

## **BALANCE RESPONSIBILITY AGREEMENT**

Concluded in Skopje on -----

Hereinafter referred to as "Balance Agreement", "Agreement",

Concluded between the following contracting parties:

1. Joint Stock Company for performing energy activity natural gas transmission NOMAGAS Skopje in state ownership having its headquarters on Blvd. St. Kliment Ohridski no. 54 Skopje, registered under registration number 7649401, with unique tax number 4080022611460 and bank account no. 300000004930352 duly represented by the Executive Director Bajram Redjepi, hereinafter: "Operator (NGTSO)

and

2. ----- with registration number -----, having its headquarters: -----, with unique tax number -----, duly represented by -----, hereinafter „Balance responsible party (BRP)“

hereinafter collectively referred to as "Parties",

### **SUBJECT OF THE AGREEMENT**

#### **Article 1**

(1) This Balance Responsibility Agreement (hereinafter: Agreement), in accordance with the Rules for Balancing of the Natural Gas Transmission System (hereinafter: Balancing rules) as well as the laws and other regulations in force in the Republic of North Macedonia regulates the mutual rights and obligations of NGTSO and BRP in the procedures for balancing the natural gas transmission system in the Republic of North Macedonia, and specifically regulates:

- 1) the delivery of physical schedules,
- 2) imbalance calculation,
- 3) financial imbalance settlement of BRP,
- 4) financial guarantees.

(2) The quantities of natural gas for balancing and the prices for imbalance are stated in the Balance Account, contained in Annex 2, which is an integral part of this contract.

#### **Article 2**

(1) The definitions of certain expressions contained in the Law on Energy and the Balancing Rules are also applied in this Agreement.

### **RIGHTS AND OBLIGATIONS OF NGTSO and BRP**

#### **Article 3**

(1) NGTSO is obliged to:

- 1) register BRP in the Register of BRP and balance groups, after signing this Agreement,
- 2) procure natural gas for balancing to BRP from a natural gas trading platform or from balancing service providers
- 3) monitor the quantities of natural gas for balancing, which are traded daily, for each financial settlement period (one gas day)

- 4) provide in accordance with the Balancing Rules, and in accordance with its own technical capabilities and at the level of information that NGTSO has, timely and reliable and complete operational information about the state of BRP imbalances
- 5) by 4:00 p.m. of the 4th gas day in the month M+1, NGTSO sent the final monthly imbalance calculation for each gas day prepared according to the balancing rules by e-mail or electronic platform to each BRP
- 6) submit an invoice to BRP for the sold natural gas on a monthly basis, which includes the transactions from the first to the last gas day of the month
- 7) limit the physical transfer of gas at the entry points or stop the taking of gas at the exit points without notice if the BRP does not work in accordance with the guidelines of NGTSO and notifies the BRP within a reasonable period of the restrictions taken, i.e. interruptions at each individual point.

#### **Article 4**

(1) BRP is obliged to:

- 1) undertake balance responsibility for each accounting period for its balance group,
  - 2) be part of one and only one balance group,
  - 3) provide adequate financial guarantees and submit them to NGTSO,
  - 4) submit physical schedules, namely: trade plan (TPS), consumption plan (CPS) to NGTSO and ONGM, individually for each member of the balance group,
  - 5) perform financial settlement of imbalances within the balance group,
  - 6) fulfill the obligations resulting from the financial settlement of imbalances of the balance group with NGTSO,
  - 7) submit data and documentation at the request of NGTSO based on the Rules for Balancing the Natural Gas Transmission System,
  - 8) maintain the required amount of the bank guarantee, determined by NGTSO,
  - 9) work in accordance with the instructions of NGTSO regarding taking actions, i.e. introducing a restrictive regime, suspending or limiting the consumption of natural gas, in case of cumulative imbalance of the gas transmission network that has exceeded the limit established by NGTSO (operating limits and utilization of accumulation in the "linepack" transmission system"), published on the Operator's website.
  - 10) pay the invoices issued by NGTSO on time
- (2) When concluding an agreement with another BRP through a VTT transaction for the sale or purchase of natural gas located in the gas transmission network, then, the BRP is obliged to inform NGTSO about the VTT transaction through the NGTSO platform.

