

**AGREEMENT**  
**ON ACCESS AND TRANSMISSION OF ELECTRIC POWER THROUGH THE**  
**ELECTRIC POWER DISTRIBUTION NETWORK OF SE “NATIONAL RAILWAY**  
**INFRASTRUCTURE COMPANY”**

No. .... / ..... 202...

Today, ...20..., in the city of Sofia, between:

**1. State Enterprise “National Railway Infrastructure Company”**, in its capacity as a Distribution Network Operator (DNO), according to the Energy Act, holding a License for distribution of traction electric power on the distribution networks of the railway transport No. L-327-19/17.05.2010, with registered office and address of management: the city of Sofia, 1233, 110, Knyaginya Mariya Luiza Blvd., entered in the Commercial Register with UIC 130823243, represented by..... – **Director General**, with a second signature by..... – **Chief Accountant**, on the one hand, hereinafter referred to as **SE NRIC**

And

**2.** ....., with registered office and address of management ....., with UIC ....., represented by....., in the capacity of Managing Director and ....., holding a License for the provision of railway transport freight services No. .... issued by the Minister of Transport, Information Technologies and Communications, with a validity period of ....., Annex No. 1 to the License of ... and a Safety certificate with identification number BG ....., with a period of validity from ... to ... by the “Railway Administration” Executive Agency and Agreement for Access and Use of the Railway Infrastructure No..... of ..... between “.....” ..... and State Enterprise “National Railway Infrastructure Company”, hereinafter referred to as **“CUSTOMER/ Network Customer”**,

Pursuant to Article 30a, Para. 2 of the Railway Transport Act, in connection with Article 43, Para. 12 and §1, item 66a of the Additional Provisions of the Energy Act, License for Distribution of Traction Electric Power on Distribution Networks of Railway Transport No. L-327-19/17.05.2010, Electricity Trading Rules, Rules for the Management of Power Distribution Networks, Rules for Electricity System Management and Rules for Measuring the Quantity of Electric Power, this Agreement was concluded for the following:

**Section I**  
**DEFINITIONS**

In this Agreement, in the Annexes and Additional Agreements/ Annexes hereto, the following terms and expressions shall have the meanings set forth below, unless the context requires something else. Words in the singular include the plural and vice versa.

**1. “Agreement”** is the current agreement for access and transmission of electric power through the electric power distribution network, together with the annexes and additional agreements/ annexes thereto;

**2. “Day/ days”** refers to calendar day/ days, unless otherwise specified in the text (working day, rest day/ official holiday, legal holiday);

**3. “Access to the electric power distribution network”** is the right to use the electric power distribution network for transmission of traction electric power against remuneration;

4. **“Additional services”** are the services that are additionally provided to the CUSTOMER according to an approved price list. The current list of these services is published on the website of SE NRIC;

5. **“Supplier”** is a company licensed under the Energy Act to carry out the activities of “electricity trading” or “electricity supply by a supplier of last resort (SPI)”;

6. **“Supplier of last resort (SPI)”** is a person to whom was issued a license under the Energy Act and who supplies electricity in cases when the main supplier under a sales contract is unable to continue supplying due to bankruptcy, liquidation, revocation of license or any other event that led to temporary or permanent suspension of the supply of electricity, and supplies to final customers who cannot be clients of the end supplier until choosing another supplier;

7. **“Power distribution network”** is a set of power transmission lines and electric power devices with high, medium and low voltage, which serve to distribute traction power energy;

8. **“Measurement system”** is a set of measuring transformers, electricity meters, communication devices, additional and auxiliary devices and circuits, including panels (cabinets), secondary measuring circuits, terminal strips and fuses, with which the consumed traction power energy is detected;

9. **“Competent authority”** is any central or local authority that, under the current legislation, has the authority to issue binding recommendations, decisions, permits or instructions to the parties to this Agreement;

10. **“CUSTOMER/ Network customer”** is the person mentioned above, whose site has access to the distribution network and who uses network services;

11. **“Network services”** are all services provided by the electric power distribution network operator necessary for the reliable operation of the network, such as, but not limited to: access to the distribution network, transmission and distribution of electric power through the distribution network, planning and operational management of the electric power distribution network and its operation mode;

12. **“Force majeure”** means an unforeseen or unpreventable event or a combination of events of an extraordinary nature (including the duration of the event and the time necessary to eliminate the consequences after such an event) occurring after the conclusion of this Agreement, resulting directly or indirectly in total or partial non-performance or slow performance of the obligations by the Network Customer or SE NRIC which event or combination of events is beyond the reasonable control of the Party invoking Force Majeure (“Invoking Party”), which it could not with reasonable efforts avoid or overcome, and which makes it impossible for the Invoking Party to fulfil its obligations under this Agreement;

13. **“Reporting period”** is the period from 00:00 on the first day to 24:00 on the last day of the month. The end of the reporting period is not later than the 5th of each month following the reporting period;

14. **“Settlement Period”** is a period of 15 minutes that starts every round hour or another period regulated in the Electricity Trading Rules;

15. **The rules for measuring the amount of electric power (RMAEP)** are the relevant current rules for measuring the amount of electric power, with all additions and amendments;

