

EFET
European Federation of Energy Traders

Amstelveenseweg 998 / 1081 JS Amsterdam

Tel: +31 20 5207970 / Fax: +31 20 64 64 055

E-mail: secretariat@efet.org

Webpage: www.efet.org

Portuguese VTP APPENDIX

to the
General Agreement
Concerning the Delivery and Acceptance
of Natural Gas
Version 1.0(a)/May 11, 2007
(the "Portuguese VTP Appendix")

NOTICE & WAIVER: THIS PORTUGUESE VTP APPENDIX WAS PREPARED BY EFET'S MEMBERS EXERCISING ALL REASONABLE CARE. HOWEVER EFET, THEIR MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE AND ANY DAMAGES OR LOSSES RESULTING OUT OF ITS USE IN ANY PARTICULAR CASE AND IN WHATEVER JURISDICTION. IT IS THEREFORE THE RESPONSIBILITY OF EACH PARTY WISHING TO USE THIS PORTUGUESE VTP APPENDIX AND THE EFET AGREEMENT TO ENSURE ITS TERMS AND CONDITIONS ARE LEGALLY BINDING, VALID AND ENFORCEABLE AND BEST SERVE TO PROTECT THE USER'S LEGAL INTERESTS. USERS OF THIS PORTUGUESE VTP APPENDIX ARE URGED TO CONSULT RELEVANT LEGAL OPINIONS MADE AVAILABLE THROUGH EFET AS WELL AS THEIR OWN COUNSEL.

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Portuguese VTP APPENDIX

to the
General Agreement
Concerning the Delivery and Acceptance
of Natural Gas
Version 1.0(a)/May 11, 2007

Portuguese VTP APPENDIX

dated as of _____
(the “Portuguese VTP Appendix Effective Date”)

Between

[_____]

and

[_____]

Check the box and fill in date ONLY if you are using this Portuguese VTP Appendix to modify and supplement a previously executed General Agreement between the Parties:

By executing this Portuguese VTP Appendix in the signature block at the end hereof, the Parties hereby modify, supplement and amend the terms of that certain previously executed General Agreement entered into and dated as of _____, _____ to provide that the terms of this Portuguese VTP Appendix shall be incorporated therein and shall be applicable to and thereafter govern all Portuguese VTP Transactions (as hereinafter defined).

All Portuguese VTP Transactions (as hereinafter defined) entered into prior to the Portuguese VTP Appendix Effective Date, but which remain either fully or partially unperformed as of such Portuguese VTP Appendix Effective Date (each such transaction a “**Pre-Existing Portuguese VTP Trade**”), shall, as of the Portuguese VTP Appendix Effective Date

become Portuguese VTP Transactions hereunder, subject to the terms and conditions of the General Agreement, as modified by this Portuguese VTP Appendix; or

not become Portuguese VTP Transactions hereunder and instead shall remain governed by and subject to only their original terms and conditions.

The provisions of the General Agreement are hereby modified, supplemented and amended in respect of Portuguese VTP Transactions in accordance with the following:

Part I: General Terms

1. Incorporation of Defined Terms

Capitalised terms used in this Portuguese VTP Appendix and not otherwise defined in this Portuguese VTP Appendix or in the General Agreement shall have the meanings given to them in Decree-Law no. 62/2020, of 28 August, and in the regulations approved by ERSE applicable to the natural gas sector, such as ROI and MPGTG .