### **FINANCIAL IMBALANCE SETTLEMENT**

#### **Article 5**

- (1) The calculation of BRP imbalances is done in accordance with the Methodology for formation of prices for balancing services, which is an integral part of the Balancing Rules.
- (2) NGTSO prepares a proposal calculation for imbalances on gas day D and submits it to BRP by e-mail or electronic platform no later than 12:00 CET time on the following gas day D+1.
- (3) In the period between 12:00 CET time on day D+1 and 12:00 CET on the 4th day of the month following (M+1) the calculation day of month M, the initial BRP imbalance calculation for any gas day, may change as a result of a change in the initially allocated quantities of entry and exit points from the balancing portfolio of BRP for the corresponding gas day.
- (4) The contracting parties agree that the reasons for the change may be errors in IT routine procedures, in reporting protocols for assigning quantities between BRP at entry and exit points, human error or detected deviations from the permitted ranges of accuracy in the readings of the devices for commercial fiscal measurement.

- (5) BRP has the right to object to NGTSO due to the changed quantities. NGTSO makes a reasoned decision to accept or reject, that is, rejection of the objection.
- (6) NGTSO prepares a final calculation of the imbalance for each gas day of the previous month M, after the final distribution of the input and off-take quantities for the corresponding gas day.
- (7) The submitted calculation data for quantities are displayed in integer values of kWh.
- (8) Calculation of imbalances contains the values of positive or negative imbalances of BRP separately for each period of imbalances settlement.
- (9) NGTSO maintains a financial balance account for BRP, where it collects financial settlements of imbalances for each gas day. All imbalance fees are subject to daily financial settlement and are entered into the financial balancing account in accordance with the Balancing rules.
- (10) At the beginning of each month, the financial account is reset to zero, and in it the costs of imbalances in each gas day for the new month begin to be collected from the beginning.

#### **Article 6**

- (1) Participant in the financial settlement is BRP.
- (2) NGTSO performs the settlements of financial claims and liabilities of BRP.
- (3) The financial settlement of the imbalances is carried out on the basis of the final calculations of the BRP imbalances calculated according to the Balancing rules.
- (4) To calculate the value of the monthly invoice, NGTSO prepares a Summary for the settlement of imbalances by days in the month for BRP within 2 days from the date of calculation of the final distribution of imbalance quantities and submits it to BRP by e-mail or through an electronic platform.
- (5) Based on the calculation of the imbalances for the accounting period, NGTSO invoices BRP, when BRP pays for the imbalances in the relevant monthly accounting period. Attached to the invoice is the report on the calculation of imbalances for the relevant monthly calculation period. The due date of the invoice is eight working days from the date of its issuance.
- (6) Based on the imbalances calculation in the accounting period, BRP issues an invoice for NGTSO, when NGTSO pays for the imbalances in the relevant monthly accounting period. Attached to the invoice is the report on the calculation of imbalances in the relevant period. The due date of the invoice is 10 (ten) working days from the date of its issuance.
- (7) The deadline for issuing the invoice is five days after receiving the calculation of imbalances.
- (8) The contracting parties send the invoices by electronic means (e-mail), specified in the Agreement.

#### **Article 7**

- (1) The contracting parties shall pay the invoiced total amount in denars, to the transaction accounts specified in this contract by both parties.
- (2) If the invoice is not paid by the due date defined in Article 6 of this contract, default interest shall be calculated for the period of delay.
- (3) If BRP does not pay the invoice within 7 days after the due date defined in Article 6 of this agreement, NGTSO shall have the right to activate the financial guarantee, in the amount it owes.
- (4) Within two days after activation of the financial guarantee, NGTSO shall notify BRP by electronic means.
- (5) In case of activation of the financial guarantee, BRP is obliged to provide a new financial guarantee, which according to the Balancing Rules can be in the form of a bank guarantee and/or deposit.
- (6) If BRP does not supplement the financial guarantee within a period determined by NGTSO, NGTSO has the right to unilaterally terminate this Agreement and shall notify BRP of this by electronic means.

#### **Article 8**

- (1) BRP has the right to object to the invoice within five working days after receipt of the invoice delivered by NGTSO.
- (2) In the objection submitted by BRP shall state and explain the reasons for which it is submitted.
- (3) The submission of the objection to NGTSO does not delay the payment of the issued invoice.
- (4) If the objection from paragraph (1) of this article is accepted, NGTSO prepares a new corrected invoice and submits it to BRP within three working days from the acceptance of the objection.

