***“TRANSPORTGAS SERBIA” LLC NOVI SAD***

***ASSEMBLY***

***Number: 01-02-2/51-1***

***May 15, 2025***

***Novi Sad***

Pursuant to Article 248, item 2), in connection with Article 254 of the Energy Law (“Official Gazette of the RS” Nos. 145/2014, 95/2018 - other law, 40/2021, 35/2023 - other law, 62/2023, and 94/2024), Article 20, paragraph 1, item 26) of the Decision on Amendments and Supplements to the Decision on the Establishment of the Limited Liability Company “Transportgas Srbija” Novi Sad – consolidated text number 01-01/119 dated 19.01.2024, and Article 6 of the Rules of Procedure of the Assembly of "Transportgas Srbija” LLC, the Assembly of “Transportgas Srbija" LLC Novi Sad at the session held on 15 May 2025 passed the following:

**DECISION**

**ON AMENDMENTS AND SUPPLEMENTS TO THE RULES ON THE OPERATION OF THE NATURAL GAS TRANSMISSION SYSTEM**

I. In the Rules on the Operation of the Natural Gas Transmission System number: 01-02-2/44-1, adopted by the Assembly of “Transportgas Srbija” LLC Novi Sad on January 28, 2025 (hereinafter: the Rules), with the consent of the Energy Agency of the Republic of Serbia given by Decision of the Council of the Energy Agency of the Republic of Serbia number: 328/2023-D-01/13 dated January 30, 2025 (“Official Gazette of the RS”, number 12/25), the following amendments and supplements are made:

1. In the Rules, in the text of Chapters 1, 3, 6, 9, 10, 11, 12, 13, 14, 22, 23, and 24, wherever the term “Transport Agreement” is mentioned, the following words are added after the term “Transport Agreement” in every instance: “of natural gas.”.
2. In Chapter 10 – Payment Security Instrument, Method of Calculation and Payment, item 10.2.8. of the Rules is amended to read as follows:

 „10.2.8. In the event that promissory notes of the User are applied as a payment security instrument, the User is obliged to submit, for the Standard Capacity Product that they intend to contract, two (2) blank solo promissory notes with promissory authorizations in which the User authorizes the TSO (Transmission System Operator) to complete and present the promissory notes marked ‘without protest’ for enforced collection to settle its claims no later than 120 (one hundred twenty) days from the expiration of the last Standard Capacity Product that the User intends to contract. The TSO shall publish on its website the instruction related to promissory notes and an indicative text of the authorization

1. In Chapter 10 – Payment Security Instrument, Method of Calculation and Payment, the title of Section 10.4, as well as items 10.4.1, 10.4.2, 10.4.3, and 10.4.4 of the Rules are amended to read as follows::

„ **10.4. Available Amount for Contracting**

 10.4.1. The TSO calculates the available amount for contracting Standard Capacity Products for each User, separately for Interconnection Points and for Other Points, based on which the User may contract an appropriate quantity of the Standard Capacity Product at the Interconnection Points / Other Points, and this value is regularly updated according to changes in the parameters that affect it, in accordance with these Rules.

10.4.2.  The available amount of payment security instruments for contracting Standard Capacity Products is calculated separately for each Standard Capacity Product using the following formula:

**AAPSI = TPSI – TVPRC**

 Where:

 **AAPSI** represents the available amount of the payment security instrument for contracting Standard Capacity Products at Interconnection Points / Other Points;

 **TPSI** represents the amount of the Payment Security Instrument, which is equal to the sum of all Payment Security Instruments that the User has provided to the TSO for the Interconnection Points/Other Points, whose validity has not yet expired or which the TSO has not activated (reduced by the VAT amount for the payment security instruments provided by residents);

 **TVPRC** represents the total value of all previously reserved funds for Contracted Capacities at the Interconnection Points / Other Points, calculated in accordance with item 10.4.3 of these Rules.

