



## **Notice**

to the

**Market Test Guidelines for the allocation of capacity  
at the Greek Side of the Interconnection Point “Evzoni – Gevgelija”**

..... 202...

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## 1. INTRODUCTION

DESFA S.A. (“DESFA”) is a company incorporated under Greek Law with the scope to own, maintain, develop and operate the National Natural Gas System. Among its activities DESFA intends to develop the natural gas pipeline (the “Section of the Project in Greece”) that will interconnect the gas transmission systems of DESFA with the one of NER at the future Interconnection Point at the border between Greece and North Macedonia.

The Authority, with its Decision no 775/2020, approved the inclusion of the Section of the Project in Greece in DESFA’s Ten Year Development Plan 2020-2029 subject to the performance of a successful Market Test proving that there is adequate interest from the market for this project.

According to the Market Test Guidelines (the “Guidelines”) approved by the Regulatory Authority for Energy (the “Authority”) and published in DESFA’s website<sup>1</sup>, DESFA intends to perform a market test (“the Market Test”) in a single phase in which Interested Entities shall be asked to submit binding requests for booking transmission capacity at the Section of the Project in Greece (Greek Side of the Interconnection Point), in accordance with the present Notice and the Guidelines.

Successful Market Test Participants shall be invited to sign an Advance Reservation Capacity Agreement (“ARCA”), a pro-forma version of which is attached herein (Attachment IV), in accordance with the provisions of the Guidelines.

The purpose of this Market Test Notice is to provide general information on the Section of the Project in Greece and the Products on Offer, to the Interested Entities, and to detail the procedure for participation in the Market Test in accordance with the conditions set out in the Guidelines. Failure to comply with this procedure and these conditions will result in the Market Test Participants being excluded from participating in the Market Test.

Following the signing of the NDA attached herein (Attachment I) DESFA will respect the confidentiality of any information received by the Market Test Participants according to its terms. Notwithstanding the above, DESFA shall disclose to the Authority any information and/or data requested by the Authority in order to complete the Market Test as well as the Market Test results in compliance with the provisions of article 66 of L. 4001/2011.

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<https://www.desfa.gr/en/regulated-services/transmission/market-test>

## **2. DEFINITIONS**

All capitalized terms in this Notice have the meaning provided for in the Guidelines.

## **3. PROJECT TECHNICAL DESCRIPTION, INDICATIVE COSTS AND TIMEFRAME**

The Section of the Project in Greece consists of an approximately 55 km long, 30” pipeline, stretching from Nea Mesimvria, in the Thessaloniki area, to Evzoni, at the border between the two countries, and of a Border Metering Station.

Indicative investment cost for the Section of the Project in Greece is € 66.8 mil.

The Section of the Project in North Macedonia, consists of a 68 km long, 28” pipeline, to be built by NER Skopje JSC in the territory of North Macedonia from the area near Gevgelija village, to Negotino where it will connect to the existing gas transmission system of NER.

The Authority has approved the inclusion of the Greek part of the Project in the Ten Year Development Plan of DESFA (2021-2030) subject to the carrying out of a binding capacity allocation procedure (Market Test).

Subject to the approval of the Market Test results by the Authority, construction of the Section of the Project in Greece is indicatively expected to begin in Q3 2022 and indicatively expected to be completed in Q3 2024. The Indicative Commercial Operation Date is the [DD] [MM] [YY]. The Planned Commercial Operation Date will be included in the Advanced Capacity Reservation Agreements that will be signed between DESFA and the Allocated Participants.

The indicative routing of the Project is illustrated with the red-dotted line in the map of Greece and North Macedonia. The red-dotted part of the Project in the yellow circle indicates the Section of the Project in Greece.