#### **Article 9**

- (1) If NGTSO determines that the objection from Article 7 paragraph (1) is not founded, within eight working days it shall reject the objection.
- (2) BRP has the right to submit an objection to ERC within 7 days after receiving the decision from paragraph (1) of this article.
- (3) The submission of the objection from paragraph (2) of this article does not delay the payment of the issued invoice.
- (4) If ERC makes a decision approving the objection of BRP from paragraph (2) of this article, it informs NGTSO.

#### **Article 10**

- (1) NGTSO, to each BRP for which there is a correction, sends a financial liability or approval and final imbalances calculation for the month in question in accordance with the Balancing Rules.
- (2) The financial liability or approval from paragraph (1) of this article is made on the basis of the Final imbalances calculation which is obtained as the difference between the values obtained from the first imbalance calculation and the values obtained with the final imbalance calculation.

#### **Article 11**

- (1) BRP has the right to object to the financial liability or approval in accordance with Article 9 paragraph (1) and the final imbalance calculation within five working days after the receipt of the financial liability or approval.
- (2) The procedure for submitting and deciding upon the objection from Article 8 and Article 9 of this Agreement is also applied to the objection from paragraph (1) of this Article.

### **FINANCIAL GUARANTEE**

#### **Article 12**

- (1) Within seven working days after signing this Agreement, BRP provides a financial guarantee in favor of NGTSO, to mitigate the risk of non-payment by BRP of the invoices issued by NGTSO for concession fees and/or neutrality fees.
- (2) The financial guarantee by BRP can be in one of the following forms:
  - 1) Irrevocable and unconditional bank guarantee according to the form in Annex 2 which is an integral part of this contract, which is payable upon the first request of NGTSO.
  - 2) Deposit in cash to the bank account designated by NGTSO in this agreement.
- (3) The financial guarantee is valid from the date of validity of this Agreement, plus an additional 45 days after the expiration of the validity period of the Agreement.
- (4) The initial provision of the financial guarantee is in the amount of a minimum of 10% of the monthly quantity of natural gas, which BRP will withdraw from the transmission system, for the month with the

largest quantity of natural gas, according to the annual nomination of BRP and the average of the daily charge (price) for imbalance including VAT, defined in the Methodology for calculating the daily imbalance charge.

(5) from the value of the monthly quantity of natural gas for the month with the largest quantity of natural gas, according to the current plan for the use of natural gas, Annex 3 of this Agreement.

The plan should correspond to products with reserved capacity, and be updated with their schedule.

(6) The operator has the right to request an update of the plan, in the event that the quantities in it differ by more than 10% of the amount, upon full utilization of the products with reserved capacity on a daily basis. The value of the guarantee is determined by the price of natural gas including VAT, excluding the price of natural gas transmission.

(7) The amount to which the financial guarantee obligation is updated is at least 10% of the value of the monthly amount of natural gas for the month with the largest amount, according to the updated annual plan for the transportation of natural gas, in Annex 3 of this Agreement.

(8) BRP shall update the bank guarantee within 10 working days of receiving notification from NGTSO.

(9) NGTSO does not confirm the transaction to BRP, if it has not provided a financial guarantee in the amount specified by NGTSO.

(10) If the financial guarantee is in the form of a bank guarantee, BRP is obliged to renew the given bank guarantee 45 days before the validity period.

(11) In case of non-renewal of the bank guarantee within the period of paragraph (14) of this article, NGTSO has the right to terminate this Agreement unilaterally, by notification by electronic means.

(12) NGTSO does not owe BRP interest for the time during which the amount of the guarantee deposit remained with him, nor any additional payments of fees, expenses, etc. related to the deposited guarantee deposit.

(13) NGTSO releases the financial guarantee within 5 days from the day of receipt of the electronic application by BRP, in cases where:

- BRP replaces the form of financial guarantee

- This contract has been terminated and BRP has settled the financial obligations arising from the agreement.

(14) If BRP replaces the form of the financial guarantee, NGTSO returns the previous financial guarantee or releases the bank guarantee within 5 days after the date of receipt by BRP of the new financial guarantee that meets all the conditions of the agreement.

(15) Upon termination of the agreement, each party is fully responsible for all outstanding financial obligations to the other party, which occurred up to the date of termination of this agreement.

(16) The contracting parties agree that the Uniform rules for demand guarantees shall be applied accordingly to the issuance, activation and release of the bank guarantee, in accordance with Publication no. 758 of the International Chamber of Commerce in Paris (ICC Uniform Rules for Demand Guarantees -URDG 758, whereby:

- The legislation of the Republic of North Macedonia is applied to the bank guarantee, regardless of the headquarters of the guarantor bank.

