance with the Approved Requests for Firm Services, Interruptible Services signed with the Operator, and the Network Code.
2. The Transmission Users must exercise all reasonable efforts, including the integration of appropriate terms in the agreements they enter into which relate to the undertaking of their activity in the Natural Gas sector, to ensure that the Natural Gas Reception Conditions are complied with.
3. The Transmission Users are not exempted from their liability related to Natural Gas they receive at an Exit Point, Reverse Flow Exit Point by claiming acts or omissions by a Connected System Operator or any other legal or natural entity that has legal interests in the above.

4. If Natural Gas is received at an Exit Point, Reverse Flow Exit Point for use by a Customer or an operator of a Connected System or any other natural or legal entity for or on behalf of a Transmission User, then for the entire duration of such occasion it must be ensured, either by the provisions relating to substitution, in accordance with the Natural Gas Transmission Agreement, or through any other legal means, that such Customer or operator of Connected System or the natural or legal entity with legal interest, fully enters the rights and obligations attributed to the Transmission User, as per the provisions of the Network Code and the Agreement entered into between the Transmission User and the Operator. If the above are not legally ensured, the Operator is relieved from its contractual obligations. However the Transmission User's obligation to pay any charges arising from the Network Code and the Transmission Agreement is retained in all cases.
5. In the event that during one Day more Users receive Natural Gas at the same Exit Point, it is considered that:
 - A) Natural gas received at that Point has the same reception characteristics for all Transmission Users.
 - B) Each Transmission User receives Natural Gas at that Exit Point in proportion to the Confirmed Quantities for the said Day, regardless of any differentiation related to the reception attributes at the specific Exit Point.

Article 37

Users' and Operator's Obligations during Natural Gas Reception

1. The Operator is responsible for delivering to the Transmission User and the latter is responsible for receiving Natural Gas that fulfils the Natural Gas Reception Conditions at an Exit Point, Reverse Flow Exit Point.
2. The Operator is not required to deliver Natural Gas to the extent that the total Natural Gas Quantity that is received by the Transmission User during one Day exceeds the Total Booked Transmission Capacity for Reception and the Total Booked Interruptible Transmission Capacity for Reception of the Transmission User according to the Transmission Agreement it has entered into with the Operator. In this case the Operator takes the necessary measures to reduce or interrupt the Natural Gas Flow Rate at the Exit Point, Reverse Flow Exit Point, in accordance with the procedures provided for in Annex [III].
3. If there is a fault at an Exit Point, Reverse Flow Exit Point, which is not the fault of the Operator or Transmission User and which, as consequence, makes it impossible for the Operator to fulfil its obligation to deliver Natural Gas to the Transmission User, the Operator shall initiate the operations to restore the Natural Gas Flow Rate at the specific point within a maximum of five (5) hours from the moment the Operator becomes aware of the damage and it is possible to start restoration operations. If this time period is exceeded and if the Transmission User has delivered Natural Gas Quantity to the Operator for transmission, the Operator must pay the Transmission User compensation for this reason according to the terms of the Transmission Agreement entered into between them.

Article 38

Minimum Exit Pressure

1. Every Transmission User has the right to submit to the Operator a request for the determination of the minimum pressure for Natural Gas reception at an Exit Point (Minimum Exit Pressure), within the range defined in the Natural Gas Reception Conditions for the specified Exit Point.
2. The Operator shall assess each relevant request by a Transmission User and if it is possible to fulfil it, the Operator shall propose to the Transmission User that an Agreement for the Preservation of the Minimum Exit Pressure be completed, defining any price that reflects the relevant costs of the Operator.
3. The Agreement for the Preservation of Minimum Exit Pressure shall determine that the Operator is not obliged to comply with the obligation to preserve the Minimum Exit Pressure in the following cases:
 - A) The Quantity of Natural Gas received at the Exit Point, Reverse Flow Exit Point in question exceeds the Transmission User's Total Booked Transmission Capacity for Reception for the same Point.
 - B) The operational limits of the metering devices, as they are determined in the Natural Gas Reception Agreements for the Exit Point, Reverse Flow Exit Point are violated.
 - C) The Natural Gas delivery pressure at Entry Points is lower than the minimum Entry pressure for these Points, as determined in the corresponding Natural Gas Delivery Conditions.
4. The Operator is not obliged to compensate the Transmission Users with whom it has entered into an Agreement for the Preservation of the Minimum Exit Pressure, if its inability to fulfil its relevant obligations result from a change to the relevant legislation. In this case, the parties must modify the Agreement for the Preservation of Minimum Exit Pressure accordingly.
5. The Operator is not obliged to deliver Natural Gas at an Exit Point for it to be received by the Transmission User if the Natural Gas pressure in the Connected System or at the Natural Gas Reception Facility downstream from the Exit Point, Reverse Flow Exit Point, exceeds the Minimum Exit Pressure at that point.
6. Without prejudice to the provisions of paragraphs [3], [4] and [5], the Transmission User is exempted from the obligation to pay the Daily Plan Charge, if the Quantity that is allocated to him is less than the Quantity that the Transmission User had stated that it will receive, as per the provisions of Chapter [4], due to Operator's inability to comply with its obligation with regards to the preservation of Minimum Exit Pressure at this Point.

Article 39

Natural Gas Reception for compressor fuel consumption

In the event that the Natural Gas received at an Exit Point, is utilised by the Transmission User or a Customer or the operator of a Connected System, or any other natural or legal entity with legal interest and to which the Transmission User

delivers this gas, for the fuel consumption of the compressor system installed within the boundaries of the NNGS, the Operator may interrupt, with good reason, the delivery of Natural Gas to the said Exit Point, Reverse Flow Exit Point, for as long as the operation of the compressor system causes fluctuations in the pressure in the NNGS pipelines in a way that, in the Operator's opinion, endangers or hinders the operation of the NNGS, or the Reception Facilities or Connected Systems.

Article 40

Operator's access to Offtake Facilities and Connected Systems

1. The Operator has the right to access for a reasonable period and at intervals the Offtake Facilities or the Connected Systems served by the User, in order to exercise its responsibilities according to Network Code, as well as in order to verify compliance with the requirements of the relevant Transmission Agreement, or in order to establish a connection with the NNGS, in accordance with the relevant Connected System Agreements it has entered into. The Transmission User shall take all necessary measures to ensure the Operator has uninterrupted and safe access to the Offtake Facilities and Connected Systems.
2. In order to exercise the access right, as per the previous paragraph, the Operator must inform the Transmission User beforehand.

Article 41

Reception of Off-Specification Natural Gas

1. The Operator is responsible for notifying the Transmission Users when it finds, as per the procedures provisioned in the NNGS Metering Regulation or as per other expedient means, that the Natural Gas which will be available for reception, or is being received or has been received by the Transmission Users at an Exit Point is Off-Specification Gas, without prejudice to paragraph [3] below.
2. Within three (3) hours from the moment it is documented that the Natural Gas which will be available for reception or that is received or that has been received by the Transmission Users at an Exit Point, Reverse Flow Exit Point is Off-Specification Gas, the Operator informs through the Electronic Information System or the Transmission Users in writing on (a) the quality parameters that are off the Quality Specifications of Natural Gas and their deviation percentage, and (b) the estimated time until it is restored to parameters within the Quality Specifications of Natural Gas. Within three (3) hours from the moment it is documented that the Natural Gas fulfils the Natural Gas Quality Specifications, the Operator informs the Transmission Users of this fact.
3. The Operator is not obliged to inform the Transmission Users if the quality parameters of the Natural Gas to be available for reception or that is being received or that has been received at an Exit Point, Reverse Flow Exit Point, have been restored to within the Natural Gas Quality Specifications within less than three (3) hours from the time it was found that this Natural Gas was Off-Specification Gas.

4. During the period from when the Operator is informed about the reception of Off Specifications Gas at an Exit Point, Reverse Flow Exit Point, and until the Natural Gas made available for reception at that point complies with the Natural Gas Quality Specifications, the Transmission Users have the right:
 - A) To receive or continue reception of the Off Specifications Gas.
 - B) To reduce the reception rate or interrupt the reception of Off-Specification Gas.
5. Transmission Users must promptly inform the Operator of their decision, and submit a revised Daily Nomination.
6. If the Transmission Users have received natural gas that the Operator informed them was Off-Specifications Gas, then the Operator is obliged to pay the said Users an amount calculated as the product of the total Quantity allocated to Transmission Users according to the procedure of Chapter [7] of the Network Code, for each Day during which the Users received Off-Specification Gas from an Exit Point/Reverse Flow Exit Point, multiplied by the Unit Off-Specifications Gas Charge, as per the provisions of article [33] of the Network Code. After payment of this amount, the Transmission Users in question do not hold or retain any other requirement or right against the Operator arising from this cause.
7. If the Transmission Users received Off-Specifications Gas from the NNGTS and they were not informed, as per the provisions of this article, by the Operator, or did not know for any other reason that the Natural Gas availed for reception is Off-Specification Gas, then the Operator is obliged to pay to the said Transmission Users:
 - A) The amount calculated as the product of the total Quantity allocated to each Transmission User, according to the procedure in Chapter [7] of the Network Code, for each Day during which the User received Off-Specifications Gas from an Exit Point, Reverse Flow Exit Point, times the Unit Charge for Off Specification Gas as per the provisions of article [33] of the Network Code, and
 - B) Compensation for any additional damage, including consequential damages, suffered by the Transmission Users as a result of this event. The compensation due to each Transmission User by the Operator, under case B of this paragraph, may not exceed the maximum liability limit defined in the relevant Transmission Agreement.
8. In order for the Transmission User to establish its rights to compensation from the Operator, as per case B) of the previous paragraph, it will submit the relevant application to the Operator as promptly as possible.
 - A) The Exit Points, the Reverse Flow Exit Points and the Days during which it received the Off-Specification Gas from the NNGTS.
 - B) The total Quantity of Off-Specification Gas that was received at each Exit Point/Reverse Flow Entry Point and any other information required to prove that the natural gas received was off-specifications.
 - C) Details and documentary evidence of the costs and expenses for which it is eligible to receive compensation from the Operator.

9. The Operator is responsible for providing the Transmission User, following a respective request from the latter, with all the relevant information available that may be required for the Transmission User to substantiate its request as per the previous paragraph.
10. If the Transmission User did not receive natural gas in respect of which it received notification from the Operator that it was Off-Specification Gas, it is not subject to Daily Planning Charges and there is no imposition of User Tolerance Limits as per Chapter [8].

NON OFFICIAL TRANSLATION

CHAPTER 7

ALLOCATION OF NATURAL GAS QUANTITIES AT ENTRY AND EXIT POINTS

Article 42

Allocation Methodology at Entry and Exit Points

1. The total Natural Gas Quantity that was respectively delivered or received at an Entry or Exit Point, during a given Day (d), is allocated among the Transmission Users by the Operator according to the following formula (Indicative Allocation):

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

where:

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

$M\Pi^i$: The total Natural Gas Quantity that was respectively delivered or received by the total of all Transmissions Users at the Entry or Exit Point (i) on Day d, which is equivalent to the Natural Gas Quantity measured at the same Entry or Exit Point during Day d.

$\Delta\Pi_j^i$: The Natural Gas Quantity for delivery to, or reception from the Entry or Exit Point (i), respectively, on Day d, by the Transmission User (j) according to the User's Confirmed Quantities (j), as set out in article [27].

$\sum_{j=1}^n \Delta\Pi_j^i$: The sum of Natural Gas Quantities for delivery to, or reception from the Entry or Exit Point (i), respectively, on Day d, by the Transmission Users according to the Users' Confirmed Quantities, as set out in Article [27].

n : The number of Transmission Users who have booked Transmission Capacity/Interruptible Transmission Capacity for Delivery or Transmission Capacity for Reception at Entry or Exit Point (i), respectively

2. The Natural Gas Quantity $M\Pi^i$ measured in total at an Entry or Exit Point (i) may be higher (Surplus) or lower (Deficit) than the sum of the Confirmed Quantities nominated by the Transmission Users for that Point.

3. If for one Day (d) the sum $\sum_{j=1}^n \Delta\Pi_j^i$ at an Entry or Exit Point (i) of the NNGTS equals zero and the total Natural Gas Quantity $M\Pi^i$ measured at this Point differs from zero, then this quantity is allocated to the Transmission Users

proportionately, on the basis of their Total Booked Transmission Capacity for Delivery or Reception and the Total/ Interruptible Transmission Capacity for Delivery or Reception of each Transmission User at the specific Point.

4. Specifically for an Entry Point through which there is supply of Natural Gas to the NNGTS for Gas Balancing or for balancing the Operational Gas by the Operator, the total Natural Gas Quantity which was delivered or received respectively by all the Transmission Users at a specific Entry Point (i) in accordance with paragraph [1], is the difference between the Natural Gas Quantity that was measured in total and delivered to that Point during Day d and the Natural Gas Quantity that was injected to the NNGTS through this Point during the same Day for Gas Balancing or Operational Gas Offsetting by the Operator.
5. The total of the Natural Gas Quantity for Delivery or Reception at the Virtual Nomination Point (VNP) by the Transmission User, according to its Confirmed Quantities, is the respective Natural Gas Quantity for delivery or reception that is allocated by Operator to the above User at the VNP.
6. In the event of a Connected System Agreement being concluded between the Transmission System Operator and the Connected System Operator, according to the relevant provisions of article [21], the allocation of Natural Gas Quantities to the Entry or Exit Points included in this Connected System Agreement will be made in accordance with terms of the Operational Balancing Agreement or any other agreement on the common allocation of Quantities.
7. In cases where, during a specific Day (d), a Transmission User injects Natural Gas Quantities for Gas Balancing and/or Natural Gas Injections to offset Operational Gas at an Entry Point or Points of the NNGTS, solely for the purpose of calculating the Daily Deficit in User Gas Balancing, according to the provisions of article [59], these quantities will serve to reduce the quantity allocated to the above User on the specific Day at Entry Point or Points in question.

Article 42^A

Article 42^B

Article 42^C

Reverse Flow Allocation Method

1. The Indicative Allocation of Day d for all Transmission Users and all Entry/Exit Points that are both Reverse Flow Exit Points/Reverse Flow Entry Points at the same time, will be carried out, as appropriate, in accordance with the following paragraphs.
2. The total Natural Gas Quantity MI^i , as this is measured at each Entry/Exit Point on Day d and delivered by all Transmission Users, and at which on the same Day

no Transmission User performed Reverse Flow operations, is allocated by the Operator to each Transmission User, at each Entry/Exit Point, as per the procedure outlined in article [42].

3. The total Natural Gas Quantity MPI^i , as measured at each Reverse Flow Entry Point/Reverse Flow Exit Point, during Day d, and that was delivered or received only by Transmission Users performing Reverse Flow operations, is allocated by the Operator to each of the above Transmission Users, at each Reverse Flow Entry Point/Reverse Flow Exit Point, as per the procedure outlined in article [42].

4. The total Natural Gas Quantity MPI^i , as measured at each Reverse Flow Entry/Exit Point, during Day d, and at which Natural Gas Quantities were confirmed for delivery and reception according to the Confirmed Quantities of Transmission Users, is allocated by the Operator to each of the Transmission Users and Reverse Flow Entry/Exit Point, as follows:

i. In the event that at that Entry Point a total Natural Gas Quantity MPI^i was delivered on Day d, as measured at said Entry Point, including in the case of a zero reading:

a) Each Transmission User with a Natural Gas Quantity for reception at the specific Entry Point according to its Confirmed Quantities, will be allocated the Natural Gas Reception Quantity equivalent to its respective Confirmed Quantity.

b) Each Transmission User with Natural Gas Quantities for delivery to the Entry Point in question according to its Confirmed Quantities, will be allocated a Natural Gas Quantity by the Operator according to the procedure outlined in article [42], where ... MPI^i is the sum of the Natural Gas Quantity measured at that Entry Point on Day d and the sum of the Natural Gas Quantities allocated to Transmission Users according to the procedure in (i) above.

ii. In the event that, at the specific Entry Point, a total Natural Gas Quantity MPI^i was received on Day d, as measured at said Reverse Flow Exit Point:

a) Each Transmission User with a Natural Gas Quantity for delivery at the specific Entry Point according to its Confirmed Quantities, will be allocated the Natural Gas Delivery Quantity equivalent to its respective Confirmed Quantity.

In cases where the quantity of gas for Gas Balancing or Operational Gas Offsetting is delivered to the NNGTS at the Entry Point in question, the Natural Gas Quantity for allocation is either derived from the Balancing Operations, or calculated according to the provisions of article [59], respectively.

b) Each Transmission User with a Natural Gas Quantity for reception from the Entry Point (as Reverse Flow Exit Point) according to its Confirmed Quantities, will be allocated a Natural Gas Quantity by the Operator in

accordance with the procedure of article [42], where ... MPI^i is the sum of the Natural Gas Quantity measured at that Entry Point on Day d and the sum of the Natural Gas Quantities allocated to Transmission Users, in accordance with the procedure in (ii)(a) above, and the sum of the

Natural Gas Quantity allocated at that Entry Point for Gas Balancing or Operational Gas Offsetting in accordance with paragraph [4], subparagraph (ii)(a) of this article.

5. The total Natural Gas Quantity MIT^i , as measured at each Reverse Flow Exit/Entry Point, during Day d, and at which Natural Gas Quantities were confirmed for delivery and reception, according to the Confirmed Quantities of Transmission Users, is allocated by the Operator to each of the Transmission Users and Reverse Flow Exit/Entry Point, as follows:
 - i. In the event that at that Exit Point a total Natural Gas Quantity MIT^i was received on Day d, as measured at said Exit Point, including in the case of zero reading:
 - a) Each Transmission User with a Natural Gas Quantity for delivery at that Exit Point, in accordance with its Confirmed Quantities, shall be allocated a Natural Gas Delivery Quantity equal to the respective Confirmed Quantity of the User.
 - b) Each Transmission User with Natural Gas Quantities for reception at that Exit Point according to its Confirmed Quantities, will be allocated a Natural Gas Quantity by the Operator in accordance with the procedure outlined in article [42], where ... MIT^i is the sum of the Natural Gas Quantity measured at that Exit Point on Day d and the sum of the Natural Gas Quantities allocated to the Users as per subparagraph (i)(a).
 - ii. In the event that at that Exit Point a total Natural Gas Quantity MIT^i was delivered on Day d, as measured at said Reverse Flow Entry Point:
 - a) Each Transmission User with a Natural Gas Quantity for reception at the specific Entry Point according to its Confirmed Quantities, will be allocated the Natural Gas Reception Quantity equivalent to its respective Confirmed Quantity.
 - b) Each Transmission User with Natural Gas Quantities for delivery to the Exit Point (as Reverse Flow Entry Point) according to its Confirmed Quantities, will be allocated a Natural Gas Quantity by the Operator as per the procedure outlined in article [42], where ... MIT^i is the sum of the Natural Gas Quantity measured at that Exit Point on Day d and the sum of the Natural Gas Quantities allocated to Transmission Users, in accordance with the procedure outlined in subparagraph (ii)(a).

Article 42^D

Allocation Methodology at Distribution Network Exit Points

1. By the third (3rd) business day of each Month, any Transmission User operating at a Exit Point to Distribution Network (DNEP) will present a nomination to the NNGS Operator indicating the Distribution Network Users that it has served downstream of the Distribution Network Exit Point during each Day of the immediately preceding Month.

2. During the Initial Allocation stage, the provisions of paragraph [3] of Article [43] of the Code shall apply.
3. By the fifth (5th) business Day of the Month (M+1), the NNGS Operator will issue to Distribution Network Operators, the following information regarding the Distribution Network Exit Points from which it initiates the Distribution Network operated by each of them, in electronic and editable form, for each Day of the Month (M):
 - (i) The total Natural Gas Quantity measured at Distribution Network Exit Points,
 - (ii) the Transmission Users activated at a Distribution Network Exit Point in accordance with their Approved Transmission Service Applications, and
 - (iii) for each of the Transmission Users, activated at a Distribution Network Exit Point, the Distribution Network Users they serviced.
4. By 10:00 hrs on the ninth (9th) working day of the Month (M+1), each Distribution Network Operator will send the NNGS Operator details of the Natural Gas Quantity corresponding to each of the Transmission Users (i) active at a Distribution Network Exit Point, for each Day (d) of Month (M), $Q_i^{d,M}$, based on the gas quantities allocated to Distribution Users serviced by each Transmission User. The distribution of these quantities will be carried out by each Distribution Network Operator in accordance with the methodology defined in the Distribution Network Administration Code and will take into account in particular (a) the available measurements for the Distribution Network Final Customers, and (b) a coefficient for distribution of Unaccounted Natural Gas Quantity among Distribution Network Users, as defined in the Distribution Network Management Code, based on historical data, and in a manner that is objective, impartial and transparent. In the event that a Distribution Network Operator does not dispatch the Natural Gas Quantity that is assigned to a Transmission User (i), this is considered to be zero. In each case and at each Exit Point to Distribution Network, the sum of the Natural Gas Quantities assigned to the Transmission Users operating at the Distribution Network Exit Point should be equal to the Natural Gas Quantity measured in the Distribution Network Exit Point. If it is found that the sum of the quantities assigned to the Transmission Users is not equal to the measurement in the Distribution Network Exit Point, the NNGS Operator will notify the Distributor Network Operator(s) involved, who must send the Natural Gas Quantities, immediately and at the latest by the end of the ninth (9th) working Day, for each Transmission User so that they can be accounted for in the measurements at the Distribution Network Exit Point (DNEX). Communication between the NNGS Operator and the Distribution Network Operators will be carried out by fax or email.
5. By the tenth (10th) working day of the Month (M+1), the NNGS Operator will prepare the Final Allocation for each Transmission User and for each Exit Point to Distribution Network, considering the Transmission User Reception Amount
 - (i) on Day (d), which will be the Natural Gas Quantity $Q_i^{d,M}$ provided to the NNGS Operator by the Distribution Network Operator for the specific Day, according to the preceding paragraph.

In the event that for any reason the sum of the Natural Gas Quantities $Q_i^{d,M}$ as ultimately provided by the Distribution Network Operator for that Day in accordance with paragraph 4 is not equal to the measurement at the Distribution Network Exit Point, then the Reception Quantity of each Transmission User (i) activated at the Distribution Network Exit Point on Day (d) $Q_i^{d,M}$ will be calculated by the NNGS Operator in proportion to the measured Natural Gas Quantity and the Confirmed Quantity of each Transmission User as described in articles [42] and [43] of the Network Code.

6. If for any Day (d) the sum of the Natural Gas Quantities sent by the Distribution Network Operator is zero, the allocation of the measured quantity at the Distribution Network Exit Point, as described in the relevant provisions of Chapter [7] of the Network Code, is applied in proportion to the Confirmed Quantities of Users.
7. Reallocation agreements such as those provided for in paragraph [5] of Article [43] of the Code may not be concluded between Transmission Users who receive quantities of natural gas at a Distribution Network Exit Point.

Article 43 **Allocation Procedure**

1. By 14:00 hrs on Day d+1, the Operator will notify Transmission Users of the results of the indicative allocation for Day d, and for each Entry Point/Reverse Flow Entry Point or Exit Point/Reverse Flow Exit Point included in each Approved Firm Service or Interruptible Service Application signed with the Operator, via the Electronic Information System, in accordance with template 'Indicative Allocation of Natural Gas Quantities', which is published on the Operator's website.
2. The Indicative Allocation of Natural Gas Quantities includes in particular the following information for Points where the Transmission User is active:
 - A) The Natural Gas Quantity that the Transmission User was to deliver per Entry Point, per Reverse Flow Entry Point and to receive per Exit Point, per Reverse Flow Exit Point according to its Confirmed Quantities.
 - B) The Natural Gas Quantity, measured per Point and Exit Point (Measured Quantity per Point).
 - C) The sum of the Natural Gas Quantities that the Transmission Users were to deliver per Entry Point/Reverse Flow Entry Point and to receive per Exit Point/Reverse Flow Exit Point according to its Confirmed Quantities.
 - D) The Natural Gas Quantity allocated to the Transmission User per Entry Point, Reverse Flow Entry Point, Exit Point, Reverse Flow Exit Point included in the Approved Applications for Firm Service, Approved Applications for Interruptible Services, signed with the Operator (Distributed User Quantity).
 - E) The difference between the Confirmed and Allocated User Quantity.

- F) The Natural Gas Quantity delivered by the Transmission User to all Entry Points, Reverse Flow Entry Points where it is active.
- G) The Natural Gas Quantity received by the Transmission User at all Exit Points, Reverse Flow Exit Points where it is active.

In the data transmitted by the Operator to the Transmission Users during the Indicative Allocation Stage include any justified Balancing Actions performed on Day d, according to the provisions of Chapter [8]. For the calculation of the Operator does not take into consideration any metering faults, as these are determined according to the provisions of the NNGS Metering Regulation.

3. By the fifth (5th) working Day of each Month, the Operator will issue to each Transmission User and for each Entry Point/Reverse Flow Entry Point, and Exit Point/Reverse Flow Exit Point included in the respective Approved Firm Service and Interruptible Service Applications (Agreements) signed with the Operator, details of the Initial Allocation for each Day of the immediately preceding Month via the Electronic Information System, according to the template 'Initial Allocation of Natural Gas Quantities', which is published on the Operator's website and includes, in particular, the information as per paragraph [2] of this article. The calculation of Initial Allocation is performed according to the methodology of articles [42] and [42^C]. In this case magnitude MII refers to the total Quantity of Natural Gas that was measured at the Entry or Exit Point on each Day of the Month in question, and was verified according to the provisions of the NNGS Metering Regulation.
4. By the seventh (7th) working Day of each Month, Transmission Users may submit justified objections to the Initial Allocation of any Day of the immediately preceding Month to the Operator. These objections are also accompanied by the relevant documentary proof.
5. The Transmission Users served by specific Exit or Entry Point may agree, for a given Day, on a quantities allocation, different to the Initial Allocation for this point. This agreement is established in writing and is communicated to the Operator by the ninth (9th) Day of each Month. The Operator accepts the allocation proposed by the Transmission Users provided that:
 - A) There is allocation of the total Quantity of Natural Gas (MII) which was measured at the given Exit Point on the particular Day.
 - B) The proposed allocation is not detrimental to, and does not constitute discrimination against, the rest of the Users and does not influence the operation of the NNGS negatively.
6. The Operator conducts the Final Allocation taking into consideration the Initial Allocation, any objections from Transmission Users on the Initial Allocation, and any eventual agreements by Transmission Users for a different allocation, according to the provision of the previous paragraph, as well as the provisions of article [42^D]. By the tenth (10th) working Day of each Month, the Operator will issue details of the Final Allocation, via the Electronic Information System, to each Transmission User and for each Entry Point/Reverse Flow Entry Point or Exit Point/Reverse Flow Exit Point included in the relevant Approved Firm Service or Interruptible Service Application, signed with the Operator, for each Day of the immediately preceding Month, according to the template 'Final Allocation of Natural Gas Quantities', which is published in the Operator's web-

site and includes, in particular, the information as per paragraph [2] of this article. The Operator does not bear any responsibility with regards to the acceptance or non-acceptance of the Final Allocation which may be different from the Initial Allocation of any User.

7. The Natural Gas Quantities that according to the Final Allocation of a Day are delivered to the NNGTS by a Transmission User for the entire number of Entry Points, Reverse Flow Entry Points and the VNP that it uses, constitute the Daily Delivery of the Transmission User. The Natural Gas Quantities that according to the Final Allocation of a Day are received by a Transmission User for the entire number of Exit Points, Reverse Flow Exit Points and the VNP that it uses, constitute the Daily Reception of the Transmission User.
8. The sum of the Natural Gas Quantities which according to the Final Allocation for one Day are supplied to NNGTS by a Transmission User at the total of all Entry Points and Reverse Flow Entry Points at which it operates and of the Natural Gas Quantities, which according to the Final Allocation for a Day, are received by the Transmission User at all Exit Points and Reverse Flow Exit Points where it operates is the Transmission User Transmitted Natural Gas Quantity.

NON OFFICIAL TRANSCRIPTION

CHAPTER 8

GAS BALANCING

Article 44

Operator's Authority for Gas Balancing

1. The Operator ensures in any case the balance between Natural Gas deliveries and receptions in the Transmission System by the Transmission Users (Gas Balancing), taking into account the losses and stored quantities of Natural Gas on the Transmission System, aiming to the reliable, secure and effective operation thereof.
2. The Operator takes all measures it deems necessary for restoring lack of Gas Balancing in the Transmission System (Balancing Action), in order to ensure in any case the reliable, safe and effective operation thereof. In order to proceed to a Balancing Action, the Operator takes into consideration mainly the prevailing pressure levels of the Transmission System and the LNG stock, the ability to store Natural Gas to the System and the concurrent existence of positive and negative lack of balancing of the users.
3. The Operator maintains a record and informs the Transmission Users through the Electronic Information System for each Balancing Action to which it proceeded, with detailed information on the reasons they considered the Action in question necessary, its nature, the Natural Gas Quantity concerned, as well as the cost, immediately after this information becomes available and, in any case, with the monthly balancing settlement according to article [55].
4. The Operator will recover, via the special Balancing Settlement Account, which it keeps as per article [56] of the Network Code, each expense incurred for Gas Balancing purposes.
5. The Operator publishes a detailed report on an annual basis regarding the operation of the NNGS, compiled in accordance with the provisions of Article 68(2)(g) of Law 4001/2011, containing data on the cost, frequency and quantity of the balancing actions undertaken.

Article 45

Operator's Responsibility for Operational Gas Offsetting

1. Operational Gas, for a given period of time, is defined as the Natural Gas Quantity calculated as the sum of a) the Natural Gas Quantity consumed during operation of the NNGTS within a particular time period (Own-consumption of Natural Gas), and b) the Natural Gas Quantity naturally lost during operation of the NNGTS over the specific time period, particularly due to leaks in metering and pressure adjustment devices (Natural Losses of Natural Gas).

2. The Operator is responsible for compensating Operational Gas levels in the NNGTS. Natural Gas injections that the Operator undertakes in order to compensate for Operational Gas are not considered to be Balancing Actions.
3. Within the framework of its responsibilities, the Operator makes every effort to minimise Operational Gas requirements.

Article 46

Annual Gas Balancing Planning and Operational Gas Compensation Balancing

1. By May 1st of each Year the Operator will submit to the RAE:
 - A) An Annual Gas Balancing Plan for the next Year, which, together with each modification thereof, will be approved by the RAE and published at the Operator's responsibility.
 - B) A Study of Operational Gas Offsetting in the next Year, which, together with each modification thereof, will be approved by the RAE and published at the Operator's responsibility.
 - C) Proposal with regards to the NNGS capacity booked by the Operator for Gas Balancing or Operational Gas Offsetting, as per the provisions Article 71(3) of the Law.
2. Annual Gas Balancing Planning, specifically includes: (a) Forecasts of the Operator for the development of Natural Gas demand per category of Customers, with regard to the existing Transmission Capacity of the Transmission System, (b) Forecasts regarding the necessary quantities of natural gas for gas balancing purposes, such as the total annual Balancing Gas Quantity, the estimated allocation thereof during the Year, maximum Supply and maximum Daily Balancing Gas Quantity and (c) determination of the required characteristics of the Balancing Agreement or combination of Balancing Agreements that the Operator needs to conclude.
3. For planning purposes, the Operator will take into particular consideration the NNGS Development Plan, the total demand for natural gas serviced via the NNGTS, the geographical distribution of consumption, elimination of technical limitations affecting the operation of the System and, especially any event that has led, or may lead, in its estimation, to congestion, Emergency Level Crises, denial of access, as well as the maintenance requirements of sections of the NNGS, existing Transmission Agreements and LNG Agreements, and the Connected System Agreements entered into.
4. The Operational Gas Offsetting Study of the NNGTS includes: a) the methodology for calculating Operational Gas in the Transmission System and particularly natural loss, b) a forecast regarding necessary quantities of natural gas required during the next Year for compensation of Operational Gas and (c) determination of the required characteristics of the Agreement or combination of Operational Gas Compensation Agreements that the Operator needs to conclude.
5. For conduct of the Operational Gas Offset Study, the Operator takes into particular consideration the international practices and methodologies for determination of losses in Natural Gas Systems, the loss coefficients per type of

equipment, natural gas consumption per type of equipment used for the operation of the NNGTS, and the NNGTS Maintenance Plans.

Article 47

Gas Balancing Agreements

1. The Operator, within the framework of its responsibilities, according to the provisions of Article 68(2)(c) of the Law, may enter into agreements with Users or third parties for the supply and delivery to the NNGTS or the sale and receipt from it of Natural Gas Quantities, within the framework of the carrying out of Balancing Actions by the Operator (Gas Balancing Agreements).
2. The Gas Balancing Agreements are entered following approval by RAE of the Annual Gas Balancing Planning, either following a relevant competition conducted by the Operator, or according to the provision of paragraph [1], Article 91 of the Law.
3. The Gas Balancing Agreements specify particularly: (a) The rights and obligations of the contracting parties, (b) the obligation of the counter-parties of the Operator to adapt the Supply as per which they deliver or receive Natural Gas to and from the NNGTS, according to the Operator instructions, in the framework of Balancing Actions and (c) the price to be paid by the Operator or his counter-party, depending on the case, for the Quantity of Natural Gas received, according to the terms of the Agreement and within the framework of the Balancing Action.
4. The Gas Balancing Agreements that relate to the supply and delivery of Natural Gas Quantities to the NNGTS, may provide the payment by the Operator to the counter-party of the unit price applied to the Natural Gas Quantity that is delivered to the NNGTS and which may be modified regularly during the Year, as well as a fixed price, payable once or at installments, which corresponds to the fixed expenses of the counter-party for the availability of natural gas for Balancing, according to the terms of the Agreement.

Article 48

Gas Balancing Cost

1. At the latest, within thirty (30) days from the signature of the Gas Balancing Agreements, the Operator shall submit to RAE:
 - A) Copies of these Agreements.
 - B) The parameters entering the definition of the unit price, according to the Gas Balancing Agreement, as well as the methodology for regular readjustment thereof during the year, provided this applies, as well as any other unit charge applicable on the Natural Gas Quantity delivered to the NNGTS for balancing purposes.
 - C) The fixed price that may be eventually paid to the other contracting party, according to the Gas Balancing Agreement, as well as any other fixed charge and the allocation methodology thereof to the Transmission Users.

- D) The cost for the usage by the Operator of the NNGTS or of an LNG Facility or of a Storage Facility of the NNGS for Gas Balancing purposes and the mode of allocation of such cost to the Transmission Users.
- E) The methodology for the calculation of the Daily Balancing Gas Price (DBGP).
2. In the event that the duration of the Gas Balancing Agreements exceeds one (1) Year, the Operator submits to RAE any modification of the elements of paragraph [1] above, at the latest six (6) Months prior to the beginning of the Year to which such elements refer.
 3. Within thirty (30) days from the date of submission of the data, RAE decides with regards to the approval of the prices related to the parameters that enter the calculation of unit price, the allocation mode of the fixed price and of the NNGS Usage Costs for Gas Balancing purposes to the Transmission Users, as well as the methodology for the calculation of the Daily Balancing Gas Price (DBGP).
 4. The fixed charge that corresponds to each Transmission User, according to the approved allocation methodology, is billed according to the provisions of article [55].

Article 49

Unaccounted Natural Gas Quantity (UFG)

1. The Unaccounted Natural Gas Quantity or Unaccounted For Gas (UFG) during a time period is defined as the Natural Gas Quantity that arises due to the uncertainty in the determination of measured and calculated volumes of the balance of quantities in the NNGTS and is calculated according to the following formula:

$$UFG = Q_{in} - Q_{out} - Q_L - C - \Delta A\pi$$

Where:

Q_{in} : The measured Natural Gas Quantity that was delivered at the Entry Points, Reverse Flow Entry Points of the NNGTS, during the relevant time period.

Q_{out} : The measured Natural Gas Quantity that was received at the Exit Points, Reverse Flow Exit Points of the NNGTS, during the relevant time period.

Q_L : The Natural Losses of Natural Gas, as calculated by the Operator during the relevant time period.

C : The Private Consumption of Natural Gas, as it was measured by the Operator, during the relevant time period.

$\Delta A\pi$: The fluctuation in stored Natural Gas Quantities in the NNGTS (Pipe Stock Change), which is defined as the difference of the Natural Gas Quantities that were stored in the NNGTS at the end of the time period in question minus the Natural Gas Quantities that were stored in the NNGTS at the beginning of the said period of time, as determined by the Operator.

2. The UFG volume may have positive, negative or null value. A negative UFG value is taken to be the Natural Gas Quantity virtually injected into the NNGTS.

A Positive UFG value is taken to be the Natural Gas Quantity that was virtually taken from the NNGTS.

3. The methodology for the calculation of the unaccounted quantity of natural gas is published at the Operator's responsibility, with particular focus on the methodology for the calculation of pipe reserve changes and the methodology for the estimation of natural losses of natural gas.
4. The Operator calculates the Unaccounted Natural Gas Quantity (Unaccounted For Gas) each Month. The Unaccounted Natural Gas Quantity is allocated on each Day of the previous Month proportionally to the Transmitted Natural Gas Quantities per Day under the provisions of paragraph [8] of article [43], for all Users.