*Location of the Greek part of the Project*

#### 4. PRODUCTS ON OFFER

Interested Entities are invited to express their interest for the reservation of transmission capacity for the following Products on Offer pursuant to article 5 of the Guidelines and duly fill-in the Binding Product Form as provided in Attachment III herein:

- i Twenty (20) yearly Firm Capacity Products, at the Greek Side of the IP in the direction from Greece to North Macedonia (GNM Capacity) expressed in kWh/Gas Day and starting from the Gas Year 2024-2025 up to the Gas year 2043-2044. If the Commercial Operation Date is different than the start of a Gas Year, the first Firm Capacity Product will be of a duration shorter than a year, starting from the Commercial Operation Date up to the end of September 2025. This period's capacity shall be charged at the same rate as the yearly capacity i.e. without an increase due to its shorter duration.
- ii The Maximum GNM Capacity on Offer for each Product shall be equal to 34.000.000 kWh/Gas Day.
- iii Market Test Participants shall declare, in the Binding Product Form, whether they accept, or not, the allocation of a capacity lower than their Binding Capacity, in case there will not be sufficient capacity available to be allocated to all Market Test Participants in accordance with their requests, following the Allocation Procedure of article 7 of the Guidelines. If yes, Market Test Participants shall declare the minimum acceptable Binding Capacity.

## 5. BINDING OFFER DEADLINE

The Binding Offer Deadline is set to be 14.00', local time (CET +1) on [Day] [Month] 2022. DESFA shall be entitled to postpone the Binding Offer Deadline by giving a notice, uploaded to DESFA's website.

## 6. REQUESTS FOR CLARIFICATION

No later than ten (10) Days before the expiration of the Binding Offer Deadline, as this may have been postponed, in accordance with article 5 herein, requests for clarification exclusively regarding the provisions of this Notice or the Guidelines, can be addressed to the following email address:

[market-test@desfa.gr](mailto:market-test@desfa.gr)

## 7. SUBMISSION OF DOCUMENTS

a) Market Test Participants shall submit their Binding Offers not later than the Binding Offer Deadline, specified in article 5 herein. After the Binding Offer Deadline, no additional document shall be accepted for any reason regardless of the reason for the late submission, unless DESFA has specifically requested that additional submission, with a Remedy Notification, according to article 3.13.ii of the Guidelines.

b) For the timely submission of the Binding Offer, shall be taken into account the date and time of its submission in the DESFA Protocol and not the date of sending the Binding Offer. In case of submission by courier or registered mail, DESFA shall not be responsible for the timely submission of the Binding Offer or any other document whatsoever.

c) Binding Offers shall be submitted in a sealed package, on which shall be mentioned:

- "Binding Offer on the MARKET TEST ON ALLOCATION OF CAPACITY AT THE GREEK SIDE OF IP EVZONI – GEVGELIJA";
- Market Test Participant's company name, business residence, telephone number and e-mail address.

The sealed package shall contain two (2) separate envelopes (A, B), both bearing the same indications as the main envelope and in addition: "ENVELOPE A" or "ENVELOPE B":

- Envelope A shall contain the mandatory supporting documentation listed in article 6.2 of the Guidelines, the NDA and the Market Test Guarantee in the form of Attachments I and II, respectively, according to the Guidelines.

- Envelope B shall contain the Binding Product Form, in the form of Attachment III.

All documents to be submitted to DESFA under this Market Test should be submitted to DESFA's Protocol service (Secretariat Unit) to the following address:

DESFA S.A.

357-359 Messogion Ave.

GR - 152 31 HALANDRI, GREECE

General Document Centre, T: +30 213 088 4278, +30 213 088 4286

"To the attention of Commercial Services Division"

#### **8. EVALUATION of BINDING OFFERS and CONCLUSION OF the MARKET TEST**

DESFA shall proceed to the evaluation of the Binding Offers, and following a positive economic test, shall invite the Market Test Participants to which capacity shall have been allocated, to sign ARCAs in the form of Attachment IV herein, providing also the relevant ARCA Guarantee, in accordance with the procedure described in the Guidelines.

The Market Test shall be concluded with the issue of the Market Test Decision by the Authority, as per article 3.20 of the Guidelines. In case of a negative Market Test Decision, ARCAs shall be *ipso jure* terminated.

#### **9. ATTACHMENTS**

Attachment I: Confidentiality and Non-Disclosure Agreement (NDA)

Attachment II: Market Test Guarantee in the form of a Bank letter of guarantee

Attachment III: Binding Product Form

Attachment IV: Pro-forma ARCA

# ATTACHMENT I:

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is entered into force on [...] (“**Effective Date**”), between

The Hellenic Gas Transmission System Operator S.A., hereinafter referred to as “**DESFA**”, with headquarters and registered address: Greece, 357-359 Messogion Ave, Halandri, GR-152 31, under the business register number (GEMI) 7483601000, duly represented by....., ..... and

The ....., hereinafter referred to as “.....” with headquarters and registered address: ....., under registration number ....., duly represented by .....

each called the “Party” and collectively the “Parties”.