2. Applicability of this Portuguese VTP Appendix

This Portuguese VTP Appendix amends and supplements certain provisions of the General Agreement and, together with the General Agreement, shall apply to and govern all Individual Contracts entered into by the Parties for the delivery and acceptance of Natural Gas at the Portuguese VTP (each such Individual Contract being an "**Portuguese VTP Transaction**" and, collectively, the "**Portuguese VTP Transactions**"). Any future Individual Contracts and, if so elected, any existing but not fully performed Individual Contracts between the Parties that constitute Portuguese VTP Transactions shall be automatically subject to the General Agreement as it is modified, amended and supplemented by its Annexes, Election Sheet and this Portuguese VTP Appendix without further action by the Parties, unless the terms of such Individual Contract expressly provide that it shall not be subject to this Portuguese VTP Appendix. For all other types of Individual Contracts which are not Portuguese VTP Transactions, the General Agreement shall remain unmodified by this Portuguese VTP Appendix. In the event of any inconsistency between the General Agreement and this Portuguese VTP Appendix, this Portuguese VTP Appendix shall prevail for purposes of all Portuguese VTP Transactions. In the event of any inconsistency between the terms of a Portuguese VTP Transaction (whether evidenced in a Confirmation or otherwise) and the provisions of either this Portuguese VTP Appendix or the General Agreement, the terms of the Portuguese VTP Transaction shall prevail for the purposes of that Portuguese VTP Transaction.

3. Confirmations

3.1 § 3.2 (*Confirmations*) of the General Agreement shall be amended by adding after the reference in the last line to "Annex 2a – d" and "and Annex 2 Portuguese VTP (A)-(D)".

3.2 Annexes 2 Portuguese VTP (A) – 2 Portuguese VTP (D) which are attached to this Portuguese VTP Appendix shall be added to the General Agreement for use in Portuguese VTP Transactions.

4. Force Majeure

4.1 For the purposes of a Portuguese VTP Transaction §7 (*Non-Performance Due to Force Majeure*) of the General Agreement shall apply with the deletion of the words: “unless this constitutes a Transportation Failure” from § 7.1 (*Definition of Force Majeure*).

Furthermore, if the Network Operator exercises any of its rights under the ROI, MPGTG or the Adhesion Contract, which impairs the performance of delivery or acceptance of Natural Gas at the Portuguese VTP by restricting the availability of the Portuguese VTP to all Market Agents, which results in a Party being unable to fulfil in whole or in part any of its contractual obligations under a Portuguese VTP Transaction and such action by the Network Operator has not been caused in whole or in part by the Claiming Party, then this shall constitute a Force Majeure event with respect to that Portuguese VTP Transaction.

5. Remedies for Failure to Deliver or Accept the Contract Quantity

5.1 For the purposes of Portuguese VTP Transactions, §§ 8.1 to 8.4 (Under Delivery, Under Acceptance, Over delivery and Over Acceptance) of the General Agreement shall be deleted and replaced with the following:

“**1. Underdelivery:** If in respect of a Time Unit and a Portuguese VTP Transaction, the Contract Quantity exceeds the Delivered Quantity by reason of Seller’s Default, the Seller shall pay to the Buyer an amount (if positive) equal

to:

- (a) the difference between the Marginal Buying Price and the Contract Price,
- (b) multiplied by the Default Quantity.

2. Under Acceptance: If in respect of a Time Unit and a Portuguese VTP Transaction, the Contract Quantity exceeds the Delivered Quantity by reason of Buyer's Default, the Buyer shall pay to the Seller an amount (if positive) equal to:

- (a) the difference between the Contract Price and the Marginal Selling Price,
- (b) multiplied by the Default Quantity.

3. Overdelivery If in respect of a Time Unit and a Portuguese VTP Transaction, the Delivered Quantity exceeds the Contract Quantity by reason of Seller's Default, the Seller shall pay to the Buyer an amount (if positive) equal to:

- (a) the difference between the Contract Price and the Marginal Selling Price,
- (b) multiplied by the Default Quantity.

4. Over Acceptance: If in respect of a Time Unit and a Portuguese VTP Transaction, the Delivered Quantity exceeds the Contract Quantity by reason of Buyer's Default, the Buyer shall pay to the Seller an amount (if positive) equal to:

- (a) the difference between the Marginal Buying Price and the Contract Price,
- (b) multiplied by the Default Quantity."

5.2. For the purposes of Portuguese VTP Transactions, the Tolerance will be zero, which means that, for calculating the Default Quantity, it will be assumed that the Market Agent has a tolerance or linepack flexibility in the main network or Balancing Zone, as applicable, of zero per cent and that the Market Agent has not booked an Optional Balancing Service, if available.

