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Official Gazette dated 22/08/2004, numbered 25561

From the Energy Market Regulatory Authority:

BOARD DECISION

Decision No: 356/20

Decision Date: 17/08/2004

In the Energy Market Regulatory Board meeting dated 17 August 2004, it has been resolved to approve the attached "Principles Regarding BOTAS Transmission Network Operation Arrangements" and to publish these Principles in the Official Gazette.

PRINCIPLES REGARDING BOTAS TRANSMISSION NETWORK OPERATION ARRANGEMENTS

PART I
FUNDAMENTAL PRACTICES
SECTION A
INTRODUCTION

1. The Transmission Network Operation Principles, briefly the NOP, is a document prepared in accordance with the Natural Gas Market Law No. 4646 and the legislation based on this Law, in order to set out certain rights and obligations of the parties involved in the transportation of natural gas through the Transmission Network. The NOP consists of two parts and annexes, namely, Basic Practices and Operation Provisions, which also includes the definitions section.

2. The procedures and principles regarding the preparation, inspection, determination, approval, publication and revision of natural gas market activity tariffs are regulated by the Energy Market Regulatory Authority (EMRA). The price, terms and conditions regarding the transmission activity of BOTAŞ are included in the "BOTAŞ Transmission and Dispatch Control Tariff".

3. The NOP principally stipulates the handling of technical and operational issues related to the Transmission Network. Each Supplier or Export Company shall sign a "Standard Transportation Contract" (STC) with BOTAŞ (Transporter) for the transportation of natural gas. The STC shall also include special conditions and provisions regulating the rights and obligations of the Transporter and the Shipper in relation to the natural gas flow through the Transmission Network. The conditions regarding the delivery and/or receipt of natural gas by, and the execution of a Delivery Contract with, those acting on behalf of the Shipper shall also be included in the STA.

4. The NOP sets out the general and detailed rules and principles regulating introduction to the system, capacity allocation, shipment control and system balancing, Transport Amount Notification and Schedules, determination of measurement and transport amount, conditions of use, characteristics of the Transmission Network, daily operation and maintenance requirements and Spot Pipeline Gas Import Amount and Application Within the scope of the Procedures and Principles Regarding the Determination of the Procedures and Principles, excluding the entry points for liquefied natural gas (LNG) terminals in the Transmission Network, the amount of capacity earned within the framework of the spot natural gas import activity to be carried out through the pipeline for a period of one year or less within a calendar year The general and detailed exchange regulating the rights and obligations of the Transporter and the Shippers regarding the transmission service, including making reservations, and the obligations of the Market Operator to the Transporters and Shippers regarding the fulfillment of the duties assigned to him within the scope of the Organized Natural Gas Wholesales and principles are stated.

5. The NOP aims to create a clear, fair, transparent and non-discriminatory framework for Suppliers and Exporter Companies wishing to use the Transmission Network in accordance with the Relevant Legislation. In this context, the Transporter shall abide by the following principles and rules:

5.1 The natural gas transmission activities to be carried out by the Transporter shall be independent from the other activities of BOTAŞ, especially natural gas wholesale/import/export activities.

5.2 BOTAŞ shall charge the same transmission and shipping control fees for natural gas transmission to all Shippers as BOTAŞ will charge for its own wholesale/import/export activities.

6. The entry into force of and amendments to the NOP shall be subject to the approval of EMRA.

7. Upon the signing of an STC between the Transporter and any Shipper, this NOP shall constitute an integral part of the STC and be binding on the parties of the STC.

8. None of the provisions included in the NOP shall confer or be interpreted as conferring any rights to the End Users, who are customers of the Shipper, against the Transporter or to the Transporter against End Users.

SECTION B FUNDAMENTAL PRINCIPLES

The NOP has been prepared based on the following principles:

- 1.** Without discrimination between equal parties,
- 2.** Economical, efficient and safe management.