### WHEREAS

(A) DESFA is the operator of the National Natural Gas System (the “**NNGS**”) on the territory of the Hellenic Republic;

(B) DESFA shall perform a binding “**Market Test**” and issued an invitation to Market Test Participants to submit binding requests for booking transmission Capacity at the Section of the Project in Greece, in the direction from Greece to North Macedonia, according to the Market Test Guidelines (“**Guidelines**”) and the necessary information provided by DESFA in the Market Test Notice (“**Notice**”), approved by RAE by its decision no .....

(C) [.....] intends to participate to the Market Test as a Market Test Participant according to the Market Test Guidelines and the Market Test Notice;

(D) In connection with the Market Test according to the Market Test Guidelines and the Market Test Notice it may be necessary for each Party, to disclose to the other Party information a Party considers to be confidential, which may be communicated orally, in document form, by demonstration or otherwise;

(E) the Parties agree to undertake obligations regarding non-disclosure and utilization of Confidential information (“**Agreement**”).

THEREFORE, the Parties agree as follows:

### 1. DEFINITIONS

1.1. For the purpose of this Agreement:



(a) **“Confidential Information”** means the information and materials disclosed, during the participation in the Market Test according to the Guidelines and the Notice and subsequently, directly or indirectly, either orally, visually or in writing, by the Disclosing Party to the Recipient for the purposes or the opportunity of the Market Test, provided that such information has been either:

(i) with regard to written information and other tangible information, clearly marked as “Confidential” or “Business Secret” prior to or at the time of disclosure;

(ii) with regard to information disclosed orally or visually, clearly identified as confidential prior to, at the time of or immediately after the disclosure.

Without limiting the generality of the foregoing, Confidential Information includes information and materials related to the Market Test; and financial and business information and any information relating to the business, business plans, strategies and commercial information of a Party.

(b) **“Disclosing Party”** means the Party disclosing Confidential Information,

(c) **“Recipient”** means the Party receiving Confidential Information.

1.2. All other capitalised terms in this Agreement have the meaning provided for in the Guidelines and the Notice, approved by the Regulatory Authority of Energy by its decision ..... Unless the context requires otherwise, a reference in this Agreement: (a) to the singular shall include the plural and vice-versa; (b) to the masculine gender shall include the feminine and vice-versa; (c) to bodies corporate shall include natural persons and unincorporated associations and vice-versa; (d) to “Clauses” are to clauses in this Agreement; and (e) to “include”, “including” and “in particular” are to be construed without limitation.

## **2. DISCLOSURE**

2.1. The Recipient undertakes to hold Disclosing Party’s Confidential Information in strict confidence and shall not at any time disclose or make available any such Confidential Information to any third party, except as specifically authorized in advance by Disclosing Party in writing.

2.2. The Recipient undertakes not to use any of Disclosing Party’s Confidential Information for any purpose other than the Market Test according to the Guidelines and the Notice. Recipient agrees that this provision includes a prohibition against the direct or indirect use of any of Disclosing Party’s Confidential Information to develop, enhance or add features to any product, service, technology or software or use such to disclose to, advice, assist or consult with any gas supplier, gas shipper, gas network user or competitor of the Disclosing Party.

2.3. The Recipient undertakes to use all reasonable precautions to prevent the unauthorized disclosure or use of Disclosing Party’s Confidential Information and shall ensure proper and secure storage of all such Confidential Information and any copies

thereof to at least the same standard as the Recipient keeps its own Confidential Information.

2.4. The Recipient may disclose Disclosing Party's Confidential Information:

(a) to the Recipient's regulatory authority (i.e. RAE) or the European Commission, in accordance with the provisions of the Recipient's national legislation and the provisions of European Union law;

(b) to the Recipient's auditors, professional advisers and financial institutions and any other person having a legal right or duty to have access to or knowledge of such Confidential Information in connection with the business of the Recipient;

(c) to the Recipient's directors and members of its corporate bodies and its employees and agents for the purposes of obtaining any relevant corporate authorization required under its governance rules in connection with the Market Test;

(d) if the Recipient is required to disclose by applicable law or order of a court of competent jurisdiction or other government body, department or agency.