16. **“Transmission through the distribution network”** is the transportation of electric power through the distribution network;

17. **The Electricity Trading Rules (ETR)** are the relevant current Electricity Trading Rules, with all additions and amendments;

18. **“Settlement”** is a system implemented by the operator of the electric power system for individual calculation of the deviations of the actual consumed or produced electric power from the agreed quantities for a given period;

**“Special measurement system”** is a measurement system compatible to standard BDS\_EN\_50463 or subsequent and is a set of commercial measurement means, apparatus and communication devices, data transmission, positioning, connecting circuits and boards, secondary measurement circuits, terminal strips, fuses and protective equipment;

**19. “Commercial Measurement Devices”/ “CMD”** are technical measurement devices which have certain metrological characteristics and are intended to be used to measure quantities in case of sale of electric energy, independently or connected to one or more technical devices.

## **Section II**

### **SUBJECT MATTER OF THE AGREEMENT**

**Article 1.** SE NRIC, in its capacity as operator of the electric power distribution network of the railway transport, grants the CUSTOMER, against remuneration, the right to use the electric power distribution network, in order to supply the CUSTOMER’s sites with traction power energy specified in Annex No. 1, which is an integral part of this Agreement. The services provided under this Agreement are as follows: access to the electric power distribution network, transmission and distribution of electricity through the electric power distribution network and additional services.

## **Section III**

### **TERMS AND CONDITIONS FOR IMPLEMENTATION OF THE AGREEMENT**

**Article 2. (1)** This Agreement is valid until the end of the calendar year in which it was concluded and enters into force after its signing, presentation of the documents under Art. 3 and the collateral under Art. 32, and after the registration of the CUSTOMER /customer’s sites/ on the electricity market at freely agreed prices.

**(2)** The Agreement will automatically continue its validity for each subsequent calendar year, in case none of the parties requests in written form its termination by November 30 of the respective current calendar year.

**Article 3.** When concluding this Agreement, the CUSTOMER shall present a document of ownership or a document certifying the right of use for each site from Annex No. 1.

**Article 4.** A site for which any of the circumstances provided in the Energy Act (EA) and ETR is present or arises, in which circumstances the site is supplied with electricity by a Supplier of Last Resort (SPI), shall be officially registered by SE NRIC for the supply of electric power by a Supplier of Last Resort (SPI), under the terms and conditions of the SPI supply contract.

**Article 5. (1)** As of the date of conclusion of this Agreement, Annex No. 1 shall contain all sites for which the CUSTOMER has the right to access and use the electric power distribution network for the purpose of supplying them with electricity.

**(2)** The provision of services under Art. 1 for the CUSTOMER’s site, which is not included in Annex No. 1, shall be carried out in accordance with the Rules for the terms and conditions for providing access to the power transmission and power distribution networks, adopted by the Commission for Energy and Water Regulation (EWRC), after signing an annex to this Agreement, in which the new sites are indicated, and after presenting the documents under Art. 3. This procedure shall be initiated by the CUSTOMER or by a person authorized by him.

**(3)** Termination of services under Art. 1 for the CUSTOMER’s site shall be done by a written request/ application from the CUSTOMER or from a person authorized by him, and a marriage certificate or document for change of ownership/ rights of use of the site shall be submitted thereto. The termination shall enter into force from the beginning of each reporting period following the submission of the request/ application.

**Article 6.** In case it is established that the CUSTOMER uses the services under Art. 1 for a site not included in Annex No. 1 and for which an annex has not been signed in accordance with Art. 5 para. 2, SE NRIC shall apply the terms and conditions of this Agreement from the date of actual use of the services established by SE NRIC according to Art. 1. From the same date, the site shall be officially registered by SE NRIC for the supply of electricity from a Supplier of last resort.

**Article 7.** The change of provider/ balancing group coordinator/ supplier of last resort shall be initiated by the CUSTOMER or by a person authorized by him, and shall be carried out according to the terms and conditions of the current legislation. The change is not subject to this Agreement and does not change its terms and conditions.

**Article 8. (1)** A third party may intervene in the rights and obligations of the CUSTOMER under this Agreement only after a prior written consent of SE NRIC, and after it has fulfilled the requirements for providing access to the electric power distribution network. SE NRIC has the right to refuse to give its consent to the intervention of a third party under this Agreement.

**(2)** The intervention set out in the preceding paragraph can be carried out from the beginning of each accounting period following the fulfilment of the requirements under para. 1. Each of the Parties is responsible for its own monetary obligations – the old CUSTOMER until the date of entry, the new CUSTOMER – from the date of entry.

**Article 9.** If, during the validity of the Agreement, significant changes occur in the normative acts that amend or contradict the provisions in this Agreement, then the rules of the current legislation shall replace the contradictory provisions in this Agreement. In this case, the two Parties are obliged to sign a new, up-to-date Agreement or Ancillary agreement within one month from the discovery of such a contradiction, in accordance with the amended legal framework and the objective circumstances that have occurred.