SECTION C OBLIGATIONS OF THE TRANSPORTER

1. The scope of the transporter's obligations regarding the transportation of Natural Gas through the Transmission Network is set out in detail in the Operational Provisions of the NOP. These obligations shall include the following:

- a) To receive the Natural Gas Amounts delivered by the Shipper at the Entry Point in accordance with the NOP and the STC and transporting them through the Transmission Network,
- b) To deliver the Natural Gas Amounts to the Shipper or the entities acting on behalf of the Shipper at the Exit Point in accordance with the NOP and the STA,
- c) To operate the Transmission Network fairly, transparently and without discrimination, in a manner expected from a reasonable and prudent operator,
- d) To ensure the provision of Internal Utilization Gas, Balancing Gas, and Transmission Network Stock within the framework of the provisions of the NOP,
- e) To ensure the performance of metering and calibration in accordance with the provisions of the NOP,
- f) To perform all system planning and Scheduled Maintenance activities, taking into consideration the interests of all Shippers, with due regard to efficient operation of the Transmission Network,
- g) To take all emergency measures to preserve the integrity of Transmission Network and determine the terms and conditions in relation thereto,
- h) To provide justifications for transactions such as orders, rejection of approval requests and applications,

1) To comply with the provisions of the Applicable Legislation.

2. The Transporter provides a Standard Service under the STA. The Standard Service covers the following services subject to the NOP and the Transmission and Dispatch Control Tariff:

a) The primary service of receiving the Natural Gas Amounts up to the Reserved Capacity at the Entry Point, transporting them to the Exit Point through instantaneous transfer, and rendering them ready for delivery at the Exit Point for off take in a manner not exhibiting a variable hourly profile,

b) The following ancillary services assisting in the performance of the primary service consists of:

i. Conducting the necessary measurements to determine the Daily Entry and the Daily Off Take,

ii. Making allocations between Shippers to determine the Daily Entry and the Daily Off Take,

iii. Issuance and the delivery to Shippers of the required invoices

iv. Providing dispatch control and system balancing services,

v. Determining the compliance of the Natural Gas at the Entry and Exit Points to the Gas Entry Provisions and the Quality Specifications annexed to the NOP,

vi. Making capacity reservations,

vii. Carrying out capacity transfer procedures due to changes in Suppliers,

viii. Issuing capacity registration documents,

ix. Managing Emergency Events, Difficult Days and Limited Capacity Days,

x. Carrying out the capacity transfer and capacity transfer operations.

3. In order to ensure the balance of the Transporter system, STP performs natural gas purchase/selling transactions as an Additional Balancer. Regarding the transactions to be performed in STP;

a) The Transporter, which has signed a Market Delivery Agreement with the Market Operator, carries out its activities in the STP in accordance with the provisions of the relevant legislation. The Transporter cooperates in accordance with the provisions of the Market Delivery Agreement for the settlement of the imbalances to be made by the Market Operator and shares the information and data determined within the context with the Market Operator.

b) The Transporter makes the necessary announcements for the transactions to be carried out at STP and indicates under which justification code has been made by the the Transporter for the relevant transactions.

c) Cooperates with the Market Operator to provide the electronic communication between STP and EBT which is required within the framework specified in the relevant legislation.

d) Shares the data needed by the Market Operator to manage and track the collateral obligations defined in the PUE with the Market Operator and provides the relevant users of the Market Operator to access the EBT.

e) Requests the Market Operator and Shipper to sign this protocol by preparing the Imbalance Settlement Protocol for the STS signed for the relevant Gas Year shall come into effect.

f) Make a daily demand forecast and transmission network stock forecast within the framework of the programs communicated to it before the gas day, and publish it in the EBT and forward it to the Market Operator to be announced in the STP.

g) Prepare and publish a 10 (ten) annual natural gas transmission capacity projection report on an annual basis until the end of June every year.

4. The Transporter provides the Shipper with an "Additional Service" under a separate contract and price, in addition to the Standard Service, upon request. The Additional Service consists of services such as training services for the use of the Electronic Bulletin Board (EBT).

SECTION D OBLIGATIONS OF THE MARKET OPERATOR

1. The Market Operator carries out the settlement management and data publishing activities left to Market Operator in the Organized Wholesale Natural Gas Market Regulation, without discrimination between equal parties, within the framework of the principles of transparency and responsibility.

2. The Market Operator, who has signed a Market Delivery Agreement with the Transporter, cooperates with the Transporter in accordance with the provisions of the relevant legislation in order to ensure the most efficient use of the Transmission system and STP in coordination.