Article 50

Daily Gas Imbalance of a User

1. Each Transmission User makes all possible efforts to balance, on a Daily basis, the Daily Natural Gas Delivery to the NNGTS, as defined in Chapter [7], with the Adapted Daily Reception of Natural Gas from the NNGTS.
2. The Adapted Daily Reception of the Transmission User is defined to be the sum of the Daily Reception of Natural Gas of the User, as determined in Chapter [7], and of the Unaccounted Quantity of Natural Gas that is allocated to the Transmission User during the same Day.
3. The Daily Gas Imbalance of a Transmission User (DGI) is calculated for each Day, according to the following formula:

$$DGI = Q_{\Pi} - (Q_A + UFG_U)$$

Where:

Q_{Π} : The Daily Delivery of the User.

Q_A : The Daily Reception of the User.

UFG_U : The Unaccounted Quantity of Natural Gas that is allocated to the User during the corresponding Day.

4. The magnitude of UFG_U is calculated according to the following formula:

$$UFG_U = UFG_d \cdot (Q_{\Delta} / \Sigma Q_{\Delta})$$

Where:

UFG_d : The Unaccounted Natural Gas Quantity (UFG) of the NNGTS during Day d, to which the DGI calculation refers.

Q_{Δ} : The Transmitted Natural Gas Quantity of the Transmission User on Day d, to which the DGI calculation refers.

ΣQ_{Δ} : The Transmitted Natural Gas Quantity of all NNGTS Users on Day d, to which the DGI calculation refers.

5. The Daily Gas Imbalance is considered positive (Daily Surplus) when the Daily Delivery is greater than the Adapted Daily Reception, and negative (Daily

Deficit) when the Daily Delivery of the Transmission User is smaller than the Adapted Daily Reception.

6. The Operator, at the stage of Indicative Allocation, informs the Transmission Users on the estimated allocation to them of the Unaccounted For Gas and on the estimated Daily Gas Imbalance of them.

Article 51

Tolerance Limits of User

1. Each Day, during which the absolute value of the Daily Gas Imbalance, expressed as a percentage of the Maximum Daily Quantity of Natural Gas of a Transmission User, exceeds the allowed Tolerance Limits (TL), as these are specified in this article, the User is considered to be Out of Tolerance Limit. In this case and depending on whether the User DGI is positive or negative, the User is considered Out of Positive Tolerance Limit or Out of Negative Tolerance Limit, respectively.
2. Tolerance Limits as determined as follows:
 - A) \pm ten percent ($\pm 10\%$) until the Transmission System Operator commissions the balancing platform.
 - B) \pm five per cent ($\pm 5\%$) from the commissioning of the balancing platform and until 31 December 2017.
 - C) \pm three per cent ($\pm 3\%$), from 1 January 2018 to 31 December 2018.
 - D) Zero percent (0%) from 1 January 2019 onwards.
3. Any Day during which the Transmission User, according to his Daily Delivery, does not deliver to the Entry Point nor receives, according to his Daily Reception, from the Exit Point Natural Gas from the NNGTS, the Tolerance Limits are not applied.
4. In the event that during one or more successive Days, the absolute value of the difference between the Quantity of Natural Gas delivered at the Entry Points, Reverse Flow Entry Points, VNP of NNGTS and the Quantity of Natural Gas received from the Exit Points, Reverse Flow Exit Points, VNP of NNGTS, for the account of a Transmission User, as a percentage of Maximum Daily Quantity of Natural Gas the Transmission User exceeds the Tolerance Limits, as these are defined above and the Operator reasonably deems that this User imbalance influences or is expected to influence the reliable, secure and effective operation of the NNGTS, and/or the achievement of the Confirmed Quantities of other Transmission Users, then the Operator may, additionally to the Balancing Actions, proceed to the limitation or total interruption of Natural Gas Injection to the NNGTS, or of the reception of Natural Gas from the NNGTS for the User, in accordance with the procedures of Annex [III]. The relevant Operator's decision shall be communicated to RAE.

Article 52

Daily Settlement of Negative Daily Gas Imbalance Quantities

1. Within the framework of Daily Settlement of Negative DGI, the Operator calculates the Daily Gas Imbalance as a percentage of the Maximum Daily Quantity of Natural Gas of the Transmission User.
2. If the Daily Gas Imbalance as a percentage of the Maximum Daily Quantity of Natural Gas of the User is within the Tolerance Limits, then the Operator debits the Balancing Account of the Transmission User with an amount equal to:

$$\text{Daily Charge} = A\pi(\text{DGI}) \bullet (\text{DBGP})$$

3. If the Daily Gas Imbalance as a percentage of the Maximum Daily Quantity of Natural Gas of the Transmission User is out of Tolerance Limits, then the Operator debits the Balancing Account of the User with an amount equal to:

$$\text{Daily Charge} = [A\pi(\text{TL}) \bullet \text{Maximum Daily Quantity of Natural Gas} + [A\pi(\text{DGI}) - A\pi(\text{TL}) \text{Maximum Daily Quantity of Natural Gas}] X] \bullet (\text{DBGP})$$

Where:

X: Daily Charge Coefficient for Out of Tolerance Limits and which receives value according to the following table:

$[A\pi(\text{DGI}) / \text{Maximum Daily Quantity of Natural Gas}] (\%)$	Coefficient X
Y% up to and including 10%	1.10
Greater than 10% and up to and	1.30
Greater than 30%	1.50

4. The term $A\pi()$ represents the absolute value of the representation within the parenthesis and the term Y, the applicable Tolerance Limit in accordance with paragraph 2 of Article 51.

Article 53

Daily Settlement of Positive Daily Gas Imbalance Quantities

1. Within the framework of the Daily Settlement of Positive Daily Gas Imbalance Quantities, the Operator calculates the Daily Gas Imbalance as a percentage of the maximum Daily Quantity of Natural Gas of the Transmission User.
2. If the Daily Gas Imbalance as a percentage of the maximum Daily Quantity of Natural Gas of the Transmission User is within the Tolerance Limits, then the Operator credits the Balancing Account of the User with an amount equivalent to:

$$\text{Daily Credit} = A\pi(\text{DGI}) \bullet (\text{DBGP})$$

3. If the Daily Gas Imbalance as a percentage of the maximum Daily Quantity of Natural Gas of the Transmission User is outside the Tolerance Limits, then the Operator credits the Balancing Account of the User with an amount equal to:

$$\text{Daily Credit} = [A\pi(\text{TL}) \cdot \text{Maximum Daily Quantity of Natural Gas} + [A\pi(\text{DGI}) - A\pi(\text{TL}) \cdot \text{Maximum Daily Quantity of Natural Gas}] \cdot 0.70] \cdot (\text{DBGP})$$

4. The term $A\pi()$ represents the absolute value of the expression in parenthesis.

Article 54

Prolonged Gas Imbalance

1. In the event that the absolute value of a Transmission User's DGI as a percentage of the Maximum Daily Quantity of Natural Gas exceeds the User's Tolerance Limit for four (4) or more consecutive Days (Prolonged Gas Imbalance), for the calculation of the Daily Charge and the Daily Credit in accordance with articles [52] and [53] respectively, the Operator may linearly reduce the Tolerance Limit of such User from the second to the fourth consecutive Day such a way that the fourth consecutive Day it equals zero. The User's Tolerance Limit is assumed to be zero for the entire continuous period, exceeding four (4) days, during which the DGI of the Transmission User exceeds the permitted Tolerance Limit that has been determined in accordance with the provisions of article [51].
2. Adjustments to Prolonged Gas Imbalance are suspended during Emergency Level Crises and Force Majeure events.

Article 55

Monthly Balancing Settlement

1. Each Month the Operator calculates the total debit or credit amount of the Transmission User, as the algebraic sum of the Daily Debits or Credits of the User for each Day of the previous Month, as they are calculated according to articles [52], [53] and [54] respectively, plus any fixed charges which correspond to the User.
2. The settlement of the debit or credit remainder of the User is performed by means of the invoice issued by the Operator each Month, according to the Transmission Agreement entered into by the User with the Operator. The Monthly Balancing Settlement Form is attached to the invoice sent to the User each month, as per the template published on the Operator's website.
3. The Monthly Balancing Settlement Form includes specifically, for each Day of the Month to which it refers, the following data:
 - A) The Daily Delivery of the User.
 - B) The Daily Reception of the User.
 - C) The User's Daily Gas Imbalance (DGI).
 - D) Maximum Daily Quantity of Natural Gas of the User.

- E) The ratio of the DGI to the Maximum Daily Quantity of Natural Gas of the User.
- F) The Daily Price of Balancing Gas (DPBG)
- G) The Unaccounted Quantity of Natural Gas that is allocated to the User during the corresponding Day.
- H) The charge for DGI which relates to the credit or debit amount of the User for every Day of the Month.

Article 56

Balancing Settlement Account

1. The Operator keeps a separate account (Balancing Settlement Account), in which it debits all his expenses related to balancing, basically including any cost resulting from Gas Balancing Actions or for Operational Gas Offsetting or for the booking of Transmission Capacity, Gasification Capacity to the NNGS, as well as in accordance with the agreements entered for Gas Balancing, Operational Gas Offsetting, and credits this account with the amounts collected by users during the procedures of Daily DGI Settlement, Monthly Balancing Settlement and Monthly Settlement of Operational Gas Offsetting. The said Account includes also special Balancing Settlement Accounts for each user containing the debits and credits corresponding to that user. The Balancing Settlement Account of a particular Year is recorded as an expense and each User's debt to the Operator related to Gas Balancing, where the User, in its capacity as a natural or legal person, is subject to dissolution, bankruptcy, liquidation, special administration, default, and in case of revocation of the authorisation for the establishment of the same or other authorisation required to lawfully carry on its business activity and if, in that Year, this debt was deleted from the financial statements of the company as a receivable. The amount entered in the Balancing Settlement Account is the difference between the User's initial Gas Balancing Account and the amount received in any way by the Operator from the User.
2. Under the reservation of the case of paragraph [1], article [58], in the Balancing Settlement Account there is also debiting of any type of Operator expenses related to Operational Gas Offsetting while there is crediting of the amounts collected by the Transmission Users during the procedure of the Monthly Settlement of Operational Gas Offsetting.
3. The Balancing Settlement Account should be balanced at the end of each Year. To this effect, the net balance of the said Account shall be balanced with additional credit or debit to the Transmission Users, in proportion to the Transmitted Natural Gas Quantity of each Transmission User during the Year.
4. The cost for the usage by the Operator of the NNGTS or an LNG Facility, or a Storage Facility for Gas Balancing and Operational Gas Offsetting reasons, is debited to the Balancing Settlement Account as an expense and it is credited, via suitable accountant documents, as income in the corresponding Basic Activity account kept by the Operator.

5. At the request of the RAE to the Operator, the Operator shall commission an independent auditor or audit firm, which is registered in the Public Registry of Auditors held by the Accounting and Auditing Supervisory Commission, to audit the Balancing Settlement Account.
6. For this purpose, the Operator shall instruct an independent auditor or audit firm to examine and control the special Balancing Settlement Account and the following information, namely:
 - A) the Operator's Gas Balancing actions.
 - B) the charges for the Operator's spending of any kind that results from a Balancing Action, to offset Operational Gas, and for the booking of Transportation Capacity and Gasification Capacity in NNGS for gas balancing purposes and balancing of Operational Gas.
 - C) information collected by the Operator for the preparation of the Monthly Balancing Settlement forms and the Monthly Settlement of Operational Gas Offsetting sent to Transmission Users under Articles [55] and [60].
 - D) amounts received by the Operator from the Transmission Users via the Monthly Balancing Settlement and the Monthly Settlement of Operational Gas Offsetting.
7. When the data has been examined and the audit of the special Balancing Settlement Account is complete the independent auditor or audit firm shall prepare Audit Report on the Balancing Account on behalf of the Operator and shall send this to RAE. A Summary of Audit Report shall be posted on the Operator's website for Transmission Users' information.

Article 57

Operational Gas Offsetting Agreements

1. The Operator may enter one or more agreements for the supply and delivery of Operational Gas to the NNGTS (Operational Gas Offsetting Agreements). These agreements are entered either after a relevant competition carried out by the Operator or according to the provision of paragraph [1], article 91 of the Law.
2. The supply of a Quantity of Natural Gas for the balancing of Operational Gas may also be performed through the Gas Balancing Agreement. In this case, the Natural Gas Quantities supplied by the Operator for Gas Balancing and Operational Gas Offsetting, as well as the corresponding price are entered clearly in the Gas Balancing Agreement.
3. The Operator submits to RAE copies of the Operational Gas Offsetting Agreements, at the latest within thirty (30) days from their signature.

Article 58

Operational Gas Offsetting cost

1. In case that the cost of Operational Gas Offsetting of NNGTS is co-calculated as an operational expense of the Operator, in the NNGS Usage Tariff, then the Operator does not charge the Transmission Users for the recuperation of this cost.
2. In case that the cost for the balancing of Operational Gas of the NNGTS has not been included, as an operational expense of the Operator in the NNGS Usage Tariff, this cost is recovered from the Transmission Users, according to article [60].

Article 59

Injection and Allocation of Operational Gas Quantities

1. The injection of Natural Gas in the NNGTS in order to offset Operational Gas is performed either by the Operator or by its counter-party in the Operational Gas Offsetting Agreement (Supplier of Operational Gas), provided that he is also a Transmission User.
2. At the beginning of every Month the Operator calculates the Natural Gas Quantity that required for Operational Gas Offsetting during each Day of the immediately previous Month (Daily Delivery of Operational Gas).
3. To calculate the Daily Delivery of Operational Gas, the Operator uses, in particular, the following:
 - A) Data on the measuring of Operational Gas Quantity per Day, especially for the consumption of Natural Gas for operating the equipment of the Transmission System.
 - B) Estimates of the Operational Gas Quantity, on a daily basis, especially for losses in measuring devices and pressure control equipment.
 - C) Estimates of the Operational Gas Quantity, on a monthly basis. In this case, the breakdown per Day of the estimated monthly Operational Gas Quantity is realised in proportion to the Transmitted Natural Gas Quantities, per day, of all Users.
4. For the implementation of the allocation methodology of the Quantity of Natural Gas at the Entry Points from which there is injection of Operational Gas to the NNGTS, the Daily Delivery of Operational Gas is allocated to each Entry Point from which there was injection of Operational Gas to the NNGTS proportionally to the total Quantity of Natural Gas that was measured at this Point on the Day in question.

In the case where at the Entry Points the total Natural Gas Reception Quantities with the Reverse Flow process is not zero, for the allocation of the Daily Operational Gas Delivery at these Points, the total quantity to be delivered to the above Entry Points according to Transmission Users' Confirmed Quantities following the implementation of the provisions of Chapter [4].

5. The Operator is required to publish monthly data for the Natural Gas Quantity injected into the NNGTS per Entry Point for the purposes of Operational Gas Offsetting.

Article 60

Monthly Operational Gas Offset Settlement

1. At the end of each Month, the Operator:
 - A) Allocates the Daily Delivery of Operational Gas for each Day of the Month in question to the Transmission Users, in proportion to the Transmitted Natural Gas Quantity of each Transmission User on the corresponding Day.
 - B) Calculates the total Natural Gas Quantity to offset Operational Gas allocated to each Transmission User, according to case (A) during the Month in question.
 - C) Calculates and charges each Transmission User with the proportional Operational Gas Offset Charge.
2. The Operational Gas Offset Charge is defined as the product of the total quantity of natural gas used for Operational Gas Offsetting that was allocated to each Transmission User during said Month, and the Unit Operational Gas Offset Charge. The Unit Operational Gas Offset Charge is determined by decision of the Operator subject to approval by the RAE, according to the provisions of Article 69(5) of the Law. Submission of the Operator's proposal to the RAE will take place no later than thirty (30) days after the conclusion of the Operational Gas Offset Agreements. The Unit Operational Gas Offset Charge is determined in such a way that fixed and variable costs incurred by the Operator to compensate for NGTS Operational Gas can be covered.
3. The settlement of the debit remainder of each User is performed with the invoice issued by the Operator each Month. The Monthly Operational Gas Offset Settlement Form is attached to the invoice sent to the User each month, as per the template published on the Operator's website.
4. The Monthly Operational Gas Offset Settlement Form sets out, for each day of the month to which it refers, the following information:
 - A) The Daily Delivery of the User.
 - B) The Daily Reception of the User.
 - C) The Transmitted Natural Gas Quantity of the User.
 - D) The Daily Delivery of Operational Gas.
 - E) The Allocated Quantity of Operational Gas.
 - F) Unit Operational Gas Offset Charge.
 - G) The Operational Gas Offset Charge.

CHAPTER 9

MEASUREMENTS AND TESTS

Article 61

NNGS Metering Regulation

The procedure and method for measuring the quantity and quality of Natural Gas that is delivered at an Entry Point or received from an Exit Point, or injected in an LNG Facility, or stored in an LNG Facility or other Storage Facility, the operation, calibration, minimum precision specifications and the control and test procedures for metering devices, the procedure for User access to metering devices, the settlement of disputes between the Users and the Operator with regards to measurements, as well as any other relevant issue, are defined in the Metering Regulation, which is established as per the provisions of the Article 69(3)(1) of the Law (NNGS Metering Regulation).

Article 62

Rights and obligations of Users and Operator

1. The measurements of any volume at an Entry Point/Reverse Flow Entry Point, or Exit Point/Reverse Flow Exit Point, or LNG Facility, or Storage Facility are performed exclusively by the metering stations provided for in the NNGS Metering Regulation for the specific point or facility.
2. Users and their Customers have joint rights of access to the metering stations of the NNGS that serve them. Such access right must be reasonably exercised, as per the procedure provisioned in the NNGS Metering Regulation. During exercise of such access right there must be employment of the necessary measures in order not to impede the regular operation of the Connected Systems or Reception Facilities, not to cause damage to the equipment and not to jeopardize the reliable, secure and efficient operation of the NNGS.
3. The Operator is responsible to provide the Users with all information with regards to the measurements related to the points that concern them. The Operator provides the above information in a manner that ensures the confidentiality of commercial transactions.

CHAPTER 10

CRISIS IN NNGS AND LIMITATIONS ON NATURAL GAS TRANSMISSION

Article 63

Crisis in NNGS

1. Crisis is defined as any event which leads or may lead to Crisis Level 1 (Early Warning Level), a Crisis Level 2 (Alert Level), or a Crisis Level 3 (Emergency Level) as defined in the Emergency Plan.
2. Crisis Levels affect or may affect the smooth operation of the Greek Natural Gas market and/or its safe supply, as defined in Regulation 994/2010, and hinder or may impede the regular implementation of obligations and the exercise of the rights of the Users and the Operator, according to the provisions of the Network Code.
3. The Operator's Crisis Management Unit (CMU) is responsible for detecting, announcing and evaluating the Crisis level and also for prompt resolution in accordance with the provisions of the Emergency Plan.
4. The CMU prepares and monitors the supply and demand balance in the NNGS. To this end, it collects and evaluates information and data that must be provided by Users and Managers of Upstream Systems. The supply and demand balance is compiled over a seven (7) day period and is continuously updated by the CMU, taking into account the available data and measures taken.
5. Communication between the Operator and the Involved Parties on any matter relevant to the Crisis is carried out via their authorised representatives, according to the provisions of the Emergency Plan.

Article 64

Early Warning and Alert Levels

1. If there is an Early Warning Level Crisis, the Operator evaluates the data provided on this by the Involved Parties, as defined in the Emergency Plan in order to prevent the Level of Crisis being upgraded.
2. To respond to an Alert Level Crisis, as defined in the Emergency Plan, measures based solely on the market are taken in order to prevent the situation deteriorating and becoming an Emergency Level Crisis.
3. Users must immediately execute any order issued by the Operator when there is an Early Warning Level Crisis or an Alert Level Crisis. Orders issued by the Operator during an Early Warning Level Crisis or an Alert Level Crisis and actions taken by Users in compliance with these orders do not violate the terms of the

Transmission Agreements, Interruptible Basis Transmission Agreements or LNG Agreements, concluded with the Operator.

4. During an Early Warning Level Crisis or an Alert Level Crisis the financial obligations of Users, in accordance with the terms of the Transmission Agreements, Interruptible Basis Transmission Agreements or LNG Agreements concluded with the Operator, are not suspended.
5. If, during an Early Warning Level Crisis or an Alert Level Crisis, an LNG User submits to the Operator, a request to redefine the LNG Discharge Time or LNG Quantity, which is to be injected in the LNG Facility, in accordance with paragraph [10] of Article [67], the User will not pay the Application for Re-determination of Final Monthly LNG Plan Fee.
6. During an Alert Level Crisis, Tolerance Limits (TL) as defined in article [51] of the Network Code are set to plus or minus two percent ($\pm 2\%$).

a) If the Daily Gas Imbalance as a percentage of the Maximum Daily Quantity of Natural Gas of the User is within the Tolerance Limits, then the Operator debits the Balancing Account of the Transmission User with an amount equal to:

$$\text{Daily Charge} = A\pi(\text{DGI}) \bullet (\text{DBGP})$$

b) If the Daily Gas Imbalance as a percentage of the Maximum Daily Quantity of Natural Gas of the Transmission User is out of Tolerance Limits, then the Operator debits the Balancing Account of the User with an amount equal to:

$$\text{Daily Charge} = [A\pi(\text{TL}) \bullet \text{Maximum Daily Quantity of Natural Gas} + [A\pi(\text{DGI}) - A\pi(\text{TL}) \text{Maximum Daily Quantity of Natural Gas}] \bullet X] (\text{DBGP})$$

Where:

X: Daily Charge Coefficient out of Tolerance Limits, and which receives value according to the following table and

Y: the applicable Tolerance Limit in accordance with paragraph [2] of article [51].

[Aπ(DGI)/ Maximum Daily Quantity of Natural Gas] (%)	Coefficient X
2% up to and including Y%	3
Greater than 30%	4

The Operator maintains a separate financial account (Emergency Action Account) to which he credits the amounts collected by the Transmission Users during an Alert Level Crisis. The amounts accruing to the Emergency Action Account, subject to a decision by the RAE, are either used to finance actions provided for in the Preventive Action Plan, or are taken into account when calculating recoverable amounts according to the Tariff Regulation.

7. When the Alert Level Crisis ends, the Operator draws up a report on the incident, which includes:
 - A) A description of the Crisis situation and the reasons that caused it.

- B) The measures taken.
- C) An estimate of demand not met during the Crisis, if reception was reduced or interrupted as a measure to manage the Crisis.
- D) An estimate of the Operator's financial obligations as a result of the measures taken.
- E) Data on the credits accrued to the Emergency Operations Account per Transmission User.

Within one [1] month from the end of the Alert Level Crisis, the Operator will submit the report on the incident to the RAE.

Article 65

Emergency Level / Interruption in delivery and reception of Natural Gas

1. When there is an Emergency Level Crisis, the Operator may issue Operational Flow Orders, in accordance with paragraph [3] of this article and the Emergency Plan, in order to ensure the smooth, reliable and safe operation of NNGS and meet remaining demand, and in particular demand from Protected Consumers.
2. In the case of an Emergency Level Crisis, measures not supported in the market may be taken, according to the provisions of this article, the Emergency Plan, and Regulation 994/2010.
3. An Operational Flow Order is the Operator's order to the Transmission Users, during an Emergency Level Crisis or a Limited Natural Gas Flow Day. An Operational Flow Order is issued during an Emergency Level Crisis with the aim of addressing the crisis and returning the NNGS to normal operation. Each Transmission User must comply immediately with the Operational Flow Order issued by the operator.
4. Via the Operational Flow Order, the Operator may, inter alia, request that Transmission Users:
 - A) Reduce or suspend natural gas reception at Exit Points/Reverse Flow Exit Points or to modify the delivery of Natural Gas at Entry Points/Reverse Flow Entry Points.
 - B) Modify the Final Daily Nominations submitted as per the provisions of Chapter [4] of the Network Code, in relation to the Natural Gas Quantity to be delivered at Entry Points/Reverse Flow Entry Points or received at Exit Points/Reverse Flow Exit Points, up to the maximum limit stated in the Operational Flow Order.
5. The reduction or interruption of Natural Gas reception at Exit Points, Reverse Flow Exit Points in the case of an Emergency Level Crisis, is carried out in accordance with the interruption process in Annexes [2], [3], [4] and [5] of the Emergency Plan and Annex [III] of the Network Code, and the Priority Shutdown List in Annex [1] of the Emergency Plan.

6. Users must execute every command issued by the Operator in case of an Emergency Level Crisis immediately, including in particular Operational Flow Orders. Orders issued by the Operator issued during an Emergency Level Crisis and actions taken by Users in compliance with these orders do not violate the terms of the Transmission Agreements, Interruptible Basis Transmission Agreements or LNG Agreements, concluded with the Operator.
7. If, during an Emergency Level Crisis, an LNG User submits to the Operator, a request to redefine the LNG Discharge Time or LNG Quantity, which is to be injected in the LNG Facility, in accordance with paragraph [10] of Article [67], the User will not pay the Application for Re-determination of Final Monthly LNG Plan Fee.
8. During an Emergency Level Crisis the financial obligations of Users according to the terms of the Transmission Agreements or LNG Agreements concluded with the Operator are not suspended. Transmission Users are not subject to the Daily Plan Charge and the User Tolerance Limits under Chapter [8] of the Code and Article [64] of the Code are not applied.
9. In the case of an Emergency Level Crisis the Operator draws up a report on the incident, which includes:
 - A) A description of the Crisis situation and the reasons that caused it.
 - B) The measures taken.
 - C) An estimate of demand not met during the Crisis, if reception was reduced or interrupted as a measure to manage the Crisis.
 - D) An estimate of the Operator's financial obligations as a result of the measures taken.

Within ten [10] days from the end of the Emergency Level Crisis, the Operator will submit a report on the incident to the RAE.

Article 65A

Limited Natural Gas Flow Day

1. A Limited Natural Gas Flow Day means each Day on which the flow of Natural Gas in NNGTS is reduced or is expected to be reduced due to natural or managerial constraints, in particular because of faults, or Maintenance works, or because of a scheduled intervention in NNGS or linked systems, for reasons which do not constitute a Crisis as defined in the Emergency Plan and article [63].
2. The operator will announce the occurrence or expected occurrence of a Limited Natural Gas Flow Day via the Electronic Information System.
3. The operator, during or in anticipation of a Limited Natural Gas Flow Day, may issue an Operational Flow Order, which is intended to manage or prevent the Limited Natural Gas Flow Day. The operator, may, through the Operational Flow Order, request the Transmission Users:

- A) To reduce or suspend Natural Gas reception at Exit Points/Reverse Flow Exit Points or to modify the delivery of Natural Gas at Entry Points/Reverse Flow Entry Points.
- B) To modify the Final Daily Nominations they submit as per the provisions of Chapter [4] of the Network Code, in relation to the Natural Gas Quantity to be delivered at Entry Points/Reverse Flow Entry Points or received at Exit Points/Reverse Flow Exit Points, up to the maximum limit stated in the Operational Flow Order.

Each Transmission User must comply immediately with the Operational Flow Order issued by the Operator.

- 4. During the Limited Natural Gas Flow Day, the various obligations of the Operator and the Transmission Users and the operators of Connected Systems and any other natural or legal person having a legitimate interest in accordance with the Network Code and the relevant Transmission Agreements. During the Limited Natural Gas Flow Day Transmission Users are not subject to the Daily Planning Charge and the User Tolerance Limits under Chapter [8] do not apply.
- 5. The Operator is not required nor obliged to compensate for any of the measures taken in accordance with the provisions of this article. The Operator, as part of its responsibilities, will make every effort to prevent a Limited Natural Gas Flow Day being announced or, if this is not possible, to mitigate its consequences.
- 6. If during any year at least one Limited Natural Gas Flow Day or a succession of such days is declared, except in the case where the nomination is due to limitations in Connected Natural Gas Systems, the Operator will prepare a Report on the Limited Natural Gas Flow Days. The report describes (a) the reasons for the reduction in Transmission Capacity, (b) the measures taken and reasons for the choices made and an assessment of their effectiveness, (c) measures and actions to prevent the occurrence of similar situations in the future. The Report is submitted to RAE within thirty (30) days after the end of the year. Users are entitled to receive information on the report.

Article 65B

Compulsory Gasification of LNG Quantities solely for the Service of Protected Consumers

- 1. For each Day where a NNGS Crisis has been declared in accordance with the procedures of Chapter [10], Transmission Users are required to inform the Operator of the total estimated amount of natural gas received relating to Protected Customers served per Exit Point on this Day, as specified in the Emergency Plan. The Operator shall be informed at the time of submission of the Daily Statements and Restatements in accordance with the provisions of Chapter [4].
- 2. During Day (d) of Emergency Crisis, the Operator shall make obligatory gasification of quantities of Liquefied Natural Gas from the Users' Daily LNG

Reserve, as provided for in paragraph [7] of Article [73] of the Law. Compulsory gasification takes place during a Day if the following applies cumulatively:

- (A) the Operator does not have sufficient LNG reserves for Balancing purposes during Day (d) and
 - (B) Operational Flow Orders have been issued by the Operator following the relevant decisions of the Crisis Management Team, which concern all Unprotected Consumers in accordance with the provisions of the Emergency Plan and
 - (C) the supply of all Protected Consumers is not ensured in accordance with the provisions of the Emergency Plan.
3. The Operator shall indemnify the LNG Users for the quantities that have been obligatorily gasified from their Daily Reserve, with the Daily Price of Balancing Gas of the last Day on which the Operator maintained Gas Balancing reserves before making an obligatory gasification of LNG Users, under the provisions of this Article, to the exclusion of any further compensation due to it for any other positive or negative damage to the LNG User.
4. The LNG quantity that has been obligatorily gasified on Day (d) by the Operator is allocated to those LNG Users having a reserve at the end of the preceding Day (d-1) according to the following formula:

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

where,

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

Q_d the quantity that was obligatorily gasified on Day d of the Emergency Crisis in accordance with paragraph [7] of Article [73] of the Law. The quantity Q_d is calculated as the difference between the Natural Gas quantity measured at the LNG Entry Point on Day d and the total Natural Gas Quantities to be delivered to the LNG Entry Point, in accordance with the Confirmed Quantities of the Transmission Users relating to that Day, decreased by the size of the Balancing Gas reserve on Day d. In the case where the quantity calculated above Q_d is less than or equal to zero, the quantity is considered to be nil.

$HA Y'_{i,d}$ The Daily LNG User Reserve on Day d-1, less the Natural Gas Quantities delivered at the LNG Entry Point for the service of Transmission Agreements in accordance with the User's Confirmed Quantities for Day d, and after the provisions of Chapter [10] have been applied.

ⁿ The number of LNG Users with a LNG Reserve on Day d-1.

5. The Operator calculates the Daily LNG Reserve of LNG Users on Day d ($HAY_{i,d}$) in paragraph [2] of Article [77] of the Code by adding the LNG quantity ($Q_{i,d}$) to the LNG quantity gasified on behalf of User (i) on Day d (AP_i, d).
6. For Transmission Users for which mandatory gasification of Liquefied Natural Gas quantities has taken place in order to serve Protected Consumers in accordance with the provisions of this Article, a Natural Gas Quantity received at the Exit Points from which these Protected Consumers are served is allocated, in accordance with the relevant provisions of Chapter [7]. For the implementation of the relevant provisions of Chapter [7] in the case of the preceding paragraph, the nominated Natural Gas Quantities to be received at the above Exit Points shall be considered to be the Quantities of Transmission Users referred to in paragraph [1].
7. For the Transmission Users of the previous paragraph, for Day d the Natural Gas Quantity delivered at the LNG Entry Point, equal to their Confirmed Amount at that Point, is allocated for that Day.
8. The provisions of Chapter [8] apply to Transmission Users of paragraphs [6] and [7].

NON OFFICIAL TRANSLATION

CHAPTER 11

LNG FACILITY ADMINISTRATION AND RENDERING OF SERVICES

Article 66

Basic LNG Service

1. The Operator is responsible to offer to the Users, as per the special terms and conditions of the Network Code, the Basic LNG Service, in the most cost effective, transparent and direct manner, without discriminations amongst Users.
2. The Basic LNG Service is provided for LNG amounts and includes the following:
 - A) The LNG Uploading which consists of the Mooring of an LNG vessel, the Injection of LNG and the disengagement of the LNG Vessel.
 - B) The offer to the LNG User of storage area in the LNG Facility for the interim storage of LNG (Temporary LNG Storage).
 - C) The gasification of LNG Quantity and the following injection thereof in the Transmission System via the LNG Entry Point.
 - D) The performance of necessary measurements as well as any action necessary for the effective, secure and cost effective operation of the LNG Facility, in the framework of the provision of the services stated in the above points (A) to (C), according to the Network Code.
3. For the provision by the Operator of the Basic LNG Service, the LNG Facility Usage Request must be submitted on behalf of the User and approved by the Operator (Approved LNG Request), in accordance with the relevant provisions contained in the LNG Agreement and the Code.
4. For the provision of the Basic LNG Service, the LNG Users pay to the Operator the charges according to the NNGS Usage Tariff, as well as any other charge applicable according to the provisions of the Network Code and the provisions issued under authorization by the Law.
5. The LNG Users undertake any cost related to the secure docking, mooring, stay at the dock and departure of the LNG vessels that they use.
6. A LNG Vessel may transport, either as an alternative or additionally, the following, for uploading in the LNG Facility,
 - A) One or more LNG quantities on its own behalf
 - B) Two or more LNG quantities on behalf of two or more LNG Users
 - C) LNG Balancing Gas Quantity
7. The Basic Service is provided separately per LNG Quantity. If two or more LNG Quantities are transported on one LNG Vessel, at the stages of Mooring of the LNG Vessel and the Detachment of the LNG Vessel under case A) of paragraph 2

are carried out once and relate to the entire LNG quantity which is being uploaded.

8. The Basic Service is not provided for Balancing LNG Quantities
9. If an LNG vessel is transporting two or more LNG Quantities and/or LNG Balancing Quantities, the LNG Users and the owner of the Balancing LNG, irrespective of whether it is an LNG User, decide on a joint representative and are represented by that person for the purposes of article 67 and 68. LNG Users under the current paragraph may also be represented by the joint representative for the purposes of Monthly and Yearly Plans under articles 81 to 87

Article 67 **LNG Uploading**

1. The LNG Uploading Time is defined to be the time period of two (2) Days, availed by the Operator for the beginning and completion of the procedures of mooring, LNG Uploading and departure of each LNG vessel.
2. The LNG Upload Day of each LNG Quantity is defined to be the first Day of the Upload Period. The LNG Upload Day is determined according to the Monthly LNG Planning Procedure, as per the provisions of article [84].
3. Seventy two (72), forty eight (48), twenty four (24) and twelve (12) hours before the scheduled LNG Upload Day, the LNG User or its authorised representative notifies the Operator of the expected arrival time of the LNG vessel.
4. The LNG User or its authorised representative submits to the Operator a Notice of Arrival at the Dock, at the moment when the LNG vessel of the LNG User is found at the predetermined by the Operator point in the sea area of the LNG Facility (Pilot Station) and provided that the LNG User has regulated each relevant issue with the responsible port authorities. In the event that the LNG vessel is transporting a LNG Quantity of two or more LNG Users, then the Notice of Arrival at the Dock is submitted by the authorized representative of those Users accordance with paragraph [9] of Article [66].
5. The mode and the procedure of communication between the Operator and the LNG vessel of the LNG User, the technical issues related to the approach of the LNG vessel, its Mooring and Departure and any relevant detail are defined in the LNG Facility Procedures Manual which is established by the Operator and is published on its website.
6. Following the secure mooring and Attachment of the LNG vessel, the LNG User or its authorised representative and the Operator will co-sign the Notice of Readiness to Discharge. In the event that an LNG vessel is transporting LNG Quantities of two or more LNG Users, the Notice of Readiness to Discharge is signed by their authorised representative, appointed as per article [66], paragraph [9]. The Notice of Readiness to Discharge relates to all LNG Quantities being transported by the LNG Vessel for injection into the LNG Facility.