#### **Section IV**

#### **MEASUREMENT AND MANAGEMENT OF THE MEASURED DATA**

**Article 10.** Electric traction power is measured according to the requirements of the current legislation and in a way consolidated with SE NRIC.

**Article 11.** SE NRIC keeps records of the quantities of active and reactive electrical energy and/or power required for the purposes of payment under this Agreement and for payment of the transactions with electric power between the parties.

**Article 12.** The measurement data shall include:

1. Reported values of active and reactive power energy, as well as of active and reactive operating capacities, which are collected by the measurement systems;
2. Validated or replacement values, in case of missing or incorrect data;
3. Billing data and values used for payment purposes.

**Article 13. (1)** Measurements are carried out with measurement systems and commercial measurement devices owned by the CUSTOMER, registered and operated in accordance with the requirements of the Law on Measurements and the applicable regulations. In sites where cross-border transport of passengers and/or goods will be carried out, special measuring systems are installed, which must comply with BDS\_EN\_50463 or subsequent.

**(2)** The commercial measurement devices and the measurement systems under Para. 1 shall be purchased and installed by and at the expense of CUSTOMER, and their type, location, and method of installation shall be agreed upon in advance with SE NRIC.

**(3)** The measurement systems shall be installed according to documentation developed by the user and agreed upon with SE NRIC. The installation of the measurement systems shall be carried out by the CUSTOMER or persons authorized by him at his expense. During the installation, representatives of SE NRIC are invited to monitor the way the installation is carried out. The measurement system shall be considered to be accepted by SE NRIC after installation of control devices and/or signs at locations specified by SE NRIC and after successful initialization of the measurement point in a specialized system of SE NRIC.

**(4)** A vehicle used for cross-border transport of passengers and/or freights shall be equipped by and at the expense of the CUSTOMER with a special measurement system at his expense in accordance with Paragraph 1. The equipment and acceptance shall be carried out in accordance with Paragraph 2 and Paragraph 3, at least 30 (thirty) days prior to the date of the first cross-border transport.

**(5)** SE NRIC shall place control devices and/or signs on the commercial measurement devices, as well as on the boards on which they are installed.

**(6)** When putting into or taking out of service a commercial measurement device and/or communication device for any reason, including for necessary repairs, a statement of findings shall be drawn up in two copies – one for the CUSTOMER and one for SE NRIC.

(7) For each measurement point, SE NRIC shall register an identification code. For each CUSTOMER, SE NRIC shall create an individual number identifying the CUSTOMER.

**Article 14.** SE NRIC maintains a database of measurements for the Network Customer for a period provided for in the current legislation.

**Article 15. (1)** SE NRIC provides data from the measurements of the respective parties to the transactions in accordance with the ETR.

(2) The parties to electricity transactions shall have the right to receive information from the database regarding the quantities of energy, subject of transaction traded by them.

(3) SE NRIC shall provide the CUSTOMER with measurement data and information from the database regarding the quantities of energy subject to payment.

**Article 16.** SE NRIC shall provide measurement data for periods older than the last completed reporting period, after a written request and against payment, in accordance with the current list of additional services, to the extent that the provision of data is permitted in the specific case, in accordance with the current legislation.

**Article 17. (1)** In case of non-recoverable missing data and/or incorrect data from the commercial measurement devices, due to a malfunction in the measurement circuits and/or data transmission circuits, and/or damage to the commercial measurement devices and/or communication devices, as well as in all cases of established non-measurement and/or incorrect measurement of electric power at the CUSTOMER's facility, SE NRIC shall prepare replacement data for active and reactive power energy as follows:

1. In case of missing or incorrect data for a period not longer than 72 hours within the reporting period, the replacement values for each hour, respectively 15 minutes of missing or incorrect data, shall be assumed to be equal to the average hourly values, respectively, 15-minute values for the time with the correct data within the reporting period or within a previous similar reporting period, selected at the discretion of SE NRIC and agreed upon with the CUSTOMER. When calculating the average hourly or 15-minute values, the time during which the facility was in repair mode, which has been announced and confirmed in accordance with item 5, item 6 and item 7 of Article 37, shall be excluded. In case there is no available correct data within the reporting period or within a previous similar reporting period that can be used to determine the average hourly or 15-minute values, the replacement data shall be determined in accordance with item 2 of this Paragraph;

2. In case of missing or incorrect data for a period longer than 72 hours within the reporting period, the replacement values for each hour of missing or incorrect data, including for the first 72 hours, shall be as follows:

- the active energy consumed for each hour or 15 minutes, respectively, is equal to 24 (twenty-four) percent or 6 (six) percent, respectively, of the maximum capacity of the facility;
- the reactive energy consumed for each hour or 15 minutes, respectively, is equal to 24 % (twenty-four percent) or 6 % (six percent), respectively, of the maximum capacity of the facility;
- the returned reactive power energy for each hour is equal to 1% (one percent) of the facility's maximum capacity, provided that the facility is characterized by the presence of returned reactive energy.

(2) When the availability under Para. 1 is established after the end of the reporting period, a correction protocol shall be drawn up for the relevant period, in accordance with Article 28. These adjustments may cover no more than the last three completed reporting periods

**Article 18. (1)** For each reporting period, SE NRIC shall prepare a protocol containing all the necessary data from the measurement and the calculations made to determine the amount due.