- The bank guarantee issued by a guarantor bank from the Republic of North Macedonia is issued in the Macedonian language and its Cyrillic script, and the bank guarantee issued by a guarantor bank outside the Republic of North Macedonia is issued in English.

- When activating the guarantees, in addition to the Request for Payment and the Statement, copies of unpaid due invoices should be submitted to the Guarantor (Guarantor Bank).

The same will be the case when activating guarantees issued by other countries, whereby the guarantees will be received as a swift message from a commercial bank.

-Attached guarantees in the country can be issued in paper form and delivered directly to NGTSO or can be sent by encrypted swift message.

When the guarantee is issued in paper form, the guarantor bank sends a swift message to our parent bank confirming the issuance of the guarantee and its operation.

-The costs of issuing the guarantees are borne by the party - Orderer of the guarantee.

-In case of activating the guarantees, the Commercial bank should be consulted for the preparation of the text of the Payment Request and the Statement.

-The invoices that are subject to payment should be issued in the Macedonian language for users in the country and contain a reference to the number of the Agreement specified in the text of the guarantee.

## **FORCE MAJEURE**

### **Article 13**

(1) Force majeure is considered to be all unforeseeable natural phenomena, as well as events and circumstances that are beyond the influence of the contracting parties and that they could not be foreseen and prevented by applying a reasonably acceptable effort.

(2) The contracting party that has not fulfilled its obligation may request to be released from responsibility, if the non-fulfillment was caused by force majeure, and in particular due to:

1) natural disasters of greater scale and intensity, such as earthquakes, floods, landslides, droughts, volcanic eruptions, hurricane winds, snow drifts, torrential rains, lightning strikes, epidemics and similar natural events,

2) damage, destruction or blocking of other energy, telecommunication or traffic infrastructure that are not owned by the supplier,

3) war or martial law, state of emergency declared in accordance with law, comprehensive military mobilization, invasion, armed conflict, blockade or serious threat of such situations,

4) civil war, rebellion, insurrection, revolution, military or coup d'état, terrorist acts, sabotage, civil disturbances, mass violence,

5) actions of state authorities taken in accordance with the law or due to extreme necessity,

6) work stoppages, strikes, boycotts or occupation of plants by employees,

7) outage of production, transmission or distribution capacity, and

8) declaration of an energy crisis in accordance with the Law on Energy.

(3) When the non-fulfillment of the contractual obligations is caused by a third party who was engaged by the contracting party to perform certain obligations from the contract in its name and at its expense, it is considered that the contracting party is not responsible only if the conditions from paragraphs (1) and (2) are fulfilled or if the liability requirements also apply to the third party.

(4) The contracting party that proved that it was unable to fulfill its contractual obligations due to the occurrence of one or more of the reasons specified in paragraph (2) of this article:

1) is obliged to take all reasonable measures to limit or reduce the consequences of the events or situations whose existence it invoked in order to be released from responsibility due to non-fulfillment of contractual obligations and to notify the other contracting party without a delay of the termination of the events or conditions that caused its inability to fulfill contractual obligations,

2) will be released from responsibility for non-fulfillment of its obligations for the entire duration of the events or situations if it has notified the other contracting party without a delay, and if it has delivered the notification late, it will be considered that it is not responsible for the non-fulfillment of obligations from the moment when the other contracting party has received the notification,

(5) If the contracting party from paragraph (4) of this article is BRP, it is obliged to notify the members of its balance group.

## **CANCELLATION**

### **Article 14**

(1) Unless otherwise stipulated by this Agreement, if one contracting party fails to exercise any right, claim, authority or opportunity established in this Agreement or to request the other party to fulfill them and comply with its obligations under this Agreement, it shall not constitute a waiver by that party of that right, claim, authority or opportunity, or a waiver of the terms and conditions of this Agreement with respect to any other present or future breach of this Agreement by the other party.

(2) With the exception of paragraph (1), the cancellation is valid if it is given in writing and signed by the authorized person of the contracting party, and it clearly, precisely and completely states the rights, claims, powers and opportunities from which the party relinquishes, as well as the moment from which the cancellation begins to produce a legal effect.

## **DISPUTE RESOLUTION**

### **Article 15**

(1) The contracting parties agree that they shall endeavor to amicably resolve all disputes that may arise from the implementation of this Agreement.