7. The LNG Injection Time is defined as the intervening period, expressed in hours, from the signature of the Notice of Readiness to Discharge to the completion of LNG Quantity Injection at the LNG Facility. In case that Balancing LNG is transmitted with the LNG Quantity, the LNG Injection Time is calculated as the product of the total time, expressed in hours, from the signature of the Notice of Readiness to Discharge to the completion of Injection of LNG Quantity(s) and the Balancing LNG Quantity at the LNG Facility, multiplied by the ratio of the Nominated LNG Quantity to the sum of the Nominated LNG Quantity plus the Nominated Balancing Quantity.
8. In the case that the LNG User exceeds the LNG Uploading Time availed, the Operator charges the LNG User with an LNG Uploading Time Violation Charge, as long as there is cumulative concurrence of the following: (a) this violation on LNG User's part obliged the Operator to postpone mooring or LNG Uploading by an LNG vessel of another LNG User, which was scheduled, according to the Final Monthly LNG Plan, and was confirmed through the submission of the corresponding Notice of Arrival at the Port, within the time period during which the first User exceeded the LNG Uploading Time and (b) there is no occurrence of Force Majeure for the LNG User that exceeded the LNG Uploading Time.
9. The LNG Uploading Time Violation Charge is calculated as the product of the integer number of hours in excess of the LNG Uploading Time, times a unit price (Unit Charge for LNG Uploading Time Violation). The Unit Charge for LNG Uploading Time Violation is defined to be equal to one thousand five hundred (1500) €/hour. Following completion of the Year following the Year of Network Code implementation, the Unit Charge for LNG Uploading Time Violation is determined by a decision of the Operator followed by approval of RAE, according to the provision of paragraph 5, article 69 of the Law, three (3) months before the beginning of each second Year. The income from the LNG Uploading Time Violation Charge is deemed Basic LNG Activity income and is credited to the corresponding account kept by the Operator. In the event that an LNG Vessel is transporting two or more LNG quantities, the Operator determines the number of hours in excess for each User by multiplying the integer number of hours in excess of LNG Uploading by the ratio of the Nominated LNG Quantity of the LNG User to the total of the Nominated LNG Quantity. In the event that the Balancing LNG is transported by a LNG User, for that LNG User, the ratio is the sum of the Nominated LNG Quantity of the LNG User and Nominated Balancing Quantity to the sum of the Nominated LNG Quantities LNG and the Nominated Balancing Quantity
10. If an LNG vessel is expected to sail into the LNG Facility, prior to the scheduled, as per the Final Monthly LNG Plan, Uploading Day or after the lapse of the scheduled LNG Uploading Time or in the case where the LNG Quantity or the LNG Quantities of the LNG User which is to be injected in the LNG Facility exceeds or falls below the Nominated LNG Quantity of the LNG User by a percentage greater than the LNG Planning Tolerance Limit as per paragraph [5], Article [68], the LNG User submits to the Operator an Application for re-determination of Final Monthly LNG Plan. The Application of re-determination of Final Monthly LNG Plan is considered application of non-scheduled uploading, is submitted as per paragraph [2], article [88] and is evaluated by the

Operator according to the process of paragraphs [3] to [9], article [88]. With the application, the LNG User co-submits a proof-of-payment of the Application of Re-determination of Final Monthly LNG Plan Fee. Solely for the purpose of determining the Fee for the Application of Re-determination of the Final Monthly LNG Plan, the Planned LNG Upload Cancellation Charge under Article [86] paragraph [8] is calculated on the basis of the Daily Balancing Gas Price for the first Day of the Month in which the an LNG User submits to the Operator the Application of Re-determination of the Final Monthly LNG Plan. The Application of Re-determination of the Final Monthly LNG Plan is set out as follows:

- A) If the Application of re-determination of Final Monthly LNG Plan is submitted no later than five (5) Days before the Uploading Day:
- (i) In the case where the application concerns the redefinition of the Uploading Day or Uploading Time, the Application of Re-determination of Final Monthly LNG Plan Fee equals to twenty percent (20%) of the Charge of the Cancellation of a Scheduled LNG Uploading as per paragraph [8], article [86].
 - (ii) In the case where the application concerns the redefinition of the LNG Quantity which is to be injected in the LNG Facility, the Application of Re-determination of Final Monthly LNG Plan Fee equals to twenty percent (20%) of the LNG Quantity Planning Charge as per paragraphs [6] and [7], article [68], where, instead of the Injected LNG Quantity, the sum of the LNG Quantity to be injected in the LNG Facility and of the Balancing LNG Quantity stated in the application is taken into consideration.
- B) If the Application for re-determination of Final Monthly LNG Plan is submitted within the time interval between the fourth Day before the Uploading Day and the Uploading Day:
- (i) In the case where the application concerns the redefinition of the Uploading Day or Uploading Time, the Application of Re-determination of Final Monthly LNG Plan Fee equals to the Charge of the Cancellation of a Scheduled LNG Uploading as per paragraph [8], article [86], minus the product of the one fifth thereof times the difference between the Uploading Day and the Day at which the Application of Re-determination of Final Monthly LNG was submitted.
 - (ii) In the case where the application concerns the redefinition of the LNG Quantity which is to be injected in the LNG Facility, the Application of Re-determination of Final Monthly LNG Plan Fee equals to the LNG Quantity Planning Charge as per paragraph [6], article [68] minus the product of the one fifth thereof times the difference between the Uploading Day and the Day at which the Application of Re-determination of Final Monthly LNG was submitted. In order to calculate the LNG Quantity Planning Charge, instead of the Injected LNG Quantity, the sum of the LNG to be injected in the LNG Facility and the Balancing LNG stated in the application is taken into consideration.
- C) In the case where the modification application concerns the redefinition of the Uploading Day or Uploading Time and the LNG Quantity which is to be

injected in the LNG Facility, the Application of Re-determination of Final Monthly LNG Plan Fee is calculated as the sum of the individual charges of the above two cases. The Final Monthly LNG Plan Fee shall not exceed the amount of one hundred thousand (100.000) Euros. After the completion of the following year of the Year the Network Code was entered, the Application of Re-determination of Final Monthly LNG Plan Fee, as well as the if applicable maximum limit of the Application of Re-determination of Final Monthly LNG Plan Fee are determined by a decision of the Operator followed by approval of RAE, according to the provision of paragraph 5, article 69 of the Law, three (3) months before the beginning of each second Year. The revenues from Final Monthly LNG Plan Amendment Application Fees are considered to be Basic LNG Activity revenues and are credited to the respective account held by the Operator.

- D) If a LNG vessel is transporting LNG Quantities of two or more LNG Users, in order to redefine the Uploading Day or Uploading Time, the application is lodged by their authorized representative appointed under paragraph [9], of Article [66]. The Final Monthly LNG Plan Amendment Application Fee in the case of rescheduled Uploading Days is allocated in proportion to the Nominated LNG Quantity of the LNG User as a proportion of the nominated LNG Quantity.
11. The LNG User is responsible for carrying out LNG Uploading according to the Final Monthly LNG Plan in case that:
- A) The application for rescheduling of the Uploading Period is rejected by the Operator, as per article [88], paragraph [5](C).
- B) Neither the LNG User nor its authorised representative has submitted a nomination accepting the conditions set out by the Operator within the time limit of paragraph [8], article [88].

In the above cases (A) and (B), the Operator will return the Final Monthly LNG Plan Amendment Application Fee to the LNG User. The Operator also returns said Fee in the case of acceptance, according to the procedure outlined in paragraphs [3] to [9] of article [88], of the Final Monthly LNG Plan Amendment Application, with regard to rescheduling of Uploading Days up to two (2) Days in advance of the Uploading Day set out as per the Final Monthly Plan. In case of cancellation of uploading by the LNG User the terms of article [86] paragraph [8] apply. The Operator is not obliged to pay demurrage or any other compensation to the LNG User in case of rejection of the request for amendment of the Final Monthly LNG Plan.

12. Without prejudice to force majeure events, in the case that the Operator prevents a User's LNG vessel from mooring or uploading LNG within the corresponding LNG Upload Period, and in accordance with the Final Monthly LNG Plan, then the Operator is responsible for payment of demurrage charges to the LNG User. Demurrage charges are calculated as the product of the number of whole hours over and above the LNG Upload Period, multiplied by a unit price (Unit Demurrage Charge), which is set at the equivalent of one thousand five hundred (1 500) EUR/hour. At the end of the second year after which the Network Code enters into force, the Unit Demurrage Calculation Charge is determined by decision of the Operator, subject to approval by the RAE,

according to the provisions of Article 69(5) of the Law, and thereafter three (3) months prior to the beginning of every second Year. The expenses for payment of demurrage charges are considered expenses accruing from the Basic LNG Activity and are debited from the corresponding account held by the Operator. If the LNG vessel is transporting LNG Quantities of two or more LNG Users, the demurrage charge is allocated according to the ratio of the Nominated LNG Quantity of each LNG User to the sum of the Nominated LNG Quantities of all LNG Users whose LNG Quantities were transported by the vessel in question.

13. In case that one or more vessels have submitted to the Operator a Notice of Arrival to the Port, but their approach and mooring to the LNG Facility is not possible for any reason, the Operator establishes a priority list for LNG Uploading. Higher priority is transferred to the LNG vessels that are earlier in chronological order, based on the Final Monthly LNG Plan, regardless of the time of transmission of the relative Notices of Arrival at the Port.
14. In the event of Emergency Level Crisis, the Operator or LNG User can request from their co-contractor in the LNG Facility Usage Agreement, the interruption of the LNG Uploading process of a vessel of the LNG User which has moored to the LNG Facility and the prompt departure thereof. Both the LNG User and the Operator are responsible to comply immediately with relevant requests of the other part.
15. Without prejudice to paragraph [7], in case that a Balancing LNG is transmitted along with an LNG Quantity, any reference in the present article to LNG Quantity or LNG Quantities relates to the sum of LNG Quantity of the LNG User or of the Long of more Users and the Balancing LNG.
16. An Application for re-determination of Final Monthly Plan is submitted when all or part of the LNG Quantity is to be unloaded by a LNG User (New LNG User) other than the LNG User who is registered (Initial LNG User) in the Final Monthly Plan. In this case, modification of a Request for redetermination is submitted by both Users under paragraph [2] of Article [88] and is evaluated by the Operator in accordance with the procedure in paragraphs [3] and [9], Article [88]. If the application is made in the period between the fourth day before the Uploading Day and the Uploading Day, the Final Monthly LNG Plan Amendment Application Fee is equivalent to two percent (2%) of the LNG Quantity Planning Charge as per paragraphs [5] and [7] article [68], and is allocated respectively in proportion to the LNG remaining with the Initial LNG User and the LNG Quantity available to the New LNG User. The Final Monthly LNG Plan Amendment Application Fee for a change of User is zero, if the request is made not later than five (5) days before the Uploading Day.

Article 68

LNG Injection

1. LNG Users are responsible for making every possible effort, including the integration of appropriate terms in the agreements they enter into for the exercise of their activity in the Natural Gas sector, to ensure that the LNG delivered to the LNG Facility fulfils the Natural Gas Quality Specifications.

2. LNG Users, or in the case that the LNG vessel is transporting LNG Quantities of two or more LNG Users, their authorised representatives, as per paragraph [9] of article [66], are responsible for informing the Operator with regards to the quantity and the quality characteristics of the LNG that they are to deliver to the LNG Facility, according to the procedure defined in the LNG Facility Procedures Manual.
3. In the event that an LNG Quantity does not fulfil the Natural Gas Quality Specifications, the Operator has the right to refuse injection of whole or part of the LNG Quantity(s) that are to be delivered to the LNG Facility
4. In the event that a Balancing LNG Quantity is transmitted along with an LNG Quantity or Quantities:
 - A) The Injected LNG Quantity of the LNG User is calculated as the difference between the total measured LNG Quantity after the injection of the LNG Quantity or Quantities in the LNG Facility, and the Nominated LNG Balancing Quantity.
 - B) The Injected LNG Balancing Quantity is equal to the Nominated LNG Balancing Quantity.
5. In the event that the Injected LNG Quantity of the LNG User in volume units exceeds or is less than the Nominated LNG Quantity, in volume units, by percentage greater than the Tolerance Limit of the LNG Planning, the Operator debits the LNG User with the LNG Quantity Planning Charge. The Tolerance Limit of the LNG Planning equals to ten percent (10%).
6. The LNG Quantity Planning Charge is calculated as the product of the Planned LNG Upload Cancellation Charge, which is based on the Nominated LNG Quantity, multiplied the ratio of the absolute value of the difference between the Injected and the Nominated LNG Quantity to the Nominated LNG Quantity, multiplied by three (3). The LNG Quantity Planning Charge cannot exceed the amount of one hundred thousand (EUR 100 000) Euros. If the LNG vessel is transporting two or more LNG Quantities the upper limit of the Planning Charge is calculated separately for each LNG User for the total of the LG Quantities which are transported on its behalf on the vessel in question. After the end of the second year in which the Network Code enters into force, the multiplier and the upper limit of the Quantity Planning Charge will be reviewed and determined by decision of the Operator, subject to the approval of the RAE, according to the provisions of Article 69(5) of the Law, three (3) months before the beginning of every second year. The incomes from the LNG Quantity Planning Charge are considered income of the Basic LNG Activity and are debited in the corresponding account kept by the Operator.
7. The LNG Quantity Planning Charge Form is attached to the monthly invoices sent to each User. A template of the LNG Quantity Planning Charge Form is published on the Electronic Information System.
8. For the implementation of paragraphs [3], [5] and [6], in the event that a Balancing LNG Quantity is transmitted along with an LNG Quantity, any reference to LNG Quantity, Nominated LNG Quantity and Injected LNG Quantity relates respectively to the sum of the LNG of the LNG User and the Balancing LNG, the sum of the Nominated LNG Quantity and the Balancing

Nominated Quantity and the sum of the Injected LNG Quantity and the Injected Balancing Quantity

9. If the LNG vessel is transporting two or more LNG Quantities, the LNG User Injected LNG Quantity is calculated as the difference between the total LNG Quantity measured after the LNG is injected in the LNG Facility and the Nominated Balancing LNG Quantity, multiplied (the resulting difference) by the ratio of the LNG User Injected LNG Quantity and the Nominated LNG Quantity

Article 69

Temporary LNG Storage

1. In the framework of the Basic LNG Service, the LNG Users are provided with storage area in the LNG Facility for the temporary storage of LNG (Temporary Storage Area).
2. The Temporary Storage Period is deemed to be the period of time composed of a successive number of whole Days, commencing on the Day after the Uploading Day, according to the Final Monthly Plan.
3. The Temporary Storage Area for each LNG Quantity is determined as follows:
 - A) During the LNG Injection Time, the Temporary Storage Area is increased linearly up to a maximum value (Maximum Temporary Storage Area). Throughout the duration of LNG Injection, it is considered that there is concurrent performance of LNG gasification at an hourly gasification rate calculated according to the following formula:

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

Where:

ΩTPA : The hourly gasification rate (kWh/hour)

Q : in accordance with the Final Monthly Plan

v : in accordance with the Final Monthly Plan

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

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

Where:

$MXIIA$: The Maximum Temporary Storage Area (kWh)

t_{XE} : The LNG Injection Time (hours) according to the Final Monthly Plan if an LNG ship carries an LNG Quantity of an LNG User for uploading at the LNG Facility. If the LNG vessel is transporting two or more LNG Quantities on behalf of one or more LNG Users to be uploaded in the LNG Facility, t_{XE} is calculated as the LNG Injection Time (hours) multiplied by the ratio of Quantity Q to the sum of LNG Quantities transferred by that LNG vessel in accordance with the Final Monthly Plan.

- B) During the Temporary Storage Period, the Temporary Storage Area decreases in a linear fashion such that, at the end of this period, it is equal to zero.
4. In case that the LNG Uploading is performed according to the Final Monthly LNG Plan, the Temporary Storage Period is defined as a period of eighteen (18) consecutive Days (Maximum Temporary Storage Period).
 5. In the case that the start of LNG Uploading takes place as per the Final Monthly LNG Plan, but the LNG Injection is completed after the lapse of the respective LNG Uploading Period, then the maximum Temporary Storage Period is deemed to be a period of seventeen (17) successive Days.
 6. The Operator has the right to reduce the Temporary Storage Period, according to the provisions of article [67], paragraph [10], article [87], paragraph [5], and article [88], paragraph [5](B), or upon relevant request of the User within the framework of submission of an LNG Application, Annual LNG Nomination or Monthly LNG Nomination according to the provisions of articles [71], [82] and [84] respectively. During reduction of the Temporary Storage Period, the Operator takes into consideration the Available Storage Area of the LNG Facility, the Final Monthly LNG Plan, the Booked Gasification Capacity of LNG Users and the Gasification Capacity of the LNG Facility.
 7. The Operator provides each LNG User with Additional Storage Area, according to the procedure and under the terms and conditions of article [76]. The offer of Additional Storage Area is not included in the Basic LNG Service.
 8. If the LNG vessel is transporting two or more LNG Quantity Quantities on behalf of one or more LNG Users to be uploaded in the LNG Facility, the LNG Injection Time is common to all the LNG Quantities and is the same as the greatest Injection Time that was nominated by the Users using the vessel in question according to the Final Monthly Plan. This LNG Quantity Injection will be considered to have been completed simultaneously for all Quantities

Article 70 LNG Gasification

1. For the gasification of LNG delivered by the LNG User to the LNG Facility, it is necessary to book LNG Gasification Capacity, according to the terms of the present article.
2. The Minimum Gasification Capacity of LNG is calculated according to the following formula:

$$E\Delta A = \frac{\Phi}{v^2 * 24} * [v * 24 - t_{XE}] \text{ (kWh/Day)}$$

Where:

IMA: Minimum Gasification Capacity of an LNG Quantity (kWh/Day)

Q: in accordance with the Final Monthly Plan

v: in accordance with the Final Monthly Plan

t_{XE} : The LNG Injection Time (hours) according to the Final Monthly Plan if an LNG ship carries an LNG Quantity of an LNG User for unloading at the LNG Facility. If the LNG vessel is transporting two or more LNG Quantities from one or more LNG Users to be unloaded in the LNG Facility, t_{XE} is calculated as the LNG Injection Time (hours) multiplied by the Q Quantity to the sum of LNG Quantities transferred by that LNG vessel in accordance with the Final Monthly Plan.

3. The Minimum Gasification Capacity of an LNG User for each Day is defined as the sum of the Minimum Gasification Capacities of the LNG Quantities of the LNG User, for which the corresponding Temporary Storage Period has not expired.
4. Each LNG User is responsible to book Gasification Capacity through an Approved LNG Application, in the framework of the LNG Agreement he enters with the Operator which:
 - A) Is at least equal to each Minimum Gasification Capacity of the LNG User.
 - B) Equals the sum of each Transmission Capacity for Delivery booked at the LNG Entry Point by the LNG User, in its capacity as Transmission User or by other Transmission Users, to the extent that they are served by the LNG User, for the delivery of Natural Gas at the LNG Entry Point of the Transmission System.
5. In the event that the LNG User enters into more than one (1) Approved LNG Applications under the LNG Agreement entered into with the Operator, the Booked Gasification Capacity of the LNG User is calculated each Day as the sum of the Gasification Capacity that the LNG User books through each Approved LNG Application in effect on this Day.
6. The restrictions of paragraph [4] do not apply for the Days on which:
 - A) The Daily LNG Reserve of the LNG User is negative or null, or
 - B) The Temporary Storage Area of the LNG Quantity of the LNG User is null.
7. The LNG Quantity gasified on each Day on behalf of the LNG User is determined by the Confirmed Quantities of the Transmission Users served by the LNG User. The Operator is required to receive Natural Gas Quantities from the LNG Facility at the LNG Entry Point, confirmed according to the procedure as per Chapter [4] of the Code, without prejudice to paragraph [8], and in compliance with the other provisions of the Code, and in particular the provisions of articles [69] and [79].
8. In the event that the Natural Gas Quantity nominated by a Transmission User to be delivered at the LNG Entry Point exceeds the Natural Gas Quantity corresponding to the LNG Booked Gasification Capacity of the LNG Users serving it, the Operator discards the Daily Statement or Restatement of the Transmission User, as applicable, according to the procedure of Chapter [4] of the Code.
9. The Operator, taking into consideration the Annual and Monthly LNG Planning, the LNG Approved Applications signed with the LNG Users under the LNG Agreements entered into with LNG Users, and the Gasification Capacity which it books, according to the provisions of paragraph [3], Article 71 of the Law, for

reasons of gas balancing and for the provision of public utility services, calculates and publishes:

- A) The Gasification Capacity which is availed for each Day of each Year, simultaneously with the publication of Final Annual LNG Plan.
 - B) The Gasification Capacity which is available for each Day of each Month, simultaneously with the publication of the Final Monthly LNG Plan.
10. The Minimum Daily Rate of LNG Gasification is defined to be the minimum Quantity of LNG which must be gasified per Day so that it is possible to ensure the uninterrupted operation of the LNG Facility. The Operator is responsible to publish the Minimum Daily Rate of LNG Gasification of the LNG Facility.

Article 70^A

LNG Facility Usage Framework Agreement

1. An LNG Facility License Agreement is entered into for the provision by the Operator of the LNG Basic Service.
2. The LNG Agreement is entered into between:
 - A) The Operator.
 - B) Persons registered with the NNGS Users' Registry under Article 72 of the Law.

Only one LNG Agreement may be in force between the same counterparties.

3. The LNG Agreement is established in writing, according to the standard agreement which is published as per the provisions of case a), paragraph [2] of Article 68 of the Law (Standard LNG Agreement).
4. The Operator shall publish the text of the Standard LNG Agreement, including the Annexes thereto, in a processable form on its website.
5. The LNG Agreement provides the contracting User with the right to proceed to any relevant legal action, in compliance with the provisions of the Network Code, and imposes the obligation on the User to settle the charges for which it is responsible, as per the NNGS Usage Tariff and the provisions of the Network Code.
6. Each interested User shall send in writing to the Operator its request for the conclusion of an LNG Agreement, in accordance with the standard application which is included as Annex 1 to the Standard LNG Agreement (Application for Conclusion of an LNG Agreement). Along with its application, the User shall submit all the documents listed in Annex 1 to the Standard LNG Agreement.
7. The Operator shall examine the completeness of the jointly submitted documents and decide on the acceptance of the application no later than five (5) working days from the date of its receipt. If the application is accepted, the Operator shall invite the User to sign the LNG Agreement within ten (10) working days from the date of its receipt.
8. If the application is not accepted, the Operator shall notify the User accordingly in writing, requesting from it to complete and/or modify its application in

accordance with the Operator's recommendations within ten (10) working days from the date of its receipt. If the applicant fails to submit to the Operator the requested data or if the re-submitted data is not accepted by the Operator, the Operator shall reject the application. If the re-submitted data is accepted, the Operator shall invite the User to sign the Transmission Agreement within five (5) working days from the date of receipt of the new data.

9. The rejection of an application by the Operator will be notified in writing to the User, together with the relevant supporting documentation, and will be communicated to the RAE.
10. The accompanying documents submitted by the User form an integral part of the LNG Agreement. The documents will be updated at the responsibility of the User.
11. The LNG Agreement defines at least:
 - A) The terms for provision of the Basic LNG Service by the Operator and the obligations and rights of the User, according to the Network Code.
 - B) The contractual liability limits of the contracting parties and the required guarantees that are deposited by the LNG User for execution of the Agreement, as well as the invoicing procedure of the Operator and payment by the LNG User of the price for provision of the respective services.
 - C) Cases of force majeure, dissolution or termination of the agreement, as well as the process for the settlement of disputes that may arise in the course of application of the terms of the Agreement.
 - D) The procedure for amendment of the Agreement and for redefinition of its terms in case of a change in the regulatory framework governing organisation of the natural gas market.

The individual LNG applications submitted by the Operator in accordance with the relevant provisions of Article [71] form integral and indivisible parts of the LNG Agreement.

Article 71

LNG Facility Usage Application

1. LNG Users have the right to submit an LNG Facility Application, provided that they meet at least one of the following conditions:
 - A) They have booked Transmission Capacity at the LNG Entry Point of the Transmission System, under their capacity as Transmission Users.
 - B) They serve other Transmission Users that have booked Transmission Capacity at the LNG Entry Point of the Transmission System.
2. The LNG Application involves a time period that is the integer multiple of one (1) Day and provided that the Application states the NLG Quantity Unloading at least for the time period between the Maximum Starting Date of the LNG Application and the Minimum End Date of the LNG Application, including thereof. Maximum Starting Date of the LNG Application is defined the first Day of the Initial Uploading Period of the first in chronological order LNG Quantity, to which the Application relates, as per the provisions in element iv), case B),

paragraph [6]. Minimum End Date of the LNG Agreement is defined the Day which results from the sum of the following of the last Day of the Initial Uploading Period and the Temporary Storage Period of the last LNG Quantity, to which the Application relates.

3. In case where the LNG User requests only the Gasification Capacity Commitment for a specific period of time, without declaring LNG Quantity Unloading, the LNG Application is submitted at the latest:

- I) by 10:00 of the Day prior to the beginning of the provision of the required LNG Facility Usage Services.

- ii) by 16:45 on the Day prior to the commencement of the provision of the requested services and concerns the provision of LNG Facility Usage Services for a period of one (1) Day.

4. Subject to the provisions of Article [109], the LNG Application is submitted, duly signed, or submitted via the Electronic Information System, by LNG Users to the Operator, pursuant to the terms of the LNG Agreement. Signature, in the above sense, means digital signature. The LNG Application is submitted to the Operator not later than forty-five (45) Days before the beginning of the Month during which the first LNG uploading on behalf of the applicant is scheduled, without prejudice to the case A), paragraph [9], Article [88] (LNG Application Date).

5. With the LNG Application, the User declares:

- A) The Gasification Capacity it wishes to book

- B) The LNG uploading plan for each Month during which the LNG Application is in effect. In the event that the desired LNG Application term is longer than twelve (12) Months, the unloading plan shall be submitted for each Month from the desired date of entry into force of the LNG Application until: (a) the end of the Year of Submission of the LNG Application; or (b) if the period from the date of submission of the LNG Application to the end of the Year in which the above application is made is less than twelve (12) weeks, at the earliest between the end of the next Year or the Month in which the LNG Application expires. The uploading plan for each Month includes:

- (i) The total number of LNG vessels that the applicant wishes to upload during the Month.

- (ii) The Quantity of each LNG Quantity and the name of the LNG vessel that is to transport it, if known.

- (iii) The LNG Injection Time that the User estimates is required to upload each LNG quantity.

- (iv) The desired LNG Upload Day and a time period of four (4) Days, which covers the LNG upload time (Initial Upload Time) for each LNG vessel load.

- (v) The desired Temporary Storage Period for each LNG Quantity.

6. In case that the applicant has participated in the Annual LNG Planning Procedure and the uploading of LNG quantities on its behalf is scheduled for certain of the following Months, submission of details as per case (B) of the previous paragraph for those Months is not required.

7. When evaluating the LNG Applications, the Operator will use the submission date to determine priority.
8. The Operator decides with regards to each LNG Application within five (5) working days from the LNG Application Date, taking into consideration, in particular, the Gasification Capacity that has been booked by other LNG Users, the Final Annual LNG Plan, the relevant Finally Monthly LNG Plans and the Annual Maintenance Planning of the NNGS.
9. If the Operator considers that the LNG Application is complete and there are no grounds for rejecting it in accordance with the provisions of paragraph [12], it will send the signed LNG Application (Approved LNG Application) to the applicant, via the Electronic Information System, as follows:
 - i) If the Application nominates an LNG Quantity Upload, it will be issued within a period of time which, subject to the provisions of Article [88], is the shorter of ten (10) working days after the LNG Application Date and the 20th Day before the commencement of the Month in which the provision of LNG Facility Usage starts. In the case that the LNG Application relates to non-scheduled LNG uploading, the deadlines mentioned in article [88] are implemented.
 - ii) If the Application is submitted according to paragraph [3], subparagraph (i), it will be sent at the latest by 13:00 hrs on the day before LNG the Facility Usage Start Date.
 - iii) If the Application is submitted in accordance with paragraph [3] subparagraph (ii), it will be sent at the latest by 17:30 hrs on the day before LNG Facility Usage Start Date.

The provision of LNG Facility Usage services by the Operator for the purposes of any Approved LNG Application is made in accordance with the terms of the LNG Agreement and the relevant provisions of the Network Code. An Approved LNG Application is withdrawn only on material grounds and only with the agreement of the Operator.

10. If the Operator deems that it cannot fully or partially fulfil the upload plan submitted by the applicant as per paragraph [5](B), the applicant will be invited to supplement the application or modify it within a deadline of eight (8) working days from the LNG Application Date. In this event, the Operator will suggest an alternative upload plan to the applicant for the Months during which the agreed LNG Application upload plan cannot be met. If the applicant User does not submit the requested information to the Operator in a timely fashion or if it fails to make amendments to the upload plan, the LNG Application will be rejected. The Operator will decide on the LNG Application within two (2) working days of receipt of the new information submitted by the applicant, especially taking into consideration the criteria as per paragraph [9]. If the Operator judges that the application is complete and that there is no reason to reject it as per the provisions of paragraph [12], it will send the applicant a signed LNG Application (Approved LNG Application) via the Electronic Information System, within a period that, without prejudice to the provisions of article [88], is the shorter period of either five (5) working days from the receipt of the new information submitted by the applicant to the Operator, or the twentieth (20th) Day before the beginning of the Month during which the LNG Facility Provision of Services Usage commences.

In the case that the LNG Application relates to non-scheduled LNG uploading, the deadlines mentioned in article [88] are implemented. The provision of LNG Facility Usage services by the Operator for the purposes of any Approved LNG Application is made in accordance with the terms of the LNG Agreement and the relevant provisions of the Network Code.

11. The Operator rejects in writing the LNG Application in case that it is not complete or there is reason to deny access as per the provisions of paragraph [12]. Rejection of an LNG Application and its reasons will be fully documented by the Operator, and will be communicated to both the applicant and the RAE, accompanied by supporting documents and information.
12. The denial of access to the LNG Facility is allowed provided that:
 - A) The signature of the LNG Application under the LNG Agreement entered into may prevent the Operator from fulfilling his obligations to provide public utility services that have been assigned to him.
 - B) There are grounds, and the procedure as per the provisions of article [68], paragraph [2], case a), subparagraph [5] of the Law has been complied with.
 - C) The requested Gasification Capacity to be booked exceeds the available Gasification Capacity of the LNG Facility or the Transmission Capacity for Delivery that has been booked at the LNG Entry Point by the Transmission Users that the applicant states that he will serve.
 - D) The Operator cannot fully or partially fulfill the plan of uploading of the applicant and the applicant does not agree with the re-determination proposed by the Operator or the deadline set by the Operator has lapsed without any action, according to the provisions of case B), paragraph [10].
 - E) The required Period of Temporary Storage of LNG exceeds the Maximum Period of Temporary Storage as per article [69].
 - F) The LNG User has not been provided with the guarantees required, in accordance with the provisions of Chapter [3^A].
 - G) The deadlines laid down in the provisions of this Article are breached.
 - H) The application is submitted by a non duly authorised representative of the LNG User.
13. During the Approved LNG Application term, the LNG User shall request the modification of the Gasification Capacity he books, so that the provisions of paragraph [4], article [70] are complied with:
 - A) In any case that the Booked Gasification Capacity is less than the Minimum Gasification Capacity of the LNG User including cases during which the Minimum Gasification Capacity is increased under paragraph [2] of article [70] as a result of the reduction of the Temporary Storage Period by the Operator.
 - B) In any case of change of the Transmission Capacity for Delivery booked by himself or the Transmission Users served by him, at the LNG Entry Point of the Transmission System including cases during which the conditions under paragraphs [1] and [2] of article [79] apply and as the result of this there is an

increased LNG gasification is imposed under paragraphs [3] and [4] of that article.

14. In order to change the Booked Gasification Capacity, the User will submit a relative request to the Operator via the Electronic Information System or in writing, at least five (5) working days before the desired date of the change. The Operator provides justified answer to the User within a deadline of three (3) working days before the desirable date for the materialization of the change.
15. In examining the request to change the LNG User's Booked Gasification Capacity, the Operator will take into consideration the relevant provisions of the Network Code, and particularly the provisions of article [70] paragraph [4], as well as articles [73] and [74], the LNG Facility Gasification Capacity, the Final Annual LNG Plan and the relevant Finally Monthly LNG Plans, as well as the reliable, secure and effective operation of the LNG Facility. Rejection of the User's application will be specifically justified by the Operator, and the details will be communicated to the RAE.
16. Provided that the LNG User application is accepted, the Operator will proceed immediately with updating of the LNG User's Booked Gasification Capacity and the Approved LNG Application Agreement will be modified accordingly.
17. Written modification of the Approved LNG Application is also required:
 - A) In the event of modification to the Temporary Storage Period.
 - B) In the event of changes in the LNG Uploading Day as per article [67], or due to changes in the Monthly LNG Uploading Plan as per article [84] or article [88], where there is a need for amendment of the LNG Agreement's duration to ensure that the rules of paragraph 2 are complied with.
 - C) In the event of the booking of an Additional Storage Area by the LNG User as per article [76], where there is need for modification of the LNG Agreement's duration, such that it is valid for the entire period over which the Additional Storage Area will be made available to the LNG User.

For modification of the LNG Agreement according to the above, the User must submit the relevant written application to the Operator at least three (3) working days before the desired date on which the modification is to take place. The Operator will provide the User with a reasoned justification for its decision at least two (2) working days before the desired date on which the modification is to take place.

Article 72

Additional LNG Services

1. In addition to the Basic LNG Service that the Operator provides to LNG Users or third parties, it also provides services supplementary to the Basic LNG Activity (Additional LNG Services). These services specifically include inertion services, displacement of inert gas with natural gas and vessel cargo tank cool-down services, according to the provisions of this article.
2. The provision of additional LNG services requires conclusion of a respective agreement between the interested party and the Operator.

3. Within a period of two (2) months after the Network Code comes into effect, the Operator will prepare a List of Additional LNG Services, in which the following will be specified:
 - A) The additional LNG services to be provided.
 - B) The price list based on which the service charges are to be calculated.
 - C) A draft agreement for the provision of such services, which is recommended to all interested parties equally.
4. The List of Additional LNG Services will be updated by the Operator three (3) months before the start of each new year.
5. The List of Additional LNG Services, as well as any modifications thereto, will be notified to the Regulatory Authority for Energy (hereinafter RAE) and published on the web page of the Operator.
6. During provision of Additional LNG Services, the Operator will ensure the smooth, safe and cost effective operation of the LNG Facility, and in particular the unimpeded provision of the Basic LNG Service to LNG Users. It will also ensure due fulfillment of the obligations for provision of public utility services imposed on it.
7. The revenues and expenses of the Operator during provision of Additional LNG Services are registered under a separate code in the LNG Facility Basic Activity account record kept by the Operator, and are not taken into consideration for the purposes of calculating the National Natural Gas Transmission System (NNGS) Usage Tariff.

Article 73

Concession of Booked Gasification Capacity, Additional Storage Area and Temporary Storage Area

1. Any LNG User (Transferor User) may enter into a transfer concession contract with another User (Transferee User):
 - A) For all or part of the Gasification Capacity which it has booked under article [71]
 - B) For all or part of the Temporary Storage Area that has been allocated to it as part of the Basic LNG Service
 - C) For all or part of the Additional Storage Area which it has booked under articles [76] and [76^A].

Under the transfer concession contract the Transferor and the Transferee agree that the Transferee will assume all rights and obligations of the Transferor deriving from the provisions of the Network Code and the terms of the LNG Agreement in relation to the Transferred LNG Quantity under cases A) to C) above, and is rendered exclusively responsible against the Operator for the fulfillment of these obligations, particularly those that concern payment of the current NNGS Usage Tariff and those that concern any financial obligation that arises from the booking of Additional Storage Area under articles [76] and [76^A].

2. The transfer agreement will take effect subsequent to the written consent of the Operator. To this end, the contracting parties will inform the Operator in writing of all details of the transfer at least two (2) working days before the day on which the transfer is to take place. The Operator will not give its consent in writing, and the agreement will be rendered invalid, in the case that at least one of the following applies:
 - A) In the case that any realisation of the transfer might result in violation of the provisions of the Network Code by the Transferor or the Transferee.
 - B) In the case that the Transferee has not signed the Approved LNG Application with the Operator under the terms of the LNG contract at least one (1) day before the day on which the transfer is due to take place, for a quantity at least the size of the conceded Gasification Capacity, and for the specified period of time, as these pertain to the transfer.
3. The Operator must inform the Transferor and the Transferee regarding its consent or otherwise to the carrying out of such concession not later than one (1) day before the day on which the transfer is due to take place and immediately after signature of the Approved LNG Application, within the context of the LNG Contract between the Transferee and the Operator, as applicable.

Article 73^A

Leasing of Booked Gasification Capacity, Additional Storage Area and Temporary Storage Area

1. Each LNG User (Lessor User, hereinafter Lessor) may conclude a LNG leasing agreement with another User (Lessee User, hereinafter Lessee),
 - A) For all or part of the Gasification Capacity which it has booked under article [71]
 - B) For all or part of the Temporary Storage Area that has been allocated to it as part of the Basic LNG Service
 - C) For all or part of the Additional Storage Area that it has booked under articles [76], [76^A] and [76^B].
2. Under the LNG leasing agreement, the Lessor assumes responsibility for the LNG gasification quantity on behalf of the Lessee, where the lease relates to case A) above, and/or the Lessee's LNG storage quantity where the lease pertains to cases B) and C) above, as defined in the lease agreement.
3. The LNG leasing agreement will specify in particular:
 - A) The process by which the Lessor is entitled to require the other party to interrupt the lease for part or all of the leased quantity in cases A) to C) of paragraph 1.
 - B) The compensation which the Lessor is obliged to pay to the Lessee in the event of interruption of the lease under case A). Compensation is determined by the Lessor, which will take into account the estimated probability of the interruption of the lease during the time the lease agreement is in effect, based

on estimations of the developments in demand for natural gas and on historical data.