6. Off-Spec Gas

For the purposes of Portuguese VTP Transactions the provisions of § 8a (*Off-Spec Gas*) shall not apply.

7. Annex 1 – Defined Terms

For the purposes of all Portuguese VTP Transactions, Annex 1 of this General Agreement shall be amended by:

7.1 the insertion of the following definitions:

7.1.1 "**Adhesion Agreement**" means the contract concluded between a Market Agent and the Network Operator acting as the Gas National System Global Technical Manager *Contrato de adesão à Gestão Técnica Global do Sistema Nacional de Gás* " or Adhesion Agreement to the Global Technical Management of the Gas National System) for access to the Delivery Point Portuguese VTP as defined in the MPGTG;

7.1.2 "**Balancing Zone**" means the *Zona de Compensação*, as defined in the ROI;

7.1.3 "**Decree-Law n.º 62/2020**" means the *Decreto-Lei n.º 62/2020, de 28 de Agosto, que estabelece a organização e o funcionamento do Sistema Nacional de Gás e o respetivo regime jurídico e procede à transposição da Diretiva 2019/692* (Decree-Law no. 62/2020, of 28 August, which establishes the organization and functioning of the Gas National System and the respective legal regime and implements Directive 2019/692), as amended from time to time;

7.1.4 "**Marginal Buying Price**" means the price defined in the MPGTG as "*preço marginal de compra*";

7.1.5 "**Marginal Selling Price**" means the price defined in the MPGTG as "*preço marginal de venda*";

7.1.6 "**Market Agent**" means an "*agente de mercado*" for the purposes of the MPGTG and the applicable Adhesion Agreement, without regard to any balancing group of users (if applicable) that user may belong to;

7.1.7 “**MPGTG**” means the *Manual de Procedimentos da Gestão Técnica Global do Sistema Nacional de Gás* (Manual of Procedures for Global Technical Management of the Gas National System), approved by ERSE, as amended from time to time;

7.1.8 “**ERSE**” means *Entidade Reguladora dos Serviços Energéticos*, the national regulatory authority for energy services;

7.1.9 “**Network Operator**” means the transmission system operator (REN GTG or its successors as operator of the gas transmission network in Portugal), who is also responsible for the activity of the NGS global technical management;

7.1.10 “**NGS**” means the National Gas System;

7.1.11 “**Optional Balancing Service**” means any optional or enhanced balancing service, linepack service, tolerance or similar offered by a Network Operator from time to time;

7.1.12 “**REN GTG**” means *REN Gasodutos, S.A.*, or any successor;

7.1.13 “**Relevant System**” means the REN GTG main network;

7.1.14 “**ROI**” means the *Regulamento de Operação das Infraestruturas do setor do gás* (Regulation of Operation of Infrastructures), approved by ERSE, as amended from time to time;

7.1.15 “**Portuguese VTP**” means the title transfer point within the natural gas transmission network being referred to as a “*Ponto Virtual de Transação*” or “*VTP*” in the MPGTG and in ERSE Directive no. 14/2020, of September 30;

7.1.16 “**Portuguese VTP Transaction(s)**” has the meaning set out in clause 2 of this Portuguese VTP Appendix;

8.2 by the amendment of the following definitions:

8.2.1 “**Tax**” means any tax, levy, impost, duty, charge, assessment, royalty, tariff, fee, **regulated toll, loss or charge** of any nature (including interest penalties and additions thereto) that is imposed by any government, **ministry, national regulatory authority** or other taxing authority in respect of any payment, nomination and allocation under any Individual Contract, on Natural Gas, or on the sale, transportation or supply of natural gas. For the avoidance of doubt Tax shall exclude (i) any tax on net income or net wealth; (ii) any tax on income derived from the exploration or exploitation of natural gas fields; (iii) a stamp, registration documentation or similar tax, and (iv) VAT.

8.2.2. “**Time Unit**” means, in respect of a Portuguese VTP Transaction, one gas day within the meaning of the ROI and the MPGTG.

