

Market Participant:

Market Operator : ENERGY MARKETS OPERATOR COMPANY OF TURKEY (EPIAŞ)

This Natural Gas Futures Market Participation Agreement (“**Agreement**”) is executed by and between the Market Operator (EPIAŞ) and the License Holder legal entity (“**Market Participant**”) identified above applying to participate in the market, in order to satisfy the requirement under the VGP Legislation and other applicable legislation as defined under Article 14 of this Agreement. EPIAŞ and the Market Participant will hereinafter be collectively referred to as the “**Parties**”.

## 1. Purpose and Scope

- a. The purpose of this Agreement is to state the terms and conditions regarding the participation of the Market Participant to the relevant markets in accordance with the VGP Legislation and other applicable legislation, and the operating of the markets by EPIAŞ.
- b. This Agreement covers provisions regarding the obligations of the Parties arising under the VGP Legislation and other applicable legislation, notifications to be made to Market Participants via the Continuous Trade Platform (STP) as well as all payments to be made regarding collateral, default guarantee account and invoicing procedures that are to be performed pursuant to the said notifications.

## 2. General

- a. All terms used in this Agreement shall have the meanings attributed to them in the VGP Legislation and other applicable legislation.
- b. The Market Participant who signs the Agreement upon fulfilment of the conditions set forth under the VGP Legislation shall become entitled to participate to the Natural Gas Futures Market on the STP following the countersignature of the Agreement by EPIAŞ.
- c. The Market Participant shall sign the STP Participation Agreement and Standard Transportation Agreement (STS) prior to signing this Agreement.
- d. The Parties shall be deemed to have agreed to all provisions set forth under the VGP Legislation and other applicable legislation, and they undertake to comply with the said provisions.
- e. Each Party shall fulfil all of their duties arising under the VGP Legislation and other applicable legislation. Otherwise, the liability to be incurred with respect to breach of the said obligations shall lie with the Party who fully or partially fails to fulfil the same.
- f. As for transactions made via the STP, the date and time of the application server computers installed at the headquarters of EPIAŞ shall prevail.
- g. The Market Participant is responsible for keeping the transactional username and password confidential and it agrees in advance that it will be liable for all damages to be incurred due to failure to comply with such confidentiality obligation. EPIAŞ shall take necessary measures to ensure that

the temporary password provided to the Market Participant and the password to be designated by the participant upon changing the temporary password are not visible in any manner.

### 3. Obligations of the Parties

- a. The Market Participant shall accurately and completely submit to EPIAŞ those documents and information requested by EPIAŞ regarding its participation to the Natural Gas Futures Market and operation of the market.
- b. The Market Participant shall perform the registration procedures and submit the information and notifications requested within the scope of balancing and settlement via the STP within the time periods specified in the VGP legislation and other applicable legislation.
- c. The Market Participant shall timely notify EPIAŞ of the data to be designated within the scope of the Transparency Platform.
- d. The Market Participant shall timely submit all information and documents to be requested from it by EPIAŞ for the purposes of risk management and early detection of risks.
- e. The Market Participant shall timely submit all information and documents to be requested by EPIAŞ within the framework of assessment of financial risks.
- f. EPIAŞ shall carry out the activities regarding market operation, settlement and publication of data without discrimination among equal parties and within the framework of principles of transparency and responsibility.
- g. EPIAŞ shall prepare the information and statistics regarding the natural gas market and publish the same on its website and the Transparency Platform.
- h. The Market Participant shall make the notifications regarding orders submitted to the Natural Gas Futures Market and other information requested by EPIAŞ within the framework of applicable legislation through the STP, and undertakes that no action will be taken that may cause damage to the system during notification of orders and other transactions.
- i. Matches pertaining to orders placed by the Market Participant in the Natural Gas Futures Market shall oblige the Market Participant to physically supply or demand natural gas. The notifications regarding orders and matches shall primarily be made via the STP. In case of failure to make the aforesaid notifications via the STP, STP Breakdown and Maintenance Processes shall be applied within the scope of the VGP Legislation. The notifications made in such manner shall be accepted by EPIAŞ and processed accordingly.
- j. The Market Participant shall provide the necessary collaterals and default guarantee account contribution share amounts to be calculated in accordance with the VGP Legislation in order to cover the Natural Gas Futures Market risks. Otherwise, the relevant provisions of the VGP Legislation shall be applied. The Market participant shall submit the letters of guarantee to be submitted to EPIAŞ in the format designated by EPIAŞ.
- k. The Market Participant is required to contribute to the default guarantee account.