- C) The shared division between Lessor and Lessee of at least the following:
- (i) The quantities of LNG held by the Lessor and the Lessee in the Temporary Storage Area and/or Additional Storage Area
 - (ii) The quantities of LNG held by the Lessor and the Lessee that are gasified, taking into account any mandatory gasification under article [79].
 - (iii) the Daily LNG Balancing Reserve of the Lessor and the Lessee.
- D) Issues related to management of any residual LNG of the Lessee after the expiry of the leasing contract.
4. The conclusion of the LNG leasing agreement does not require consent of the Operator. The Lessor remains solely liable to the Operator for fulfillment of the conditions resulting from the provisions of the Network Code and the terms of the LNG Agreement that it has entered into with the Operator, as well as for payment of the applicable NNGS Usage Tariff and any financial obligations arising from the booking of Additional Storage Areas under articles [76], [76^A] and [76^B]. The Lessor must inform the Operator of each case of leasing on the day that the lease agreement is concluded, and must also inform the Operator of the quantities covered by the lease in cases (A) to (C) of paragraph 1 and the duration of the lease. The Lessor must inform the Operator in all cases where it proceeds with interruption of the lease under case (A) of paragraph [3], and at the latest, one (1) day following interruption of the lease.

Article 73^B

Offers of unused Booked Gasification Capacity, Additional Storage Areas and Temporary Storage Areas on the secondary market

1. Each LNG User is obliged to offer by concession any part of the Booked Gasification Capacity, Additional Storage and Temporary Storage Areas that it considers it will not use for a given period, according to the provisions of this article (Unused LNG Quantity) to third party users for transfer as per article [73], or lease as per article [73^A]). The Unused LNG Quantity will be made available either via the Electronic Trading System or by direct negotiation in accordance with the stipulations of this article.
2. For the disposal of Unused LNG Quantities in the secondary market, the bidding User is required to register his offer in the Electronic Transaction System. The offer must include the following:
 - A) Specification of the Unused LNG Quantity available for offer, the day or period for which it is offered, and the price that the offering User requires for offer of the Unused LNG Quantity. If the Unused LNG Quantity relates to Booked Gasification Capacity and/or to Temporary Storage Area, the LNG User must enter the proportion of the amount offered against each LNG Agreement separately.
 - B) Specification of the terms under which the applications of interested users will be evaluated.

- C) In the case of an offer of leasing, the provisions of paragraph [3] of article [73^A] are applicable.
3. The User may make more than one Unused LNG Unit Quantity available under the same offer at the same price. Interested Users declare acceptance of the offer of an Unused LNG Quantity, via the Electronic Transactions System. The offering User will be informed of any such acceptance via the Electronic Transactions System.
 4. In the case of disposal of Unused LNG Quantities by direct negotiation between the parties, the provisions of article [73] in the case of transfers, and article [73A] in the case of leasing, must be respected as appropriate. At the end of the procedure carried out in each case, the Operator will disclose the size of the Booked Gasification Capacity, the Additional Storage Area and the Temporary Storage Area that was transferred or leased, as well as the commencement date or the duration of transfer or lease.
 5. Until the Electronic Transaction System is put into operation:
 - A) (i) Any reference to the Electronic Transactions System will be understood to refer to the Electronic Information System.
 - (ii) The Operator will notify the offering User of acceptance of the offer of availability on behalf of the interested User, as per the provisions of paragraph [3], via fax or email.
 - B) Furthermore, LNG Users may dispose of Unused LNG Quantities under the open procedure carried out by offering Users, which is based on market mechanisms and is posted on the offering User's website and the Electronic Information System. In this case, the offering User must inform the Operator in writing of the initiation of this open tender procedure, and at the same time will ask the Operator to post the notification on the Electronic Information System. The offering User's notification should include all details provided for in paragraph [2], as well as details of the process by which the open procedure is to be carried out and the Unused LNG Quantity allocated to interested parties. At the end of the process, the offering User will notify the Operator in writing of the results of the open procedure, and provide details of actions necessary to complete the transfer or lease process under articles [73] and [73^A] respectively. At the end of the applicable procedure, the Operator will update the Electronic Information System, indicating the size of the Booked Gasification Capacity, the Additional Storage Area and/or Temporary Storage Area that was transferred or leased, as well as the date or period of time for which the transfer or lease of the said Unused LNG Quantity has been agreed.
 6. The Operator bears no liability whatsoever towards the Tenderer and/or the User accepting the offer and/or any third party as far as the veracity of the statements of intent contained in the Tender or the acceptance thereof, or with regard to the solvency of the beneficiaries or the acts or omissions of the Tenderer and/or the User accepting the offer over the period of operation and performance of the contract that are due to negligent performance or a breach of contractual obligation, to which the general provisions of contract law apply.
 7. Within thirty (30) days of the end of each quarter, the Operator will submit a report on the offer of Unused Booked Gasification Capacity, Additional Storage

Area and Temporary Storage Area to the RAE. The report will describe instances where Unused LNG Quantities from LNG Users were allocated to other interested Users in each of the previous three (3) months, and will include all relevant details relating to the allocation process.

8. The Operator will keep records in electronic form for at least five (5) years, comprised of the following:
 - A) The size of the Unused LNG Quantity which was transferred or leased.
 - B) The duration of transfer or lease periods.
 - C) All relevant details pertaining to interruptions of leases.
9. By decision of the Operator, and following approval by RAE, according to the provision of Article 69(5) of the Law, it is possible to set a maximum upper limit for the price of transfer or leasing offers for Unused LNG Quantities under paragraphs [2] and [5] for a specific time period that cannot exceed two (2) months. This is provided that there is documented evidence that the price is reaching unjustifiably high levels, as per the rules of healthy competition and the prevailing availability of Unused LNG Quantities, during the time that imposition of this measure is being considered, also taking into account the NNGS User Tariff. The details for the implementation of the measure will be specified in the abovementioned decision of the Operator.

Article 74

Release of Unused Booked Gasification Capacity

1. Under a justified Operator decision, as per the provisions of Article 71(5) of the Law, Gasification Capacity that has been booked by an LNG User may be released for a specific time period, provided that:
 - A) The LNG User's Daily Reserve is zero,
 - B) Uploading of an LNG Quantity is not planned on behalf of the LNG User as per the procedures of article [84] or article [88] during the time period in question and
 - C) Other LNG Users or third parties have submitted requests to the Operator to book Gasification Capacity, which cannot be fulfilled due to lack of available capacity in the LNG Facility.
2. The carrying out of the above transfer does not require the consent of the LNG User from whom the Booked Gasification Capacity is released.
3. Changes in the Booked Gasification Capacity of the LNG User as per the provisions of this article do not constitute a change for which it is necessary to modify the LNG Agreement. The modifications in question become applicable immediately upon issuance of the Operator's decision, as per the provisions of Article 71(5) of the Law. The Operator's decision will include the duration and reasons for the change taking place.
4. Systematic non-use of Booked Gasification Capacity refers to cases in which the average value of the sum in case (F) of article [88^B] paragraph [1] during the six (6) consecutive Months, which concern the LNG Statement of Use as per article

[88^B], is less than 80% of the mean value of Booked Gasification Capacity during the same period.

5. Where, according to the information contained in the LNG Statement of Use, it arises that there is:
 - A) Systematic non-use of Booked Gasification Capacity which may adversely affect the ability of third parties to access the LNG Facility, the economic efficiency of the LNG Facility, the security of supply and the ability to supply utilities and
 - B) The failure to offer, on the secondary market as per article [73^B], all or part of the Booked Gasification Capacity for at least 70% of the time during which the average value of the sum of Used Booked Gasification Capacity is less than 80% of Booked Gasification Capacity.

The Operator may, at the request of RAE, invite the User to provide clarifications, giving the User a minimum deadline period of fifteen (15) days in order for the latter to justify said non-usage or non-offer of Booked Gasification Capacity on the secondary market. The information submitted by the User will be forwarded to RAE. If the LNG User does not provide a justified explanation in due time or provides inadequate explanation for non-usage of the Gasification Capacity that it had booked, the Operator, via a reasoned decision according to the provisions of Article 71(5) of the Law, must release at least 20% of the Gasification Capacity booked by the LNG User within the next Month. This release must be for a set time period not less than the total Temporary Storage period plus two days.

6. All decisions of the Operator in accordance with this article will be published on the Operator's website in Greek and English.
7. With the signature of the LNG Agreement between an applicant in case C) of paragraph 1 and the Operator or other interested party (new LNG User), the LNG User releasing Booked Gasification Capacity will be exempt from obligation to pay the corresponding sum, as per the NNGS Usage Tariff, for the time period in question and for that part of the released gasification capacity booked by the new LNG User.

Article 75

Available Storage Area of the LNG Facility

1. At the latest by 30 September each year, the Operator will announce the following via the Electronic Information System:
 - A) The Total Storage Area of the LNG Facility, which is defined as the technically measurable storage area of the LNG Facility, as determined based on the relevant methodology, taking into consideration the distance from the bottom of each storage tank up to the maximum level that can be allocated within it for LNG storage.
 - B) The Monthly Available Storage Area (for the year) in the LNG Facility, which is calculated as the difference between the Total Storage Area of the LNG Facility and the parts thereof that:

- (i) Cannot be used for technical reasons. This section is determined by the Operator on the basis of relevant methodology. The section of the LNG Facility's Total Storage Area that cannot be used for technical reasons includes storage space that may be booked by the Operator prior to LNG Uploading, and the aim is to secure unhindered uploading thereof (Uploading Section). The methodology for calculating the necessary Uploading Section is determined by decision of the Operator and approved by the RAE, as per the provisions of Article 69(5) of the Law, and is published in the Electronic Information System.
 - (ii) The area is already booked by the Operator to (a) meet Gas Balancing and Operational Gas Offsetting needs, according to the provisions of article [46] (Balancing Storage Area), and (b) for supply of public utility services.
2. By June 1 of each Year, the Operator will submit a proposal to the RAE for approval, as per the provisions of Article 71(3) of the Law, with regard to that section of the Total Storage Area of the LNG Facility that is booked for the provision of public utility services during the next year, accompanied by all relevant data. The RAE will make a respective decision within two (2) months.
3. The Available Storage Area is either made available to LNG Users within the framework of the Basic LNG Service, or as Additional Storage Area, as per the provisions of article [76] of the Network Code.

Article 76

Additional Storage Area of the LNG Facility

1. The Additional Storage Area of the LNG Facility for each day of the month (M) is defined as that part of the Available Storage Area that has not been allocated to LNG Users in addition to the Temporary Storage Area.
2. The methodology used to determine the Additional Storage Area is specified by a decision of the Operator, following approval from the RAE, as per the provisions of article [69] paragraph [5], of the Law, and is published in the Electronic Information System. For the determination of the Additional Storage Area, the Operator particularly takes into consideration the following:
 - A) The Available Storage Area of the LNG Facility.
 - B) The Gasification Capacity of the LNG Facility.
 - C) The Final Monthly LNG Plan for Month M.
 - D) The Operator's Daily LNG Balancing Reserve, as per the provisions of article [77^B].
 - E) Applications submitted for unplanned uploading of LNG, as per article [88], before the end of the sixth (6th) day prior to the beginning of each month, regardless of whether their evaluation has been completed.
3. The Additional Storage Area of the LNG Facility is allocated by the Operator to applicant LNG Users as follows:

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- A) Without the obligation to pay a price, in the case that the sum of the storage areas requested by the LNG Users is less than that of the Additional Storage Area.
 - B) Through a tender procedure, in the case that the sum of the storage area requested by LNG Users exceeds that of the Additional Available Storage Area. The Additional Storage Area is allocated according to the Monthly and Daily Additional Storage Area Tender Procedure as per articles [76^A], [76^B] and [76^C], within three months after the present regulatory arrangement comes into effect. At least twenty days before the beginning of Month M on which the allocation of the Monthly Additional Storage Area is due to commence, in accordance to the provisions of article [76^A], the Operator will post the relevant announcement on the Electronic Information System. Commencement of the tender procedure for the Daily Allocation Procedure, as per article [76^B], takes place on the last day of the month prior to the Month to which the Monthly Procedure is applicable.
 - C) Before commencement of the tender procedure for the submission of offers, in accordance with the provisions of article [76^A] and article [76^B], interested LNG Users fulfilling at least one of the participation criteria as per article 76[76^A] paragraph [3] or article [76^B] paragraph [2], must submit an application to reserve Additional Storage Area, subsequent to the respective announcement by the Operator, and according to the time limits specified in article [76^A] and [76^B], respectively. For each Day (d) where offers from Users exceed the Additional Storage Area, the Operator will allocate Additional Storage Area to LNG Users fulfilling at least one of the participation criteria as per article [76^A] paragraph [3] or article [76^B] paragraph [2], proportionate to the Booked Gasification Capacity of each applicant, without charge.
4. LNG Users may agree among themselves to the transfer or lease of Additional Storage Area allocated to them under the Monthly Storage Area Tender Procedure, according to the provisions of articles [73] and [73^A].
 5. The Operator will update its estimates with regard to any part of the Additional Storage Area of the LNG Facility that remains available on a daily basis, for each Day (d) of Month M, based on the methodology referred to paragraph [2] in the following cases:
 - A) Following each update of the Monthly LNG Plan as per article [86] paragraph [10].
 - B) Following each release of storage areas as per articles [88^A] and [88^B].
 - C) Following the availability of part of the Balancing Storage Area (article [77^B]).
 - D) Following completion of the Monthly Storage Area Tender Procedure and the announcement of the results of same as per article [76^A].
 6. The Operator will issue an announcement through the Electronic Information System updating information regarding the percentage availability of space in the Additional Storage Area remaining on offer, within one (1) hour after the completion of the actions referred to in cases (A) to (D) of the previous paragraph. The relevant file must be in the form of an editable table, with Additional Storage

Area expressed in volume and energy units, with explicit reference to the Gross Calorific Value needed for the conversion. The file must include the date and time when the update is performed.

Article 76^A

Monthly Offer of Additional Storage Area

1. By 14:00 of the fifth (5th) Day before the beginning of each Month M, the Operator announces the Additional Storage Area for each Day of Month M on the Electronic Information System. The relevant file must be in the form of an editable table and the Additional Storage Area is expressed in volume and energy units with explicit reference to the Gross Calorific Value used for the modification.
2. By 08:30 of the third (3rd) Day before the beginning of Month M, each interested LNG User submits an electronic application to the Operator via the Electronic Information System making one or more offers reserving Additional Storage Area for one or more Days during the Month. Each offer is submitted according to the template titled 'Offer to Book Additional Storage Area under the Monthly Procedure', which is published in the Electronic Information System.
3. LNG Users have the right to participate in the Additional Storage Area booking procedure, subject to the provisions of article [88^B] regarding the right to participate in the booking of Additional Storage Area, if they fulfill at least one of the following conditions:
 - A) The Daily LNG Balancing Reserve of the LNG User on the day of submission of the offers is above zero.
 - B) The Final Monthly Plan provides for the uploading of at least one LNG vessel belonging to the LNG User within the Month M or within the time-period between the fifth (5) and last day before the beginning of Month M. In the case that the Daily Reserve of the LNG User on the day the offers are submitted is not above zero, the LNG User may participate in the Monthly Procedure with the submission of offers for the time period determined by the LNG Uploading Day of the LNG User's initial LNG vessel load, in accordance with the Final Monthly Plan as per the above, and for the remainder of the Month.
4. Each LNG User meeting the conditions of the previous paragraph may submit up to five (5) offers.
5. Each offer by the LNG User must include the following details:
 - A) The days of the Month M on which the LNG User wishes to reserve Additional Storage Area. The offers of the LNG User exclusively concern days within the Month M on which the LNG User is in possession of at least one valid LNG Agreement concluded with the Operator.
 - B) For each Day (d) nominated by the LNG User under case A) above, the portion of the Additional Storage Area for which booking is requested is to be expressed in energy units (kWh) and the unit price offered is to be expressed in EUR/1000kWh.

- C) A statement by the participant declaring explicit and unreserved acceptance of the terms, the procedure, and the outcome of the tender.
- D) A statement by the participant regarding acceptance or otherwise of allocation of only a part of the requested Additional Storage Area for a Day (d), given that the provisions of article [76^C], paragraph [5](B) are applicable.
6. Each application to book part of the Additional Storage Area is submitted for integer multiples of one (1000) kWh, the maximum limit being the price of the Additional Storage Area for each Day of the Month, in accordance with the announcement of the Operator as per paragraph [1].
 7. The unit price which the LNG User declares that it is willing to pay in its offer, must be greater than zero (0).
 8. An offer may not be amended after its submission.
 9. Offers submitted in a timely manner that meet the conditions of paragraphs 2 to 8 are considered valid. The validity of each offer is reviewed with respect to each Day (d) of the Month M separately. Under no circumstance does the invalidity of part of an offer for any day of Month M render the entire offer invalid.
 10. The evaluation of offers, conducted according to the procedure laid down in article [76^C], commences on expiry of the deadline for the submission of offers as per paragraph 2, and will be completed by 14:00 on the same day.
 11. In order to evaluate the offers, the Operator will draw up a Monthly Offer Ranking Table in which it records, for each Day (d) of Month M, and for each LNG User participating in the Additional Storage Area allocation procedure as per this article. For every valid offer by LNG Users, a record is also made of that part of the Additional Storage Area for which there is a booking application, and the unit price offered.
 12. Following completion of the Monthly Offer Ranking Table containing all valid offers by LNG Users participating in the Additional Storage Area allocation procedure as per the present article, the Operator will then rank the offers for each Day (d) by unit price in descending order. Offers with the same unit price are given equal ranking in the Monthly Offer Ranking Table for the specific Day (d).
 13. Allocation of the Additional Storage Area is done in accordance with the terms and conditions of article [76^C].
 14. As per the provisions of this article, the Operator will notify each participant in the Additional Storage Area allocation procedure of the results by 14:30 on the same day, via the Electronic Information System.

Article 76^B

Daily Allocation of Additional Storage Area

1. Offers to reserve all or part of the Additional Storage Area on the next Day are submitted by interested LNG Users to the Operator electronically, via the Electronic Information System, before 16:30 on the respective previous Day. Offers are to be submitted according to the template entitled 'Additional Storage

Area Booking Offer under the Daily Procedure', which is published via the Electronic Information System.

2. All LNG Users have the right to participate in the Additional Storage Area Booking Procedure as per the present article.
3. Each LNG User may submit up to two (2) offers.
4. Each offer by the LNG User must include the following:
 - A) Specification of the Additional Storage Area for which the booking application is made, expressed in energy units (kWh), as well as the unit price offered expressed in EUR/kWh.
 - B) A statement by the participant regarding the explicit and unreserved acceptance of the terms, the procedure, and the outcome of the tender.
 - C) A statement by the participant regarding acceptance or otherwise of allocation of only a part of the requested Additional Storage Area for a Day [d), given that the provisions of article [76^C] paragraph [5](B) are applicable.
5. Each application to book part of the Additional Storage Area is submitted for integer multiples of a thousand (1000) kWh, the maximum limit being the price of the Additional Storage Area for each day of the month, in accordance with the announcement of the Operator as per paragraph 1.
6. The unit price which the LNG User declares that it is willing to pay in its offer, must be greater than zero (0).
7. An offer may not be amended after its submission.
8. Offers submitted in a timely manner that meet the conditions of paragraphs 1 to 7 are considered valid.
9. The evaluation of offers, conducted according to the procedure laid down in article [76^C], commences on expiry of the deadline for the submission of offers as per paragraph 2, and will be completed by 17:30 on the same day.
10. In order to evaluate the offers, the Operator will draw up a Daily Offer Ranking Table in which it enters, for each LNG User participating in the Additional Storage Area allocation procedure as per this article, and for every valid offer made by LNG Users, the details of that part of the Additional Storage Area for which there is a booking application, and the unit price offered.
11. Following completion of the Daily Offer Ranking Table containing all valid offers by LNG Users participating in the Additional Storage Area allocation procedure as per the present article, the Operator will then rank all of the offers by unit price in descending order. Offers with the same unit price are given equal ranking in the Daily Offer Ranking Table.
12. Allocation of the Additional Storage Area is done in accordance with the terms and conditions of article [76^C].
13. As per the provisions of this article, the Operator will notify each participant in the Additional Storage Area allocation procedure of the results by 17:45 on the same day, via the Electronic Information System.

Article 76^C

Additional Storage Area Offer Assessment Procedure

1. The Operator will ensure the confidentiality of the tender procedure and that there will be no access to individual participant's offers prior to the start of the assessment procedure.
2. Participants in the offer submission procedure may follow the assessment procedure via the Electronic Transactions System. Details concerning the procedure for electronic access during this stage are published by the Operator in the Electronic Information System. In any case where electronic access is not feasible, the Operator will permit the physical presence of authorised representatives, of any participant who has submitted one or more offers, on its premises during the assessment procedure.
3. Once the drawing up of the Offer Ranking Table for monthly offers or the r Ranking Table for Daily Offers complete (as per article [76A] or [76B] respectively), Operator calculates the requested volume of Additional Storage Area for each Day (d), starting with the offer ranked first (the highest offer), and subsequently in descending order from the highest to the lowest offer price as per the respective ranking table, until the sum of the requested volume of Additional Storage Area is, in the first instance, equal to or greater than the Available Additional Storage Area for the Day (d), according to the Operator's announcement made as per articles [76] and [76^A]. The unit price of the offer for which the aforementioned equivalent or greater volume is recorded, is the Threshold Price for Day (d).
4. The offer for which the aforementioned equivalent or greater volume is recorded is the Threshold Offer. In the case that the unit price of two or more offers is equivalent to the Threshold Price, then all of these offers are deemed to be Threshold Offers.
5. For each Day of the Month, the Operator decides on the allocation of Additional Storage Area as follows:
 - A) In the case that the sum of the requested parts of the Additional Storage Area, after taking all offers into consideration, does not exceed the Available Additional Storage Area, then the requested parts of the Additional Storage Area are allocated to all participants in accordance with their offers, and at a zero unit price.
 - B) In the case that the sum of the requested parts of the Additional Storage Area, after taking all offers into consideration, is greater the Available Additional Storage Area, then allocation of the available parts of the Additional Storage Area is made exclusively to those participants which have submitted offers with a unit price equivalent to or greater than the Threshold Price. More specifically, the following apply:
 - (i) If there is a single Threshold Offer, this is will be satisfied for that part which is equivalent to the difference between Available Additional Storage Area and the sum of the requested parts of the Additional Storage Area, according to the highest ranking offers in the Ranking Table after the Threshold Offer (Residual Additional Storage Area). If the Threshold Offer is submitted by a participant that has declared, as

per articles [76^A] and [76^B], that it does not wish to take up the allocation of the Residual Additional Storage Area, the Operator will reject this offer and consider the next offer in the Ranking Table. If this subsequent offer exceeds the Residual Additional Storage Area, and is acceptable according to the terms of this paragraph, then a new Threshold Price will be set, and this offer will be treated as the Threshold Offer. In the case that the requested part of Additional Storage Area of the new offer is less than the Residual Additional Storage Area, then the Operator will consider each subsequent offer until the sum of the requested Additional Storage Area, derived from all offers under consideration, is greater than the Residual Additional Storage Area. If the remaining Additional Storage Area is not exceeded, then case A applies.

- (ii) If there are two or more Threshold Offers, then the Residual Additional Storage Area, as defined in case (i), is allocated to participants submitting Threshold Offers, in proportion to that part of Additional Storage Area requested in each offer. If one of the participants has declared in their offer that it will not accept partial allocation of the requested Additional Storage Area, then the remaining Additional Storage Area will be allocated according to the same rule, i.e. in equal proportion to all participants that do accept partial concession of the requested Additional Storage Area. In case that all the participants with Threshold Offers have declared that they will not accept the allocation of part of the requested Additional Storage Area, the procedure as per case (i) is applied, with rejection of all Threshold Offers, and consideration of the next offer in the ranking order list.

6. Where paragraph [5](B), is applicable with regard to the Monthly Additional Storage Area Tender Procedure as per article [76^A], participants that have been allocated Additional Storage Area will pay the Operator an amount equivalent to: the sum total for each Day (d) of month M that results from the product of that part of the Additional Storage Area allocated to them for each specific Day, multiplied by the Threshold Price for each specific Day (d).

7. Where paragraph [5](B), is applicable with regard to the Daily Additional Storage Area Tender Procedure as per article [76^B], participants to which a part of the Additional Storage Area is allocated will pay the Operator an amount equivalent to: the sum total for each Day (d) of month M that results from the product of that part of the Additional Storage Area allocated to them for that specific Day, multiplied by the Threshold Price for the specific Day (d).

8. Subject to paragraph (9), any part of the Additional Storage Area of the LNG Facility not allocated to LNG Users through the Monthly Storage Area Tender Procedure is considered to be part of the Available Storage Area that remains on offer, for the following purposes, in the order of priority given below:

- A) To meet unplanned requests for LNG uploading, as per article [88].
- B) To meet requests for the rescheduling of LNG uploads as per article [67], paragraph [10].
- Γ) As part of the Daily Storage Area Allocation Procedure according to article [76^B].

9. Specifically, for the last Day of each Month M-1, any part of the Additional Storage Area in the LNG Facility not allocated to LNG Users under the Monthly Storage Area Tender Procedure, which relates to the next first Day of Month M, will be allocated under the Daily Storage Area Tender Procedure, as per article [76^B].
10. The Operator keeps records of all relevant information pertaining to each Competitive Monthly and Daily Storage Area Tender Procedure (submitted applications, offers, evaluation etc.), for a period not less than five (5) years.
11. All competitive tender procedures held as per articles [76^A] and [76^B], which are kept on record by the Operator as per the above paragraph, will be allocated a unique reference number (Competitive Procedure ID) by the Operator.

Article 77

Daily LNG Reserve

1. The Daily LNG Reserve of each LNG User is defined to be the Quantity of LNG which is stored in the LNG Facility for the LNG User at the end of each Day.
2. The Daily LNG Reserve of LNG User (i) on Day (d) is calculated according to the following formula:

$$HAY_{i,d} = HAY_{i,d-1} + EI_{i,d} - AI_{i,d} - AIY_{i,d} + II\Sigma_{i,d}$$

Where:

- $HAY_{i,d-1}$: The Daily LNG Reserve of LNG User (i) on Day (d-1) (kWh)
- $EI_{i,d}$: The LNG quantity injected into the LNG Facility by a LNG User (i) on Day (d) (kWh)
- $AI_{i,d}$: The LNG Quantity gasified on behalf a LNG User (i) on Day (d), calculated as per the provisions of Chapter [7] of this Network Code (kWh)
- $AIY_{i,d}$: LNG Facility Losses allocated against a LNG User (i) on Day (d), according to the procedure described in article [80], hereof (kWh)
- $II\Sigma_{i,d}$: The numerical sum of LNG quantities bought by LNG User (i), less the LNG quantities sold by LNG User (i) on Day (d), as per the provisions of article [78] (kWh).

3. By 12:00 hrs each Day, the Operator will notify all LNG Users, via the Electronic Information System, regarding the amount of their Daily LNG Reserves, Temporary Storage Area and Additional Storage Area at the end of the previous Day, in volume and energy units, with explicit reference to the Gross Calorific Value used in the conversion.
4. In the case that the Daily LNG Reserve exceeds the total Temporary and Additional Storage Area on Day (d), then the excess quantity carries an Excess Reserve Charge, which will be imposed on the LNG User by the Operator. The Excess Reserve Charge is calculated as the product of the excess LNG Quantity (kWh), multiplied by the unit charge (Unit Excess Reserve Charge), which is set

at an amount equivalent to the Daily Balancing Gas Price in force on the Day in question. At the end of the second year following the entry into force hereof, the Unit Excess Reserve Charge will be determined by decision of the Operator, subsequent to approval by the RAE, according to the provisions of Article 69(5), of the Law, three (3) months before the start of every second year. Revenues from Excess Reserve Charges are treated as revenues from the Basic LNG Activity, and are credited to the corresponding account held by the Operator.

5. By 13:00 each Day, the Operator will notify each LNG User, via the Electronic Information System, regarding the sum total of the Daily LNG Reserves, Temporary Storage Area and Additional Storage Area of all LNG Users on Day (d), in volume and energy units, with explicit reference to the Gross Calorific Value used in the conversion. This announcement is entered in the respective file, in the form of an editable table containing the above information for each day of the year on a five-year rolling basis.

Article 77^A

Management of LNG User Reserves on expiry of the LNG Agreement

1. Where the Daily LNG Reserve as per article [77] is other than zero, and the LNG Agreement of the User expires on that day:
 - A) If the Daily LNG Reserve is positive, and the User has not submitted an application to amend the duration of the Agreement as per paragraph [19] of article [71], or the User's request cannot be met because the Temporary Storage Period for the last LNG vessel quantity to which the Agreement pertains has expired, and there is insufficient Additional Storage Area available to fully or partially service the remainder of the Daily LNG Reserve on the next Day (d), then the Operator will, in order of priority, proceed with the following:
 - (i) It will compensate the User at a price equivalent to the product of the LNG quantity remaining after expiry of the LNG Agreement, multiplied by the Unit Compensation Value payable for residual LNG quantities, which is defined as a percentage equivalent to ten percent (10%) of the Daily Balancing Gas Price. In this case, the title to the remaining LNG quantities transfers to the Operator after expiry of the Approved LNG Application, and the aforementioned residual quantity is added to the Operator's Balancing Gas Reserve, if there is available storage space.
 - (ii) The provisions of article [79] are applicable.The above cases (i) and (ii) may be implemented on a supplementary basis.
 - B) If the Daily LNG Reserve is negative, the Operator will charge the User a sum equivalent to the product of the absolute price of the residual Daily LNG Reserve, after expiry of the Approved LNG Application, multiplied by the Unit Compensation Price payable for residual LNG quantities. The latter is set at an amount equivalent to the Daily Balancing Gas Price.

2. At the end of the second year following the entry into force hereof, the Unit Daily LNG Reserve Compensation and the Unit Residual Quantity Charge will be determined by decision of the Operator, subsequent to approval by the RAE, according to the provisions of Article 69(5), of the Law, three (3) months before the start of every second year. The Operator's revenues as per paragraph [2](B), are treated as revenues from the Basic LNG Activity, and are credited to the corresponding account held by the Operator.

Article 77^B

Daily LNG Balancing Reserve

1. The Daily LNG Balancing Reserve is defined the quantity of LNG stored in the Balancing Storage Area at the end of each Day.
2. The Operator is obliged to make available to LNG Users that part of the Balancing Storage Area not used to store Balancing LNG Quantities under the Daily Storage Area Tender Procedure, as per article [76^B].
3. The methodology for calculation of the Daily Balancing LNG Reserve and the part of the Balancing Storage Area that may be made available to LNG Users as per paragraph [2] is determined by decision of the Operator, and approved by the RAE according to the provisions of Article 69(5) of the Law, and is published in the Electronic Information System.
4. The Operator announces the Daily Balancing LNG Reserve via the Electronic Information System, including details of that part of the Balancing Storage Area that is not used. The respective historical data is kept on a five-year rolling basis. The relevant file is in the form of an editable table.

Article 78

LNG Transactions

1. Users which have entered an LNG Facility Usage Agreement with the Operator may proceed with transactions among themselves for quantities of LNG stored in the Facility (LNG Transactions).
2. LNG Users undertaking LNG Transactions are obliged to submit transaction details to the Operator for approval not later than one (1) Day before the day on which the agreement between them is concluded, as follows: buyer's and seller's details, the quantity of LNG covered by the transaction, and the day on which the transfer of title to the quantity of LNG is to take place.
3. Rejection of an LNG Transaction is permitted only where the LNG quantity to which the transaction pertains is greater than the estimated Daily LNG Reserve of the seller, or where the purchaser is unable to make the required storage area available on the day of the transaction.
4. Within three (3) months from its inception, the Operator will define a procedure for the conduct of LNG Transactions through an Electronic Transactions System.

Article 79

Mandatory adjustment of LNG gasification

1. During the Weekly and Daily Planning procedure, the Operator will compare the nominated quantity of natural gas that Transmission Users are to deliver to the LNG Entry Point against the following:
 - A) The LNG Daily Reserve of LNG Users, from which Transmission Users are served, is estimated at the end of the day to which the Nomination or Renomination applies. When assessing the Daily LNG Reserve of each LNG User, the Operator also takes into account any LNG Transactions taking place on the given day.
 - B) Minimum Daily Rate of LNG Gasification.
2. The Operator may modify or reject Transmission Users' Weekly or Daily Nominations or Renominations for justifiable reasons, according to the procedure outlined in Chapter [4], and request that they submit a new Daily Nomination or Renomination as appropriate, indicating the necessary amendments to their nominations and respective changes to LNG gasification and deliveries of natural gas at the LNG Entry Point. They must also indicate delivery, on their behalf, of natural gas to other Entry Points and Reverse Flow Entry Points, with the exception of LNG Entry Points, where the following apply:
 - A) The sum of the quantities of natural gas nominated by the Transmission Users for delivery to the LNG Entry Point by the same LNG User is greater than the estimated, as per paragraph [1], Daily LNG Reserve of the LNG User serving Transmission Users.
 - B) The sum of the quantities of natural gas nominated by Transmission Users for delivery at the LNG Entry Point for the same LNG User is less than the quantity of natural gas required such that, as per paragraph [1], LNG Users serving Transmission Users have an estimated Daily LNG Reserve that does not exceed the sum of the Temporary Storage Area for each LNG vessel and the Additional Storage Area that has been allocated to the LNG User in question. Mandatory Gasification Quantity is considered to be the difference between the Natural Gas Quantity deliverable according to the above, and the sum of the quantities of natural gas nominated by Transmission Users at the LNG Entry Point that are associated with the specific LNG User in question.
 - C) The total quantity of natural gas nominated by Transmission Users for delivery to the LNG Entry Point is less than the Minimum Daily LNG Gasification Rate.
3. In the event that, in the course of the Daily Planning Procedure, the Transmission Users in question do not submit a new Daily Nomination or Renomination or the Daily Nomination or Renomination submitted was not modified in a way ensuring that none of the above cases apply, the Operator has the right, on the Day related to the Nominations, to modify the LNG gasification and the delivery of the respective quantity of natural gas on behalf of the Transmission Users in question at the LNG Entry Point, as well as the delivery, on their behalf, of natural gas to any other Entry Points except from the LNG Entry Point, in a way so as to fully deal with the consequences of the above-mentioned cases.

4. If paragraph [2](B) is applicable, and provided that application of the provisions of paragraph [3] is not possible, for reasons relating in particular to the safe and efficient operation of the NNGS and the compliance of the Operator with respect to its contractual obligations against other LNG Users and Transmission Users falling within the above category, the following measures are taken:
- A) The Operator adapts LNG gasification and delivery of the corresponding quantity of natural gas for Transmission Users in paragraph [2](B) at the LNG Entry Point, via their confirmed quantities, in such a way as to at least partially address the consequences of the aforementioned paragraph [2](B). Mandatory Partial Gasification Quantity is considered to be the difference between the Quantity of natural gas delivered to the LNG Entry Point according to the provisions hereof, and the sum of the initial quantities of natural gas nominated by Transmission Users at the LNG Entry Point, as per paragraph [2](B).
 - B) In addition to case A), or if its implementation is not possible, the Operator allocates the Mandatory Gasification Quantity or the Mandatory Gasification Quantity, less the Mandatory Partial Gasification Quantity as per case A) to other LNG Users or Transmission Users through a tender procedure and invites the Transmission Users in question to proceed to relevant modification of their Weekly or Daily Nominations or Renominations. Until this procedure is initiated, the Operator will modify nominations of Transmission Users who have booked Transmission Delivery Capacity at the LNG Entry Point, but do not fall within the provisions of paragraph [2](B), in such a way as to allow for the off-take of Mandatory Gasification or Mandatory Partial Gasification quantities from the storage areas of the LNG Facility. The Operator will decide on the details of implementation of the above two procedures, particularly the price at which the Mandatory Gasification quantity, or the Mandatory Gasification quantity minus the Mandatory Partial Gasification quantities are made available, following approval by RAE, according to the provisions of paragraph 5, article 69 of the Law.
 - C) If implementation of the provisions of cases A) to B) as above is not possible, the Operator will charge LNG Users serving Transmission Users falling under the provisions of paragraph [2](B), the LNG Excess Storage Area Charge, which is equivalent to a sum of five hundred thousand (EUR 500 000) Euros for the first Day on which this case becomes applicable. This charge is increased by ten per cent (10%) for each additional Day on which the Transmission User served by the LNG User falls under the provisions of paragraph [2](B). At the end of the second year following the entry into force hereof, the LNG Excess Storage Area Charge will be determined by decision of the Operator, subsequent to approval by the RAE, according to the provisions of Article 69(5) of the Law, three (3) months before the start of every second year. Revenues from LNG Excess Storage Area Charges are treated as revenues from the Basic LNG Activity, and are credited to the corresponding account held by the Operator.
5. The Operator is obliged to apply the above measures in accordance with the principle of proportionality, and in a non-discriminatory manner, among the Transmission Users and LNG Users to which they pertain, and wherever this is

required for the safe and efficient operation of the LNG Facility, as well as in cases of obstructions to provision of the public utility services assigned to it, or as required for the fulfillment of the contractual obligations of the Operator towards other LNG and Transmission Users and, in particular, LNG Uploading by other LNG Users.