3. In order to reconcile the imbalances created by the Shipper in the Transmission system, the Market Operator signs the Imbalance Settlement Protocol prepared by the Transporter.

4. The Market Operator carries out the activities of reconciling the imbalances, calculating the amounts of receivables and payables to be accrued, preparing the relevant receivables and payables, and performing the necessary collection and payment transactions on behalf of the Transporter, in accordance with the provisions of the relevant legislation, within the framework of the rules specified in the NOP and PUE.

5. Ensures that the information and data determined in accordance with the provisions of the relevant legislation regarding OTSP are transmitted to the Transporter.

6. Publishes the information, documents and reports submitted to it by the Transporter in accordance with the relevant legislation to be announced to the System Users in the STP.

7. Registers the Shippers with which Market Operator has signed the Imbalance Settlement Protocol to OTSP and establishes the necessary communication infrastructure to ensure that the information regarding these Shippers is notified to the Transporter via EBT.

SECTION E OBLIGATIONS OF SHIPPERS

The obligations of Shippers regarding the transportation of Natural Gas via the Transmission network are explained in detail in the Operational Provisions of NOP. These obligations shall cover the following:

- a) Delivering Natural Gas at any Entry Point on the condition that the Reserved Capacity is not exceeded, in accordance with the provisions of NOP and STC,
- b) Paying the transmission and dispatch control fees and other fees that may be incurred under the provisions of NOP,
- c) Receiving Natural Gas at any Exit Point in accordance with the provisions of NOP and STC, or ensure that such Natural Gas be received by entities acting on its behalf,
- d) In accordance with the NOP, notifying the natural gas transportation amount to the Transporter in line with the Reserved Capacity and Maximum Hourly Amount, and abiding by its Schedule,
- e) Balancing the amounts of entry to Transmission Network and off take from the Transmission Network within the day,
- f) Ensuring that any End User and/or other Third Party complies with the provisions of NOP and STC provisions,
- g) Complying the provisions of the Applicable Law,
- h) In case where a Transporter determines that an End User acts in a manner that seriously and adversely affects the Transmission Network, or any part of it, ensuring that such End User complies with the instructions given by the Transporter regarding this issue,
- i) To convey to the Transporter the statements regarding the End User Facilities, as well as the daily contract amounts for the facilities in the status of eligible consumers, for which transportation services are provided/will be provided by the Distribution Company, to the Transporter at the latest, the month before the relevant month,
- j) To submit to the Transporter on a monthly basis the statements containing the total daily contract amount on the basis of the facility for the electricity generation facilities to which natural gas is supplied/to be supplied by the Distribution Company to which natural gas is sold/to be sold by the Shipper, to the Transporter on a monthly basis, at the latest, the month before the relevant month,
- k) To submit to the Transporter on a monthly basis the statements containing the daily total contract amount regarding the total of the industrial facilities that the Distribution Company to which natural gas is sold/will be sold natural gas to/to be supplied/will be supplied by the Shipper and which have the communication system with the dispatch control center of the relevant Distribution Company, on a monthly basis, to the Transporter, at the latest, the month before the relevant month. ,
- l) To monitor that the points on the EBT for the relevant Gas Year within the scope of STS reflect the contracts in terms of Allocation rates and utilization area,
- m) To comply with the instructions to be given in case of any force Majeure of the Transporter, Limited Capacity Day, Operational Flow Measures, Difficult Day. Natural Gas extraction or entry etc. that may pose a danger to the system security,
- n) To reconcile the imbalances realized in the transmission system, to sign the Imbalance Settlement Protocol prepared by the Transporter with the Market Operator,
- o) In accordance with the Procedures and Principles Regarding the Determination of Spot Pipe Gas Import Amount and Application Method, license holders who are entitled to a capacity reservation for spot pipe gas imports at an import entry point are obliged to apply to the Transmission Company for a capacity reservation by complying with the provisions of the relevant legislation.

SECTION F

INFORMATION PERTAINING TO THE TRANSMISSION NETWORK

The Transmission Network shall be monitored and controlled from the Dispatch Control Center (Gas Control Center) in Yapracık/Ankara. The Gas Control Center shall provide services such as controlling the optimal operation of Transmission Network and ensuring continuity in Natural Gas flow.