(2) The protocol shall be sent to the CUSTOMER by fax and/or by e-mail as specified in Annex No. 2, which is an integral part of the Agreement.

(3) At the latest by the end of the next business day after sending the protocol, the CUSTOMER shall send in written form by e-mail any errors or incorrect data found by him/her with a request for correction thereof. SE NRIC shall perform a check and shall confirm or correct the measured values and replacement data. If no request for correction has been received within this period, the data shall be deemed to be accepted by the CUSTOMER.

## **Section V**

### **PRICE FOR USE OF THE NETWORK**

**Article 19.** The CUSTOMER shall pay to SE NRIC the calculated amounts for the network services used according to the prices and allowances for reactive energy, approved by the Energy and Water Regulatory Commission (EWRC), as well as the amounts for the additional services used, according to the current price list. The price shall also include the legally determined taxes and surcharges related to these services.

## **Section VI**

### **REPORTING, INVOICING AND PAYMENT**

**Article 20. (1)** SE NRIC shall report the commercial measurement devices of the CUSTOMER's facilities for each settlement period.

**(2)** The measured values and replacement data obtained can be disputed by the CUSTOMER through the coordinator of the balancing group before the SE NRIC within one business day of receiving the data. SE NRIC shall perform a check and shall confirm or correct the measured values. Undisputed values within this period shall be deemed to be confirmed by the CUSTOMER.

**(3)** All measured values, including those that have been subject to change in accordance with the previous paragraph, shall be considered by the electricity system operator as confirmed by the parties no later than the eighth day of each calendar month following the reporting month, and shall become approved measured values.

**Article 21. (1)** SE NRIC invoices the network services used by the CUSTOMER according to the components and prices approved by the EWRC, under the conditions of supplies with continuous performance within the meaning of the VAT Act.

**(2)** The invoices/ annexes/ protocols/ references to invoices issued by SE NRIC contain specific data and values required for the invoicing of network services, as well as for the calculation of the payable value added tax amounts, excise duty rate, and the amount payable for the use of the network, according to the components approved by the EWRC.

**(3)** The invoices under Para. 1 shall be issued monthly by SE NRIC, for each reporting calendar month, dated the last day of the month, and shall be sent to the CUSTOMER by fax or by e-mail on the day of their issuance, and the original invoices shall be sent by post with acknowledgement of receipt.

**(4)** The invoices and protocols under Para. 1 and Para. 2 shall be signed personally by the legal representative of the CUSTOMER or by an authorized person specified in Annex 2, and the copies/ the second copy shall be provided signed to SE NRIC.

**Article 22.** The deadline for payment of the CUSTOMER's obligations under the invoices issued by SE NRIC is by the 28th (twenty-eighth) day of the month following the reporting month, with the invoice being sent to the official e-mail address of the CUSTOMER. Failure to receive the original invoice on paper media does not release the CUSTOMER from its obligation to pay the amounts due thereunder within the agreed period.

**Article 23.** Payments shall be made by bank transfer with a payment order to the bank current account specified in the invoice. Payment shall be deemed to have been made on the date on which the amount is credited to the recipient's account.

**Article 24.** Upon receipt of an invoice, the CUSTOMER has the right to dispute it within 5 business days, for which he shall notify SE NRIC in written form, and the dispute shall not have a delaying effect on the deadline for payment of the invoice.

**Article 25.** In case SE NRIC accepts the dispute under the previous paragraph, it shall issue a tax debit/credit note by the end of the month in which the dispute was accepted, and shall send it to the CUSTOMER by fax or by e-mail. The originals of the debit/credit notes shall be sent by post with acknowledgement of receipt.

**Article 26.** The liabilities under the issued debit/credit notes shall be paid within 5 business days from the date of their receipt, by any of the methods specified in Article 25.

**Article 27.** Recalculation of the liabilities shall be carried out in case of amendments to the regulatory framework, retroactive changes in the data on the measured quantities of electric power, where such changes are due to inaccuracies in the recording, processing and validation of the information from the commercial measurement devices, and application of a data replacement procedure pursuant to Article 17, Para. 2.

**Article 28. (1)** The recalculations shall be carried out on the basis of a protocol for correcting the errors detected for the relevant period, signed between the CUSTOMER and SE NRIC.

**(2)** The recalculated energy quantities shall be charged and invoiced in the first possible unclosed accounting period at prices valid for the period in which they were charged.

**Article 29.** Any payment obligation shall be deemed to have been fulfilled on time if the entire amount due has been credited to the party's bank account no later than 5:00 p.m. on the due date, according to the invoice issued, and when the due date is a non-working day - by 5:00 p.m. on the first following working day.

**Article 30.** When transferring the amounts due, the Party making the payment shall indicate the reason for payment.

## **Section VII SANCTIONS**

**Article 31.** In case of delayed performance of monetary obligations under this Agreement, the defaulting party shall owe the non-defaulting party a compensation in the amount of the legal interest on the value of the overdue payment for each day of delay, including the day of actual payment of the amount due. When the amount paid is not sufficient to cover the interest and the principal, the interest shall be repaid first.