6. On the day after implementation of any of the above measures, the Operator will notify RAE in writing regarding the reasons for implementing said measure, as per paragraph [6], and at the same time, will submit any other relevant data according to paragraphs [2], [3] and [4]. The Operator must also notify the RAE on the day after any of the above measures ceases to apply, as appropriate.

Article 80

LNG Facility Losses

1. The LNG Facility Loss ($A\pi Y_p$) during a period p is defined as the difference between the total LNG injected into the LNG Facility ($E\pi Y_p$) during this period and the quantities gasified and injected in the Transmission System by the LNG Facility ($A\Pi Y_p$) over the same period, as these measured at NNGTS LNG Entry Points, duly increased by the difference between the quantities of natural gas stored in the LNG Facility ($A\pi E\gamma$) at the beginning ($A\pi E\gamma_{p-1}$) and the end ($A\pi E\gamma_p$) of the given period of time, according to the following formula:

$$A\pi Y_p = E\pi Y_p - A\Pi Y_p + (A\pi E\gamma_{p-1} - A\pi E\gamma_p)$$

2. The Loss Coefficient of the LNG Facility (ΣAY_p) during any given time period, is defined as the LNG Facility Loss ratio during the period in question and the sum of quantities gasified and injected into the Transmission System by the LNG Facility, as these are measured at the LNG Entry Point over the time period, increased by the LNG Facility Loss, according to the following formula:

$$\Sigma AY_p = \frac{A\pi Y_p}{A\pi Y_p + A\Pi Y_p}$$

3. By the 15th of November each year, and subject to approval by the RAE, the Operator will publish, via the Electronic Information System, its estimate of the value of the approved LNG Facility Loss Coefficient (LFLC) valid for the next year, as well as details of the methodology based on which the Operator has arrived at this estimate. During each year, the value of the approved LNG Facility Loss Coefficient may be reviewed once (1 time) after receiving the approval by RAE, at the request of the Operator. This is subject to specific justification and announcement in the Electronic Information System.
4. For each day during which the quantity gasified and injected to the Transmission System from the LNG Facility is greater than zero, and in order to estimate the LNG reserve of LNG Users, the Operator will distribute the LNG Facility Loss among users in proportion to the quantities each LNG User has gasified for Transmission Users on that same day, calculated according to the procedure described in Chapter [7] of the Network Code.

5. For each Day during which no gasification takes place in the LNG Facility, the Operator will distribute the LNG Facility Loss among LNG Users, proportionate to the Daily LNG Reserve held by each User at the beginning of the specific Day.
6. At the beginning of each Month the Operator calculates the Loss Coefficient of the immediately preceding Month (MΣAY), taking into consideration those days on which the quantity gasified and injected to the Transmission System from the LNG Facility was greater than or equal to the Minimum Daily LNG Gasification Rate of the LNG Facility.
7. If the LNG Facility Loss Coefficient during any month is greater than the Approved Loss Coefficient, then the Operator is liable for payment of compensation for LNG losses to LNG Users. LNG Loss Compensation is not paid to Users for days of the month where gasification is not performed by the LNG Facility, or when the quantity that was gasified and injected into the Transmission System from the LNG Facility was less than the facility's LNG Minimum Daily LNG Gasification Rate.
8. LNG Loss Compensation is calculated as the product of the LNG Loss Coefficient multiplied by a unit value (Unit LNG Loss Compensation Charge).
9. The LNG Loss Quantity for which compensation is calculated is the product of the difference between the LNG Facility Loss Coefficient for the particular Month and the Approved LNG Facility Loss Coefficient, multiplied by the sum of the LNG Facility Loss for the month in question and the quantity gasified and injected to the Transmission System from the LNG Facility in that month.
10. The Unit LNG Loss Compensation Charge is defined as equivalent to the average Daily Balancing Gas Price (DPBG) value over the Month in question. At the end of the second year after the Network Code comes into effect, the Unit LNG Loss Compensation Charge is determined by decision of the Operator and is subject to the approval of the RAE, according to the provisions of Article 69(5) of the Law.
11. LNG Loss Compensation is distributed among LNG Users on a monthly basis, proportionate to the LNG quantities that were gasified and injected to the Transmission System by the LNG Facility on behalf of the Transmission Users (which are served by the LNG Users), as per the provisions of Chapter [7] of the Network Code.
12. Each day during which gasification is carried out at the LNG Facility for the solely for balancing purposes, the Operator will allocate LNG Facility Losses among LNG Users in proportion to the Daily LNG Reserves held by each LNG User at the beginning of that day.
13. The Operator will publish the LNG Facility Loss for each Day (d) with special reference to the days where there are cases arising as per paragraphs [5] and [12]. The relevant file will be in the form of an editable table and the relevant information is kept for at least five (5) years.

Article 81

Annual LNG Vessel Upload Planning

1. In the interests of good, reliable, secure and cost effective operation of the LNG Facility, the Operator will complete an annual plan for LNG Uploading (Annual LNG Plan), through which the LNG Uploads for each Year will be scheduled.
2. To this end, Annual LNG Upload Plan nominations (Annual LNG Nominations) will be submitted to the Operator, according to the provisions of article [82].
3. LNG Users have the right to submit Annual LNG Nominations.

Article 82

Submission and Content of Annual LNG Nominations

1. Annual LNG Nominations are submitted to the Operator through the Electronic Information System, at the latest by 31st October of each year (deadline for submission of Annual LNG Nominations).
2. For each month of the year in question, Annual LNG Nominations include the following details:
 - A) The total number of LNG Quantities that the interested party wishes to upload during the month.
 - B) The volume of each LNG vessel load, as well as the quantity of any Balancing LNG Quantity expressed as kWh and LNG m³.
 - C) The name of the LNG vessel that will transport each LNG Quantity, if this information is available.
 - D) The LNG Injection Time that the interested party estimates is necessary for injection of each LNG Quantity, plus the estimated time for the injection of any Balancing LNG Quantity.
 - E) The desired LNG Upload Day, and a time period of four (4) days that will cover the LNG Upload Time (Initial Uploading Period) for each LNG Quantity and any Balancing LNG quantity.
 - E) The Temporary Storage Period for each LNG Quantity.
 - G) A nomination from the LNG User (Multiple Quantities Statement), where there is combined transport of two or more quantities by the specific LNG User or other Users, which are to be uploaded to the LNG facility from the same LNG Vessel during the same initial uploading period. If a Multiple Quantities Statement is not submitted, then the Uploading Day is considered to relate only to the specified LNG Quantity.

Article 83

Annual LNG Planning Procedure

1. Following expiration of the deadline for submission of the Annual LNG Nominations, the Operator will draw up the Annual LNG Plan, according to the

provisions of article [87], and prepare the initial annual LNG upload plan (Initial Annual LNG Plan).

2. The Operator will notify the RAE and issue Users submitting Annual Nominations with details of the Initial Annual LNG Plan, via the Electronic Information System, at the latest on the 15th November before the beginning of each year (Initial Annual LNG Plan Delivery Deadline).
3. The Initial Annual LNG Plan specifies:
 - A) The LNG Uploading Day, the start date of the Initial Upload Period, the volume of each LNG Quantity, the Temporary Storage Period, and the volume of any LNG Balancing Quantity. LNG Quantities for which a common uploading Nomination has been submitted in accordance with Article [84], will be deemed to have the same Uploading Day and the same Initial Uploading Period start date.
 - B) LNG Quantities that were not included in the schedule, as per the provisions of article [87], paragraph [6].
4. Any divergence between the Initial Annual LNG Plan and the details of Annual LNG Nominations submitted within the context of the Annual LNG Plan must be specifically justified by the Operator, which will notify the interested party accordingly. In this case, the interested party has the right to submit a new Annual LNG Nomination, as well as his objections on the Initial Annual LNG Plan within a period of seven (7) Days from the expiry of the deadline for issue of the Initial Annual LNG Plan.
5. The Operator will take the objections and all annual LNG nominations submitted in accordance with paragraph [4] into account, subsequently preparing and issuing, through the Electronic Information System, a Final Annual LNG Plan to all respective interested parties, and the RAE, no later than fourteen (14) days after expiry of the Initial Annual LNG Plan deadline, specifically justifying any deviations from the annual LNG nominations.
6. The Final Annual LNG Plan will be updated by the Operator in the following cases:
 - A) Following completion of the Monthly LNG Plan with a time horizon of the subsequent month, according to the provisions of article [86].
 - B) Following signature of a new Approved LNG Application, or modification or termination of an existing Approved LNG Application under the respective LNG Contract.
 - C) For reasons of force majeure.
 - D) In the case of cancellation of LNG vessel uploading as per the provisions of paragraph [8] of article [86].
 - E) In that case that a User participating in the Annual LNG Plan has not submitted an Application for Provision of Basic LNG Services to the Operator at the latest forty five (45) days before the beginning of the month in which an LNG Upload or Uploads are scheduled to take place on his behalf. In this case, the corresponding LNG Upload Times and Temporary Storage Periods for the given month will be allocated by the Operator to other interested parties, as per the provisions of this Chapter.

- F) In the case of unscheduled LNG vessel uploading, as per the provisions of article [88].
7. The Final Annual LNG Plan and each update thereof will be published in the Electronic Information System. The respective file must be in the form of an editable table, and all values entered therein that relate to LNG quantities or storage areas, will be expressed in volume and energy units with explicit reference to the Gross Calorific Value used in conversion.
 8. The Operator will keep a record of the Final Annual LNG Plan and the Annual LNG Nominations submitted for the preparation thereof, in electronic format for a minimum period of five (5) years from their date of submission.

Article 84

Monthly LNG Vessel Upload Planning

1. In the interests of good, reliable, secure and cost effective operation of the LNG Facility, the Operator will complete an monthly plan for LNG uploading (Monthly LNG Plan), through which the LNG uploads for each month will be scheduled, for the subsequent month (Month M) and the next two consecutive months (Months M+1 and M+2) respectively.
2. LNG Users have the right to participate in monthly LNG planning.
3. To this end, each LNG User is obliged to submit a monthly LNG upload nomination to the Operator, according to the provisions of article [85], wherever the Final Annual LNG Plan contains Planned LNG Uploads for said User during a given Month (M).
4. If LNG Users do not submit monthly nominations, it is assumed that they will not proceed with LNG uploading during the specific month (M).
5. During the Monthly LNG Planning procedure, each reference to the Final Annual LNG Plan is understood as a reference to the most recently updated Final Annual LNG Plan, as per the provisions of article [83], paragraph [6].

Article 85

Submission and Content of Monthly LNG Nominations

1. Monthly LNG Nominations are submitted to the Operator through the Electronic Information System, at the latest twenty eight (28) days before the beginning of each month (M) (Monthly LNG Nomination Submission Deadline).
2. The Monthly LNG Nomination includes:
 - A) For each LNG Quantity that the LNG User wishes to upload during month M:
 - (i) The desired Uploading Day and a period of six (6) hours within that day, during which LNG Injection will start.
 - (ii) The volume of each LNG vessel load, as well as the quantity of any Balancing LNG Quantity expressed as kWh and LNG m³.

- (iii) The name of the LNG vessel transporting the load.
 - (iv) The LNG Injection Time that the LNG User deems necessary for injection of the load, plus any balancing LNG Quantity.
 - (v) The desired Temporary Storage Period for each LNG Quantity.
- B) For each LNG quantity that the LNG User wishes to upload during Months M+1 and M+2:
- (i) The desired LNG Uploading Day and a time period of four (4) Days, which covers the LNG upload time (Initial Upload Time) for each LNG vessel load.
 - (ii) The quantity of LNG and any balancing LNG.
 - (iii) The name of the LNG vessel transporting the load.
 - (iv) The LNG Injection Time that the LNG User deems necessary for injection of the load, plus any balancing LNG Quantity.
 - (v) The desired Temporary Storage Period for each LNG Quantity.
- C) Planned LNG Quantities, as per the Final Annual LNG Plan, that the LNG User does not wish to perform during Months M+1 and M+2.
- D) A nomination from the LNG User (Multiple Quantities Statement), where there is combined transport of two or more quantities by the specific LNG User or other Users, which are to be uploaded to the LNG facility from the same LNG Vessel on the same Uploading Day. If a Multiple Quantities Statement is not submitted, then the Operator will assume that the Uploading Day concerns the specified LNG Quantity only.

Article 86

Monthly LNG Planning Procedure

1. Following the expiration of the deadline for submission of Monthly LNG Nominations, the Operator will carry out the monthly planning procedure according to the provisions of article [87], and prepare the Initial Monthly LNG Plan.
2. The Operator will notify the RAE and issue Users submitting Monthly Nominations with details of the Initial Monthly LNG Plan via the Electronic Information System, at the latest fifteen (15) days before the beginning of each month (Initial Monthly LNG Plan Issue Deadline).
3. For each one of the three Months in question, the Initial Monthly LNG Plan specifies the following:
 - A) The Upload Day and a period of six (6) hours within that day, during which LNG Injection will start. LNG Quantities for which a joint upload nomination has been submitted in accordance with article [85] will be deemed to have the same Uploading Day and the same Initial Uploading Period start date.
 - B) The volume and Temporary Storage Period for each LNG Quantity and any balancing LNG quantities.

- C) For each day in the next three (3) Months, specification of that part of the LNG Facility's Available Storage Area that remains free for allocation, after completion of the planning procedure.
- D) LNG Quantities that were not included in the schedule, as per the provisions of article [87], paragraphs [6] and [7].
4. Any divergence between the Initial Monthly LNG Plan and the details of Monthly LNG Nominations submitted within the context of the Monthly LNG Plan represents a duly justified proposal by the Operator, which will notify the corresponding Users accordingly. In this case, LNG Users or their authorised representatives under article [66], paragraph [9], have the right, within five (5) days of the expiry of the Initial Monthly LNG Plan Issue Deadline:
- A) To declare in writing that they accept the Operator's proposal. Following acceptance of the proposal on the part of the LNG User, their participation in the Final Monthly Plan, as defined in paragraph [6], is assumed.
- B) To declare in writing that they do not accept the Operator's proposal. Following rejection of the proposal on the part of an LNG User, it is assumed that said User will not be participating in the Final Monthly Plan, as per paragraph [6].
- C) To present the Operator with a written nomination for the LNG uploads included in the proposal, which it accepts. The LNG Upload quantities that the LNG User thereby accepts are assumed to be included in the Final Monthly LNG Plan, as per paragraph [6].
5. Non submission of a statement as per the above is interpreted as acceptance of the Operator's proposal on the part of LNG User.
- If the total of LNG upload quantities included in the User's Monthly Nomination are incorporated in the Initial LNG Plan without any deviations, it is assumed that they will be included in the Final Monthly LNG Plan, as per the provisions of paragraph [6].
6. At the latest ten (10) Days before the beginning of each Month, the Operator will undertake the following:
- A) Taking into account the provisions of paragraphs [4] and [5], the Operator will draw up and issue a Final Monthly LNG Plan, via the Electronic Information System, to LNG Users that have submitted a respective Monthly nominations, and to the RAE.
- B) The Operator will update the Final Annual LNG Plan based on data from the Final Monthly LNG Plan.
7. LNG Users may agree among themselves to exchange LNG Uploading Time and corresponding Temporary Storage Periods within Month (M) or the next two months to which the Final Monthly LNG Plan relates. This agreement will be drawn up in writing and communicated to the Operator. The Operator will accept the suggested LNG Uploading Time exchange among LNG Users and announce it on its website provided that:
- A) The requisite LNG Storage Area is available.

- B) It does not obstruct LNG uploading by other Users, according to the Final Monthly LNG Plan.
8. In the event of cancellation of scheduled uploading of an LNG Quantity in Month M after publication of the Final Monthly LNG Plan which relates to Months M, M+1 and M+2, the LNG User must pay the Operator a cancellation charge, which is calculated as the product of the cancelled LNG upload quantity, multiplied by a unit price (Unit Charge for Planned LNG Upload Cancellation). The Unit Charge for cancellation of a Planned LNG Upload is set at a percentage equivalent to one per cent (1%) of the Daily Balancing Gas Price on the first Day of the Month during which uploading was scheduled. The charge for cancellation of a scheduled upload cannot exceed the sum of one hundred thousand (EUR 100 000) Euros. After the end of the second year in which the Network Code enters into force, the Unit Charge for cancellation of Planned LNG Uploads and the upper limit of the charge will be reviewed and determined by decision of the Operator, subject to the approval of the RAE, according to the provisions of Article 69(5) of the Law, three (3) months before the beginning of every second year. Revenues from Planned LNG Upload Cancellation Charges are treated as revenues from the Basic LNG Activity, and are credited to the corresponding account held by the Operator. For the purposes of this paragraph, any reference to LNG Quantity quantities relates to the sum of the LNG User's quantities plus any Balancing LNG Quantity. The uploading of part or all of an LNG Quantity by a User other than the designated User under the Final Monthly LNG Plan is not considered to be cancellation. Under these circumstances, case [16] of article [67] is applicable.
9. The Operator will maintain records of all Monthly LNG Plans and Monthly LNG Nominations, and store the relevant data in electronic format for a minimum period of five (5) years from their date of submission.
10. The Final Monthly Plan for Month M and, if necessary, the Final Monthly Plan for Month M+1, will be updated by the Operator in the following cases:
- A) In the event of cancellation of a scheduled LNG vessel upload and any balancing LNG Quantity.
 - B) In the event of unplanned uploading of LNG quantities as per article 88.
 - C) In the event of acceptance of an application for amendment of the Final Monthly LNG Plan as per paragraphs [10] to [16] of article [67].

After each update of the Final Monthly LNG Plan, the Operator is responsible for the corresponding updating of the Final Annual LNG Plan.

11. The Operator will announce the details of each update to the Final Monthly and Annual LNG Plans via the Electronic Information System. The respective file must be in the form of an editable table, as per the provisions of article [83], paragraph [7], and must include the date and time of the update, which is carried out as follows:
- A) Within two (2) hours of receipt of information by the Operator regarding cancellation of a Planned LNG Upload as per paragraph [10](A), if the information becomes available before 16:00 on the current day
 - B) According to the deadline laid down according to article [88], paragraph [9](B), where the update pertains to paragraph [10](B).

- C) Within two (2) hours of acceptance of the application as per the provisions of paragraph [5], article [88], or submission of an applicant's nomination as per the provisions in paragraph [8], article [88], if the aforementioned acceptance or the nomination submission takes place before 17:00 on the current Day and the update concerns paragraph [10](C).
 - D) Within one hour from the beginning of the next day after the above day in any other case not covered by the aforementioned paragraphs A), B) and C).
12. Any reference to the Final Monthly LNG Plan is considered to refer to the most recent update of the Final Monthly LNG Plan, as per the provisions of paragraph [10].

Article 87

Monthly and Annual LNG Scheduling Methodology

1. In order to prepare each Monthly and Annual LNG Plan, the Operator will take the following factors into particular consideration:
 - A) The Monthly and Annual LNG Nominations, which are submitted according to the provisions of [articles \[82\]](#) and [\[85\]](#).
 - B) The Gasification Capacity, the Available Storage Area and the Minimum Daily LNG Gasification Rate of the LNG Facility.
 - C) The Annual NNGS Maintenance Plan.
 - D) The Booked Gasification Capacity of each LNG User.
 - E) The Temporary Storage Area and the Minimum LNG Gasification Capacity.
 - F) Any historical data pertaining to LNG Quantity gasification by each LNG User.
 - G) The obligation to provide the Basic LNG Service in a non-discriminatory manner to all Users.
 - H) The rules pertaining to the secure and efficient operation of the LNG Facility.
 - I) The rules for safe navigation in the marine area of the LNG Facility.
 - J) Potential use of the LNG Facility for NNGTS Gas balancing purposes and provision of public utility services, according to the provisions of article 71, paragraph 3 of the Law, as well as the Annual Scheduling of Balancing and Operational Gas Offsetting as per article [46].
 - K) Nominations by two or more Users regarding the joint uploading of LNG quantities or nominations by Users regarding upload of two or more LNG Quantities from the same vessel on their behalf (Multiple Quantities Statement).
2. During preparation of the Annual and Monthly LNG Plans, the Operator will make changes to the nominated LNG Quantity Uploading Days or Initial Uploading Periods, where the following apply:

- NON CONFIDENTIAL
- A) Where failure to alter nominated LNG Uploading Days would mean that scheduled nominated quantities would exceed the Available Storage Area of the LNG Facility.
 - B) There is overlapping between two or more nominated Initial Uploading Periods, with the exception of cases where a Multiple Quantities Statement has been submitted. If there is a Multiple Quantities Statement, then overlapping of two or more Initial Uploading Periods is permissible.
 - C) The LNG quantity's required Temporary Storage Period exceeds the Maximum Temporary Storage Period as per article [69].
3. During the Annual LNG Planning process, provided that the reasons of paragraph [2] also apply, the Operator may alter the schedule, with the minimum possible disruption, of LNG Users' nominated Uploading Days and their respective Initial Uploading Periods, according to priority ranking in descending order of their annual LNG Quantity.
 4. Where the reasons outlined in paragraph [2] apply in the course of the Monthly LNG planning procedure, the Operator will reschedule nominated days for LNG Uploading, with the minimum disruption and in the following order of priority:
 - A) LNG Users' quantities included in the Final Annual LNG Plan, ranked in ascending order of divergence from the Final Annual LNG Plan in terms of Uploading Days and LNG Quantity quantities.
 - B) LNG Users' quantities that are not included in the Final Annual LNG Plan, in descending order of LNG Quantity.
 - C) LNG Users' quantities in descending order of LNG Quantity, in the event that the issue of the Final Annual Plan is pending.
 5. In any case where the reasons of paragraph [2] apply, the Operator, prior to rescheduling the LNG Uploading Days and the respective Initial Uploading Periods according to the provisions of paragraphs [3] and [4] above, may propose that LNG Users make sufficient reductions to Temporary Storage Periods for each LNG Quantity. This will then be accompanied by LNG transactions between Users, such that LNG uploading is facilitated with the least possible deviation from the respective schedule already nominated. The Operator will proceed with each respective action subject to the written consent of LNG Users.
 6. The Operator has the right to exclude any LNG Quantity that exceeds the Available Storage Area of the LNG Facility from LNG upload planning conducted under the terms of articles [83] and [86].
 7. The Operator has the right to exclude LNG quantities from the Initial or Final Monthly Plan in the course of the Monthly LNG Planning process, where the LNG Quantities in question are not included in the corresponding Final Annual LNG Plan, and their uploading is not possible within the time horizons of the Monthly LNG Plan, having taken into consideration the provisions of paragraph [4].

Article 88

Unplanned LNG Vessel Uploads

1. Any LNG User, as per the provisions of article 72 of the Law, that wishes (during Month M) to carry out an LNG upload that is not incorporated in the Final Monthly LNG Plan for the month in question, may submit a respective application to the Operator via the Electronic Information System.
2. The following items are specified in the application:
 - A) The LNG Uploading Day, and an interval of six (6) hours within that day, during which the LNG Injection process will begin.
 - B) The LNG Quantity and any LNG Balancing Gas Quantity.
 - C) The name of the vessel transporting the LNG and a statement from the LNG User (Multiple Quantities Statement), if the quantity is being transported together with other LNG quantities, belonging to the same LNG User or other Users, for uploading at the LNG Facility during the same Initial Uploading Period, provided that this information is available. If this information is not available, then the Operator will assume that the Uploading Day concerns the specified LNG Quantity only.
 - D) The estimated LNG Injection Time for the specific LNG Quantity.
 - E) The desired Temporary Storage Period for the LNG quantity
 - F) To the extent that the application regards the joint transfer of two or more quantities of the LNG User or other Users for uploading at the LNG Facility by the same LNG Vessel on the same Uploading Date (Multiple Quantities Statement). If a Multiple Quantities Statement is not submitted, then the Operator will assume that the Uploading Day concerns the specified LNG Quantity only.
3. The Operator will reach a decision regarding the application:
 - A) Within two (2) days after completion of the Additional Storage Area Monthly Allocation Procedure as per article [76], provided that the application is submitted between the fifth (5th) and third (3rd) day prior to the beginning of Month M.
 - B) Within two (2) days of completion of the Final Monthly LNG Plan for Month M, provided that the application is submitted before the day of completion of the Final Monthly LNG Plan, as per paragraph [6] of article [86].
 - C) Within two (2) days of the submission of the application, where the application is submitted outside the time periods determined in cases A) and B)

The Operator will notify the applicant of its decision via the Electronic Information System.
4. During evaluation of applications, the Operator will use the submission date to determine priority.
5. The Operator will take the following actions, having first taken into particular consideration the Final Monthly LNG Plan for Month M and Month M+1, the part of the Available Storage Area of the LNG Facility that has been allocated as

Additional Storage Area as per the provisions of article [76], the part of the Available Storage Area that remains for offer, the available Gasification Capacity and the Booked Gasification Capacity of the applicant, given that the applicant is an LNG User. The Operator will also consider any relevant factor according to the provisions of paragraph [1], article [87]:

- A) Accept the application.
 - B) Accept the application under certain conditions, with reference in particular to the following:
 - (i) Alteration of the LNG Quantity Uploading Day.
 - (ii) Partial uploading of the LNG Quantity, or the Balancing LNG Quantity.
 - (iii) Increases in an applicant's Booked Gasification Capacity, provided that they are registered LNG Users.
 - (iv) Reduction of the Temporary Storage Period.
 - C) Reject the application for duly justified reasons.
6. In the case that the applicant has not booked the total Minimum LNG Gasification Capacity, a prerequisite for proceeding with the upload of the LNG quantity is signature of the Approved LNG Application, within the framework of an LNG Contract with the Operator, at least three (3) days prior to the LNG Upload Day.
7. Approval of the application with conditions or rejection thereof will be duly justified by the Operator. The RAE will be notified of rejected applications.
8. Within one (1) day from notification by the Operator of acceptance of the application with conditions, as per the provisions of [5] above, the applicant must inform the Operator regarding their intent to proceed with the uploading of the LNG Quantity via the Electronic Information System, with submission of a nomination stating their express and unconditional acceptance of all the conditions set out by the Operator. Upon lapse of the above deadline with no action taken, it is considered that the applicant has decided not to proceed with the LNG upload.
9. At the latest within one (1) Day from the acceptance of the application as per the provisions of case A), paragraph [5], or submission of the applicant's nomination as per paragraph [8] above, the Operator will:
- A) Invites the applicant to submit an application for the provision of the Basic LNG Service within three (3) days.
 - B) Modifies the Final Monthly LNG Plan for Month M and updates the Final Annual LNG Plan.

Article 88^A

Daily Release of Unused Storage Area

1. Subject to paragraph [2] of this article, the Unused Storage Area of the LNG User (i) for Day (d) of the Month M is calculated by the Operator on Day d-1 within

half (½) an hour from the announcement of the Daily LNG Reserve, as per article [77] and as follows:

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

Where:

$MXAXX_{i,d}$	The Unused Storage Area of the LNG User (i) for the day (d) (kWh)
$HAY_{i,d-2}$: The Daily LNG Reserve of LNG User (i) on Day (d-2) (kWh)
$XEK_{i,d}$	That part of the Additional Storage and Temporary Storage Areas that is available as per article [73] and [73 ^B] on the secondary market, and as a result of an LNG transaction by according to article [78], by LNG User (i) on the Day (d) (kWh).
$XEK_{nj,d}$	The sum of the parts of the Additional Storage Area and the Temporary Storage Area that have been transferred to the User (i) as per articles [73] and [73 ^B], and as a result of an LNG transaction according to article [78], on Day (d) by nj LNG Users (kWh).
$X\Pi A_{i,d}$	The Temporary Storage Area that has been made available to LNG User (i) on the Day (d) within the framework of the Basic Service as per article [69] (kWh).
$\Pi AX_{i,d}$	The Additional Storage Area which has been booked by LNG User (i) on the Day (d) as per articles [76] and [76 ^A].
$XE\Pi_{i,d}$	Surrendered Storage Area Capacity on Day (d) that is surrendered by the User to the Operator as per the provisions of article [88 ^C].

- For all days in which the LNG Uploading and Injection process takes place as per articles [67] and the LNG User's Unused Storage Area is considered to be equal to zero.
- The LNG Facility's Unused Storage Area on Day (d) is the sum of the Unused Storage Area of all LNG Users.
- The Unused Storage Area is added to that part of the Available Storage Area which remains on offer (Initial Additional Storage Area) as per article [76^C], and is made available via the Daily Procedure as per article [76^B], in the case that the sum of the storage area that LNG Users have requested under the respective procedure is greater than the Initial Available Storage Area.
- In the case that the Unused Storage Area is booked by other Users as per the procedure provided for under article [76^B], then the initial LNG Users from which the Unused Storage Area was taken will be compensated for each Day on which release takes place, by an amount calculated as an amount equivalent to the part of the Unused Storage Area that was released, multiplied by the Threshold Price that the LNG User paid for its acquisition, multiplied by a coefficient of 98%, less that part of the Unused Storage Area consisting of all or part of the Temporary Storage Area that is allocated to the LNG User under the Basic Service as per article [69]. In the case that the Unused Storage Area is from two or more tender procedures as per article [76^A] and [76^B], the calculation is carried out separately

for each part of the Unused Storage Area and Threshold Price arising from each tender procedure.

Article 88^B

Monitoring of LNG Facility Storage Area Use and Congestion Management

1. The Operator sends an analytical statement (LNG Use Statement) in an electronic and editable format to the RAE, which includes, for the six previous months, at least the following information:
 - A) The details as per paragraph [5] of article [77], separately for each LNG User.
 - B) Completed LNG uploads including details of requests for non-unplanned uploading as per article [88], as well as applications rejected due to lack of sufficient storage area.
 - C) The part of the Daily LNG Balancing Reserve made available by the Operator to the Users, per LNG User.
 - D) The parts of the Additional Storage Area and the Temporary Storage Area that were made available to the secondary market as per article [73^B] during the allocation period covered by LNG Use Statement, as well as the allocation price, and details of any part of the storage area that was surrendered to the Operator via the surrender procedure as per article [88^C].
 - E) The Additional Storage Area offered to LNG Users by the Operator under the Monthly and Daily Allocation Procedure, and the results of the relevant tender procedures as per articles [76^A] and [76^B].
 - F) The average price of the sum of used and allocated Gasification Capacity booked via the allocation procedure described in articles [73] and [73^B].
2. The Use Statement is submitted to the RAE in January and July.
3. Systematic non-use of Additional Storage Area and Temporary Storage Area is considered to exist where the average value of the sum of the LNG User's Daily Reserve as per article [77]; the Additional Storage Area and Temporary Storage Area allocated as per article [73] and [73^B] in the secondary market, and the Surrendered Storage Area as per article [88^C], is less than 80% of the average value of the sum of the Additional Storage Area and the Temporary Storage Area which the LNG User has booked over the six (6) consecutive months to which the report refers.
4. Where the details of the Use Statement indicate that there is:
 - A) Systematic Non-Use of the Additional Storage Area and the Temporary Storage Area that may have an adverse effect on the access of third parties to the LNG Facility, the economic efficiency of the latter, the security of supply, and the capacity to provide public utility services and
 - B) Failure to offer capacity on the secondary market as per article [73^B] or non-surrender as per article [88^C] of all or part of the Additional Storage Area and the Temporary Storage Area for at least 70% of the time that the Daily LNG

Reserve of the LNG User falls below 80% of the average value of the sum of the Additional Storage Area and the Temporary Storage Area booked by the User in question,

The RAE may ask the Operator to invite the User to provide clarifications, giving them a fifteen (15) day deadline in which to explain non-use of Additional and Temporary Storage Areas or failure to offer capacity on the secondary market. If the LNG User does not adequately explain in a timely manner the non-use of a storage area allocated to it, the Operator will issue a decision, subject to the approval of the RAE in accordance with the provisions of paragraph 5 of article 69 of the Law, excluding the User from the Monthly Additional Storage Area Allocation Procedure as per article [76^A], for a period of time equivalent to two (2) months where this is the first time the measure is applied in accordance with this article. This period will be doubled each time this measure is applied.

5. All decisions of the Operator in accordance with this Article will be published on the Operator's website in Greek and English.

Article 88^C

Surrender of Additional Storage Area or Temporary Storage Area to the Operator

1. Each LNG User (User Provider) may surrender to the Operator, for allocation to all other interested parties, the whole or part of the Temporary Storage Area and Additional Storage Area that they have booked in the LNG Facility (Surrendered Storage Area), for a specific period of time according to the provisions of this article.
2. The LNG User may not, and the Operator will not accept, surrender of whole or part of storage areas already offered on the secondary market in accordance with the provisions of articles [73] and [73^A] for the respective period of time.
3. The User Provider must submit a relevant request in writing to the Operator using the template entitled 'Application for Surrender of LNG Storage Space', which will be published in the Electronic Information System. In the application the following must be clearly mentioned:
 - A) The volume of the Surrendered Storage Area.
 - B) The Approved LNG Application(s), if the request pertains to the surrender of Temporary Storage Area, or the Tender Procedure ID as per article [76^C], if it pertains to the surrender of Additional Storage Area.
 - C) The Start Day and End Day of the offer of Surrendered Storage Area.
4. The Application for Surrender of LNG Facility Storage Space must be submitted at least two (2) working days prior to the Start Day of the offer.
5. The End Day of the Surrendered Storage Area Offer is, at the latest, the End Day of the Temporary Storage Period, if the Surrendered Storage Area is a Temporary Storage Area, or otherwise the last day on which the respective area is available where the surrender pertains to the Additional Storage Area, according to article [76^A].

6. The Operator will, within the next working day after receipt of the User Provider's application, arrive at a decision to accept the application or rejecting it, if it does not comply with the provisions of paragraph [3] of this article. The Operator will then notify the User Provider in writing accordingly.
7. If the application is accepted, the operator will update the Electronic Information System. The Surrendered Storage Area is calculated as that part of the Available Storage Area which remains on offer as per paragraph [8] of article [76^C], plus any pre-existing Available Storage Area, after allocation of the latter.
8. In the case of storage area surrender by more than one LNG User, the Operator will prioritise the applications in chronological order of submission.
9. The User Provider retains all rights and obligations against the Operator, and in particular financial obligations, in accordance with the LNG Contract, the NNGS Usage Tariff, and the tender process as per article [76A] with regard to the capacity and time period of the surrendered storage area that has not yet been booked by a third party in accordance with the provisions of this Chapter.
10. The User Provider does not have the right to allocate the whole or part of the Surrendered Storage Area on the secondary market according to the provisions of Article [73^A], for the time period determined by the Start Day and End Day of the Surrendered Storage Area Offer as per the Application.
11. In the case that there is an Approved LNG Application signed between the Operator and a third interested User in the context of an LNG Contract for booking of the whole or part of the surrendered storage area within the framework of the Basic Service, subject to paragraph [4] of article [70], the Operator will reduce the Booked Gasification Capacity by the amount booked by the third party User, for the time period pertaining to the aforementioned Approved LNG Application and will notify the User Provider in writing.
12. In the case that the whole or part of the Surrendered Storage Area is made available within the framework of the tender procedures as per articles [76A] and [76B], the User Provider will be compensated by the Operator by an amount for each day of the surrender period calculated as the product of the part of the Surrendered Storage Area that has been booked, multiplied by the Threshold Price that the LNG User paid for its acquisition, and multiplied by the coefficient of 98%.
13. The Operator keeps a record in an electronic and editable format and for a time period of at least five (5) years, in which the following are included:
 - A) The volume of the Surrendered Storage Area and the time period for which it was surrendered to the Operator as per the procedure laid down in this article.
 - B) That part of the Surrendered Storage Area booked by any third interested party, and the time period of the booking.
 - C) A list of LNG Users that surrendered storage space.
 - D) The percentage of Surrendered Storage Space as a proportion of the total storage area (Temporary Storage Area and Additional Storage Area) for each LNG User that surrendered space and the corresponding time period.