2.5. Regarding clause 2.4. (b) and (c) the Recipient may disclose Disclosing Party's Confidential Information, only to the extent necessary to perform their respective duties and in such event shall inform each of said auditors, professional advisers, persons or bodies, directors, employees and agents of the confidential nature of the Confidential Information and the Recipient's obligations in respect thereof. If the Recipient discloses information in accordance with clause 2.4. (b) and (c) above, it shall assume full responsibility for any breach by such auditors, professional advisers, persons or bodies, directors, employees and agents of the terms of this Agreement.

2.6. Regarding to the clause 2.4. (a) and (d) the Recipient shall if reasonably possible first inform the Disclosing Party in writing before any disclosure under such order or obligation is made if lawfully permitted to do so.

### **3. EXCLUSIONS**

The obligations of confidentiality in Clause 2 above shall not apply to any information that:

(a) is at the date of its disclosure generally known or widely available to the public, or which subsequently becomes generally known or widely available to the public other than by an act or failure to act on the part of the Recipient or persons for whom the Recipient has assumed responsibility under this Agreement;

(b) was known by the Recipient prior to receiving such information or materials from the Disclosing Party;

(c) at any time after the Effective Date has been acquired by the Recipient from any third party who did not acquire such information directly or indirectly from the Disclosing Party or any of its employees;

(d) was or is independently developed by the Recipient, its employees, agents, consultants or other representatives without the use of Confidential Information.

#### **4. OWNERSHIP OF CONFIDENTIAL INFORMATION**

Nothing in this Agreement shall be construed to grant Recipient any rights, by license or otherwise, to any Confidential Information, except as strictly necessary to fulfil the Market Test.

#### **5. PERSONAL DATA**

The Parties shall process personal data exchanged during the Market Test procedure and under this Agreement during and for its performance (hereinafter referred to as "Personal Data") in accordance with the provisions of applicable legislation and today those of Regulation 2016/679/EU (hereinafter "General Regulation"). Personal data shall not be transmitted, disclosed or communicated to third parties, nor shall they be subject to any other processing for purposes other than the execution of the Agreement, except in cases of legal obligation or explicit consent of the data subject. The Company declares to have implemented relative data protection measures in compliance with the General Regulation. DESFA has implemented the data protection policy publicly available on DESFA's corporate website<sup>2</sup>.

#### **6. TERM**

6.1. This Agreement shall come into force on the Effective Date and shall expire without notice three (3) years after the Effective Date, unless mutually terminated earlier by the Parties. This agreement also applies to any and all successors of the Parties.

6.2. The obligations set forth in this Agreement shall survive termination or expiry for two (2) years.

#### **7. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed exclusively in accordance with Greek law. Any disputes arising out of or in connection with this Agreement (including its interpretation) shall be referred to the courts of Athens, Greece.

#### **8. LIABILITY**

8.1. Neither Party shall be liable to the other Party by way of indemnity as a result of breach of contract for any loss, damage or costs resulting from or arising out of or in connection

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<sup>2</sup> <https://www.desfa.gr/regulatory-framework/compliance/prostasia-prosopikwn-dedomenwn>

with this Agreement, except where such loss, damage or costs arises out of or results from the willful misconduct or gross negligence of this Agreement by such Party.

8.2. In no event shall either Party by way of indemnity as a result of breach of contract be liable to the other Party for any indirect or consequential losses, loss of contract, loss of profit, loss of opportunity, or loss of goodwill arising out of or in connection with this Agreement and each Party hereby releases the other Party from any liability for loss or damage as above.

## 9. MISCELLANEOUS

9.1. If any clause contained in this Agreement is, for any reason, held to be invalid or unenforceable, in any respect, such unenforceability will not affect the validity of the remaining Agreement.