(2) If the dispute initiated at the request of BRP cannot be resolved amicably, BRP has the right to submit an objection to the Energy and Water Services Regulatory Commission of the Republic of North Macedonia.

(3) In case an agreement is not reached within 30 days, each of the parties shall inform the other contracting party about the subject of the dispute, and it will be submitted to the competent court.

### **Article 16**

The contracting parties agree that neither party shall have the right to exercise any claim against the other party if that claim has previously been collected by applying another provision of this Agreement.

## **CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA**

### **Article 17**

(1) The contracting parties agree that each contracting party that possesses a document (report, calculation, program, etc.) which, in order to fulfill its obligations under this Agreement, is obliged to

make it available to the other contracting party, and that document contains technical, economic or business data and information, the disclosure of which could worsen its position in relation to its suppliers or buyers, or in the natural gas market in general, it may mark that document as confidential and ask the other contracting party not to disclose the information and data contained in that document to third parties.

(2) The contracting parties agree that a publicly available document cannot be marked as confidential.

(3) The contracting party to whom the document from paragraph (1) has been made available may disclose the information and data contained in that document to third parties only if:

1) received an unequivocal written consent for this from the other contracting party, or if

2) it is necessary in the procedure for closing the financial construction and concluding the Direct Agreement, or if

3) it is requested by a competent state authority for the purpose of implementing the legally established competences of that authority or in court proceedings.

(4) If during the fulfillment of the obligations and the realization of the rights from this Agreement there is a need for the processing of personal data, the contracting party that processes the personal data is obliged to perform the processing in accordance with the regulations for the protection of personal data.

(5) If the processing of personal data requires the consent of the person whose data is being processed, then the contracting party is obliged to obtain written consent in order to be able to deliver the personal data to the other contracting party.

(6) Violation of the obligations from this article is considered as a breach of this Agreement.

## **METHOD OF COMMUNICATION AND CORRESPONDENCE**

### **Article 18**

(1) Within three working days from the date of conclusion of this Agreement, each contracting party shall appoint a responsible person for the mutual exchange of information and data necessary for the performance of contractual obligations and shall immediately notify the other contracting party of the name and surname of that person, his job position or capacity in the company of the contracting party and contact data (address, telephone number and e-mail address).

2) If for the duration of this Agreement the contracting party changes the person from paragraph (1) or changes the contact address of the person from paragraph (1), within one working day, he shall notify the other contracting party for the change that occurred and shall provide the data for the newly appointed person.

(3) All notifications, exchange of information and data or other communications between the contracting parties shall be made between the persons appointed in accordance with paragraphs (1) and (2) and shall be in writing.

(4) If, due to urgency, a notification is made orally, the party that delivered the notification is obliged to deliver the same notification, with identical content, to the other contracting party in writing within 24 hours after the delivered oral notification form.

(5) The notification is considered duly delivered if it is submitted:

- in the registry office of the other contracting party, or

- by registered or courier mail with clear identification of the date of receipt of the notification, or



- in electronic form at the e-mail address of the person from paragraph (1).

## **TERM AND TERMINATION OF AGREEMENT**

### **Article 19**

(1) This Agreement shall be terminated under the following conditions:

- 1) Termination of this Agreement by the party that did not cause non-fulfillment of obligations, with a written notice within 30 days of non-fulfillment of obligations to the party that did not fulfill them.
- 2) Termination of this contract by any of the parties with 30 days' written notice delivered to the other party in case of liquidation of the other party.
- 3) termination by mutual consent between the parties.
- (2) NGTSO has the right to terminate this contract unilaterally, with a written notification to BRP in the event that the payment after the determined imbalances is not made within the deadline and/or the stipulated amount in the guarantee is not provided.

## **AMENDMENTS TO THE AGREEMENT**

### **Article 20**

(1) Each contracting party has the right to request from the other contracting party that this Agreement be amended and supplemented, if those amendments and annexes are in accordance with the Balancing Rules and applicable laws and other regulations, as well as with the provisions of this Agreement.

(2) Amendments and annexes from paragraph (1) of this article are made in the form of an Annex to this Agreement, which is signed by both contracting parties.

(3) Each contracting party that has assessed that a condition has arisen or ceased which, according to this Agreement, constitutes a basis for its amendment or annex, submits in writing to the other contracting party a draft Annex to this Agreement with a detailed rationale.