## **Section VIII GUARANTEES**

**Article 32. (1)** To secure its obligations under this Agreement, the CUSTOMER shall provide a guarantee in favour of SE NRIC in the form of an irrevocable and unconditional bank guarantee, in accordance with Annex No. 4, which is an integral part of the agreement, for the relevant calendar year, with a validity period until February 28 of the following calendar year, or cash deposit to the account of SE NRIC at "Central Cooperative Bank" JSC,

IBAN: BG60CECB979033H4199002, BIC: CECBBGSF.

**(2)** The form of the collateral provided under Para. 1 can be changed at the CUSTOMER's request at any time during the validity period of the agreement. Within 3 business days from the CUSTOMER providing SE NRIC with a document establishing another form of collateral, i.e. an irrevocable and unconditional bank guarantee or a cash deposit, SE NRIC shall return the previous collateral by refunding the cash deposit or returning the original bank guarantee to the CUSTOMER.

**(3)** The CUSTOMER undertakes to provide new collateral for its obligations for the following calendar year by December 20 of the respective year, in an amount determined by SE NRIC. In case of delay, the CUSTOMER shall owe a penalty tax in the amount equal to the legal interest on the value of the guarantee for each day of delay. In this case, SE NRIC has the right to deny the CUSTOMER access to the network.

**(4)** By November 15, SE NRIC shall determine the amount of the guarantee collateral for the following calendar year based on the highest total monthly amount of energy consumed by the CUSTOMER's facilities over the last 12 months, multiplied by the current prices of network services approved by the Energy and Water Regulatory Commission (EWRC), with the VAT included, together with the surcharges for reactive energy supplied/ consumed.

(5) In the absence of basic consumption pursuant to Para. 4, the basic amount of electric power (kWh) used to determine the amount of the guarantee collateral shall be equal to the sum of the maximum capacity (kW) of all of the CUSTOMER's facilities, multiplied by 20 (twenty), but not less than 200,000 kWh.

(6) In case of an increase in the consumed quantities of energy, compared to the basic quantities specified in Para. 4 or Para. 5 and/or the prices of the network services, the CUSTOMER shall be obliged to increase the amount of the guarantee collateral in the required amount within 10 (ten) working days from the receipt of the relevant notification from SE NRIC.

(7) SE NRIC shall utilize such part of the bank guarantee or cash deposit which covers the CUSTOMER's liability when the payment obligations under this Agreement are not fulfilled on time, of which it shall notify the CUSTOMER by fax or by e-mail.

(8) Within 7 (seven) business days from the receipt of the notification of partial or full utilization of the guarantee or deposit, the CUSTOMER is obliged to provide a new guarantee collateral in the corresponding amount.

(9) After providing a new guarantee collateral for the CUSTOMER's obligations for the following calendar year in the amount specified in Para. 4, if it is less than the previous year, by February 28, SE NRIC shall refund the difference, respectively, if it is in the form of a cash deposit, or shall return the original bank guarantee.

## **Section IX**

### **RIGHTS AND OBLIGATIONS OF THE PARTIES**

**Article 33.** The operational relations between SE NRIC and the CUSTOMER are determined in accordance with Ordinance No. RD-16-57 dated January 28, 2008, on the activities of the operators of the electricity system and distribution networks, as well as the operational staff on duty at the electricity facilities and the electric power systems of users, Ordinance No. 58 dated August 02, 2006, on the rules for the technical operation, train traffic and signalling in railway transport, Rules for technical operation of the railway infrastructure of the State Enterprise "National Railway Infrastructure Company" (SE NRIC), Ordinance No. 13 dated December 30, 2005, on ensuring healthy and safe working conditions in railway transport, Rules for Train Traffic and Shunting Operations in Railway Transportation, Safety Procedure ПБ 6.01. - Instruction for the operational management of the electricity system of State Enterprise "National Railway Infrastructure Company", and other operational instructions.

**Article 34.** SE NRIC has the right:

1. to access to the CUSTOMER's facilities to carry out activities related to the reporting and control of the measurement systems. This access shall be carried out in the presence of a representative of the CUSTOMER and shall be performed by persons holding a right of way document and a certificate for electrical safety group, subject to compliance with the occupational safety requirements;

2. to exercise control over the CUSTOMER's compliance with its obligations, and in the event of non-compliance, SE NRIC shall draw up a statement of findings, signed by both parties;

3. to issue mandatory instructions regarding the technical condition of CUSTOMER's facilities in order to prevent incidents that threaten the safety of the distribution network and may cause property or non-property damages;

4. to suspend or restrict the supply of electric power to the CUSTOMER's facilities in the cases provided for in the current legislation.