10.4.3. The total value of all previously reserved funds for Contracted Capacities at the Interconnection Points / Other Points is calculated by summing the values obtained by multiplying the Price at which the User contracted each Standard Capacity Product (including those in accordance with Chapter 12 of these Rules), for which the transmission service has not yet commenced, or has not yet been completed, or has not yet been fully paid, with the quantity of that Standard Capacity Product contracted by the User (including those in accordance with Chapter 12 of these Rules), and reducing this by the services that have been completed and fully paid, according to those Standard Capacity Products as of the moment of calculation, as follows:

- For monthly, daily, and within-day Standard Capacity Products:

Value = (Price at which the Standard Capacity Product was contracted by the User multiplied by Quantity of that Standard Capacity Product contracted by the User and reduced by Transport Fee for that Standard Capacity Product paid up to the moment of calculation) multiplied by 110%;

* for quarterly Standard Capacity Products:

 Value = (Price at which the Standard Capacity Product was contracted by the User multiplied by Quantity of that Standard Capacity Product contracted by the User and reduced by Transport Fee for that Standard Capacity Product paid up to the moment of calculation) multiplied by 66.67%;

* for annual Standard Capacity Products:

 Value = (Price at which the Standard Capacity Product was contracted by the User multiplied by Quantity of that Standard Capacity Product contracted by the User and reduced by Transport Fee for that Standard Capacity Product paid up to the moment of calculation) multiplied by 25%.

 By Transportation Fee is meant the product of the Price and the contracted quantity of a certain Standard Capacity Product.**.**

10.4.4. The User is obliged to ensure that the value of the Payment Security Instruments provided to the TSO is such that it enables them to contract the required quantity of the corresponding Standard Capacity Product at the Price at which that Standard Capacity Product is offered, in accordance with Sections 11.5 and 11.6 of these rules.

 **The text of clause 10.4.5. of the Rules remains unchanged.**

1. In Chapter 10 – Payment Security Instrument, Calculation Method and Payment, in clause 10.5.12. of the Rules, at the beginning of the second sentence, the words: “For foreign Users” are replaced by the words: “For a User that is a foreign legal entity.”.

In the same chapter, clause 10.5.13. of the Rules is amended to read as follows:

„10.5.13. If the User fails to pay the invoice within the deadline, the TSO shall charge the User statutory default interest for each day of delay. The User is obliged to pay the TSO the interest within 8 (eight) days from the date of receipt of the interest invoice, in accordance with the regulations governing electronic invoicing, i.e., for Users that are foreign legal entities, from the date of receipt of the interest calculation sent by email by the TSO.”.

 In the same chapter, clause 10.5.15. of the Rules is amended to read as follows**:**

*„*10.5.15. If the TSO fails to pay the invoice within the deadline, the User shall charge the TSO statutory default interest for each day of delay. The TSO is obliged to pay the User the interest within 8 (eight) days from the date of receipt of the interest invoice, in accordance with the regulations governing electronic invoicing, or from the date of receipt of the interest calculation sent by email by the User who is a foreign legal entity.” .

1. In Chapter 11 – Capacity Allocation, clause 11.9.9. of the Rules is amended to read as follows:

„11.9.9. On the day the User receives the notification referred to in clause 11.9.1 of these Rules, it becomes an integral part of the Natural Gas Transportation Agreement, without the need for the TSO and the User to sign it, provided that the provision of the gas transportation service begins from the first Gas Day on which the User is entitled to deliver Gas for transportation or to take over Gas from transportation .”.

1. In Chapter 21 – Management in Case of System Disruption, in clause 21.2.1. of the Rules, fifth paragraph, the numbering "21.2.1.5.” before the words "suspends the Gas delivery. ” is deleted.
2. In Chapter 22 – Data Publication, in clause 22.6.1. of the Rules, after paragraph 14, a new paragraph 15 is added, which reads:

 “- Instruction regarding promissory notes and indicative text of the promissory note authorization in accordance with clause 10.2.8 of these Rules;”

 The current paragraphs 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31 in clause 22.6.1. of the Rules shall become paragraphs 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32.

1. In Chapter 25 – Transitional and Final Provisions, in clause 25.1. of the Rules, the words “in accordance with these rules” are deleted at the end of the text.
2. In Chapter 25 – Transitional and Final Provisions, clauses 25.2. and 25.3. of the Rules are amended to read as follows:

„25.2. Available monthly and daily capacities for Gas Year 2024/2025 are published, allocated, contracted, and their claims secured by the TSO under the conditions and in the manner established in the act that was applied until the date of adoption of these Rules.