(4) The other contracting party is obliged, within seven working days from the day of receipt of the draft Annex from paragraph (3), to state its opinion in writing regarding the allegations contained in the draft Annex and the rationale and may:

- 1) accept the draft Annex,
- 2) request additional reasonable information and/or documentation, or
- 3) reject the draft Annex by stating reasons for the rejection.

(5) In the case referred to in paragraph (4) item 3), the contracting party that submitted the draft Annex has the right to request the initiation of a consultation procedure in order to determine a mutually acceptable solution, and if a mutually acceptable solution is not determined after the consultation procedure resolution, has the right to initiate a dispute resolution procedure in accordance with this Agreement.

(6) If the contracting parties agree that there is a need for this Agreement to be amended and supplemented, within 15 days from the day of delivery of the notice of acceptance of the draft Annex or from the day of completion of the consultation procedure at which a mutually acceptable solution is reached, they will conclude the Annex to this Agreement.

(7) The contracting parties agree that if during the duration of this Agreement changes occur in the Balancing Rules as well as in the laws and other regulations that apply to this Agreement and which cause a mandatory amendment that cannot be achieved by concluding an Annex to this Agreement, will sign a new agreement that will be in accordance with the changed laws and other regulations.

## **INDEMNIFICATION**

### **Article 21**

(1) If BRP has caused damage to NGTSO, it is obliged to compensate NGTSO for the damage that NGTSO suffered due to actions or omissions by BRP, unless the damage occurred due to:

- 1) Deliberate inappropriate behavior or negligence on the part of NGTSO;
- 2) Violation of this Agreement or obligation prescribed by law or other regulation by NGTSO;
- 3) Claim from a third party to NGTSO that occurred before the conclusion of this Agreement;
- 4) Action by BRP taken on the instruction of NGTSO, and BRP informed NGTSO that taking that action would cause damage.

(2) NGTSO will collect the damage by activating the financial guarantee, and if the amount of the guarantee is not sufficient, from other assets of BRP.

(3) The obligation to pay the damage from paragraph (2) begins on the following day from the day when the deadline for fulfilling the obligation specified in this Agreement has expired, or when the given additional deadline for fulfilling the obligation has expired.

(4) The payment of the damage will not release BRP from the obligation to fulfill the unfulfilled contractual obligations.

## **ENTIRE AGREEMENT**

### **Article 22**

This Agreement, the Attachments to this Agreement and the annexes to this Agreement constitute the entire Agreement.

## **FINAL PROVISION**

### **Article 23**

(1) This Agreement enters into force on the day of signing by the authorized representatives of the contracting parties, and begins to produce legal effect for the contracting parties after the submission of a proper financial guarantee by BRP.

(2) If the contracting parties do not agree otherwise through the exchange of written notices, this agreement shall begin to be implemented at the beginning of the gas month M+1, from ----- -hour, on the day----- , month----- year-----.

(3) This Agreement is signed by the representatives of the contracting parties in four equal copies, two copies for each contracting party.

## **APPENDICES**

Annex 1: Bank accounts of the contracting parties

Appendix 2: Balance account form

Annex 3: Bank guarantee form

Annex 4: Annual plan for natural gas transmission

**APPENDIX 1** Bank accounts of the contracting parties

**APPENDIX 2**

Balance account

of \_\_\_\_\_ / \_\_\_\_\_ (EIC code)

period \_\_\_\_\_ / \_\_\_\_\_

Natural gas for balancing					
Day	Entry	Exit	Imbalance	Price of natural gas for balancing	Charge for daily imbalance value
	MWh	MWh	MWh	€ <sub>r</sub> (denars/MWh)	DIC <sub>D</sub> (MKD)
Natural gas for balancing - positive imbalance					
Natural gas for balancing – negative imbalance					

**APPENDIX 3 - BANK GUARANTEE**

To:

Joint Stock Company NOMAGAS Skopje

**Blvd. St. Kliment Ohridski no. 54  
Skopje  
Republic of North Macedonia**

*(Place of issue), ---.20--*

**Type of guarantee: Guarantee for securing payment obligations**

**Guarantee number:**

**Guarantor:** *(Name of guarantor)*  
*(Address of Guarantor, Swift address if applicable)*

**Orderer:** *(Name of Trader/Network User), having its registered office at (address, city), registration number--- -, unique tax number ----- and transaction account at (Trader's Bank/Network User) number -  
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**Beneficiary of the guarantee:** Joint Stock Company NOMAGAS Skopje, blvd. Sveti Kliment Ohridski no. 54 Skopje, Republic of North Macedonia (hereinafter: Operator/User of the guarantee)

**Basic arrangement:** Obligations of the Orderer arising from the Balance Agreement of the natural gas transmission system (hereinafter: Balance Agreement), concluded between the Operator and the Trader/Network User, filed by the Operator under no. ---- dated --- - and at the Trader/User of the network under the number ---- dated -----, for the payment of charges for the purchase and sale of natural gas for balancing.