**Article 35.** SE NRIC undertakes:

1. To provide access to and use of the electric power distribution network under conditions of equality of the CUSTOMER and in compliance with the current legislation and the provisions of this Agreement;



2. To ensure the safety of transmission, the continuity and quality of electric power, the efficient use of energy, the environmental protection and the protection of the health, life and property of the citizens;
3. To provide the coordinator of the balancing group/ the supplier of the CUSTOMER with information on the results of the measurements in accordance the ETR;
4. To give written notice at least 7 (seven) days in advance of the time and duration of any interruption or restriction of transmission in the case of actions that are subject to planning, unless the current legislation requires a different notification procedure;
5. To protect the confidentiality of any information about the CUSTOMER, having the nature of a trade secret, of which it has been expressly notified in writing, unless the provision of such information to third parties is required according to the current legislation;
6. To provide for a 24/7 dispatcher's telephone number, specified in Annex No. 3, for reporting in the event of power supply interruptions and damage to the distribution network, and to keep records of the date and time of the calls received;
7. In the event of a failure, SE NRIC shall take immediate measures to remedy it and restore access to the network and the transmission of electric power;
8. To provide written responses to written requests and complaints submitted by the CUSTOMER, within 30 (thirty) days of their receipt;
9. After receiving a notification by fax or by e-mail from the CUSTOMER regarding the damaged integrity of a seal, sign or other control device of SE NRIC related to the commercial measurement devices, within a period of 3 /three/ working days - to put a new seal, sign or other control device, respectively;
10. Upon request, to provide assistance within its competence for the purpose of the proper performance of the CUSTOMER's obligations under this Agreement.

**Article 36.** The CUSTOMER has the right to:

1. To use the electricity distribution network in compliance with the current legislation and the provisions of this Agreement;
2. To receive measurement data in terms of volume and time in accordance with ETR and RMAEP;
3. To be notified in a timely manner of interruptions in the transmission of electric power by SE NRIC in the manner and order specified in this Agreement;
4. To request the installation of a device for recording the quality of the electric power supplied in compliance with the requirements of the current legislation.

**Article 37.** The CUSTOMER undertakes:

1. To pay the amounts due under this agreement on time;
2. To protect the commercial measurement devices from unlawful influence and not to not to interfere technically with their operation;
3. To provide, at its own expense, an uninterrupted power supply to the commercial measurement devices and the communication devices for remote data reading;
4. Not to allow interruption of the electric power supply of the commercial measurement devices and the communication devices;
5. To notify SE NRIC of the date and time of taking a facility out of service for the purpose of repairs lasting more than 24 hours;
6. Not to interrupt the electric power supply of the commercial measurement devices and the communication devices at a facility that has been taken out of service (for a repair or for an operational inspection), except in cases of necessity, in which case it is obliged to notify SE NRIC. in case of a request submitted by SE NRIC, to restore the power supply to the commercial measurement devices and the communication devices for remote data reading, at the latest by the end of the working day following the day on which the request was made. If it is impossible to restore the power supply within the specified period, the Customer is obliged to immediately notify SE NRIC in written form, stating the reasons for this;

7. To notify SE NRIC of the date and time of commissioning of any of its facilities in order to verify the good working order of the measurement system and the operation of the communication devices for remote data reading;
8. Not to put into operation any facility before receiving a response from SE NRIC by telephone or on the e-mail address specified in Annex No. 3 regarding the condition of the measurement system and the operation of the communication devices for remote data reading. The response from SE NRIC shall be received within the working day on which the request was made by the CUSTOMER by telephone or submitted to the e-mail address in order to check the condition of the measurement system of a facility for the purpose of putting it into operation;
9. To notify immediately in case of detected damage to any element of the measurement system;
10. To perform, at its own expense, initial and subsequent checks of the commercial measurement devices, within the time limits and in accordance with the current legislation, and as recommended by SE NRIC and/or another competent authority;
11. To provide SE NRIC with data on produced gross ton kilometres, including the weight of the locomotive for each reporting period, in order to develop standardized freight profiles and use them for statistical purposes;
12. To provide barrier-free access to representatives of SE NRIC in its facilities for the purpose of monitoring the condition of the commercial measurement devices;
13. To comply with all instructions of SE NRIC given within the scope of its competence;
14. Not to rebuild, alter, repair, or replace elements of the measurement system without prior notification to SE NRIC. For each replacement of a commercial measurement device, a statement of findings shall be drawn up in two copies - one for SE NRIC and one for the CUSTOMER;
15. Not to arbitrarily remove or damage: a commercial measurement device, a sign, a seal or other control device of SE NRIC or of an authorized body. If it is necessary to remove a seal, a sign or other element, to notify SE NRIC in written form and/or by e-mail of the reasons that led to such removal;
16. To install, maintain, and operate its own electrical installations and equipment in a technically correct and safe manner, in accordance with the approved instructions and current legislation;
17. To immediately provide oral and subsequently written information to SE NRIC in all cases of detected damage to the facilities, which, in its estimation, may be due to malfunctions in the electric power distribution network.

## **Section X**

### **RESPONSIBILITIES AND SANCTIONS**

**Article 38.** SE NRIC shall be liable only for actually suffered damages directly as a result of unlawful suspension or restriction of transmission, in cases where such damages are caused by intent or by gross negligence of on the part of employees of SE NRIC, excluding lost profits.

**Article 39.** In cases where the CUSTOMER has contributed to the occurrence of the damage, the liability under the above article shall be reduced proportionally.