- l. If a Market Participant, to whom a call for collateral or default guarantee account contribution share is made, fails to provide the required amount within the time periods specified in the applicable legislation, the participant may not continue its activities within the the Natural Gas Futures Market. The Market Participant, who goes into default in the Natural Gas Futures Market, shall not be permitted to continue its activities within the scope of the VGP Legislation and other applicable legislation either in the Natural Gas Futures Market and other natural gas markets operated by EPIAŞ.
- m. The Market Participant, who goes into default within the scope of the Organized Natural Gas Wholesale Market Operating Procedures and Principles (PUE), shall not be permitted to continue its activities in the Natural Gas Futures Market.
- n. Open positions held by the Market Participant, who fails to fulfil its obligations regarding invoice, collateral and/or default guarantee account contribution share within the financial period specified in the VGP Legislation, shall be closed by EPIAŞ in accordance with the relevant provisions of the VGP Legislation. The Market Participant accepts and undertakes that EPIAŞ shall not be liable for additional costs and damages that may arise during the closing of the relevant positions by EPIAŞ within the scope of collateral management procedures defined under the VGP Legislation.
- o. Long and short positions held by the Market Participant, who fails to fulfil its obligations regarding invoice, collateral and/or default guarantee account contribution share within the framework of the VGP Legislation, for which the physical delivery period has commenced or will commence in the next day, shall be transferred to the transmission company and the relevant positions shall be closed by the Transmission Company. The Market Participant agrees and undertakes that EPIAŞ and/or the Tranmission Company shall not be liable for additional costs and damages that may arise during the closing of the relevant positions.
- p. The Market Participant agrees and undertakes that recourse may be made to its default guarantee account contribution share in accordance with the VGP Legislation, in case one or more of the other market participant(s) default within the framework of the applicable legislation.
- q. The Market Participant agrees and undertakes to replenish the default guarantee account contribution share to be requested from it in accordance with the VGP Legislation due to the use of the funds in its default guarantee account as a result of the default of other Market Participants.
- r. The Market Participant agrees and undertakes that, if the Market Participant goes into default within the framework of the VGP Legislation, recourse may be made to its collaterals in other natural gas markets operated by EPIAŞ, and its rights and receivables that have accrued or to accrue on account of EPIAŞ. The Market Participant agrees and undertakes that recourse may be made by EPIAŞ to its collaterals in the Natural Gas Futures Market, and its rights and receivables that have accrued or to accrue before EPIAŞ, in connection with its default in markets other than the Natural Gas Futures Market operated by EPIAŞ, such recourse to be made in accordance with the VGP Legislation and other applicable legislation.

- s. A Market Operating Fee shall be charged to the Market Participant regarding the services provided by EPIAŞ in accordance with the applicable legislation.
- t. EPIAŞ may suspend the Market Participant's access to the VGP and/or suspend transactions by the Market Participant, in case the Market Participant fails to remedy its transactions which are in breach of the VGP Legislation, the Market Participant ceases to satisfy market participation prerequisites, or as required by any legal condition, judicial decision, Energy Markets Regulatory Board Decision or a measure or restriction that is implemented in accordance with the decision of competent authorities that may affect the functioning of the Natural Gas Futures Market.
- u. Prior to signing this Agreement, the Market Participant shall sign the Central Settlement Institution – Participant Agreement with the Central Settlement Institution specified in accordance with the VGP Legislation regarding the payments to be made within the scope of the Natural Gas Futures Market and the transactions relating to collateral and default guarantee account contribution share management.

#### 4. Notifications

- a. The participant is obliged to keep its notification addresses and Registered Electronic Mail (KEP) addresses up-to-date on STP. The Market Participant shall give EPIAŞ at least three business days' prior written notice of a change in its notification address. If such notification is not made within the specified time period, the notifications made to the current last address shall be deemed valid.
- b. EPIAŞ shall not be held responsible if the electronic mails sent to the KEP address notified to EPIAŞ by the Market Participant during registration or later notified to EPIAŞ in writing fail to be delivered. In case of dispute, EPIAŞ's records shall prevail.
- c. Address change of EPIAŞ shall be notified through an announcement to be made on its institutional website.
- d. The settlement notifications to be made to the Market Participant shall be communicated by EPIAŞ via the STP.
- e. The invoice information announced on the STP shall be deemed to have been served as of the announcement date. Invoices shall be served in accordance with the provisions of the Notification Law No. 7201 in VGP breakdown and maintenance cases as specified under the VGP Legislation.
- f. The margin call to be made to the Market Participant shall be served by EPIAŞ via the STP and/or Central Settlement Institution screens within the time periods specified in the legislation. Objections to margin call made via the Central Settlement Institution screens does not eliminate the liability of the Market Participant.

#### 5. Invoicing and Payment

- a. Participant agrees and undertakes to comply with its financial obligations towards EPIAŞ in accordance with the VGP Legislation.

- b. EPIAŞ shall issue an invoice within the time periods specified in the VGP Legislation following the announcement date of the invoice-based settlement notifications. The Market Participant shall track the invoice-based settlement notifications via the STP. The Parties shall pay their debts specified in the invoices that are announced in accordance with the applicable legislation within the time periods specified in the VGP Legislation.
- c. The Market Participant shall issue an invoice within seven days from the announcement of the invoice-based settlement notifications by EPIAŞ via the STP and serve the same until the end of the month within which the notifications are made.
- d. EPIAŞ shall have the right of pledge, retention, and set off on the rights and obligations of the Participant accrued before EPIAŞ.
- e. Assets in the default guarantee account and the collaterals kept with by EPIAŞ and the Central Settlement Institution in relation to the markets operated by EPIAŞ or markets in which financial settlement and other financial transactions are carried out by EPIAŞ can not be used for purposes other than their intended use, attached, pledged, included in bankruptcy estates, be subject to injunctions, or be affected by the liquidation decisions of administrative authorities. Participant agrees, declares and undertakes that it may not establish pledge, attachment or injunction on the collaterals it has provided due to its transactions in the Natural Gas Futures Market or on the default guarantee account contribution shares in case of concordatum, bankruptcy or similar events. Otherwise, the assets that lose their collateral status shall not be taken into account in the calculation of the collateral and default guarantee account contribution share of the Market Participant.