**Currency and amount of the guarantee:**

**MKD/EUR----- (in words: -----denars/euro)**

**Each document to be submitted with the Request for Payment other than the statement expressly stated in the text below:** Copy/copies of unpaid overdue invoice/invoices.

**Language of the required documents:** The documents issued by the Operator or the Trader/Network User must be issued in the language of the guarantee.

**Method of presentation:** In paper form, by courier or any other type of mail.

The request for payment and the documents should be delivered to the Guarantor at the place of presentation indicated below through the Bank of the Beneficiary of the Guarantee, which will certify on its covering letter that the signature(s) on the Request for Payment resemble the specimen signatures of the person(s) authorized to represent the User of the guarantee. In case the guarantee is issued by swift message, the bank of the Beneficiary of the guarantee will confirm the same with a separate swift message sent to the Guarantor at his swift address.

**Place for the presentation of the documents for collection of the guarantee:** In the office of the Guarantor, located at str. No. City State (address)

**Term of validity of the guarantee:** \_\_.\_\_.20\_\_ years and includes the period of 45 days after the day of expiry of the validity of the Agreement.

**Party responsible for payment of fees:** all bank fees of the Guarantor and the Bank of the Guarantee User shall be borne by the Orderer (Trader/Network User).

We, as the Guarantor, irrevocably and unconditionally undertake to pay the User of the guarantee any amount up to the amount of the guarantee, upon receipt of the first agreed written call from the User of the guarantee, in the manner of presentation specified above in the guarantee, within three working days from the receipt of the Request for Payment, accompanied by other documents listed above (copy/copies or photocopies of unpaid overdue invoice/invoices issued by the User of the Guarantee), and in any case with a Statement of the User of the Guarantee, either in the Request for Payment itself or in a separate signed document accompanying or identifying the Request, stating that the Orderer has not performed its payment obligations within the payment term in accordance with the provisions of the Balance Agreement.

Any Claim for payment under this warranty must be received by us on or before the expiration of the warranty period at the place of presentation indicated above.

This guarantee can be prematurely closed exclusively by presentation to the Guarantor of the original copy of the guarantee and all its annexes, if any, and with a duly signed and printed statement from the User of the guarantee stating that the Guarantor is released from its obligations. (applicable for a guarantee issued in paper form)

This guarantee cannot be transferred to another user, nor can the existing user of the guarantee request the Guarantor to pay the amount to another entity upon presentation of the collection documents

The guarantee may be charged in part or in full, up to the amount specified in the guarantee.

All disputes related to this guarantee will be settled before the Basic Civil Court, Skopje in the Republic of North Macedonia applying the laws of the Republic of North Macedonia.

The guarantee is subject to the Uniform Rules for Warranties on Call of the International Chamber of Commerce of Paris, Publication no. 758 /Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Paris Publication No.758/, where:

- + Paragraph b, from Article 25 of Publication no. 758 for the extinguishment of obligations under the guarantee is supplemented by the possibility specified in the text of the guarantee.
- + Article 32 of Publication no. 758 which refers to the liability for the payment of compensations after the guarantee is exempted.
- + Article 33 of Publication no. 758 which refers to the transfer of the guarantee and assignment of assets is exempted.

*This guarantee is issued in 3 (three) copies, of which the original is for the Beneficiary of the guarantee, and one copy each for the orderer and the Bank. (applicable for a guarantee issued in paper form)*

*Signature/s of an authorized person/s*

**APPENDIX 4 – ANNUAL NATURAL GAS TRANSMISSION PLAN**

EIC	Total for the entire period	January	February	March	April	May	June	July	August	September	October	November	December
		kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh
Total quantities for transmission													

Signatories of the contracting parties

Consumer

Authorized person

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System operator  
 NOMAGAS JSC Skopje  
 Executive director

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