**Article 40.** SE NRIC shall not be liable for damages in the event of restriction or suspension of transmission when this is done in cases expressly provided for by law or in the provisions specified in this Agreement, if it has fulfilled its obligation to give prior notice, in cases where such is required, or in cases of force majeure, or in the presence of any of the following circumstances:

1. Technical malfunction of electrical equipment and facilities operated by the CUSTOMER;
2. Occurrence or prevention of accidents, where such accidents have occurred due to reasons for which the CUSTOMER is responsible;
3. Improper and/or untimely actions of the personnel servicing the CUSTOMER's electrical equipment and facilities;
4. Failure by the CUSTOMER to ensure high-quality servicing of its electrical equipment and facilities and backup electric power supplies at its sites;

5. When the CUSTOMER's electrical equipment and consumer devices require protection against power surges, and such protection is not provided;
6. When the CUSTOMER's electrical equipment and facilities have not been periodically inspected and maintained in accordance with the technical operation requirements;
7. Failure to comply with instructions and regulations issued by the SE NRIC within the scope of its competence;
8. Risk of causing significant material damage to the system, to the network or to the customers, respectively;
9. Risk of excessive environmental pollution - as prescribed by the competent authorities;
10. Actions of third parties, for which SE NRIC could not and was not obliged to foresee, in accordance with this Agreement and the current legislation.

**Article 41.** The CUSTOMER shall be liable for damages caused to SE NRIC in the following cases:

1. When performing operational activities that are not coordinated with SE NRIC, leading to disruption of the normal operation of the distribution network;
2. In case of disruption of the normal electric power supply to third parties, caused by the CUSTOMER, established by a protocol;
3. When removing or damaging a commercial measurement device, a sign, a seal or other control device installed by SE NRIC, without these actions being agreed upon with SE NRIC;
4. when the Customer uses the electric power without it being fully or partially recorded by a commercial measurement device, or alters the readings of commercial measurement devices or prevents their proper operation; uses electrical energy without it being fully or partially recorded by a commercial metering device, or alters the readings of commercial metering devices or hinder their proper operation;
5. When the Customer uses faulty or unsafe electric power devices, networks and installations.

**Article 42.** In cases of damage caused, the injured party shall notify the other party within 2 (two) working days of its occurrence or detection.

**Article 43.** Within 24 (twenty-four) hours of receiving the notification under Article 42, the other party is obliged to send its representative to draw up a statement of findings on the damage caused.

**Article 44.** The injured party shall lose its right to compensation if it fails to comply with the time limit under Article 42 or fails to grant access to the facilities/sites used by it to the representative under Article 43.

**Article 45.** If no agreement is reached on the content of the statement of findings or the value of the damage caused, the dispute shall be resolved in accordance with the procedure of Section XIV.

## **Section XI**

### **FORCE MAJEURE**

**Article 46.** Force majeure circumstances are unforeseen and unavoidable events or a combination of events of an extraordinary nature, beyond the control of the parties, arising after the conclusion of the Agreement, specified in item 12 of Section I, insofar as these events hinder the performance of the obligations under this Agreement.

**Article 47.** None of the following events shall constitute force majeure under this Agreement:

1. Failure or inability to make a payment under the Agreement, which is not due to circumstances under item 12 of Section I;
2. Lawful restructuring of any of the parties as a legal entity;
3. Order of a competent authority within the meaning of the Environmental Protection Act.

**Article 48.** The party claiming force majeure shall be obliged to send a notice to the other party regarding the occurrence and end of the event or circumstance in the shortest possible time, but no later than 48 hours after becoming aware of the force majeure event. Neither party shall be entitled to claim a Force Majeure exemption during the period of time between the date on which the notice should have been duly given in accordance with this Article and the date on which the notice was actually received by the non-declaring Party.

**Article 49.** The party claiming force majeure shall not be released from its obligations under the Agreement if that party was in default at the time of the occurrence of the force majeure event.

**Article 50.** Confirmation of force majeure circumstances shall be made by a certificate issued by the Bulgarian Chamber of Commerce and Industry (BCCI) within 14 (fourteen) days from the onset of the force majeure, except where the circumstances are of such a nature that cannot be confirmed in this manner. In this case, the confirmation of the circumstances of force majeure shall be provided by means of photographic material, protocols and other documents.

**Article 51.** If the party invoking force majeure fails to send notification of the onset of the circumstances or to confirm the circumstances within the specified period, it shall lose its right to invoke force majeure.

**Article 52.** While the force majeure event lasts, the performance of the obligations under the Agreement shall be suspended.

**Article 53.** In case the force majeure event lasts more than 30 (thirty) days, each of the Parties shall have the right to terminate the Agreement.

## **Section XII**

### **TERMINATION OF THE AGREEMENT**

**Article 54. (1)** This Agreement shall be terminated:

1. Upon expiry of its term, in accordance with the terms and conditions set out in Article 2;
2. By mutual agreement of the Parties;
3. At the request of the CUSTOMER with one month's written notice;
4. Upon expiry of the validity period of the guarantee under Article 32, Para. 1 and failure to submit a new one, effective as of March 1 of the relevant calendar year;
5. Upon deletion of the CUSTOMER as a legal entity;
6. By decision of a competent authority, empowered under the Energy Act or another law;
7. Upon entry into force of the General Terms and Conditions for access and transmission of electrical energy through the electricity distribution networks of SE NRIC, approved by the Energy and Water Regulatory Commission (EWRC) and published on its website, under the terms and conditions of the current legislation;
8. In other cases expressly provided in the Agreement or in a regulatory act.

