

BUSINESS RULES

that are applied at **IP Uzhgorod-Velke Kapusany** and **IP Budince** between **Ukraine** and **Slovakia** in accordance with Interconnection Agreements concluded with the operator of the adjacent GTS

1. Matching procedure

a) The Parties agree that Matching shall be performed in order to check consistency between the daily quantities nominated by Shippers of EUSTREAM (EUS) and nominated by Shippers of GTSOU, based on the pre-defined Counterparty relationship.

b) For the Matching purposes online communication channel shall be used for exchange of particular data. AS4 shall be used as a data communication protocol and Edig@s as a data format.

c) In case of failure of the agreed way of communication, the Party can provide such data to the other Party by other means, e.g. e-mail, fax or recorded phone call. All quantities shall be expressed as a daily values in kWh with breakdown by hours.

d) The main units for submitting nominations in matching procedures are energy units expressed in kWh. To convert volumetric units into energy units, in the nomination procedure the predicted value of the Gross Calorific Value (GCV) will be used, which is equal to the actual value of GCV for the gas day D-2.

e) In case EUS or GTSOU does not receive any Nomination from their Shippers till 14:00 (hereafter CET) for Gas day D+1 zero (0) shall be used as the default Nomination value at the IP.

f) Daily, not later than 14:45 of the Gas day D-1, GTSOU shall communicate the daily binding Nominations of the quantity to be transmitted between the Transmission network of EUS and the Transmission network of GTSOU through the IP for the following Gas day in both directions of the gas flow. For the IP Uzhgorod-Velke Kapusany the Nominations in direction from the Transmission network of GTSOU to the Transmission network of EUS should be higher or equal to the Nominations of Shippers in direction from the Transmission network of EUS to the Transmission network of GTSOU. Otherwise, Shippers' nominations shall be adjusted in accordance with their contractual term and conditions. If no information is provided by GTSOU till 14:45 of the Gas day D-1, the nominated quantities shall be deemed zero.

g) EUS shall perform Matching of all Shippers at IP in order to check whether the quantities which were nominated by Shippers of EUS correspond with the quantities nominated by Shippers of GTSOU.

h) If there is no difference between the Nominations given by the Shipper of EUS and the Shipper of GTSOU according to the Counterparty relationship and corrections made Matching shall be deemed satisfactory and EUS shall communicate to GTSOU the positive outcome of Matching for the Gas day D. This information shall be sent not later than 15:30 of the Gas day D-1 containing complete information about the Nominations at the IP, with details for each Shipper codes pair of the Shippers.

i) If there is a difference between Nominations of the Shippers of EUS and the Nominations of the Shippers of GTSOU, then EUS and GTSOU shall contact their Shippers in order to remove the difference by sending new Nominations. In case the difference is not removed, EUS shall automatically apply a lesser rule as the default rule, i.e. the lower of the non-matched Nominations at the IP under the Counterparty relationship for Gas day D shall be confirmed and considered as result of the Matching procedure. EUS shall communicate to GTSOU the daily Confirmed

nominations of quantity at the IP for each Shipper codes pair of the Shippers not later than 15:30 of the Gas day D-1.

j) For the IP Uzhgorod-Velke Kapusany, as a result of the Matching sent by EUS to GTSOU, the Nominations in the direction from GTSOU Gas Transmission System to EUS Gas Transmission System must be higher or equal to the Shipper Nominations in the direction from EUS Gas Transmission System to GTSOU Gas Transmission System.

k) After Matching has been completed, Parties have a right to change the Nomination of quantity based on renomination(s) sent by Shippers. The renomination(s) of one or more Shippers have to be performed at the latest two hours before the revised quantities are to become effective, always from the start of a full hour. Furthermore, the renomination(s) may not concern Gas quantities already transmitted through the IP according to the previous Confirmed nomination(s)/renomination(s) and shall be limited by technical conditions of the Transmission network of EUS and the Transmission network of GTSOU.

l) In case of renomination(s) by Shippers, EUS and GTSOU shall as soon as possible perform Matching procedure, as applicable.

2. Allocation procedure

m) In respect of the allocation of Gas quantities, the Parties shall establish allocation procedure ensuring consistency between the allocated quantities at both sides of the IP. The allocated quantities should be equal to the Confirmed quantities. The basic units for allocation procedure are energy units expressed in kWh. To convert volumetric units into energy units for allocation purposes, the actual value of GCV for the gas day of transmission D shall be used.

n) The parties shall endeavor to achieve equality between the confirmed quantities and in fact measured quantities at the IP. For each IP, a separate operating balancing account (OBA) is created. OBA is expressed in kWh.

3. Communication procedure in case of emergency

o) In the event when a failure, emergency situation or other contingency occurs in the territory of either Party and may affect the flow of Natural gas through the IP the relevant Party is obliged to notify immediately the other Party by phone of such situation and to provide following information:

- cause of the emergency or other contingency situation
- impact of such occurrence on the quantity of Natural gas to be transported through the IP
- expected pressure level
- the possible impact on the Confirmed quantities of Shippers
- expected duration of the failure, emergency or contingency situation, including the estimated time of its removal.

p) The information shall be subsequently confirmed in writing in accordance with a pre-agreed form. Each Party communicates relevant information to its Shipper(s) in case Confirmed quantities are or could be affected by the exceptional event.

q) The Parties shall immediately inform each other by phone of:

- any change in the agreed or carried out maintenance works
- completion dates or times for maintenance works and contingency situations in the transmission system of either Party, which resulted in the restriction of transmission capacity through the IP any connections along cross-border pipeline sections that may affect the transmission of Natural gas through the IP
- any change in the quality parameters of the Natural gas flowing towards the IP.

Such information shall be confirmed by email in accordance with a pre-agreed form.

r) The dispatch services shall inform each other on the progress of the ongoing maintenance works and steps taken in order to remove a failure, emergency or contingency situation at least every four hours, or more frequently in exceptional situations on request of the other Party.