

## **Documents required for execution of the gas transmission service agreement**

1. Prior to entering into a transmission service agreement with TSO, the entity applying for the transmission service is required to present originals or extracts from the following documents:
  - 1.1. agreements with suppliers or operators of the interconnected systems confirming the commitment of such suppliers or operators to deliver gas to the entry points in the transmission system operated by TSO,
  - 1.2. gas storage agreements when the Applicant requesting the transmission service by TSO reports a need for gas transmission to and from a storage facility connected to the system operated by TSO;
  - 1.3. agreements with operators of interconnected transmission systems or distribution system operators confirming their commitment to transport the gas downstream of the exit points from the transmission system operated by TSO (applies to final customers and energy enterprises that transport gas through networks of such operators),
  - 1.4. gas sales agreements with final customers taking gas directly from the transmission system, confirming the commitment to collect such fuel at the exit point from the transmission system (applies to energy enterprises selling gas to such customers).
  
2. The agreements or extracts from the agreements referred to above should include at least the following information:
  - 2.1. term of the agreement with all clauses that constrain its implementation and termination provisions,
  - 2.2. contracted capacities (including definition used in the agreement) in each year of the term,
  - 2.3. contracted gas volumes in subsequent years of the term,
  - 2.4. minimum and maximum pressure of gas at the entry and exit points,
  - 2.5. quality parameters of gas, including specifically:
    - 2.5.1. content for each hydrocarbon C1 – C6+,
    - 2.5.2. carbon dioxide content,
    - 2.5.3. nitrogen content,
    - 2.5.4. oxygen content,
    - 2.5.5. hydrogen sulphide content,
    - 2.5.6. total sulphur content,
    - 2.5.7. mercaptan sulphur content,

- 2.5.8. hydrocarbon dew point temperature,
  - 2.5.9. water dew point temperature,
  - 2.5.10. gross calorific value or net calorific value.
- 2.6. reference conditions for the values given in items 2.2, 2.3, 2.5.
3. The agreements referred to in section 1 should be presented as originals or photocopies authenticated as true copies by a solicitor or an attorney, or as an extract from the agreement prepared by a notary. The extracts from the agreements referred to in section 1 should contain a declaration of authorized representatives of the entity that the information in the extract is consistent with the content of the agreements executed by such entity.
4. Excluding the provisions stipulated in section 4.1, prior to entering into a transmission service agreement with TSO, the entity applying for the transmission service is required to provide financial security in the amount and form described in sections 5 and 6.
- 4.1. The entity applying for the transmission service having the financial rating awarded at the level listed below is released of providing financial security as referred to in section 4 above:
- a) No lower than Baa1 for the Moody's Agency,
  - b) No lower than BBB + for the Standard & Poors Agency,
  - c) No lower than BBB + for the Fitch Agency.
5. The amount of security to be provided by an entity that applies for or receives a transmission service shall be in an amount equal to two months' average estimated liabilities of the entity towards TSO in respect of the service to be provided.
6. The security referred to in section 4 can be provided in one of the following forms:
- 6.1. cash deposit on a bank account indicated by TSO, to be released after completion of the transmission service together with interest at the rate applicable to the account for the term of the deposit, less the cost of account operation and the cost of bank transfer,
  - 6.2. irrevocable and unconditional bank or insurance guarantee paid on the TSO's request,
  - 6.3. other irrevocable and unconditional and paid on the TSO's request form of security accepted by TSO.