Article 89

LNG Vessel Certification

1. The technical specifications and the specifications for safety of mooring, connection, LNG injection, detachment and departure of LNG vessels from the LNG Facility, the procedure for control and certification of LNG vessel compatibility with the abovementioned specifications, the type and the content of the certificates of fitness and inspections of LNG vessels and any other relevant issue is regulated by the LNG Vessels Certification Regulation, which is established according to the provisions of paragraph [4], article [69] of the Law.
2. The Operator prepares and publishes a list of LNG vessels via the Electronic Information System, which are certified as being suitable for LNG uploading to the LNG Facility, according to the LNG Vessels Certification Regulation.
3. Until the publication of the LNG Vessels Certification Regulation, the Operator is responsible for providing access to the LNG Facility to all LNG vessels of any interested party in a non-discriminatory matter, subject to their compliance with the other provisions of the Network Code, and in accordance with the existing procedures and practices followed. To this end, within one (1) month from the entry into force of the Network Code, the Operator will publish on its website:
 - A) Technical specifications for the access of vessels to the LNG Facility.
 - B) Any information deemed essential for the approach, connection, uploading, detachment and departure of LNG Vessels from the LNG Facility.
 - C) A template application for temporary certification of LNG vessels, which includes the information and documentation to be submitted by any interested party wishing to perform LNG uploading at the LNG Facility.
4. The application for temporary certification of LNG vessels is submitted to the Operator in writing, accompanied by all the required information and documentation as above. The application may be submitted by any interested party regardless of whether they have entered into an LNG Facility Usage Contract with the Operator. The Operator will process the applications in chronological order of submission and will respond to the application within one (1) month. Rejection of the application will be specifically justified by the Operator and the relevant action will be communicated to the RAE.
5. The Operator will publish, via the Electronic Information System, a list of LNG vessels that have been temporarily certified according to the above procedure.
6. LNG vessels which are temporarily certified as suitable for LNG uploading to the LNG Facility according to the abovementioned process, will be re-certified following the establishment of the LNG Vessels Certification Regulation, if so required by the provisions of the Regulation.

CHAPTER 12

NNGS DEVELOPMENT

Article 90

Provision of Information to the Operator

1. For the purposes of design, development and smooth operation of the NNGS, Users are obliged to provide relevant data and information, as per the provisions of this Chapter or at the request of the Operator.
2. By 31 May of each year, each User must provide estimates to the Operator with regard to the following:
 - A) The quantity of natural gas that is required annually to cover the needs of the User's Customers, by customer category, administrative region, and by existing or future Exit Point and Reverse Flow Exit Point, for the next ten (10) years.
 - B) The Transmission Capacity and the Maximum Hourly Delivery Quantity that is required annually to cover the needs of the User's Customers, by Customer category, administrative region, and existing or future Exit Point and Reverse Flow Exit Point, for the next ten (10) years.
 - C) The natural Gas deliveries and receipts necessary to service the needs of the User's Customers, by existing or future Entry Point, Reverse Flow Entry Point, Exit Point and Reverse Flow Exit Point for each Month of the following year.
3. Each User must provide the Operator with the best possible estimates regarding the data as per paragraph [2], on condition that provisions regarding business confidentiality and other confidential information are complied with. These estimates are not binding for the User.
4. The Operator may also request relevant data and information from existing or future Operators of connected systems, on condition that provisions regarding business confidentiality and other confidential information are complied with. These estimates are not binding for the operators of connected systems.
5. The data submitted to the Operator in accordance with this article relate to the design and development of the NNGS and are considered confidential. The Operator is responsible for providing the RAE with access to this data.

Article 91

NNGS Development Study

1. By 30 June of each year, the Operator will carry out a NNGS Development Study, which will include the following:
 - A) The Operator's estimates of the annual demand for Natural Gas for the entire country, by administrative region and User category, as well as the maximum daily and hourly demand for natural gas, for each of the next ten (10) years.

- B) The Operator's estimates concerning the capacity to cover demand in a cost effective and reliable manner using existing and new sources of natural gas supply, including LNG supply sources, as well as any strengthening or expansion of the NNGS necessary to the achievement of this objective.
 - C) The Operator's estimates regarding the costs of investment in essential works to strengthen and extend the NNGS.
2. The forecasts and estimates of the Operator as per paragraph [1] are not binding, and do not create any liability on the part of the Operator towards Users, Operators of Connected Systems or any other natural person or legal entity with lawful interest therein.
 3. The NNGS Development Study does not include references to specific Users, Suppliers or Natural Gas consumers.
 4. The NNGS Development Study will be published on the Operator's website in Greek and English.

Article 92

Preparation and Approval of the NNGS Development Plan

1. By 30 June of each year, the Operator will draw up, and present for public consultation, a Draft NNGS Development Plan for the next ten (10) years, in Greek and English.
2. For the purposes of preparation of the NNGS Draft Development Plan, the Operator must take into consideration the NNGS Development Study, as well as:
 - A) Data pertaining to current and estimated supply and demand of natural gas
 - B) The fulfillment of public service obligations and the assurance of natural gas supply in a reliable manner
 - C) Improvements to the efficiency and effectiveness of the NNGS, and the securing of its smooth operation, with the objective of preventing congestion, emergency situations, and denial of access or prohibited transmissions.
 - D) The supply of new areas with natural gas and the securing of potential access for new Users.
 - E) Protection of the environment.
 - F) The community-wide development programme and regional investment plans according to the provisions of Article 8(3)(b) and Article 12 (1) of Regulation (EC) 715/2009. 715/2009.
 - G) The sustainability of projects included in the Plan and their potential financing outside the framework of the Development Plan.
3. The Draft Development Plan includes the following:
 - i) Projects that are included in it for the first time, irrespective of their estimated cost of realisation, which satisfy the criteria provided for in paragraph [2] and,

- ii) all Planned Projects, otherwise subject to the conditions of the following subparagraph.

The Operator is required to fully justify the reasons for excluding any Planned Project from the Draft Plan.

4. The Draft Development Plan makes distinct mention of:

A) Projects that are included in the Plan for the first time

- i) after Users have submitted applications for Advanced Reservation of Transmission Capacity that have been accepted by the Operator, according to the procedure referred to in article [95^B] (User Connection Projects).
- ii) B) At the initiative of the Operator, within the framework of its competences (NNGS Development Projects).

These projects require the following:

- a) Documented evidence supporting the feasibility of integrating the project into the Development Plan, according to the criteria laid down in paragraph [2].
- b) The technical characteristics of the project and its implementation process, with a detailed description of the various stages of implementation and, in particular, its design, licensing, construction and commissioning.
- c) Project implementation schedule with specific milestone events, including the Project start date, completion date, and the date of entry into operation.
- d) Documented evidence showing agreement between the project's implementation schedule and the scheduled timing of any other functionally related project, included in the Plan or otherwise, such that the Development Plan's objectives are met in a timely fashion and within the allotted financial budget.
- e) Budgeted costs, modes of financing and returns on corresponding investments, taking the following into account:
 - (i) In the case of an NNGS Development Project, an assessment of the impact on the NNGS Average Use Charge, against the benefits arising from the implementation of this project in relation to the security of the country's supply of natural gas and the development of competition in the national and regional gas market.
 - (ii) In the case of a User Connection Project, an estimate of the changes in the average charge for use of NNGS arising from implementation of the Project in the Tariff Calculation Period,

B) Planned Projects, which:

- i) (i) are included in the current Development Plan, and which are still under construction in the reference period of the Draft Development Plan,
- (ii) were included in the List of Small Projects, and which are still under construction in the reference period of the Draft Development Plan,

- C) Projects for which the Final Investment Decision: (i) has already been taken, or (ii) it is considered likely that it will be made within three (3) years from the publication of the Draft Development Plan on the Operator's website (Three-Year Development Period). These projects comprise the corresponding subsets of A and B above.
5. In the case of User Connection Projects falling under case a) of paragraph [4], the Operator will also submit the respective Capacity Expansion Proposal together with the Plan. The Plan will identify the following:
- A) The Users who are required to sign an Advanced Reservation of Transmission Capacity Agreement, according to the provisions of paragraph [11] of article [95^B].
- B) The percentage Transmission Capacity of the proposed project that requires signature of an Advanced Reservation of Transmission Capacity Agreement.
6. The Plan will include the Operator's estimation of its impact on the overall investment budget for NNGS Development Projects, including User Connection Projects without an Advanced Reservation of Transmission Capacity Agreement, and on the Average Charge for NNGS Use, compared to the benefits arising from the implementation of these projects in relation to the security of the country's natural gas supply and the development of competitiveness in the national and regional natural gas market.
7. Within one (1) month from the end of the public consultation process, the Operator, taking the results of said consultation under advisement, will submit the Draft Development Plan to the RAE. It will also post details of the outcome of the public consultation, conducted as per the provisions of paragraph [1] of this article, on its website.
8. Within two (2) months from the submission of the Draft Development Plan, the RAE may propose modifications of the Plan to the Operator, particularly in relation to inclusion of a project in the Plan or removal of a proposed project from the Plan, or the fulfilment of specific conditions for inclusion of a specific project in the Plan, taking into account:
- A) The fulfilment of the criteria provided for in paragraph [2].
- B) The impact of the overall investment budget of the NNGS Development Projects, including the User Connection Projects without an Advanced Reservation of Transmission Capacity Agreement, the Average Charge for NNGS Use, compared to the benefits arising from the implementation of these projects in relation to the security of the country's natural gas supply and the development of competitiveness in the national and regional Natural Gas market.
- C) The results of the public consultation conducted by the RAE in accordance with the provisions of the Law.
- D) The need to ensure the economic efficiency of specific proposed projects, through long-term capacity reservations in respect of them.
- E) The compatibility of the Draft Development Plan with the European development programme and regional investment plans, according to the

provisions of Article 8(3)(b) and Article 12(1) of Regulation (EC) 715/2009.
715/2009.

- F) Any opinions of the Agency for the Cooperation of Energy Regulators (ACER).
 - G) Any other information deemed material.
9. The Operator, after considering the observations of the RAE, will prepare a final draft of the Development Plan and submit it for approval to the RAE. The RAE will approve the Development Plan within one (1) month of its submission and inform the Agency for the Cooperation of Energy Regulators of its details.
 10. The Development Plan will be published on the Operator's website in Greek and English, as well as on the website of the RAE.

Article 93

Monitoring Implementation of the NNGS Development Plan

1. The Operator is responsible for proceeding with all necessary actions to implement the Development Plan and ensure compliance with the relevant schedules and budget for each Project and the Plan overall.
2. Together with the Draft Development Plan, the Operator also submits a detailed follow-up report each year on the progress of implementation of the current Development Plan to the RAE. It includes comparative tables for the budget and completion schedule of each Project included in the Draft Plan and in the current Development Plan. The Operator must justify any deviations in the budget and implementation schedule for each project. It will evaluate the impact thereof, and provide supporting evidence of the measures taken to rectify this, especially for projects where the following have been identified:
 - A) Deviation of the current Budgeted Project Costs in relation to the budgeted cost of the Project as listed in the approved Development Plan, by an amount that exceeds a minimum of ten percent (10%) of the budget for the project included in the Development Plan, or an amount of two million (EUR 2 000 000) Euros.
 - B) Deviation of the current Project implementation schedule from the project timetable as per the Approved Development Plan, which leads to an increase of the total implementation time by ten percent (10%), counted in whole months.
3. Within the context of its monitoring responsibilities for implementation of the Development Plan, the RAE may request from the Operator, within a reasonable deadline, any relevant information related to the progress of the implementation of the Plan or specific projects included in it, and in particular in relation to their implementation schedule and budget.

Article 94

Unscheduled Revision of the NNGS Development Plan

1. Subject to paragraph [5], the Operator may request an unscheduled revision of the current Development Plan, if it finds a need for new projects not included in the Development Plan, the implementation of which is required before approval of the next Development Plan due to exceptional circumstances. These circumstances particularly include congestion, increased demand and unforeseen situations in the interconnection system, or those that must be addressed in order to fulfill the requirements referred to in paragraph [11] of Article [95^B].
2. The Operator must apply to the RAE for any extraordinary review of the Development Plan.
3. For each new project, the application must be accompanied by the information described in paragraph [5] of article [92], with full supporting documentation indicating the need for integration of new projects into the Development Plan before the next scheduled date for submission of the Draft Development Plan.
4. For the assessment and approval of the revised Development Plan, the procedure provided for in paragraphs [9] to [11] of article [92] will be followed.
5. The Operator may implement NNGS Development Projects or User Connection Projects which fall into the category of Small Projects but are not included in the Development Plan, without prior unscheduled review of the Plan as a whole, provided the project is included in the List of Small Projects according to article [95], and if the budgeted cost of the total number of Small Projects included in the List but not integrated into the Development Plan, including the project designated for integration, does not exceed the amount of twenty million (EUR 20 000 000) Euros.

Article 95

List of Small Projects

1. The Operator will draw up and maintain a List of Small Projects, which includes:
 - A) Small projects that have been included in the Development Plan.
 - B) Small Projects which fall under paragraph [5] of article [94].
2. The List of Small Projects is published in the Electronic Information System. The list includes the technical features, the implementation schedule and budgeted cost of each project.
3. The List of Small Projects is updated by the Operator, as follows:
 - A) With the addition of a project within five (5) days of its Start Date, in the case of a NNGS Development Project, or from the date of acceptance in the case of a Capacity Expansion Proposal, as per paragraph [12] of article [95^B], or
 - B) On removal of a Project within (5) Days from its Completion Date,
 - C) When the Development Plan receives the approval of the RAE.

4. The Operator must undertake all necessary actions to implement the projects listed in the List of Small Projects, in order to ensure compliance with relevant schedules and the budget for each project. The Development Plan implementation monitoring report, as per article [93], includes a separate section on the monitoring of the implementation of Projects on the Small Projects List whose Start Date falls on a date after the submission of the Draft Development Plan to the RAE, and which also have a Completion Date prior to the next regular submission of the Development Plan to the RAE under article [92].

Article 95^A

Submission and Content of the Application for Advanced Reservation of Transmission Capacity

1. The right to apply for Reservation of Transmission Capacity that will become available in the future is granted to those registered in the NNGS Users' Registry, as per article [72] of the Law.
2. The application must be submitted in writing to the Operator in the form of a Standard Application for Advanced Reservation of Transmission Capacity (Advance Capacity Reservation Application), which is prepared by the Operator and published in editable form via the Electronic Information System, within thirty (30) days after the date of entry into force hereof.
3. The Advance Capacity Reservation Application will specify at least the following:
 - A) The Entry Points to which the applicant intends to deliver natural gas for injection into the Transmission System and, for each Entry Point, the details as per article [8], paragraph [5], case A).
 - B) The Exit Points from which the applicant intends to receive natural gas from the Transmission System and, for each Exit Point, the details as per article [8], paragraph [5], case B).
 - C) The Transmission Capacity that the applicant wishes to reserve in accordance with the rules for booking Transmission Capacity as per article [10].
 - D) The desired start date for provision of Transmission Services and the desired duration of the provision.
 - E) A technical description of the Natural Gas Reception Facility or the Connected System into which the natural gas from the Transmission System is injected, or the reverse (from the Connected System to the Transmission System), and the estimated annual Natural Gas Quantity received from the Reception Facility or Connected System, or destined for delivery to the Transmission System. In the case of a future Natural Gas Reception Facility or future Connected System, the application will also be accompanied, apart from the above, by a time schedule for the licensing and construction of the project, an estimated date for the commercial operation thereof, any licence or licence application relating to said Natural Gas Reception Facility or Connected System, and any respective agreements entered into.

- F) Information on the applicant's commitment to adequate capacity in a Connected System upstream and downstream of the Transmission System and, if the necessary capacity of the upstream or downstream Connected System is not available at the time of application, the estimated timing of such deployment by the Connected System Operator, as well as any actions and agreements required in this respect.
4. Entry Points, Reverse Flow Entry Points, Exit Points, and Reverse Flow Exit Points in cases A and B of the preceding paragraph may include:
 - A) NNGTS Entry or Exit Points existing at the time of submission of the Application for Advance Capacity Reservation.
 - B) NNGTS Entry and Exit Points which, at the time of submission of the Application for Advance Capacity Reservation, are part of a Planned Project.
 - C) New NNGTS Entry and Exit Points proposed by the applicant in order to make the provision of the requested Transmission Services feasible.
 5. If the Application for Advance Capacity Reservation relates solely to the service of a new Natural Gas Reception Facility or increased capacity in an existing Natural Gas Reception Facility in Greek territory, applicants do not need to submit information as per cases A) and F) of paragraph [3], and may determine the Transmission Capacity for Delivery they wishes to reserve, without specifying the Transmission System Entry Points to which it intends to deliver natural gas for injection into the Transmission System.
 6. Submission of an Application for Advance Capacity Reservation requires payment of an Application Fee to the Operator, calculated as the product of the Transmission Capacity that the applicant wishes to reserve according to the application, multiplied by a Unit Application Charge. There is a minimum charge of fifteen thousand Euros (EUR 15 000) and a maximum of one hundred fifty thousand Euros (EUR 150 000).
 7. The Unit Advance Capacity Reservation Application Charge is set at one (1) EUR/(1000kWh/Day). At the end of the second year following the entry into force hereof, the Unit Project Application Charge will be determined by decision of the Operator, subsequent to approval by the RAE, according to the provisions of article [69], paragraph [5], of the Law, three (3) months before the start of every second year.
 8. The Advance Capacity Reservation Application must be accompanied by proof of payment of the application fee. Details concerning the payment methods are determined by the Operator and published in the Electronic Information System.
 9. The revenues from Advance Capacity Reservation Application Fees are considered to be Basic Transmission Activity revenues and are credited to the respective account held by the Operator.
 10. When evaluating applications, the Operator will use the submission date to determine priority. Within fifteen (15) working days of the submission date of the Advance Capacity Reservation Application, the Operator may ask the applicant for information supplementary to the application where omissions are identified, and set a deadline for submission thereof, which may not be less than fifteen (15) working days. If within the period of fifteen (15) working days from the submission date of the Advance Capacity Reservation Application, the Operator

does not ask for additional information, the application is formally considered complete. If further data or information is requested, the application is formally considered complete from the date of the submission of the additional information or clarifications to the Operator.

11. The Operator will reject Advance Capacity Reservation Applications without further consideration in cases where additional information is not submitted within the deadline, or if all the information requested by the Operator is not provided, or if, after the submission of the relevant data from the applicant, it becomes evident that the regulations pertaining to reservation of Transmission Capacity as per article [10] are not complied with. In this case, the Operator will return the Advance Capacity Reservation Application Fee to the applicant.
12. Within fifteen (15) working days from the date on which the application is formally considered complete, the Operator will determine whether the Advance Capacity Reservation Application pertains to:
 - A) An Unplanned Project, and will therefore evaluate the application in accordance with the provisions of article [95^B].
 - B) A Planned Project, and will therefore evaluate the application in accordance with the provisions of article [95^C].

Article 95^B

Evaluation of a Advance Capacity Reservation Application for an Unplanned Project

1. If, within the period prescribed in paragraph [12] of article [95^A], the Operator determines that the Advance Capacity Reservation Application refers to an Unplanned Project, it will inform the applicant in writing and publish a summary of the Application in Greek and in English via the Electronic Information System, subject to protection of any commercially sensitive information contained in the Application. Any interested parties will be invited to submit their views in writing, or to submit a Advance Capacity Reservation Application in connection with the Application under evaluation, within a period of two (2) months (Deadline for Expression of Interest).
2. The Operator will issue a decision on the Advance Capacity Reservation Application within six (6) months of the closing date for submission of Expressions of Interest.
3. In order to evaluate the Advance Capacity Reservation Application, the Operator will undertake a study (New Project Assessment Study), for purposes of preliminary assessment of the technical and financial feasibility of carrying out the investment necessary to satisfy the application.
4. For the preparation of the New Project Assessment Study, the Operator will, in particular, take into account the following:
 - A) The provisions of paragraph [2] of article [92].
 - B) The most recent NNGS Development Study and Development Plan.
 - C) Third party opinions submitted under paragraph [1].

- D) Advance Capacity Reservation Applications submitted within the deadline specified in paragraph [1] that can be serviced by, as far as possible in conjunction with the application under examination, NNGS development, reinforcement or interconnection projects.
- E) The methodology and assessment criteria, as defined in the Tariff Regulation, pertaining to the financial effectiveness of projects that are necessary to satisfy the application request.
5. The Operator is entitled to request written clarifications of any information contained in the application that it deems necessary, setting a reasonable deadline, of not less than thirty (30) days, for their provision. If the information is not submitted within the above deadline, the Operator is entitled to reject the application. The decision of the Operator to reject the application is communicated to the RAE.
6. If the Advance Capacity Reservation Application refers to the inflow of natural gas from an upstream Connected System and/or outflow into a downstream Connected System, the Operator will cooperate with the Operators of the upstream and/or downstream Connected Systems to which the Application relates.
7. The New Project Assessment Study will include at least the following:
- A) Technical assessment of the Advance Capacity Reservation Application, which primarily includes the identification of NNGS development, reinforcement or interconnection projects that are required to satisfy the request, assessment of the technical feasibility of such projects, and the capacity to obtain the necessary licences required by current legislation, taking into account the specific characteristics of the projects with regard to the estimated environmental impact of their implementation and the safety of facilities.
- B) The estimated timetable for the licensing and construction of these projects, if their implementation is considered technically feasible.
- C) Financial evaluation of the Advance Capacity Reservation Application, which primarily includes identification and documentation of the budgeted cost of the required works and an assessment of their financial efficiency, according to the methodology and the criteria set out in the Tariff Regulation.
- D) In the case of an Application for Advanced Reservation of Transmission Capacity pertaining to the import of natural gas from an upstream Connected System and/or the export to a downstream Connected System, the Operator must assess the need to conclude any additional agreements with the authorities of the countries in question and/or the respective Operators of upstream and/or downstream Connected Systems.
8. In the course of the New Project Assessment Study, the Operator may:
- A) Review and evaluate the feasibility of the implementation of other projects in addition to the projects required to satisfy the specific Application, or the re-sizing of projects needed to satisfy the request, taking into account the provisions of paragraph [2] of article [92], the estimations of increases in demand for natural gas in accordance with the NNGS Development Study, and the need to meet the development objectives of the regional natural gas

market. The Operator will specifically review cases of gradual increases in future Transmission Capacity for delivery or reception at Entry or Exit Points, as well as increases in Transmission Capacity in sections of the NNGTS, and will estimate the timetable of the implementation of these projects.

- B) Consider alternative plans in relation to the method of provision of requested Transmission Services, in a manner that renders essential projects technically or financially feasible. This may specifically involve changing the position of the new Entry or Exit Point proposed by the applicant or choosing an alternative route for a new pipeline or pipeline system, in the case that satisfaction of the request demands development of such infrastructure. Changes may be proposed in the size of new infrastructure projects, or the Transmission Capacity for delivery or receipt that the interested party wishes to reserve, or may involve deferring the start date for provision of Transmission Services to the applicant.
9. The Operator, having taken into account the results of the New Project Assessment Study, and subject to the provisions of paragraph [13], may:
- A) Accept the Application for Advanced Reservation of Transmission Capacity, subject to prior inclusion in the Development Plan or the List of Small Projects of the relevant NNGS extension, reinforcement or interconnection projects, as described in the corresponding New Project Assessment Study and the conclusion of related agreements, in accordance with paragraphs [11] or [12]. The Operator will inform the applicant in writing of its decision regarding acceptance of the application and the scheduling of the next steps, and in particular the estimated timetable for the integration of the necessary projects in the Development Plan or the List of Small Projects. It will attach the relevant New Project Assessment Study, and notify the RAE accordingly.
- B) Accept the application under certain conditions, with reference in particular to the following:
- i) Coverage of part of the cost of the Connection Project by the User (Additional Connection Charge) in order to make it cost-effective in accordance with the NNGS Basic Pricing Regulation, and/or
 - ii) an alternative design related to the methods of provision of the requested Transmission Services, such that the project becomes technically or financially feasible as provided for under paragraph [8], case B), which implies either the implementation of a project of a larger scale than that needed to satisfy the request, or the amendment of the Advance Capacity Reservation Application, and in particular of the timetable for completion of the required projects. In this case, the Operator will inform the applicant in writing, notify the RAE, attaching the relevant New Project Assessment Study and set a deadline of at least thirty (30) days for the applicant to agree to the conditions for acceptance of the application in writing. In the New Project Assessment Study there is full documentation, based on technical and financial criteria, of all the alterations proposed by the Operator in connection with the Application. In addition to the requirements listed in the New Project Assessment Study, the acceptance of the application will be subject to prior inclusion of NNGS expansion, reinforcement or interconnection projects in the Development Plan or the

List of Small Projects, as described in the corresponding New Project Assessment Study, and the conclusion of the related agreements in accordance with the respective paragraphs [11] or [12].

- C) Reject the Application for Advanced Reservation of Transmission Capacity, provided that the technical or financial feasibility of the implementation of the required projects is not supported, or if the deadline for acceptance has expired without action on the part of the applicant indicating acceptance of the conditions of the Application in accordance with subparagraph B) above. The Operator will notify the applicant in writing, attaching the relevant New Project Assessment Study. The reasons for rejection of the application will be documented in the New Project Assessment Study. The decision to reject the application will be communicated to the RAE, accompanied by the relevant New Project Assessment Study.
10. Within thirty (30) working days of the acceptance of the Application, the Operator will prepare a Capacity Expansion Proposal, which will include the Advance Capacity Reservation Application, any modifications to the Application accepted by the applicant according to the procedure referred to in case B) of paragraph [9] above, a summary of the views of the interested parties submitted during the procedure in paragraph [1] and the relevant New Project Assessment Study. The Capacity Expansion Proposal will be submitted to the RAE.
11. If the Capacity Expansion Proposal refers to a Large Project:
- A) The Operator is obliged to include the relevant project in the next Draft Development Plan. The Operator may request an extraordinary revision of the Development Plan according to article [94], provided that the New Project Assessment Study offers documentary evidence indicating that the inclusion of the projects in the Development Plan according to the procedure referred to in article [92] renders impossible the provision of Transmission Services to the applicant according to the timetable of the Capacity Expansion Proposal.
- B) Within fifteen (15) working days from the approval of the Development Plan or the extraordinary review thereof, the Operator will issue a written invitation to each User whose Advance Capacity Reservation Application is included in the Capacity Expansion Proposal, asking them to appear within sixty (60) days of the Operator's invitation to conclude an Advanced Reservation of Transmission Capacity Agreement, according to the provisions of article [95^D]. If the User does not appear within the time limit set by the Operator for conclusion of the Advanced Reservation of Transmission Capacity Agreement, then the Operator will reject the Application of the User in question. The decision of the Operator to reject the application is communicated to the RAE.
12. If the Capacity Expansion Proposal refers to a Small Project:
- A) The Operator is required to include the project in the List of Small Projects, as per the procedure laid down in article [95].
- B) Within fifteen (15) working days from the inclusion of the project to the List, the Operator will issue a written invitation to the User whose Advance Capacity Reservation Application is included in the Capacity Expansion Proposal asking them to appear within sixty (60) days of the invitation to conclude a Connection Agreement with the Operator, as defined in article

[95^E]. If the User does not appear within the time limit set by the Operator for conclusion of the Connection Agreement, then the Operator will reject the Application of the User in question. The decision of the Operator to reject the application is communicated to the RAE.

13. If before the deadline for submission of expressions of interest new Applications for Advanced Reservation of Transmission Capacity are submitted, then the following apply:

A) After the closing date for submission of Expressions of Interest, the Operator will consider the formal completeness of each Application, in accordance with paragraphs [10] and [11] of article [95^A].

B) The Operator will conduct a single New Project Development Study taking into account all the Applications for Advanced Reservation of Transmission Capacity that have been formally accepted as complete. In this case, the deadline for completion of the evaluation referred to in paragraph [2] may be extended by the Operator by three (3) months, after written notification of the applicants.

C) If the New Project Assessment Study indicates that the implementation of projects falling within the category of Big Projects is required to satisfy the demands of the Applications, the Operator must proceed to investigate the feasibility of conducting an Open Procedure for Advanced Reservation of Transmission Capacity in accordance with the provisions of article [95^G]. If the Operator does decide to hold an Open Procedure for Advanced Reservation of Transmission Capacity, paragraphs [9] to [12] above do not apply for all Applications considered in the New Project Assessment Study. In case of cancellation or interruption of the Open Procedure for Advanced Reservation of Transmission Capacity, the Operator will continue the evaluation of all the Applications in accordance with the provisions of paragraphs [9] to [12] above. If the Operator should accept the Applications, then the Capacity Expansion Proposal, according to paragraph [10], will refer to all the Applications for Advanced Reservation of Transmission Capacity that were accepted by the Operator.

14. If new Applications for Advanced Reservation of Transmission Capacity are submitted after the deadline for submission of Expressions of Interest, then the Operator is entitled to:

A) Reject the application, or

B) With the written consent of the applicant, to assess the application as an application for Advanced Reservation of Transmission Capacity in a Planned Project, in accordance with the procedure laid down in article [95^F], after the Project's inclusion in the Development Plan.

Article 95^C

Evaluation of an Advance Capacity Reservation Application in a Planned Project

1. The Operator will issue a decision on the Application within fifteen (15) working days from the date on which the application is considered formally complete, in accordance with paragraph [10] of article [95^A].
2. Where the date on which the application was formally complete precedes the final date for the conclusion of contracts according to article [95^B], paragraph [11] case B), or paragraph [12] case B) or paragraph [7], for the Planned Project to which the application relates, then the Operator will suspend evaluation of the Application until the expiry of the deadline.
3. The Operator will reject the Application in writing if there are grounds for denial of access according to the provisions of paragraph [4], subject to the stipulation in paragraph [5]. Rejection of an application and its reasons will be fully documented by the Operator, and will be communicated to both the applicant and the RAE, accompanied by supporting documents and information.
4. Denial of access is permitted if:
 - A) Acceptance of the Application for Advanced Reservation of Transmission Capacity prevents the Operator from fulfilling the public service obligations assigned to it.
 - B) There are grounds, and the procedure as per the provisions of article [68], paragraph [2], case a), subparagraph [5] of the Law has been complied with.
 - C) The total Transmission Capacity that will be available for reservation by the Users after the completion of the Planned Project is insufficient to meet the request, taking into account Transmission Capacity already booked through Advanced Reservation of Transmission Capacity Agreements, Connection Agreements and Approved Firm Service Transmission Applications for the Planned Project which are in force, according to the procedure set out in article [95^B], paragraphs [11] or [12], or paragraph [7], within the context of Transmission Contracts already concluded.
 - D) The Maximum Hourly Delivery or Reception Quantity of Natural Gas at the Entry or Exit Points, respectively, as specified in the Application for Advanced Reservation of Transmission Capacity, is unable to satisfy the request in relation to the maximum permitted Supply after the completion of the Planned Project, taking into account the Advanced Reservation of Transmission Capacity Agreements, Connection Agreements and Approved Applications signed and currently in force, according to the procedure specified in paragraphs [11] or [12] of article [95^B] or paragraph [7], within the context of the Transmission Agreements that have been concluded.
 - E) The requested maximum or minimum delivery pressure of natural gas at an Entry Point or reception pressure for natural gas at an Exit Point does not comply with the Conditions of Delivery and Acceptance of Natural Gas, as defined under articles [30] and [35] of the Network Code or, if these are not available at the time of submission of the Application for Advanced

Reservation of Transmission Capacity, with those provided for in the technical characteristics of the Planned Project.

- F) In the absence of a connection between the Natural Gas Reception Facility or the Connected System of the applicant and the Planned Project, where a project that the Operator considers to fall within the Big Project category is required to connect the Natural Gas Reception Facility or the Connected System.
5. Where denial of access is indicated, as per paragraph [4], the Operator may, with the written consent of the applicant:
 - A) Evaluate the Application in accordance with the procedure specified in article [95^B], as regards an Unplanned Project, or
 - B) Keep the Application pending and if at a later time Transmission Capacity becomes available in the Planned Project which, in whole or in part, covers the needs of the applicant, it may then invite the applicant to conclude an Agreement for Advanced Reservation of Transmission Capacity, according to the above order of priority.
 6. On acceptance of the Application, the Operator will issue a written invitation asking the applicant to appear within sixty (60) days thereof, in order to conclude the following:
 - A) An Advanced Reservation of Transmission Capacity Agreement, provided that construction of the Planned Project relating to the Advanced Capacity Reservation Application has not yet started.
 - B) A Connection Agreement, where construction of the Planned Project relating to the Advance Capacity Reservation Application is underway or if the construction of the Planned Project has not yet started, but the Planned Project is a Small Project.
 7. In the case of projects that are Planned Projects at the time this regulation enters into force, and for which Advance Capacity Reservation Applications have been submitted by Users according to article [111], the following shall apply:
 - A) Within thirty (30) days from the publication of the Standard Application for Advanced Reservation of Transmission Capacity, the Users as above must update the aforementioned Applications, submitting any additional information to the Operator as requested in the Standard Application, together with the Advanced Capacity Reservation Application Fee. Specifically with respect to Applications for Advanced Reservation of Transmission Capacity at an Entry Point or Reverse Flow Entry Point, Users are obliged to provide the Operator with available details regarding the existence of preliminary bookings or other information on the procurement of natural gas supply and access to the upstream Natural Gas Transmission System as far as the Point in question.
 - B) The Operator will assess the formal completeness of the applications according to the provisions of paragraphs [10] and [11] of article [95A], in the order of priority provided for in article [111].
 - C) Within thirty (30) days from the date on which the application is considered formally complete or the date of conclusion of the Standard Future

Agreement, whichever is the latest, the Operator will invite the aforementioned Users in writing, in the order of priority provided for in article [111], to appear within a period of sixty (60) days from the date of invitation for the purpose of concluding an Advanced Reservation of Capacity Agreement, as defined in article [95^D].

- D) If the User does not appear in order to conclude the Advanced Reservation of Capacity Agreement within the abovementioned deadline, the Operator will invite the next applicant User, in the order of priority specified in article [111].

Article 95^D

Advanced Reservation of Capacity Agreement

1. The Advanced Reservation of Capacity Agreement is concluded, upon written invitation by the Operator, between the Operator and, as appropriate:
 - A) Users whose Applications for Advanced Reservation of Transmission Capacity have been accepted by the Operator, where the servicing of said Application requires the implementation of a Big Project that has been included in the Development Plan, according to paragraph [11] of article [95^B].
 - B) Users falling under the provisions of article [95^C] paragraph [6] (case A) or paragraph [7] .
 - C) Successful participants in the Open Procedure, after the inclusion of the project in the Development Plan.
2. The Advanced Reservation of Capacity Agreement is drawn up in writing, in accordance with the standard agreement specified in Article 68(2)(a) and Article 71(1) subparagraphs (4) & (5) of the Law (Standard Advanced Reservation of Capacity Agreement).
3. The object of the Advanced Reservation of Capacity Agreement is to establish:
 - A) The reservation, in favour of the User, of Transmission Capacity that will be available in the future within the Transmission System for the period of time and in the volume specified in the User's Application for Advanced Reservation of Transmission Capacity, or in accordance with the Open Procedure Transmission Capacity thereby allocated, under the specific conditions defined in the Advanced Reservation of Capacity Agreement.
 - B) The Operator's obligation to take all necessary actions and in particular to conduct the necessary studies, and obtain or submit application for any licence provided for in applicable legislation pertaining to commencement of construction projects necessary to satisfy Users' requests, and facilitate the conclusion of the Connection Agreements with the User, within the period specified in the Advanced Reservation of Capacity Agreement, in the most efficient manner. In all cases, successful completion of the licensing procedure for the Connection Project remains the responsibility of the Operator.