**(2)** This Agreement shall be terminated without notice in the following cases:

1. Upon revocation, termination or expiration of the CUSTOMER's license to perform rail transport of passengers and/or freight;
2. Upon revocation or non-renewal of the CUSTOMER's safety certificate;
3. Upon termination of the Agreement for access and use of the railway infrastructure between the CUSTOMER and SE NRIC;
4. Upon revocation, termination or expiration of the license for distribution of traction electrical energy through the distribution networks of the railway transport of SE NRIC.

**Article 55. (1)** In the event that the CUSTOMER ceases to use the services under this Agreement, the CUSTOMER shall have the right to terminate it, effective from the end of each calendar month following the termination of the use of the services. In this case, the CUSTOMER shall send the written notice to SE NRIC at least 14 (fourteen) days before the date of termination of the Agreement;

**(2)** In the event that the CUSTOMER ceases to use the services under this Agreement but has not terminated the Agreement, SE NRIC may terminate the Agreement unilaterally at any time. Until the termination of the Agreement, the CUSTOMER shall be obliged to perform its obligations under it.

**Article 56.** Upon termination of the Agreement, the Parties shall sign a bilateral protocol for the settlement of their financial relations.

## **Section XIII**

### **METHOD OF COMMUNICATION AND PROVISION OF INFORMATION**

**Article 57.** Each of the Parties shall designate appropriate persons for operational contacts, together with their addresses, telephone numbers, fax numbers, and e-mail addresses, in accordance with Annex No. 2 and Annex No. 3 to the Agreement.

**Article 58.** The Parties undertake to immediately inform each other of any changes to the data specified in Article 57, as well as of any changes to the data specified in the court registration, bank accounts, and other circumstances that are relevant to the performance of their obligations under this Agreement.

**Article 59. (1)** Except in the cases where this Agreement and the applicable regulatory framework expressly provide for another form, all communications between the Parties shall be in written form, delivered in person or sent by letter, by fax or by e-mail to the addresses, specified in this section. The notification shall be deemed to have been delivered:

1. upon personal receipt – upon signing by the authorized contact person;
2. in case of sending by letter – from the date specified with acknowledgement of receipt;
3. in case of sending by fax – upon receiving a confirmation for delivery from the recipient's fax machine, if the message is received on a working day before 5 p.m., and otherwise on the first working day following the day of transmission;
4. in case of sending by e-mail - after receiving a message from the recipient's computer, if the message is received on a working day before 5 p.m., and otherwise on the first working day following the day of sending.

**(2)** The period for notices and notifications shall commence from the moment of their receipt, in compliance with the provisions of the Civil Procedure Code.

**(3)** In case of absence of written notifications under this Agreement, in cases where such notifications are required, the non-defaulting party shall not be liable for any damages incurred.

## **Section XIV**

### **DISPUTE SETTLEMENT**

**Article 60.** The Parties agree that all disputes arising under or related to this Agreement, including disputes relating to its interpretation, invalidity, performance or termination, or its adaptation to new circumstances, shall be settled through negotiations between the Parties.

**Article 61.** If no agreement is reached, the dispute shall be referred to the competent court. Referring the dispute to the court for resolution shall not be grounds for terminating the performance of obligations under this Agreement.

## **Section XV**

### **OTHER TERMS AND CONDITIONS**

**Article 62.** The performance of the obligations arising from the issued license for distribution of traction electrical energy through the distribution networks of the railway transport is carried out by the Electricity distribution Division of SE NRIC, with headquarters and management address: the city of Sofia, 110, Knyaginya Maria Luiza Blvd., Unified Identity Code (UIC)/ BULSTAT: 1308232430504.

**Article 63.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Bulgaria.

**Article 64.** All amendments and additions to this Agreement shall be made in written form only.

**Article 65.** To all unresolved issues in this Agreement, the Energy Act and all relevant provisions of the current legislation of the Republic of Bulgaria shall be applied.

**Article 66.** In the event of changes in the legislation, the provisions of this Agreement, which contradict to the changes, shall be replaced by the provisions of the law.

IN WITNESS WHEREOF, the Parties have signed this Agreement, consisting of .....  
(.....) pages in two original copies in Bulgarian language, one for each of the Parties.

**Annexes, which are an integral part of this Agreement:**

**Annex No. 1** – CUSTOMER sites – technical data and commercial measurement devices of electrical power quantities;

**Annex No. 2** – Contact persons and means of communication for the CUSTOMER;

**Annex No. 3** – Contact persons and means of communication for SE NRIC;

**Annex No. 4** – Bank guarantee issued according to a template.

**FOR SE NRIC:**

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*Director General*

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*Chief Accountant*

**FOR THE CUSTOMER:**

.....

*Manager*