9.2. Any modifications to this Agreement are only valid if in writing and duly signed by both Parties.

9.3. Any notice or other communication to be given under or in connection with this Agreement shall be in the Greek or the English language in writing and executed by or on behalf of the Party giving it and marked for the attention of the other Party. A notice may be delivered by registered mail or courier to the address provided hereof:

Name: Hellenic Gas Transmission System Operator S.A.  
Address: Messogion 357-359  
For the attention of:  
with a copy to:

or by email in: market-test@desfa.gr

Name: *[Market Test Participant]*  
Address:  
For the attention of:  
with a copy to:

or by email in:

9.4. This Agreement has been entered into in two (2) counterparts each an original and of equal value upon the date stated at the beginning of this Agreement.

Signed for and on behalf of

**For the Hellenic Gas Transmission System  
Operator (DESFA):**

**For the [.....]**

Signature .....

Signature .....

Name.....

Name.....

Title .....

Title .....

**ATTACHMENT II:**

**MARKET TEST GUARANTEE IN THE FORM OF A BANK  
LETTER OF GUARANTEE**

TO: HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.  
357-359 MESSOGION AVE.  
152 31 HALANDRI  
GREECE

LETTER OF GUARANTEE No. : [...]

DATE : [...]

Dear Sirs,

We beg to inform you that, waiving expressly and unreservedly all benefits and rights deriving from articles 853, 855 et seq. and 866 of the Greek Civil Code, we hereby expressly, irrevocably and unreservedly guarantee as direct debtor in favor of your Market Test Participant (a) [...]

Having its seat in (b) [...]

Up to the sum of (c) [...]

For the participation of said Market Test Participant in the Market Test performed by DESFA in accordance with the Market Test Guidelines and the Notice approved by Decision no [...] of the Hellenic Regulatory Authority for Energy and published in DESFA's website for the allocation of gas transmission capacity (Binding Capacity) at the Greek Side of the Interconnection Point "Evzoni /Gevgelija" (Section of the Project in Greece). The terms used in this Letter of Guarantee shall, save where the context otherwise requires, have the meanings given in the aforementioned Market Test Guidelines and Notice.

The above Guarantee refers to all the obligations deriving from the participation in the aforementioned Market Test up to the signing of the relative Advanced Reservation Capacity Agreement by Market Test Participant in accordance with the provisions of the above Market Test Guidelines and the Notice, but in no event whatsoever does it refer to

the obligations deriving from the performance of such an Advanced Reservation Capacity Agreement.

In the event, as a consequence of the above Guarantee, you will decide that the said Market Test Participant is in default with regard to any obligation assumed by him in connection with his participation in the above Market Test, we are hereby assuming the obligation to pay forthwith to you, on first demand, without any objection whatsoever, the guaranteed sum according to your instruction and within five (5) Business Days upon your simple demand, without any authorization, action or consent of the Market Test Participant hereinabove mentioned being required for such payment, nor any opposition, exception, objection by above Market test Participant. DESFA shall not be incurred with taxes, levies or any charge related to a call on this Letter of Guarantee.

We further declare that our present guarantee shall remain in full force and effect, until (d) [...]; past this deadline and provided that we have not been made aware of any claims by you over the amount of the guarantee, as mentioned above, this letter of guarantee shall automatically become null and void.

We also certify that all letters of guarantee that have been issued by us and are in force, including also present Letter of Guarantee, doesn't exceed the upper limit for our Bank regarding the provision of guarantees, stipulated by the applicable legislation.

The present letter of guarantee shall be governed by the Greek Law; the Courts of Athens are exclusively competent to resolve any conflict arising therefrom.

[name of issuing bank],

In witness whereof, this Guarantee has been executed and delivered as a deed on the above-mentioned date.

Note: On blank spaces to be inserted:

- a. THE BUSINESS TRADE NAME OF THE MARKET TEST PARTICIPANT
- b. THE ADDRESS OF MARKET TEST PARTICIPANT'S SEAT TO BE INSERTED HERE
- c. THE AMOUNT OF MARKET TEST GUARANTEE IS TO BE INSERTED HERE
- d. MARKET TEST GUARANTEE SHALL HAVE THE DURATION SPECIFIED IN ARTICLE 11 OF THE MARKET TEST GUIDELINES

## ATTACHMENT III: BINDING PRODUCT FORM

To

**DESFA**

**Commercial Services Division**

[market-test@desfa.gr](mailto:market-test@desfa.gr)

357-359 Messogion Ave.,

Athens, 15231, Greece

[www.desfa.gr](http://www.desfa.gr)

Binding Product Form for the participation to the Market Test for the allocation of gas transmission capacity (Binding Capacity) at the Greek Side of the Interconnection Point “Evzoni /Gevgelija” (Section of the Project in Greece) conducted by the Hellenic Gas Transmission Operator S.A. (DESFA).