To be executed by Parties that checked and completed the box in the first page hereof:

IN WITNESS whereof this Portuguese VTP Appendix has been duly executed by the duly authorized representative(s) of each Party on the respective dates set out below with effect from the Portuguese VTP Appendix Effective Date.

[Name of Party]

[Name of Signatory/ies]

[Name of Signatory/ies]

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ANNEX 2 Portuguese VTP (A)
to the
General Agreement

CONFIRMATION OF INDIVIDUAL CONTRACT FOR PORTUGUESE VTP TRANSACTIONS (FIXED PRICE)

BETWEEN:

(1) _____ (“Seller”); and

(2) _____ (“Buyer”).

concluded on [/ /], [:] hours

Delivery Point: Portuguese VTP

(a) INTRA SYSTEM

(b) Relevant System: REN transmission grid

Contract Quantity: [] kWh

Time Unit: 1 (one) gas day within the meaning of the ROI and the MPGTG

Total Supply Period: From [] hours on [/ /]
to [] hours on [/ /]

Contract Price:

Tolerance: 0

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date: _____

Signature: _____

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ANNEX 2 Portuguese VTP (B) to the General Agreement

CONFIRMATION OF INDIVIDUAL CONTRACT FOR PORTUGUESE VTP TRANSACTIONS (VARIABLE PRICE)

BETWEEN:

- (1) _____ (“Seller”); and
(2) _____ (“Buyer”).

concluded on [/ /], [:] hours

Delivery Point: Portuguese VTP

(a) INTRA SYSTEM

(b) Relevant System: REN transmission grid

Contract Quantity: [] kWh

Time Unit: 1 (one) gas day within the meaning of the ROI and the MPGTG

Total Supply Period: From [] hours on [/ /]
to [] hours on [/ /]

Price Source:

Commodity Reference Price:

Alternate Commodity Reference Price:

Calculation Date:

Calculation Agent:

Calculation Method:

Tolerance: 0

Annex 2 Portuguese VTP(B)

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date: _____

Signature: _____

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ANNEX 2 Portuguese VTP (C)
to the
General Agreement

CONFIRMATION OF INDIVIDUAL CONTRACT FOR PORTUGUESE VTP TRANSACTIONS (CALL OPTION)

BETWEEN:

(1) _____ (“Writer”); and

(2) _____ (“Holder”).

concluded on [/ /], [:] hours

Option Details:

- (a) Option Type : Call
- (b) Option Style: American/European
- (c) Exercise Deadline:
- (d) Exercise Period: (if American Style Option)
- (e) Premium:
- (f) Premium Payment Date:

Delivery Point: Portuguese VTP

- (a) INTRA SYSTEM
- (b) Relevant System: REN transmission grid

Contract Quantity: [] kWh

Time Unit: 1 (one) gas day within the meaning of the ROI and the MPGTG

Total Supply Period: From [] hours on [/ /]
to [] hours on [/ /]

Contract Price:

Tolerance: 0

Annex 2 Portuguese VTP(C)

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date: _____

Signature: _____

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ANNEX 2 Portuguese VTP (D)
to the
General Agreement

CONFIRMATION OF INDIVIDUAL CONTRACT FOR PORTUGUESE VTP TRANSACTIONS (PUT OPTION)

BETWEEN:

(1) _____ (“Writer”); and

(2) _____ (“Holder”).

concluded on [/ /], [:] hours

Option Details:

- (a) Option Type : Call
- (b) Option Style: American/European
- (c) Exercise Deadline:
- (d) Exercise Period: (if American Style Option)
- (e) Premium:
- (f) Premium Payment Date:

Delivery Point: Portuguese VTP

(c) INTRA SYSTEM

(d) Relevant System: REN transmission grid

Contract Quantity: [] kWh

Time Unit: 1 (one) gas day within the meaning of the ROI and the MPGTG

Total Supply Period: From [] hours on [/ /]
to [] hours on [/ /]

Tolerance: 0

Annex 2 Portuguese VTP(D)

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date: _____

Signature: _____