 25.3. The contracted transportation services from clauses 25.1. and 25.2. of these Rules shall be performed in accordance with the act referred to in clause 25.2. of these Rules, no later than the end of the Gas Day on September 30, 2025.

1. In Chapter 25 – Transitional and Final Provisions, clause 25.4. of the Rules is supplemented by replacing the period at the end of the text with a semicolon and adding paragraph 6, which reads as follows:

 “- Intraday capacities, starting no later than from the Gas Year beginning on October 1, 2027.”.

1. In Chapter 25 – Transitional and Final Provisions, clauses 25.6. and 25.7. of the Rules are amended to read as follows:

“25.6. Starting from the Gas Year beginning on October 1, 2025, until the dates specified in clause 25.4. of these Rules for the deadlines when the publication and implementation of auctions via the RBP platform begin, the TSO, in accordance with the provisions of these Rules regulating access to the System and the use of transportation services at Other Points:

* within the prescribed deadlines publishes, proportionally allocates, and contracts Firm annual capacities, Firm monthly capacities, and Firm daily capacities at all Interconnection Points via the Operational platform, and
* provides conditions for secondary trading of contracted capacities at the Interconnection Points referred to in paragraph 1 of this clause via the Operational platform.

 25.7. Upon the entry into force of these Rules, the TSO, in accordance with these Rules and within the prescribed deadlines, shall publish, proportionally allocate, and contract available transportation capacities at Other Points via the Operational platform, namely:

* Firm annual capacities, starting from the Gas Year beginning on October 1, 2025;
* Firm monthly capacities and Firm daily capacities, starting from the Gas Year beginning on October 1, 2025;
* Firm quarterly capacities, starting no later than from the Gas Year beginning on October 1, 2027;
* Commercially firm (return) daily capacities, starting no later than from the Gas Year beginning on October 1, 2027, and
* Interruptible daily capacities, starting no later than from the Gas Year beginning on October 1, 2027. ”.
1. After Point 25.13 of the Rules, a new Point 25.14 is added, which reads as follows:

“25.14. The application of the provisions of these Rules relating to excessive nominations from Section 17.7 is postponed no later than until October 1, 2027. ”.

 The existing Points 25.14, 25.15, 25.16, and 25.17 of the Rules shall become Points 25.15, 25.16, 25.17, and 25.18.

1. In ANNEX 1 – MODEL NATURAL GAS TRANSPORT AGREEMENT, the text of the Model Agreement is amended and supplemented as follow:
* In Article 2.1 of the Model Agreement, at the beginning of the text, the words: “The Natural Gas Transport Agreement” shall be replaced with the words: “This Agreement”, while the rest of the text of Article 2.1 remains unchanged;
* After Article 6.4 of the Model Agreement, a new Article 6.5 shall be added, which reads as follows:

 “6.5. A blank solo promissory note registered in the Republic of Serbia, when submitted by the User as a Payment Security Instrument, must be submitted together with a promissory note authorization referring to the title and number of this Agreement and the date of its conclusion. ”;

* The existing Article 6.5 of the Model Agreement becomes Article 6.6, which is amended to read as follows:

 “6.6. A User who wishes to contract Standard capacity products only at Interconnection Points or only at Other Points is obliged to provide the TSO with at least one Payment Security Instrument, except in the case of promissory notes, when at least two (2) blank solo promissory notes registered in the Republic of Serbia must be provided, ”.

 The existing Articles 6.6 and 6.7 of the Model Agreement become Articles 6.7 and 6.8.

1. Upon obtaining the consent of the Energy Agency of the Republic of Serbia, this decision shall enter into force on the eighth day from the date of its publication on the website of “Transportgas Serbia” LLC. Novi Sad <https://www.transportgas-srbija.rs/>.

 **Chairman of the Assembly**

 **“Transportgas Serbia” LLC Novi Sad**

 **Nikola Popović**