- C) The obligation of the user to provide reasonable assurance to the Operator in each case, such that the latter may complete the actions as per B) above.
4. The Advanced Reservation of Capacity Agreement expires on conclusion of a Connection Agreement between the parties.
5. The Advanced Reservation of Capacity Agreement specifies at least:
- A) Subject to the case of paragraph [5] Article [95^A], the Entry Points at which the User has the right to deliver natural gas to the Operator for injection to the Transmission System, and for each Entry Point to which the Agreement relates, the following should be specified:
- (i) The requested Transmission Capacity for Delivery.
 - (ii) The requested Maximum Hourly Delivery Quantity.
 - (iii) The minimum and maximum natural gas delivery pressure.
- B) The Exit Point and Reverse Flow Exit Points from which the User is entitled to receive natural gas from the Transmission System, and for each Exit Point and Reverse Flow Exit Point to which the Agreement pertains:
- (i) The requested Transmission Capacity for Reception.
 - (ii) The requested Maximum Hourly Reception Quantity.
 - (iii) The minimum and maximum natural gas reception pressure.
- C) The requested start date for the provision of Transmission Services to the User.
- D) The requested time over which these services are to be provided.
- E) The Project End Date and the estimated Operational Start Date of the Project, as determined by the Operator, which may be adjusted prior to the conclusion of the Connection Agreement, in accordance with case I), and the budgeted costs for the project.
- F) The actions required to be taken by the Operator in case B) of paragraph [3] and the time period from conclusion of the Advanced Reservation of Capacity Agreement to the completion of such actions by the Operator (Reference Period), which cannot exceed eighteen (18) months from the end of the month in which the Advanced Reservation of Capacity Agreement is concluded.
- G) The Operator's obligation to inform the other party in writing on the progress of the studies and the licensing process, at least every three (3) months after conclusion of the Advanced Reservation of Capacity Agreement.
- H) The possibility of an extension of the Reference Period by the Operator for reasons related to the issue of the necessary licences that are beyond the Operator's control, on condition of written notification of the other party no later than three (3) months before the expiry of the Reference Period.
- I) The contractual liability of the parties involved, the guarantees that are deposited by the User against the performance of the Advanced Reservation of Capacity Agreement, and the conditions that must be met by the User for the conclusion of a Connection Agreement (Contractual Connection Conditions), which consist, in particular, of:

- (i) The provision of information to the Operator from the User establishing reasonable assurance of supply and transmission of the Natural Gas Quantity consistent with the booked Transmission Capacity quantity over the specified time period, and especially letters of intent pertaining to respective cooperation arrangements, preliminary or final agreements, with the exception of details of the price of procurement and transport of natural gas.
- (ii) The obtaining or submission of an application for licences required by applicable legislation and approvals for the Reception Facility or the Connected System downstream of the Exit Point or Reverse Flow Exit Point, or upstream of the Entry Point or Reverse Flow Entry Point that was nominated by the User in their Application, if this concerns a future Natural Gas Reception Facility or future Connected System, where completion of construction of the Facility or the Connected System is reasonably consistent with the completion date of the Connection Project that is the subject of the Connection Agreement. In all cases, successful completion of the above licensing procedure remains the responsibility of the User.
- (iii) The completion of the actions described in case F) by the Operator.
- J) The obligation of the Operator, within ten (10) working days from the expiry date of the Reference Period or any extension thereof as in case H), to issue a written invitation to the User for the purpose of concluding a Connection Agreement within four (4) months, informing the User of the new estimated completion date for the projects essential to the provision of Transmission Services, as well as the automatic dissolution of the Agreement and the release of the booked Advance Transmission Capacity, if the User does not make an appearance to conclude the Connection Agreement within the specified period and, in this case, the mandatory forfeiture by the User of the entire guarantee deposit.
- K) The User's right to terminate the Advanced Reservation of Capacity Agreement:
- (i) If the Reference Period is extended by the Operator for up to six (6) months, with forfeiture of part of the guarantee deposited.
- (ii) If the Reference Period is extended by the Operator for a period exceeding six (6) months, with no forfeiture of guarantees deposited.
- (iii) If the Operator, prior to conclusion of the Connection Agreement, postpones as per case E), the estimated Operational Start Date for the project by a period of six (6) to twelve (12) months, with forfeiture of half the guarantee deposit.
- (iv) If the Operator, prior to conclusion of the Connection Agreement, postpones as per case (E), the completion date of projects necessary to the provision of the Transmission Services by a period of more than twelve (12) months, with no forfeiture of guarantees deposited.
- L) The capacity of the User to reduce the Advanced Reservation of Transmission Capacity it wishes to reserve through the Connection Agreement in relation to future Transmission Capacity booked under the

Advanced Reservation of Capacity Agreement, upon submission of a written request to the Operator before the deadline for the conclusion of the Connection Agreement in case (I), provided that the change does not exceed ten percent (10%) of the Transmission Capacity booked under the Advanced Reservation of Capacity Agreement and that the financial efficiency of the project is not disrupted by the change, taking into account any requests from other Users who have concluded Advanced Reservation of Capacity Agreements for the same Connection Project.

- M) The capacity of the User to recommend one or more other Users to the Operator who may conclude one or more Connection Agreements instead of it, for all or part of User's booked Transmission Capacity, under the following conditions:
- (i) Where the Connection Agreements of other Users, together with the Connection Agreement that is to be concluded by the User, account for the total Transmission Capacity booked for the entire period specified in the Advanced Reservation of Capacity Agreement, without prejudice to the case L), and
 - (ii) The User provides the Operator with guarantees to fulfill its obligations under the Advanced Reservation of Capacity Agreement, on behalf of other Users.
- N) The capacity of the User to be replaced in whole or in part with respect to all its rights and obligations arising under the Advanced Reservation of Capacity Agreement.
- O) Instances of force majeure, termination of the agreement and the procedure for resolution of disputes that may arise during the implementation of the terms of the Agreement.
- P) The procedure for amendment of the Agreement and for redefinition of its terms in case of a change in the regulatory framework governing organisation of the natural gas market.
6. The guarantees deposited by the User on conclusion of the Advanced Reservation of Capacity Agreement, reflect the Operator's estimated cost for performance of all actions specified in the Advanced Reservation of Capacity Agreement. In case of simultaneous or subsequent conclusion of Advanced Reservation of Capacity Agreements, for the same project, with more than one User, and in the case of paragraph [7], the guarantee required from each User is calculated or adjusted, respectively, in proportion to the Transmission Capacity booked for each User in the project.
7. If more than one Advanced Reservation of Capacity Agreement have been concluded for the same Connection Project, in case of termination of the Advanced Reservation of Capacity Agreement by one or more Users, the Operator must inform the remaining parties (Users) and announce the availability of the corresponding future Transmission Capacity to be booked by other Users via the Electronic Information System. If within two (2) months from the date of the announcement of the Operator, said Advanced Reservation of Transmission Capacity is not booked by other Users, under any of the potential conditions as per article [95B], paragraph [9(B)], the Operator will reevaluate the cost effectiveness of the project based on the booked Transmission Capacity of the

other Advanced Reservation of Capacity Agreements remaining into force. If the Project is rendered financially untenable, the Operator will redetermine its technical characteristics, timetable and the implementation budget for the Connection Project, in order to reestablish the financial viability of the Project, and will then issue a respective proposal for amendment of their Agreements to the other parties (Users), in writing, and/or request payment of an Additional Connection Fee in order to ensure the financial viability, in accordance with the NNGS Basic Pricing Regulation.

Where the Operator's proposal is:

- i) accepted by all remaining Users, the Administrator will amend the Advanced Reservation of Capacity Agreements of said Users accordingly and adjust the amount of respective guarantees.
 - ii) not accepted by all Users, Advanced Reservation of Capacity Agreements of Users that reject the Operator's proposal automatically expire without forfeiture of the guarantees deposited by them, and the Operator will repeat the above re-evaluation procedure with the remaining Users.
8. In the event of termination or automatic termination of the Advanced Reservation of Capacity Agreement, the booked Transmission Capacity is made directly available for reservation by other Users. The Operator will, via the Electronic Information System, publish details of each case where future Transmission Capacity remains free for reservation by Users, including future Transmission Capacity that remains free for reservation under the provisions of paragraph [5], case (L).
 9. If within twenty four (24) months from the date of automatic termination of the Advanced Reservation of Capacity Agreement, as per paragraph [5] (I), or the termination of the Agreement by the User, as per paragraph [5] (K), a third User concludes a Advanced Reservation of Capacity Agreement or a Connection Agreement with the Operator for the whole or part of the Connection Project that was the object of the Advanced Reservation of Capacity Agreement concluded with the original User, the Operator will return all or part of the amount paid to the original User without interest. Repayment will be proportionate to the volume of Transmission Capacity booked in the Connection Project by the third party User, compared to the total Transmission Capacity booked by the original User, and up to the amount paid by the latter.
 10. The Operator will publish the text of the Standard Advanced Reservation of Capacity Agreement via the Electronic Information System, including the annexes thereto, in editable format.

Article 95^E

Connection Agreement

1. The Connection Agreement is concluded, at the written invitation of the Operator, between the Operator and, as appropriate:
 - A) Users with whom the Operator has already concluded an Advanced Reservation of Capacity Agreement, provided that the Contractual Conditions for Connection have been met before the deadline specified in

the Advanced Reservation of Capacity Agreement, as per the provisions of Article [95^D].

- B) Users whose Advanced Reservation of Capacity Application has been accepted by the Operator, where the Application requires the implementation of a Small Project, after the inclusion of the project in the List of Small Projects as per article [95^B] paragraph [12].
 - C) Users whose Advanced Reservation of Capacity Application relates to a Planned Project under article [95^C] paragraph [6] (B).
2. The Connection Agreement will be drawn up in written form.
 3. The Connection Agreement will become effective as of its conclusion and until the expiry of the period of provision of Transmission Services to the User, subject to paragraph [9].
 4. The purpose of the Connection Agreement is, subject to paragraph [9]:
 - A) The reservation, in favour of the User, of Transmission Capacity that will be available in the future in the Transmission System, for the time period and in the volume specified in the User's Application for Advanced Reservation of Transmission Capacity or the relevant Advanced Reservation of Capacity Agreement, or in accordance with the provision of article [95^D], paragraph [5] (L), as applicable, under the specific terms specified in the Connection Agreement.
 - B) The Operator's obligation to complete at its own expense the licensing process and all the required projects for the provision of the Transmission Services (Connection Project) within the period specified in the Advanced Reservation of Capacity Agreement, according to article [95^D], paragraph [5] (I), such that the provision Transmission Services to the User is possible by the end of this period, and its obligation to pay the User compensation if said period is exceeded by more than six (6) months, subject to the occurrence of Force Majeure events.
 - C) The obligation of the User to co-sign an Approved Application for Firm Service (Firm Service Agreement) with the Operator, within a specified period from the Operational Start Date of the Project, for the volume of Transmission Capacity and for the time specified in the Application for Advanced Reservation of Transmission Capacity that has been accepted by the Operator, or determined by a Advanced Reservation of Capacity Agreement, as appropriate, and the compensation payable by the User to the Operator in the case of termination of the Connection Agreement by the User, or if they fail to appear for signature of the Firm Service Agreement.
 - D) The User's obligation to pay to the Operator that part of the Project cost (Additional Connection Fee) to which they have committed:
 - (i) either during the application process if the provisions of article [95^B] paragraph [9], subparagraph (b)(i) apply,
 - (ii) or during the process set out in Article [95^D] paragraph [6], such that the project becomes financially viable. The manner and timing of payment are specified in the Connection Agreement, as appropriate.

5. The Connection Agreement will specify at least the following, subject to paragraph [9]:
- A) The budgeted cost of the Connection Project, that part of the estimated cost, including construction period interest and excluding any grant, which will be recovered through charges for the reservation of Transmission Capacity by the User in the Transmission System in accordance with the NNGS Usage Tariff and the Approved Firm Service Application, within the framework of the Transmission Agreement entered into with the Operator, as well as any part of the budgeted cost payable as a lump sum by the User according to paragraph [9] and/or paragraph [4](D).
 - B) The Completion Date and the Operational Start Date of the Connection Project, and the deadline for the signature of the Approved Firm Service Application(s) under the relevant Transmission Agreement(s) concluded with the Operator, where the provisions pertaining to case F) are applicable, which may not have an expiry date later than the deadline indicated in case C).
 - C) The penalties forfeited in favour of the User in the event that the Operational Start Date of the Connection Project is exceeded by more than six (6) months, for each month of delay.
 - D) The amount of compensation which the User is required to pay to the Operator in the following cases:
 - (i) If the User terminates the Connection Agreement or the Connection Agreement is terminated due to culpability of the User between the date of conclusion of the Connection Agreement and the completion of construction for the Connection Project (Connection Project Construction Period).
 - (ii) If the User terminates the Connection Agreement, or the Connection Agreement is terminated due to culpability of the User within the Recovery Period.
 - E) The guarantees that the User is required to provide for the good performance of the Connection Agreement.
 - F) The capacity of the User to indicate to the Operator one or more other Users who may co-sign one or more Firm Service Agreements with the Operator, within the framework of the relevant Transmission Agreements, thereby taking the User's place with respect to all or part of the Transmission Capacity booked by it, under the following conditions:
 - (i) Where Approved Firm Service Applications are signed between third party Users and the Operator within the framework of the respective Transmission Agreements, together with the Approved Firm Service Application signed between the User in question and the Operator, which thus cover the booking of the full Transmission Capacity for the entire duration as specified in the Connection Agreement, in accordance with the provisions of paragraph [4](C), and
 - (ii) Where the User provides the Operator with guarantees for fulfillment of its obligations arising from the Connection Agreement, on behalf of the other third party Users.

- G) The User's capacity to be substituted in whole or in part with regard to rights and obligations arising from the Connection Agreement.
- H) The Operator's obligation to inform its counter parties regarding the progress of construction and the Project's budgetary outturn costs, as well as to make the respective statements available to the User at least at three (3) monthly intervals, or on expiry of each Agreement concluded by Operator with third parties in relation to the Project.
- I) Instances of force majeure, termination of the agreement, and the procedure for resolution of disputes that may arise during the implementation of the terms of the Agreement.
- J) The procedure for amendment of the Agreement and for redefinition of its terms in case of a change in the regulatory framework governing organisation of the natural gas market.
6. Within three (3) months of the entry into force hereof, the Operator will, after public consultation, submit the following for approval to the RAE, in accordance with the provisions of Article 69(5) of the Law:
- A) The methodology for determining the guarantees that the User is required to deposit on signature of the Connection Agreement, which will be proportionate to the Connection Project budget.
- B) The methodology for setting the penalties forfeit in favour of the User as per the provisions of paragraph [5](C).
- C) The methodology to determine the guarantees that the User is required to deposit, where the provisions of paragraph [5](F) become applicable.
- D) The methodology to determine the compensation payable by the User to the Operator in the event of termination of the Connection Agreement by the User, or premature termination thereof due to culpable action on the part of the User, as defined in paragraph [5](D)(i), to cover the costs associated with implementation of the Connection Project, which are the object of the Connection Agreement, and which have been incurred or assumed with respect to third parties by the Operator, up to the date of termination of the Agreement by the User.
- E) The methodology to determine the compensation payable by the User to the Operator in the event of termination of the Connection Agreement by the User or premature termination thereof due to culpable action on the part of the User, as defined in paragraph [5](D)(iii), which covers that part of the cost of the Connection Project, including the capital costs of the Operator, as specified in the Connection Agreement according to paragraph 5(A), which, up to the date of termination of the Agreement by the User, have not been recovered by the Operator through charges for the booking of Transmission Capacity in the Transmission System by the User, according to the NNGS Usage Tariff and the Transmission Agreement.
7. In the event of the termination of the Connection Agreement by the User, or premature termination thereof due to culpable action on the part of the User, as defined in paragraph [5] (D), then the following will apply:

- A) If within twenty four (24) months of the date of termination of the Connection Agreement by the User, or premature termination thereof due to culpable action on the part of the User, as defined in paragraph [5](D)(i), another third party User enters into a Connection Agreement with the Operator for all or part of the Connection Project that was the object of the Connection Agreement with the original User, the Operator will return to the original User all or part of the amount paid without interest, in proportion to that part of the Connection Project included in the new Connection Agreement with the other third party User, and up to the amount paid by the original User.
- B) If following termination of the Connection Agreement by the User, as defined in paragraph [5](D)(i), or premature termination thereof due to culpable action on the part of the User, a third party User signs an Approved Firm Service Application with the Operator within the framework of its Transmission Agreement with the Operator, for all or part of the Connection Project that was the object of the Connection Agreement with the original User, the Operator will return to the original User all or part of the amount paid without interest, based on the revenue of the Operator from charges for the booking of Transmission Capacity from the Transmission System by the third User, according to the NNGS Usage Tariff and up to the amount paid by the original User.
8. If more than one Connection Agreement has been concluded for the same Connection Project and in the case of premature termination of a Connection Agreement by one or more Users, for which the Operator is not culpable, during the period between conclusion of the Connection Agreement and the Operational Start Date of the Connection Project, the Operator will publish the availability of the corresponding future Transmission Capacity via the Electronic Information System for reservation by other Users. If, within two (2) months of the date of the Operator's announcement, the future Transmission Capacity in question has not been booked by other Users, the Operator will reevaluate the financial viability of the Project, based on the booked Transmission Capacity of the other Connection Agreements remaining in force. If the Project is no longer financially viable, the Operator will redetermine the technical characteristics, timetable and implementation budget for the Connection Project, such that the Project is rendered financially viable again, and will then issue a respective proposal in writing to the other parties (Users) with respect to amendment of their Agreements. If the Operator's proposal is accepted, it will amend the Connection Agreements of said Users accordingly, and adjust the amount of respective guarantees. In the event that the Administrator's proposal is rejected or there is no response from all the remaining Users within the deadline set by the Operator, the Operator may submit a request to the RAE asking for an action proposal to address the issue. In the case of rejection of the RAE's proposal by the parties within a specified deadline, the Connection Agreements will expire automatically, with a remaining obligation on the part of the Users to deposit part of the guarantee to cover the costs associated with implementation of the Connection Project, which are the object of the Connection Agreement, and which have been incurred or assumed with respect to third parties by the Operator, up to the date of termination of the Agreement by the User, in proportion to the percentage of future Transmission Capacity that each User has booked in relation

to the Connection Project. Until the issuance of the above RAE decision, the validity of these Connection Agreements is suspended.

9. If the project involves the connection of a Reception Facility or a Connected Natural Gas System to the Transmission System, the Connection Agreement makes provision for payment of a mandatory Connection Fee by the User, according to the Tariff Regulation governing Basic NNGS Activities. If the cost of the project is lower or equal to the Connection Fee, the following will apply:
 - A) The Connection Agreement does not include the User's obligation to sign a Firm Service Agreement with the Operator within a specified period from the date of completion of the Connection Project.
 - B) The Connection Agreement will expire upon payment by the User of an amount corresponding to the total cost of the project.
10. Within six (6) months from the entry into force hereof, the Operator is required to prepare and submit a Standard Connection Agreement to the RAE, which will be proposed by the Operator to all Users, according to paragraph [1], without discrimination. The specific conditions the Standard Connection Agreement may vary, depending on the technical characteristics and the budget of the Connection Project to which the Connection Agreement relates. The same conditions apply without discrimination to User Connection Agreements concluded by the Operator that pertain to the same category of Connection Projects . The Connection Project category is determined by the Operator prior to conclusion of Connection Agreements. The information is sent to the RAE and published via the Electronic Information System.
11. The Operator will publish the text of the Standard Connection Agreement via the Electronic Information System, including the annexes thereto, in editable format.

Article 95^F

Conditions for Conducting an Open Auction Procedure for Advanced Reservation of Capacity

1. The Operator should investigate the feasibility of conducting an Open Auction Procedure for Advanced Reservation of Transmission Capacity (Open Procedure) under the following circumstances:
 - A) If the NNGS Development Study establishes the necessity for the implementation of a NNGS Development Project that falls under the Big Project category, and the most cost effective means of implementation would involve long-term capacity reservation for the Project. The Open Procedure precedes the inclusion of the Project in the Development Plan.
 - B) The conditions of article [95^B] paragraph [13] (C) also apply.
 - C) At the request of the RAE, as a condition for a project that is included in the Draft Development Plan to join the Development Plan, if it considers that the most cost effective means of implementation requires long-term capacity reservation for the Project.

2. The Operator's decision to not investigate the feasibility of conducting an Open Procedure must be fully substantiated by the Operator, and the reasons communicated to the RAE.
3. The new capacity (Open Procedure Capacity) related to the Project becomes available for reservation and is allocated to the interested parties through the Open Procedure. In order to determine the Open Procedure Capacity, the Operator particularly takes into account the following:
 - A) The NNGS Development Study.
 - B) The Development Plan.
 - C) The List of Small Projects.
 - D) The New Project Assessment Study, in accordance with article [95^B] paragraph [9] .
4. The Operator may offer the Open Procedure Capacity through individual shares (Capacity Shares).
5. If the project involves the development of interconnection with another Member-State of the European Union or the Energy Community, the investigation of the feasibility of conducting the Open Procedure and its method of conduct is decided together by all the Operators of Natural Gas Systems of the relevant Member-States, notwithstanding the provisions of articles [95^G] to [95^I]. The Operator cooperates with the Operators of upstream or downstream Systems in the preparation of a proposal for the conduct of an Open Procedure and determination of the individual stages of the Open Procedure. The RAE cooperates with the regulatory authorities in the upstream and downstream Connected Systems for the approval of the Open Procedure Tender Invitation and the monitoring of the stages of the Open Procedure, as defined in Articles 21 and 25 of the Law.

Article 95^G

Open Season Procedure Proposal

1. If the requirements of article [95^F] paragraph [1] are met within two (2) months of the completion of the NNGS Development Study, or the drafting of the New Project Assessment Study according to article [95^B], paragraph [13], the Operator will prepare and present for public consultation an Open Procedure Proposal, which will primarily include the following:
 - A) A description of the project to which the Open Procedure relates.
 - B) The Open Procedure Capacity and a description of Open Procedure Products. An Open Procedure Product is defined as the volume of each Capacity Share on offer, as well as (for each Capacity Share) the start date and duration of capacity reservation in the project.
 - C) A budget for the Project and an estimate of the average annual capacity reservation charge (Capacity Fee) for the Project (both non-binding) calculated per Open Procedure Product, or a methodology for calculating Project Costs and Capacity Fees (also non-binding).

2. The duration of the public consultation cannot be less than thirty (30) and not more than sixty (60) days.
3. The Open Procedure Proposal will be published via the Electronic Information System, in Greek and English. Under the responsibility of the Operator, a summary of the Open Procedure Proposal will be published in at least two (2) widely-circulated Greek newspapers, and two (2) widely-circulated financial newspapers in the European Union.
4. Within sixty (60) days of the closing date of the public consultation, the Operator, taking into account the views and the potential interest of participants in the public consultation regarding Open Procedure Products, will resolve to:
 - A) Hold an Open Procedure, without amendment to the characteristics or the implementation timetable of the Project, or to the characteristics of the Open Procedure Products referred to in the Open Season Procedure Proposal.
 - B) Hold an Open Procedure, with amendment to the characteristics or the implementation timetable of the Project, or to the characteristics of the Open Procedure Products referred to in the Open Season Procedure Proposal, in order to permit the servicing of estimated demand in the most cost effective manner, to the limits of the technical construction capacities of the project.
 - C) Not to hold an Open Procedure, if there is insufficient interest in booking capacity in the Project. In this case, the Operator is entitled to include the project in the Draft Development Plan, as defined in Article [92], or to proceed to the evaluation of the Applications for Advanced Reservation of Transmission Capacity, as defined in article [95^B], paragraph [13](C).
5. The decision of the Operator will be fully substantiated, published in the Electronic Information System, and communicated to the RAE.
6. If the Operator decides to hold an Open Procedure to be carried out in accordance with the provisions of article [95^F] paragraph [1](B), all applicants that have submitted Applications for Advanced Reservation of Transmission Capacity relating to an Unplanned Project, as defined in Article [95^A] paragraph [12](A), are required to participate therein. If any applicant as above does not wish to participate, the Operator will reject the corresponding Application for Advanced Reservation of Transmission Capacity. The decision of the Operator to reject the application is communicated to the RAE.

Article 95^H

Invitation to Tender by Open Season Procedure (Open Procedure Invitation to Tender)

1. Within three (3) months of the date of the Operator's decision according to article [95^Z] paragraph [4], (A) and (B), the Operator will prepare a draft Open Procedure Tender Invitation that will be submitted to the RAE for approval, according to the provisions of Article 69(5) of the Law.
2. Within (30) days of the submission date of the plan, the RAE may seek clarifications on the project and changes in the terms of conduct for the Open

Procedure, setting a deadline for compliance by Operator that may not be less than thirty (30) days.

3. Within fifteen (15) days of approval by the RAE, the Open Procedure Tender Invitation will be published in the Electronic Information System, in Greek and English. At the responsibility of the Operator, a summary of the Open Procedure Tender Invitation will be published in at least two (2) widely-circulated Greek newspapers, and two (2) widely-circulated financial newspapers in the European Union.
4. The Open Procedure is conducted in Greek and in English.
5. The Invitation to Tender by Open Season Procedure includes:
 - A) Technical description and timetable for the project, description of Open Procedure Capacity and Open Procedure Products, non-binding budget of the Project and the estimated Capacity Fare or non-binding calculation methodology of the Project cost and the Capacity Fee, finalised by the Operator after completion of the public consultation on the Open Procedure Proposal, according to Article [95^G].
 - B) A detailed description of the stages of the Open Procedure, as per paragraph [1] of article [95^H].
 - C) The criteria relating to the right to participate in each stage of the Open Procedure and the respective guarantees that interested parties may be required to produce.
 - D) A detailed timetable of the stages of the Open Procedure, which at the least specifies:
 - (i) The Start Date of the Non-Binding Offer Stage, which cannot be later than sixty (60) days from the publication of the Open Procedure Tender Invitation and the total duration of this stage, which can not exceed ninety (90) days.
 - (ii) The Start Date of the Binding Offer Stage, which cannot be later than thirty (30) days from the end of the Non-Binding Offer Stage, subject to the cases as per article [95^I] paragraph [3] and paragraph [6](A) and the total duration thereof, which may not exceed ninety (90) days.
 - (iii) For each stage, the deadlines for the submission of offers, the issue of the Operator's decision on the acceptance or rejection of offers, the submission of complaints from the participants and the issue of decisions on them.
 - (iv) The final date for conclusion of the Advanced Reservation of Capacity Agreement with each participant whose binding offer was accepted, which cannot be less than thirty (30) and not more than sixty (60) days after the inclusion of the project to the Development Program.
 - E) Acceptance or rejection criteria for offers submitted during the Non-Binding Offer Stage and the Binding Offer Stage, respectively, according to article [95^A].
 - F) The methodology for allocation of Open Procedure Capacity in the Binding Offer Stage, where the sum of Capacity Shares requested for reservation

exceeds the Open Procedure Capacity. When establishing the methodology for allocation of Open Procedure Capacity, the Operator must take all necessary steps to ensure that the allocation of Capacity is performed in the most economical, transparent, direct, and non-discriminatory manner among the participants of the Open Procedure, based on market mechanisms.

- G) All standard documents required at each stage of the Open Procedure must be submitted by the participants at this stage, in particular the documents pertaining to offers submitted during the Non-Binding and Binding Offer Stages, and the corresponding guarantees.
6. Participation in the Open Procedure requires payment of a fee, which is calculated by multiplying the sum of the Capacity Shares that the interested party is requesting to book, by the Unit Advance Capacity Reservation Application Charge according to article [95^A]. The fee is payable as a lump sum, during participation in the Non-Binding Offer Stage. Participants in the Open Procedure that have submitted applications for Advanced Reservation of Transmission Capacity in accordance with article [95^A], are exempt from payment of that percentage of the Open Procedure participation fee covered by the Advanced Reservation of Capacity Application Fee already deposited by the participants in question.

Article 95¹

Conduct of an Open Season Procedure

1. The Open Procedure is conducted in two consecutive stages:
 - A) The Non-Binding Offer Stage.
 - B) The Binding Offer Stage.

The Open Procedure is completed as per the provisions of paragraph [11].
2. At the Non-Binding Offer Stage, subject to paragraphs [3] up to [5], the Operator will:
 - A) Invite the interested parties to submit non-binding offers for Open Procedure Products, as well as the documents and information required by the Invitation to Tender at this stage.
 - B) Assess non-binding bids and make a decision to accept or reject them in accordance with the criteria set out in the Invitation to Tender. Rejection of a non binding offer must be fully substantiated by the Operator. The applicant will be notified in writing, and the decision will also be communicated to the RAE.
 - C) Examine any objections submitted by the participants and issue a ruling on them on them, in accordance with the procedure laid down in the Open Procedure Tender Invitation.
 - D) Create a list of the participants whose bids were accepted at the Non-Binding Offer Stage, and who have thereby acquired the right to participate in the Binding Offer Stage.

- E) Submit a report to the RAE summarising the outcome of the Non-Binding Offer Stage.
3. The Operator may interrupt the Open Procedure during the Non-Binding Offer Stage, and update the Open Procedure Tender Invitation, if it considers that the total Capacity Shares for which acceptable Non-Binding Offers were submitted falls, according to its assessment, under one of the following:
- A) Falls short of the Open Procedure Capacity, such that the continuation of the Open Procedure would reasonably lead to financial non-viability of the Project, or
 - B) Exceeds the Open Procedure Capacity, such that continuation of the Open Procedure would reasonably lead to the inability to meet the demand of the participants for Capacity Shares, with the reservation of cases for which, on the basis of the respective Assessment Study conducted by the Operator, there is insufficient supporting documentation regarding the technical feasibility or financial viability of the Project given a further increase of Open Procedure Capacity.
4. The decision of the Operator concerning the interruption of the Open Procedure and the updating of the Open Procedure Tender Invitation will be specifically substantiated by the Operator, published in the Electronic Information System, and communicated to the RAE. The Operator will return the participation fees to all participants whose non-binding bids were accepted in the Non-Binding Offer Stage.
5. Within three (3) months of the decision of the Operator, in accordance to paragraph [3], the Operator will update the Open Procedure Tender Invitation, with particular regard to the Open Procedure Capacity, the Capacity Fee or the Project budget and will submit it to the RAE for approval. The Open Procedure Tender Invitation will then be approved by the RAE and published in accordance with the procedure outlined in Article [95^H] paragraphs [2] to [4], and will also include the information provided for in paragraph [5] of the same article. Participation in the Open Procedure requires payment as provided for in article [95^H] paragraph [6].
6. If, after the repetition of the Non-Binding Offer Stage as above:
- A) The sum of the Capacity Shares for which acceptable Non-Binding Offers were submitted, according to the assessment of the Operator, still fall short of the Open Procedure Capacity, then the Operator will proceed with the definitive termination of the Open Procedure. The decision of the Operator concerning definitive termination of the Open Procedure must be specifically substantiated by the Operator, published in the Electronic Information System, and communicated to the RAE. The Operator will return the participation fees to all participants whose non-binding bids were accepted in the Non-Binding Offer Stage.
 - B) The sum of the Capacity Shares for which acceptable non binding bids were submitted, according to the assessment of the Operator, continues to exceed the Open Procedure Capacity, with the reservation of cases for which, on the basis of the respective Assessment Study conducted by the Operator, there is insufficient documentary evidence to support the technical feasibility or financial viability of the Project given a further increase of

Open Procedure Capacity, the Operator will notify the interested parties about potential bottlenecks in the allocation of the Open Procedure Capacity in the Binding Offer Stage. Any decision of the Operator concerning the inability to increase Open Procedure Transmission Capacity will be specifically substantiated by the Operator, published in the Electronic Information System, and communicated to the RAE.

7. During the Binding Offer Stage, the Operator will:
 - A) Invite the participants listed as per paragraph [2](D) to submit Binding Offers for Open Procedure Products, as well as the documents and information required by the Invitation to Tender at this stage.
 - B) Assess binding bids and make a decision to accept or reject them in accordance with the criteria set out in the Invitation to Tender. Rejection of a binding offer must be fully substantiated by the Operator. The applicant will be notified in writing, and the decision will also be communicated to the RAE.
 - C) Examine any objections submitted by the participants and issue a ruling on them on them, in accordance with the procedure laid down in the Open Procedure Tender Invitation.
 - D) Inform in writing the participants whose binding offers were accepted.
 - E) Decide on the participants who will be allocated part of the Open Procedure Capacity (successful participants) and compile a corresponding list. The decision of the Operator on the allocation of capacity to successful participants will be specifically substantiated by the Operator and communicated to the RAE. The acceptance of binding offers is expressly subject to the prior inclusion of the project in the Development Plan.
 - F) Invite the successful participants to produce the guarantees specified in the Open Procedure Tender Invitation relating to the conclusion, subject to the prior inclusion of the project in the Development Plan, of an Advanced Reservation of Capacity Agreement, within a specified period following the inclusion of the project in the Plan.
 - G) Submit a report to the RAE summarising the outcome of the Binding Offer Stage.
8. The Binding Offer Stage is complete with the submission of the report as per paragraph [6](G) by the Operator to the RAE. Within thirty (30) days from the end of the Binding Offer Stage, the Operator will prepare a Capacity Expansion Proposal, which is sent to successful participants.
9. The Operator is required to include the project in the next Development Plan, which drawn up in accordance with article [92], submitting the Capacity Expansion Proposal along with the Draft.
10. If the project is included in the Development Plan, the Operator will invite successful participants to appear for conclusion of Advanced Reservation of Capacity Agreements within the period specified in the Open Procedure Tender Invitation. If a successful participant fails to appear for the conclusion of an Advanced Reservation of Capacity Agreement within that period, the amount of the relevant guarantee specified in the Open Procedure Invitation becomes

chargeable and the Open Procedure Capacity allocated to it will be allocated to the next successful participant, according to the methodology for allocation of Open Procedure Capacity specified in the Open Procedure Tender Invitation. In this case, the Operator will immediately inform the new successful participant and issue an invitation to appear for the conclusion of an Advanced Reservation of Capacity Agreement within the period specified in the Open Procedure Tender Invitation.

11. The Open Procedure ends with the conclusion of an Advanced Reservation of Capacity Agreement for all Capacity Shares allocated during the Binding Offer Stage or the failure of the last successful participant to appear by the closing date of the deadline as defined in paragraph [10], or in the case of non-inclusion of the Project in the Development Plan. Within sixty (60) days after the end of the Open Procedure, the Operator will submit a report summarising the results of the Open Procedure to the RAE.
12. The Operator is obliged to preserve the confidentiality of commercially sensitive information or documents that are submitted to him by the participants at any stage of the Open Procedure.

NON OFFICIAL TRANSLATION

CHAPTER 13

NNGS MAINTENANCE

Article 96

Definition

Maintenance is defined as any inspection, modification, repair, replacement, rectification, restoration or upgrading of any part of the NNGS, as well as any other works that affect or may affect the delivery or reception of natural gas at NNGS Entry and Exit Points, respectively. Maintenance is divided into Scheduled and Non-scheduled Maintenance.

Article 97

Operator Responsibility for NNGS Maintenance

1. The Operator is responsible for scheduling and execution of NNGS Maintenance.
2. Each Year, the Operator will prepare the Annual Maintenance Planning, taking into consideration the maintenance requirements of the sections of the NNGS, Approved Firm Service Applications, Approved Interruptible Service Applications under the Transmission Contracts, and Approved LNG Applications under the LNG Agreements, which it has concluded with the Users, as well as any relevant information provided by Transmission Users, LNG Users, Connected System Operators and any other natural or legal entity having legal interest therein.
3. To this end, the Operator will coordinate and combine, as far as possible, NNGS Maintenance with the operation and maintenance schedules of Reception Facilities and Connected Systems.
4. The Operator does its utmost to ensure that Maintenance is carried out according to the Annual Maintenance Planning. The Operator has the right to proceed to any Non-scheduled Maintenance, as per the provisions of article [99].
5. During the performance of NNGS Maintenance works, the Operator is exempt from its obligations as imposed by the Network Code and the Transmission System and LNG Agreements that it has entered into, to the extent that non-fulfillment of said obligations is due to Maintenance.

Article 98

Annual Maintenance Planning

1. At the latest by 15th November of each Year, the Operator will draw up and publish the Annual Maintenance Planning for the subsequent Year. This plan will include the time schedule for execution of individual works, and sets the scheduled dates according to which the works must be completed. The Operator will announce any changes to the Annual Maintenance Planning via the Electronic Information System.

2. Maintenance Days are the consecutive or non-consecutive days during which maintenance works on the NNGS are performed, in accordance to the Annual Maintenance Planning.
3. The maximum number of Maintenance Days per year is determined as follows:
 - A) Ten (10) working days for the Maintenance of sections of the NNGTS, with the exception of Entry and Exit Points.
 - B) Ten (10) working days per NNGTS Entry and Exit Points, subject to the provisions of paragraph [4] of this article.
 - C) Twenty (20) working days for LNG Facility Maintenance.
4. In cases of complex large-scale works, the period of time specified in paragraph [3] (B) may be extended by up to ten (10) additional working days, taking into consideration the optimal schedule for the work. The Operator will make every effort to ensure the least possible disturbance to Users.
5. At least twenty (20) working days before the beginning of the maintenance works, the Operator is responsible for notifying Transmission System and LNG Users that are affected by said works in writing, providing information on the type and impact of necessary works, as well as the predicted duration thereof. The Operator may extend the time determined in the Annual Maintenance Planning for the completion of the works, for Emergency Crisis Level reasons, with immediate notification of Transmission System and LNG Users, Connected Systems Operators and any other natural person or legal entity that has legal interest therein.

Article 99

Non-scheduled Maintenance

1. The Operator will decide to proceed with and execute Non-scheduled Maintenance works whenever it deems that such Maintenance is essential for the secure, reliable and efficient operation of the NNGS.
2. Before the execution of Non-scheduled Maintenance works, the Operator is responsible for notifying Transmission System and LNG Users, by any expedient means and within a reasonable time, with regard to the type, extent and the expected duration of such works.
3. In determining the timing of Non-scheduled Maintenance works, the Operator must take into consideration the views of Transmission System and LNG Users, Connected System Operators and of any other natural or legal entity with legal interest, provided that there are no risks to the secure and reliable operation of the NNGS.

Article 100

NNGS Maintenance User Obligations

1. Transmission System and LNG Users must co-operate with the Operator and provide it, as promptly as possible, with all necessary information such that it

fulfills its obligations with respect to NNGS Maintenance in accordance with the Network Code.