#### 6. Termination of the Agreement

- a. This Agreement shall be effective so long as the STP Participation Agreement executed by and between EPIAŞ and the Market Participant remains in effect.
- b. This Agreement shall terminate in case the Market Participant or EPIAŞ request the termination thereof in writing; or this Agreement ceases to be subject to the Regulation; or if all licenses granted in accordance with the Law expire or are cancelled.
- c. The termination of the Agreement does not extinguish the payables and receivables that have accrued or to accrue before the Parties as of the termination date in relation to the previous period in accordance with the VGP Legislation and other applicable legislation.

#### 7. Dispute Resolution

- a. This Agreement shall be construed and executed in accordance with the laws of the Republic of Turkey. All disputes to arise out of this Agreement shall be subject to the jurisdiction of Istanbul Courts and Execution Offices.

#### 8. Assignment of Receivables and Movable Pledge

- a. The Market Participant may not assign its obligations to third parties in any manner. Assignment or pledge of rights and receivables before EPIAŞ shall be subject to the written approval of EPIAŞ and the conditions designated and announced by EPIAŞ within the framework of the applicable legislation.

#### 9. Confidentiality

- a. The Parties shall take necessary measures to keep confidential the commercially significant information that they acquire as a result of implementation of the applicable legislation or market activities or by other means, and they shall not disclose the same to third persons including their subsidiaries and/or shareholders.
- b. Article 9.a shall not apply where it is mandatory to disclose such information in accordance with a judicial authority's decision or legal requirement.

#### 10. Intellectual Property Rights

- a. Save for any agreement to the contrary, the owner of all intellectual property rights relating to the subject matter of this Agreement which are developed or created by the employees, authorized representatives or consultants of a Party until the termination of this Agreement shall be the respective Party.

#### 11. Amendment of the Agreement

- a. This Agreement may be amended only by way of execution of additional protocols between the Parties. Additional protocols shall become effective from the date of execution by the Parties (as is the case with this Agreement), and they shall be deemed an integral part of this Agreement.

#### 12. Waiver

- a. Unless the Parties waive their rights in writing, reasonable delays in exercising their rights arising under the applicable legislation and this Agreement shall not fully or partially cease such rights of the Parties and shall not be construed as a waiver of such rights. Partial exercise of a right shall not prevent the exercise of such right or other rights in the future.

#### 13. Validity of the Agreement in case of Partial Invalidity

- a. In case any provision of this Agreement is deemed to be invalid, ineffective, void, unenforceable or in breach of the legislation, this shall not fully or partially invalidate the remaining provisions of this Agreement.
- b. In case of discovery of an event which prevents the execution of this Agreement, the Agreement shall be deemed invalid within the framework of the Turkish Code of Obligations.

#### 14. Compliance with the Legislation

- a. The following definitions shall be ascribed to the following terms used in this Agreement:
  - i) VGP Legislation; The relevant provisions of the Natural Gas Market Law No. 4646, the relevant provisions of the Organized Natural Gas Wholesale Market Regulation, Natural Gas Futures Market Operating Procedures and Principles, Energy Market Regulatory Board Decisions regarding the operating of the VGP, and other regulations to be enacted by EPİAŞ.
  - ii) Applicable legislation; Laws, regulations, procedures and principles, communiqué, circulars, procedures, Energy Market Regulatory Board decisions regarding the natural gas market, license(s) owned by the relevant legal entities, actions and transactions under this agreement, and all relevant legislation that the Parties are subject to.
- b. The Parties agree, declare and undertake to comply with the VGP Legislation and other applicable legislation effective as at the execution date of this agreement as well as all amendments thereto, Energy Market Regulatory Board decisions and all procedures to be announced by EPİAŞ. The legislative amendments made following the effective date of this agreement shall be deemed an integral part of this agreement.

#### 15. Agreement Costs

- a. All taxes, duties and fees to accrue in connection with the execution of this Agreement shall be borne by the Market Participant.

#### 16. Governing Law

- a. The Agreement shall be governed by the laws of the Republic of Turkey.

#### 17. Conditions for Effectiveness

- a. A certified copy of this Agreement shall be delivered to the Participant upon request.
- b. This Agreement shall become effective as of the date of its execution by the Parties. This Agreement consists of 17 articles, and it is executed in one original at the “execution date” upon being fully read and understood by the authorized Signator(ies) of the Parties, and is kept by EPİAŞ.

Registration Period : .  
Signing Date : .

Participant's Representative  
Name-Surname and Signature

EPİAŞ's Representative  
Name-Surname and Signature