The undersigned ..... in his/her capacity as ..... acting in the name and on behalf of ..... incorporated under the laws of ....., having its headquarters and registered office at ....., registered under the registration number .....(hereinafter the Market Test Participant or MTP), by signing this Binding Product Form:

I. Declares that:

- a. Acknowledges, fully understands and accepts all provisions contained in the Market Test Guidelines and the Notice approved by Decision no [...] of the Hellenic Regulatory Authority for Energy and published in DESFA’s website for the allocation of gas transmission capacity (Binding Capacity) at the Greek Side of the Interconnection Point “Evzoni /Gevgelija” (Section of the Project in Greece);
- b. Acknowledges, fully understands, accepts and complies with the provisions of Regulation (EU) 2017/459 (OJEU L72/17.3.2017), as well as with the Hellenic applicable legislation for gas transmission and especially Law 4001/2011, as in force and DESFA’s National Natural Gas System Network Code (Gov. Gazette B’ 4687/2021);
- c. This Binding Product Form includes the MTP’s Binding Offer and the Declarations provided herein, according to the aforementioned Market Test Guidelines and the Notice;
- d. All data, information and documents submitted in the context of the Market Test are true and genuine.

II. Accepts and recognizes that:

- a. The allocation of GNM Capacity referred to in the Market Test Guidelines is subject to the positive outcome of an Economic Test;
- b. In case of a negative outcome of the Economic Test, DESFA shall return the bank guarantee submitted and no transmission capacity will be contractually allocated;



- c. In case of a positive outcome of the Economic Test the MTP shall submit to DESFA the respective bank guarantee and shall enter into an ARCA as described in the Market Test Guidelines and the Notice;
- d. By submitting this Binding Product Form to DESFA the MTP accepts that said request will constitute an irrevocable commitment to enter an ARCA with DESFA for the transmission capacity allocated to it, subject to the successful outcome of the Economic Test;
- e. Any statement of possession of requirements (requests, commitments, declarations or acceptances), as well as any request/communication or expression of will made by the MTP constitutes a formal obligation and commitment on the part of the MTP, which accepts – even in respect of third parties – any and all liability arising from any breaches/errors or omissions.

And hereby submits:

The following Binding Offer for the allocation of Binding Capacity at the Greek Side of the Interconnection Point “Evzoni /Gevgelija” (Section of the Project in Greece):

## BINDING OFFER

MARKET TEST PARTICIPANT	PERSON SUBMITTING THE OFFER
COMPANY NAME:	SURNAME (*):
REGISTERED OFFICE ADDRESS (*):	NAME (*):
VAT NUMBER (*):	PHONE/MOBILE (*):
	EMAIL ADDRESS (*):

(\* Confidential data used for internal evaluation. These data will not be published.)

Gas Year	Binding Capacity (kWh / Gas Day / Gas Year) <sup>3</sup>	Minimum Acceptable Binding Capacity (kWh / Gas Day / Gas Year)	Gas Year	Binding Capacity (kWh / Gas Day / Gas Year) <sup>3</sup>	Minimum Acceptable Binding Capacity (kWh / Gas Day / Gas Year)
2024-25			2034-35		
2025-26			2035-36		
2026-27			2036-37		
2027-28			2037-38		
2028-29			2038-39		
2029-30			2039-40		
2030-31			2040-41		
2031-32			2041-42		
2032-33			2042-43		
2033-34			2043-44		

This Binding Product Form is hereby submitted by:

[Name]

[Company's stamp]

[Position]

[Signature]

<sup>3</sup> Up to The Maximum GNM Capacity on Offer for each Product which is equal to 34.000.000 kWh/Gas Day/Gas Year.

**ATTACHMENT IV:**

**PRO-FORMA ARCA**