2. On Maintenance Days, the Operator proceeds with the necessary restriction of the Booked Transmission Capacity for Delivery and Reception, and Gasification Capacity for Transmission System and LNG Users, respectively, in a fair and non-discriminatory manner. This restriction is published by the Operator, on condition of preservation of confidentiality.
3. On Maintenance Days, Transmission System and LNG Users are responsible for providing full assistance to the Operator and fully complying with its instructions.
4. Transmission System and LNG Users are responsible for making every possible effort, including the incorporation of suitable terms in the agreements they sign with Connected System Operators or with any other natural or legal entity with legal interest, in order to ensure compliance with their obligations, as per this article.

NON OFFICIAL TRANSLATION

CHAPTER 14

NNGS ELECTRONIC INFORMATION SYSTEM

Article 101

Operator Responsibilities and Obligations

1. The Operator is responsible for development and administration of the NNGS Electronic Information System, according to the provisions of Article 8(2)(m) of the Law.
2. The Operator provides Users, of Connected System Operators or any other natural or legal entity with legal interest, with access to the Electronic Information System without discrimination. For this purpose, the Operator publishes the specific terms and conditions of access to the Electronic Information System. Access to the Electronic Information System does not require payment of a charge.
3. Persons with access rights to the Electronic Information System must comply with the terms and conditions of use in force at the given time, as published by the Operator.
4. The Operator cannot be held liable by persons with access rights to the Electronic Information System for any instances of non-availability thereof.
5. The information provided by the Operator via the Electronic Information System is available as follows:
 - A) It is published in Greek and English.
 - B) It is available in a format that allows further computerised analysis and processing.
6. The Administrator may modify the Electronic Information System at its sole discretion, after respective notification of the RAE at least two (2) months prior to the modification.
7. The Operator is obliged to provide to the RAE with access to the Electronic Information System, and to any information regarding the operation thereof.

Article 102

Electronic Information System Content

1. The Electronic Information System will publish at least the NNGTS-related information specified in the provisions of Regulation (EC) 715/2009, and on all relevant points as defined in the above Regulation. The updating of such information is performed on a regular basis, and at the least according to the timetable determined for each category of information outlined by Regulation (EC) 715/2009.

2. The Operator is required to provide Users with at least two updates regarding the measured quantities of natural gas per Entry and Exit Point. Each update will cover natural gas flows from the start of the particular Gas Delivery Day. The first update will be made by the Operator before 15:00 on the Gas Delivery Day, based on data available until that time. The second update will be made by the Operator before 20:00 on the Gas Delivery Day.
3. The Electronic Information System includes at least publication of the following data with regards to the LNG Facility:
 - A) Daily estimates of the Operator concerning the total Booked Gasification Capacity of the LNG Facility.
 - B) Daily estimates of the Operator regarding the available Gasification Capacity of the LNG Facility, as well as monthly forecasts for a time period of eighteen (18) Months. The monthly forecasts must be updated at least once a Month, or more often in the event there is new data.
 - C) The Minimum Daily LNG Gasification Rate of the LNG Facility.
 - D) The Available Storage Area of the LNG Facility that is allocated to the LNG Users within the framework of the Basic LNG Service, on a daily basis, as well as the Available Storage Area of the LNG Facility available to the LNG Users as Additional Storage Area of the LNG Facility on a daily basis.
 - E) The part of the Available Storage Area of the LNG Facility that remains available on a daily basis.
 - F) The sum total Daily LNG Reserves of LNG Users.
 - G) Long-term annual forecasts of the Operator regarding the Gasification Capacity of the LNG Facility available for the next ten (10) Years.
 - H) Historical data on the maximum and minimum used Gasification Capacity of the LNG Facility per Month and the annual mean averages of LNG gasification for the last three (3) Years, and on a rolling basis, up to the previous Month.
 - I) The Initial and Final Annual LNG Plan according to the provisions of Chapter [11]. The Electronic Information System also publishes each update of the Final Annual LNG Plan.
 - J) The Initial and Final Monthly LNG Plan, according to the provisions of Chapter [11].
 - K) The List of certified LNG vessels, as well as each update thereof.
4. Where as in paragraph [2] above there is no definition of a timetable for publication of the respective data, the timetable for each item as per the respective provisions of Chapter [11] are applicable.
5. All communication between the Operator and Users or Connected System Operators or any person with legal interest is done via the Electronic Information System, according to the special provisions of the Network Code, as appropriate.

Article 103
Update of NNGTS Points

1. The Operator publishes a list of the respective NNGTS Points (Entry, Exit, etc) via the Electronic Information System, in accordance with Article 8(3) and (4) of Regulation (EC) 715/2009, which have been approved by RAE.
2. Within thirty (30) days from the operation of new Entry and Exit Points in the Transmission System or the final close down of operation of an existing Entry, Reverse Flow Entry, Exit or Reverse Flow Exit Points, the Operator is obliged to submit an updated list of the respective NNGTS Points to the RAE.
3. The RAE will present the list of Transmission System Points proposed by the Operator for public consultation, in Greek and English, and invite the interested parties to express their opinion on the above list.
4. During evaluation of the application, the RAE may require additional information, data, or clarifications from the Operator.
5. The RAE will make a decision regarding the Operator's application within fifteen (15) days after the end of the public consultation period. The decision of the RAE will be communicated to the Operator and posted on its website.
6. A new NNGTS Point is considered to be fully operational after installation and operation of metering devices at the Point in question, belonging to:
 - A) The Operator, or
 - B) The Customer, if installation and operation of the Operator's metering device has not yet been completed, on condition that the provisions of the Metering Regulation are complied with. Within thirty (30) days of the Operator's metering device becoming fully operational, the Operator will duly inform the RAE.

For a new Exit Point to be included at a distribution network exit point, it is deemed to be in operation once its operational connection with the other Exit Points comprising the Distribution Network Exit Point has been completed.

CHAPTER 15

FORCE MAJEURE

Article 104

Definition

1. A Force Majeure event is considered to be any unforeseen and extraordinary condition or event that is not subject to the influence and control of the persons subject to the Network Code, and could not have been avoided even if such persons had demonstrated extreme caution and diligence, as expected of a reasonable and diligent operator, such event leading to the prevention of any of these persons from fulfilling its obligations. Indicatively, it is agreed that the following may constitute Force Majeure events: natural disasters, strikes, lock-outs, the actions of governments or government authorities, war, uprisings, riots, land subsidence, fires, floods, earthquakes, explosions, breakages or accidents in any transmission facility, or other facilities, or of equipment essential to the provision of the duly required service or action, the degree and extent of which render the provision of the requisite service or action impossible.
2. Force Majeure events do not include events and incidents that fall within the definition of NNGTS Crisis situations. In these cases, the provisions of Chapter [10] of the Network Code are applicable, not the provisions of the present article.

Article 105

Force Majeure Rights and Obligations

1. In the case of a Force Majeure event, persons are relieved of any liability for non-fulfillment of their obligations to the extent that such non-fulfillment of obligations is due to the Force Majeure event or is caused by it, provided that they have complied with the provisions of the next paragraph.
2. Any person invoking Force Majeure is responsible for:
 - A) Immediate notification of the other contracting party or any other affected person, by registered letter against receipt of delivery or by any other expedient means, of the circumstance that constitutes the Force Majeure event, and provision of additional information on the estimated duration of the event and on the actions which, in its opinion, are necessary to address the event in question.
 - B) Notification of the other contracting party or any persons affected by such an event, regarding the actions taken to handle the incident that caused the Force Majeure event, with a view to its resolution, and the estimated duration of such event.
 - C) The securing of access for the abovementioned persons or their representatives at the site where the Force Majeure event occurred, in order to conduct inspections. In this case, the person requesting the inspection is responsible for reimbursing the person claiming Force Majeure for any expense incurred by the latter due to such inspection.

- D) Within a deadline of ten (10) working days from the resolution of the Force Majeure, to draft a report with regard to the Force Majeure event, the actions taken to address the circumstances, and the consequences thereof, and to submit it to the other contracting party or any other person affected by the event.
3. In particular, for Approved Firm Service Applications and Approved Interruptible Service Applications within the framework of Transmission Agreements, and Approved LNG Applications under LNG Agreements, the Parties may agree to extend the duration of the Approved Applications, for the period during which the execution of the obligations set out in the Approved Applications had to be suspended due to the Force Majeure event.

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CHAPTER 16

DISPUTE RESOLUTION

Article 106

Scope

Without prejudice to any specific delegated legislative provisions, disputes arising from the implementation of the provisions of the Network Code are settled according to the provisions of this Chapter.

Article 107

Amicable Settlement of Disputes

1. The parties undertake the obligation to make every possible effort to ensure the amicable settlement of disputes arising from the implementation of the provisions of the Network Code.
2. Towards this end, any party may issue an invitation for amicable settlement of a dispute to the other. Within a deadline of three (3) days from the registered delivery of such invitation to the respective party, the parties will appoint and mutually notify their representatives regarding the settlement, negotiating in good faith and according to ethical business practices for the settlement of the dispute.
3. The procedure for settlement of disputes is conducted in Greek and will be completed within a time period of thirty (30) days from the notification of the invitation for amicable resolution, the result of this negotiation is binding on the parties.

Article 108

Expertise and Arbitration

1. In the event of non-resolution of the dispute via amicable settlement, and particularly in the event of a difference related to issues of a technical nature, the parties may refer the issue to a mutually approved expert.
2. In the event of failure to resolve the dispute via amicable settlement, or in the case of failure to achieve resolution of the dispute after the issuance of an expert report as per the provisions of paragraph [1], the parties may refer the dispute for arbitration as per the provisions of the Code of Civil Procedure.

If the matter is not resolved as per the provisions of paragraphs [1] and [2], the Courts of Athens are competent to resolve any dispute.

CHAPTER 17

FINAL PROVISIONS

Article 109

Electronic Information System (Trading Platform)

1. Until the Electronic Information System is operational, the following apply:
 - A) Any reference to the Electronic Information System is understood to be a reference to the Operator's website.
 - B) Any legal transaction or other action to be carried out through the Electronic Information System is carried out by the Authorised Representatives of the Users and the Operator either in writing, or by fax, or by e-mail. All documents will bear the handwritten or digital signature of their author. Digitally signed documents may only be submitted by e-mail.
2. The above arrangements will also apply after the Electronic Information System becomes operational, in any case where the System in question is rendered unavailable for any reason.
3. Limited availability or unavailability of the Electronic Information System is identified by the Operator, announced on its website, and communicated to Users as soon as possible by any other expedient means. The Operator will also publish on its website any essential information for contact between Users and the Operator exclusively for the purposes of this Article, such as telephone numbers, fax numbers and e-mail addresses for receipt of documents, as well as the postal address for delivery of documents bearing handwritten signatures. Following restoration of the Electronic Information System's normal operation, the Operator will immediately inform Users by any expedient means, and will update the Electronic Information System regarding the actions of Users in the period between announcement of limited availability or unavailability until the system became fully operational again.
4. Transactions which, according to the provisions of the Network Code, are drawn up outside the Electronic Information System, once they commissioned into active operation, are conducted exclusively through the Electronic Information System, without prejudice to paragraph [2] of this article.

Article 110

Article 111

Capacity Booking Applications

Applications to booking of existing or future NNGS capacity, which, on the date of publication of the Network Code, have already been submitted to RAE, will

retain their priority order as per their submission date, according to the provisions of Article 71(1) of the Law, as well as the provisions of article [8], paragraph [7], and article [71], paragraph [7] of the Network Code, on condition that, within two (2) months from publication of the Regulation establishing the NNGS Users Registry, as per Article 72 of the Law, applicants requesting the booking of capacity must submit their NNGS Users Registry certificates to the Operator.

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ANNEX I

NNGS NATURAL GAS QUALITY SPECIFICATIONS

Natural Gas Quality Specifications

1. Wobbe index: The Wobbe index should not be less than 13.066 kWh/Nm³ and should not be greater than 16.328 kWh/Nm³.
2. Gross Calorific Value (GCV): The GCV should not be less than 10.174 kWh/Nm³ and should not be greater than 13.674 kWh/Nm³.
3. Relative Density: The relative density of the natural gas should not be less than 0.56 and not greater than 0.71.
4. CH₄: Per volume concentration of methane should not be less than 75 [% mole]
5. CO₂: Per volume concentration of carbon dioxide should not be greater than 3 [% mole].
6. N₂: Nitrogen concentration should not be greater than 6 [% mole].
7. O₂: Oxygen concentration should not be greater than 0.2 [% mole].
8. Hydrogen sulphide (H₂S): The hydrogen sulphide content of natural gas should not exceed 5.4 mg/Nm³. In exceptional cases, and for periods of time not exceeding two (2) hours, the hydrogen sulphide content of natural gas may have a value of up to 10.8 mg/Nm³, without however exceeding an Average Daily Value of 6.5 mg/Nm³.
9. Total sulphur: The total sulphur not subjected to osmosis in natural gas must not exceed 80 mg/Nm³. In exceptional cases and for a time period not exceeding 48 hours values of up to 120 mg/Nm³ may be accepted, without however exceeding an Average Weekly Value of 90 mg/Nm³.
10. Water Dew Point (WDP): The Water Dew Point for natural gas must not be over +5°C at a reference pressure of 80 barg.
11. Hydrocarbon Dew Point: The Hydrocarbon Dew Point must not be more than +3°C under any pressure from 1 to 80 barg.
12. Dust and Liquids: Natural gas must be practically free from other gases, solid or liquid substances that may create risks of blockage or dysfunction or damage to normal gas installation facilities and standard gas equipment. Exception is made in cases where there is formation of minuscule droplets of liquid in natural gas that are impossible to remove.
13. Odourising Substance: Natural gas is delivered at Entry Points without odourising substances. The odourising substance is added at the Delivery Points as necessary, according to the ASME Network Code.
14. The natural gas temperature should not be less than -5°C or greater than 50 °C. Under exceptional NNGTS operating conditions, or due to technical reasons, and in no circumstances for periods of more than 4 hours, the temperature may be less than -5°C. In this case, it is essential that the temperature of the natural gas be

greater than -10°C and at least 5°C higher than the WDP temperature of the natural gas under operational pressure.

15. At the end of the second year after the Network Code enters into force, the Operator must prepare a report, for public consultation and presentation to the RAE, concerning Natural Gas Quality Specifications and any deviations compared to the quality specifications in the European Union and internationally, as well as an evaluation of the feasibility and expediency of bringing Natural Gas Quality Specifications into line with the other specifications.

LNG Quality Specifications

1. Wobbe Index: The LNG Wobbe Index follows the specifications applicable to the NNGTS.
2. Gross Calorific Value (GCV): The HHV of the LNG should not be less than 11.131 kWh/Nm^3 and should not be greater than 12.647 kWh/Nm^3 . The Operator may examine the possibility of delivering an LNG Quantity to the LNG Facility with an HHV that is off specification as per the above, if it falls within a range of 11.011 kWh/Nm^3 to 11.131 kWh/Nm^3 , or 12.647 kWh/Nm^3 to 12.986 kWh/Nm^3 , provided that, after mixing the above quantity with the remaining LNG already stored in the LNG Facility's tanks, the HHV value for the entire LNG quantity is within the above specification.
3. LNG Density The density of LNG must not be less than 430 kg/m^3 or more than 478 kg/m^3 . The Operator may review the possibility of delivering an LNG Quantity to the LNG Facility that is off the above specification, but within a range from 420.3 kg/m^3 to 430 kg/m^3 or from 478 kg/m^3 to 483.1 kg/m^3 , provided that after mixing the above LNG Quantity with the remaining LNG stored in the LNG Facility's tanks, the LNG density value remains within the above specification.
4. Molecular Weight: The molecular weight of the LNG should not be less than 16.52 kg/Kmol or more than 18.88 kg/Kmol .
5. CH₄: The methane concentration per volume should not be less than 85 [% mole] and greater than 97 [% mole]. The Operator may examine the possibility of delivering an LNG Quantity to the LNG Facility with a methane concentration that is off specification as per the above, if it falls within a range of between 80 to 85 [% mole] and 97 to 99.8 [%mole], provided that, after mixing the above quantity with the remaining LNG already stored in the LNG Facility's tanks, the methane concentration for the entire LNG quantity is within the above specification.
6. N₂: Nitrogen concentration should not be greater than 1.24 [% mole].
7. Hydrogen sulphide (H₂S): The hydrogen sulphide content of the LNG must not exceed 5 mg/Nm^3 .
8. Total sulphur: The total sulphur content of the LNG must not exceed 30 mg/Nm^3 .
9. The composition of heavier hydrocarbons should be within the limits imposed by the KMK method of LNG density calculation. The percentage of iC₄ and nC₄ must not exceed 4%, and the percentage of iC₅ and nC₅ must not exceed 2%.
10. The LNG injection temperature (mean average LNG temperature in all LNG vessel tanks, prior to LNG Injection) must not be greater than -158°C . For LNG

temperatures greater than -158°C , the KMK method of density calculation does not apply.

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ANNEX II

PREPARATION AND UPDATING OF FORMS

The Operator draws up and publishes the forms used to implement the provisions hereof via the Electronic Information System. Each form must specifically include the items prescribed by the corresponding provisions of the Network Code.

The forms may be revised at the initiative of the Operator.

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ANNEX III

NATURAL GAS SUPPLY INTERRUPTION PROCEDURES

General

1. Interruption Procedures are applied in each case where, according to the provisions of the Network Code, the Operator deems it essential to reduce or interrupt natural gas supply at an NNGTS Entry Point, Reverse Flow Entry Point, or Exit Point or Reverse Flow Exit Point.
2. Interruption Procedures are divided into the following categories:
 - i. Standard Interruption Procedure at an NNGTS Entry Point/Reverse Flow Entry Point.
 - ii. Emergency Interruption Procedure at an NNGTS Entry Point/Reverse Flow Entry Point.
 - iii. Immediate Interruption Procedure at an NNGTS Entry Point/Reverse Flow Entry Point.
 - iv. Standard Interruption Procedure at an NNGTS Exit Point or Reverse Flow Exit Point.
3. The Operator chooses the procedure deemed suitable in each case, depending on the time available and the event to be handled.
4. During the Interruption Procedure, communication between Operator and Users is performed via their authorised representatives, who are appointed as per the Transmission Agreement concluded between the Users and the Operator. Communication will be via fax. In the case of Immediate Interruption, communication by telephone will be preferred.
5. With the exception of the procedure for Immediate Interruption at an Entry Point, where the User fails to comply with the Operator's instructions issued within the framework of the Interruption Procedures within the deadline set out therein, the Operator will send a Non-Compliance Message (Form J) to the User by fax. If the User does not comply with the Operator's instructions within 60 minutes from the time of transmission of the Non-Compliance Message, the Operator may reduce or interrupt the natural gas supply at the relevant Entry or Exit Point, according to its original instruction.
6. The provisions of this Chapter apply to Reverse Flow Entry and Exit Points exclusively for the physical delivery and reception of natural gas by the Reverse Flow procedure, as determined in article [9^A].

Procedure for Standard Interruption at an Entry Point

During the Standard Interruption Procedure at an NNGTS Entry Point:

1. The Operator will send the User a Potential Interruption Message (Form D), in which it informs the User regarding potential issue of a Interruption Message within the Warning Period.
2. The Warning Period begins after the lapse of a minimum of four (4) hours from the transmission of the Potential Interruption Message and ends at a time set by the Operator. The Warning Period will be extended only after transmission of a new Potential Interruption Message.
3. Within the Warning Period, the Operator may send an Interruption Message (Form E), with details of the interruption start and end times, as well as the quantity of natural gas that may be delivered to the specific Entry Point during the interruption period.
4. Within two (2) hours from the transmission of the Interruption Message, the User will send the Operator a Confirmation of Interruption Message (Form I). If this deadline expires and no action is taken, the Operator will resend the Interruption Message.
5. The interruption may not begin unless at least three (3) hours have lapsed since transmission of the last Interruption Message.
6. The Interruption Period may be extended following the transmission of a new Interruption Message in which the Operator may redetermine the quantity of natural gas that may be delivered by the User to the specific Entry Point/Reverse Flow Entry Point.
7. During the effective period of interruption, the User is obliged to deliver natural gas to the specific Entry Point according to the instructions given in the Interruption Message.

Emergency Interruption Procedure at an Entry Point or Reverse Flow Entry Point.

During the Emergency Interruption Procedure at an NNGTS Entry Point:

1. The Operator will send the User an Emergency Interruption Message (Form F) informing him of the Start and End times of the interruption, and the quantity of natural gas that may be delivered to the specific Entry Point/Reverse Flow Entry Point during the period of interruption.
2. Within one (1) hour of transmission of the Emergency Interruption Message, the User will send the Operator a Confirmation of Interruption Message (Form I). If this deadline expires and no action is taken, the Operator will resend the Emergency Interruption Message.
3. The interruption may not begin unless at least three (3) hours have lapsed since transmission of the last Emergency Interruption Message.
4. The Interruption Period may be extended following the transmission of a new Emergency Interruption Message in which the Operator may redetermine the quantity of natural gas that may be delivered by the User to the specific Entry Point/Reverse Flow Entry Point.

5. During the effective period of interruption, the User is obliged to deliver natural gas to the specific Entry Point according to the instructions given in the Emergency Interruption Message.

Immediate Interruption Procedure at an NNGTS Entry Point or Reverse Flow Entry Point.

During the Immediate Interruption Procedure at an NNGTS Entry Point:

1. The Operator will notify the User by phone and then send an Immediate Interruption Message (Form G) by fax, specifying the start time of the interruption and the quantity of natural gas that the User may deliver to the relevant Entry Point/Reverse Flow Entry Point during the period of interruption.
2. The interruption will remain in effect until the Operator transmits to the User an End of Immediate Interruption Message (Form H). Until transmission of End of Immediate Interruption Message, the User is obliged to reduce delivery to the quantity indicated in the Immediate Interruption Message.

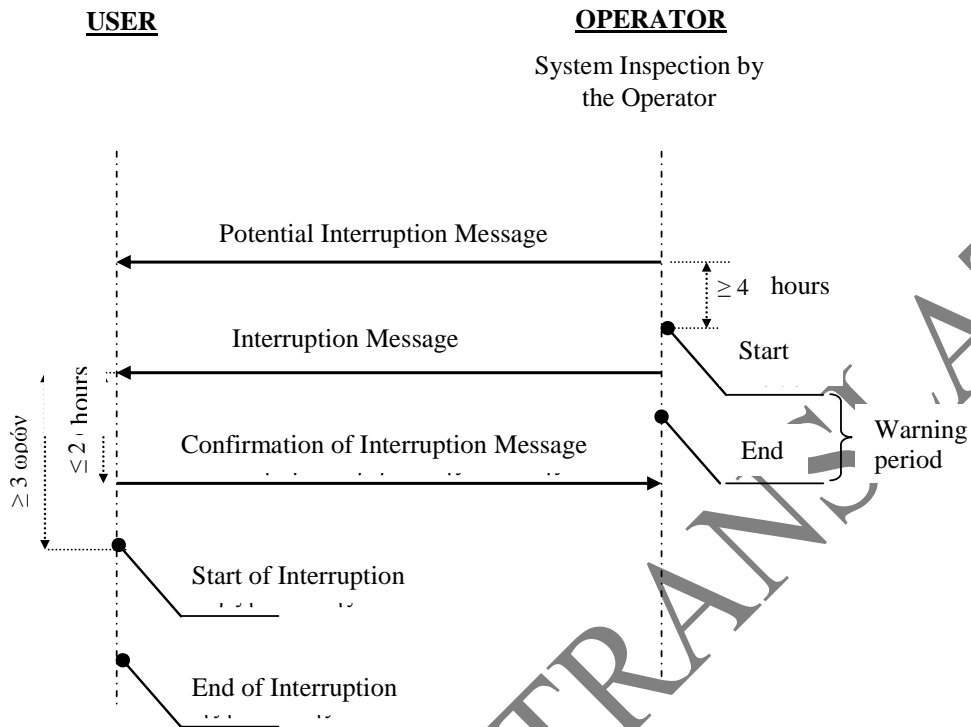
Standard Interruption Procedure at an NNGTS Exit Point or Reverse Flow Exit Point

During the Interruption Procedure at an NNGTS Exit Point or Reverse Flow Exit Point:

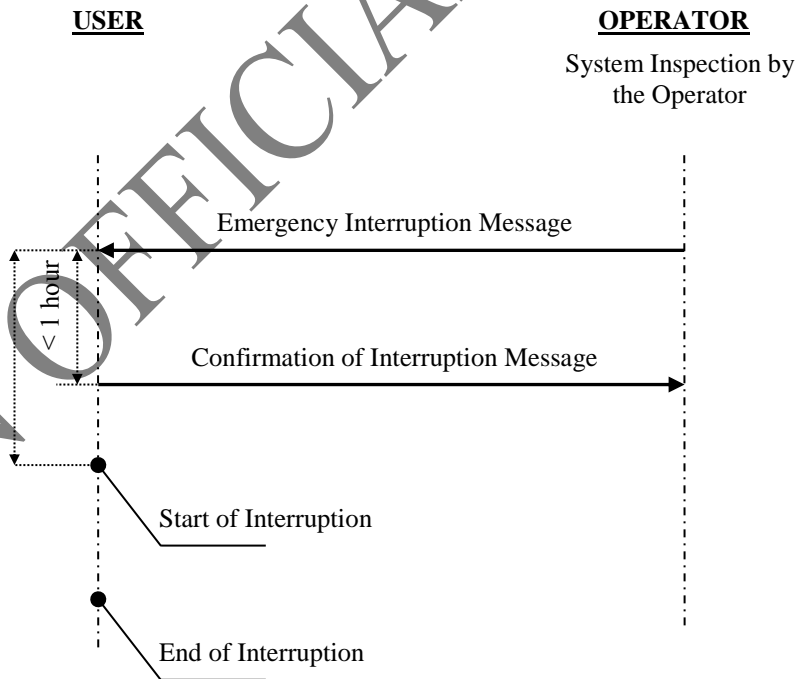
1. The Operator will send the User an Exit Point or Reverse Exit Point Interruption Message (Form K) indicating the Start and End times of the interruption, and the quantity of natural gas that may be taken from the specific Exit Point or Reverse Exit Point during the period of interruption.
2. The message transmission time will precede the Interruption Start Time by at least four (4) hours.
3. The interruption period may be extended following transmission of a new Exit Point or Reverse Flow Exit Point Interruption Message in which the Operator may redetermine the quantity of natural gas that can be received by the User from the specific Exit Point or Reverse Flow Exit Point.
4. During the effective period of interruption, the User is obliged to take up natural gas from the specific Exit Point, according to the instructions given in the Exit Point or Reverse Flow Exit Point Interruption Message.

Schematic Representation of Interruption Procedures

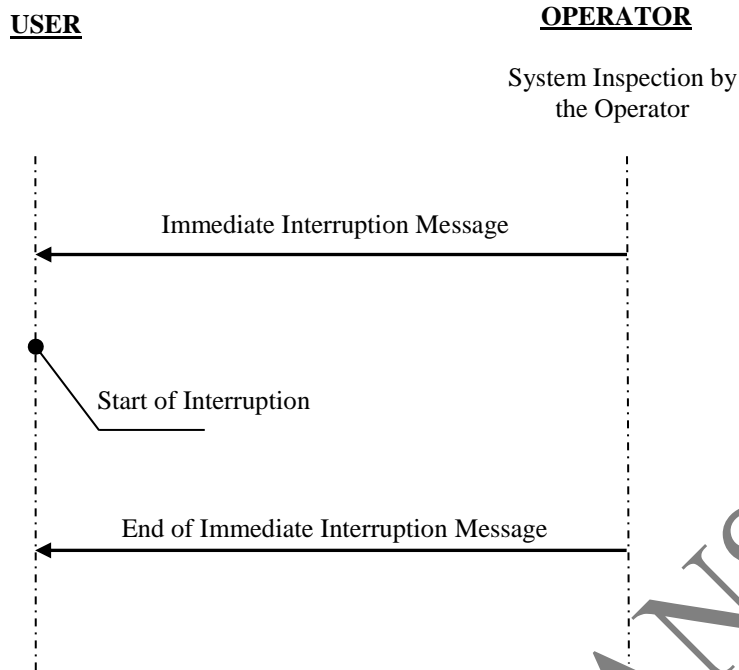
1. The Standard Interruption Procedure at an NNGTS Entry Point/Reverse Flow Entry Point is summarised in the figure below:



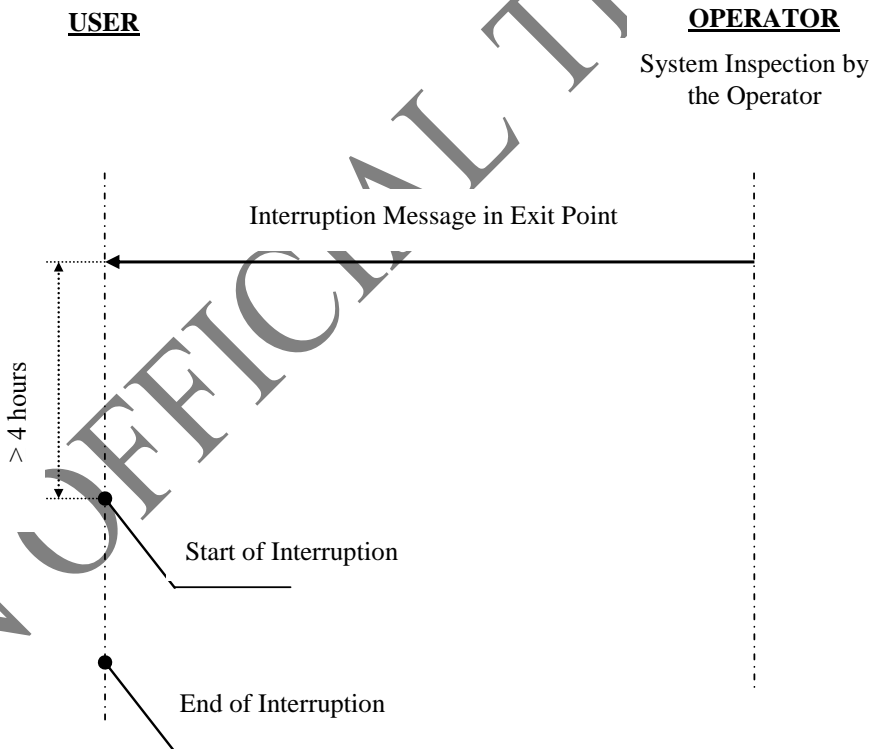
2. The Emergency Interruption Procedure at an NNGTS Entry Point/Reverse Flow Entry Point is summarised in the figure below:



3. The Immediate Interruption Procedure is summarised in the following figure:



4. The Interruption Procedure at an Exit Point or Reverse Flow Exit Point is summarised in the figure below:



INTERRUPTION PROCEDURE FORMS

- [D] – POTENTIAL INTERRUPTION MESSAGE
- [E] – INTERRUPTION MESSAGE
- [F] – EMERGENCY INTERRUPTION MESSAGE
- [G] – IMMEDIATE INTERRUPTION MESSAGE
- [H] – END OF IMMEDIATE INTERRUPTION MESSAGE
- [I] – CONFIRMATION OF INTERRUPTION MESSAGE
- [J] – NON-COMPLIANCE MESSAGE
- [K] – EXIT POINT OR REVERSE FLOW EXIT POINT INTERRUPTION MESSAGE

FORM III-2.1

[D] – Potential Interruption Message

To:	USER NAME	From:	Operator
For the attention of:	REPRESENTATIVE NAME	CC:	NAMES or TRADE NAMES OF MESSAGE RECIPIENTS
Fax :	AP. REPRESENTATIVE'S FAX No.	Pages :	1
Date:	TRANSMISSION DATE	Time:	TRANSMISSION TIME
Report No.	AP. OPERATOR REFERENCE NO.	Re:	THE PRESENT DOCUMENTS

Dear Sirs,

The Operator hereby wishes to notify you that it may be necessary to reduce or interrupt the delivery of natural gas by you at Entry Point/Reverse Entry Point, as per the terms of the Transmission Agreement No..... between us and the Annexes thereto.

We hereby inform you that the Interruption Message may be transmitted within the Warning Period, as this is determined in the aforementioned Agreement and, specifically, within the time limits set out below:

Start of Warning Period :

End of Warning Period :

This message is valid until.....

Sincerely,

For the Operator,

.....

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FORM III-2.4

[G] – Immediate Interruption Message

To: <i>USER NAME</i> For the attention of: <i>REPRESENTATIVE NAME</i> Fax : <i>AP. REPRESENTATIVE'S FAX No</i> Date: <i>TRANSMISSION DATE</i> Report No. <i>AP. OPERATOR REFERENCE No</i>	From: Operator CC: <i>NAMES or TRADE NAMES OF MESSAGE RECIPIENTS</i> Pages : 1 Time: <i>TRANSMISSION TIME</i> Re: <i>THE PRESENT DOCUMENTS</i>
--	---

Dear Sirs,

Pursuant to the terms of Transmission Agreement Ref. No and the Annexes thereto, duly signed between us, and due to exigent circumstances demanding immediate action [define if possible], we hereby request that you proceed with actions necessary in order to adjust deliveries of natural gas at Entry Point/Reverse Flow Entry Point....., according to the values indicated in the following table:

START Day/Time	PAUSE Day/Time	SUPPLY [m3(n)/h]

This 'IMMEDIATE INTERRUPTION MESSAGE' will remain in effect until we send you an 'END OF IMMEDIATE INTERRUPTION MESSAGE'.

Sincerely,

For the Operator,

.....

FORM III-2.5

[H] – End of Immediate Interruption Message

To:	<i>USER NAME</i>	From:	Operator
For the attention of:	<i>REPRESENTATIVE NAME</i>	CC:	<i>NAMES or TRADE NAMES OF MESSAGE RECIPIENTS</i>
Fax :	<i>AP. REPRESENTATIVE'S FAX No</i>	Pages :	1
Date:	<i>TRANSMISSION DATE</i>	Time:	<i>TRANSMISSION TIME</i>
Report No.	<i>AP. OPERATOR REFERENCE No</i>	Re:	<i>THE PRESENT DOCUMENTS</i>

Dear Sirs,

We hereby inform you that the conditions leading to enforcement of the Immediate Interruption Procedure at Entry Point/Reverse Flow Entry Point..... no longer apply. Consequently, your deliveries at the specific Entry Point may continue normally, according to your respective Daily Nomination, as of [DATE/HOUR].

Sincerely,

For the Operator,

.....
.....

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FORM III-2.6

[I] – Confirmation of Interruption Message

To: Operator
From: USER NAME
For the attention of: OPERATOR'S APPOINTED CONTACT PERSON
CC: NAMES or TRADE NAMES OF MESSAGE RECIPIENTS
Fax : CONTRACT OPERATOR FAX No
Pages : 1
Date: TRANSMISSION DATE
Time: TRANSMISSION TIME
Report No. AP. USER REFERENCE No
Re: THE PRESENT DOCUMENTS

Dear Sirs,

With regard to the [INTERRUPTION MESSAGE/EMERGENCY INTERRUPTION MESSAGE/IMMEDIATE INTERRUPTION MESSAGE] Ref. No that you sent to us on [DATE/TIME], the quantities of natural gas delivered to Entry Point/Reverse Flow Entry Point will be adjusted according to the values indicated in the following table.

START Day/Time	PAUSE Day/Time	SUPPLY [Nm ³ /Hour]

Sincerely,

REPRESENTATIVE NAME

FORM III-2.7

[J] – Non-Compliance Message

To: *USER NAME* **From:** Operator
For the attention of: *REPRESENTATIVE NAME* **CC:** *NAMES or TRADE NAMES OF MESSAGE RECIPIENTS*
Fax : *CONTRACT FAX ΑΝΤΙΠΡΟΣΩΠΟΥ* **REPRESENTATIVE'S FAX**
Date: *TRANSMISSION DATE* **NoPages :** *TRANSMISSION TIME*
Report No. *AP. OPERATOR REFERENCE No* **Re:** *THE PRESENT DOCUMENTS*

Dear Sirs,

With regard to the [INTERRUPTION MESSAGE/EMERGENCY INTERRUPTION MESSAGE/IMMEDIATE INTERRUPTION MESSAGE] Ref. No, you sent to us on [DATE/TIME], we requested that you proceed with all actions necessary to adjust deliveries of natural gas at Entry Point/Reverse Flow Entry Point....., according to the values indicated in the following table:

START Day/Time	PAUSE Day/Time	CAPACITY [Nm³/Hour]

Since your deliveries were not adjusted, as they should have been, according to the above table, we hereby request that you proceed with the necessary actions at your earliest convenience, and to confirm same to us by dispatch of the form 'CONFIRMATION OF INTERRUPTION MESSAGE' via Fax.

If you do not proceed with the regulation of your supply as above within 60 minutes of the receipt hereof, the Operator will suspend your supply to the NNGTS, according to the authority granted to it under the terms of the Transmission Agreement signed between us, including the Annexes thereof.

Sincerely,

For the Operator,

.....

.....

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