Quick and efficient communication shall be ensured and the online infrastructure of the SCADA system (supervisory control and data acquisition system) shall be provided between the telecommunication systems, which the Transporter is entitled to operate, and the stations. Telecommunication systems shall consist of radio link systems and fiber optic systems.

The controlling and monitoring of the pipelines, fiscal metering stations, pressure reduction and metering stations, pig stations, line valves and compressor stations in the Transmission Network and ensuring their optimum operation, ensuring continuity in gas flow and securing the balance of Natural Gas supply and demand shall be performed with the use of the SCADA system at the Gas Control Center.

The pressure, temperature and flow information received from the stations are sent to the SCADA System computers, this information is evaluated and the physical balancing of the Transmission Network (system balancing) is ensured, and it is checked whether there are dangerous and critical situations. Remote line valves and pigging stations, unmanned stations are controlled by the Gas Control Center when necessary.

The pressure, temperature, flow and similar data collected from stations are conveyed to the computers of SCADA System. These data are evaluated by the system and the physical balance (system balance) of the Transmission Network is secured, while checking whether there is any dangerous or critical situation. Remote line valves and pig stations and unmanned stations are controlled via the Gas Control Center where it is necessary,

The EBT, which ensures electronic data exchange between the Transporter and Shippers, shall also be operated at the Gas Control Center.

The information about the Transporter's activities in the Natural Gas Transmission Network and the Gas Control Center shall be posted on the website of Transporter.

SECTION G

CONDITIONS OF APPLICATION FOR SYSTEM ENTRY PRIOR TO THE GAS YEAR

Prior to the Gas Year, those who will request a capacity reservation to enter the system will submit these requests to the Transporter between November 15th (included) and November 30th (included),^{12 3} As a result of these applications, an STS for 1 (one) year is signed to cover the new Gas Year period. This STS enters into force with the fulfillment of other conditions following the

¹ With the Decision of the Energy Market Regulatory Board dated 28/11/2018 and numbered 8216, the date of "30 November (inclusive)" has been changed to "17 December 2018 (inclusive)", only for the gas year 2019.

² With the Decision of the Energy Market Regulatory Board dated 21/11/2019 and numbered 8943, it was decided to apply the date of "30 November" as "17 December", only for 2020 applications.

³ With the Decision of the Energy Market Regulatory Board dated 12/11/2020 and numbered 9698 it was decided to change, as "1 December (inclusive) - 11 December (inclusive)", only for the applications of "15 November (inclusive)-30 November (inclusive)"

notification to be made to the Transporter by the Market Operator, upon signing of the Protocol for Settlement of Imbalances between the Transporter, Market Operator and Shipper. The Transporter shall publish the Maximum Separable Capacities and Gas Utilization Thresholds for the next Gas Year for the Entry/Exit Points specified below, on the EBT no later than November 14th.

Those, who will have capacity reservation requests for the system entry prior to the Gas Year, should submit their requests to the Transporter between September 16th (included) and October 1st (not included). These requests shall be concluded with an award of STC for the duration of 1 year covering the new Gas Year. The Transporter shall announce Maximum Allocatable Capacities to be allocated regarding the next Gas Year for Entry/Exit Points mentioned below on the EBT on September 15th.

- Entry Points
- Export Exit Points
- Other Primary Exit Points

The Transporter shall also publish each Secondary Exit Point and the permissible Maximum Hourly Off Take Amounts and the maximum Daily Off Take Amounts and Gas Utilization Thresholds for each Secondary Exit Point.

Those who will request a capacity reservation to transport Natural Gas from any Entry Point to any Exit Point must hold at least one of the import, export or wholesale licenses. In applications, a copy of this license and the following information and documents will be submitted to the Transporter:

a) The date envisaged for the first entry of the natural gas to be transported into the Transmission Network, and the annual amount envisaged to be transported in each Gas Year within this period, for a 5-year period starting from this date,

b) Entry and Exit Points of the natural gas to be transported to the Transmission Network, the capacities demanded for these points and the monthly distribution of the annual amounts to enter and off take from these points,

c) Minimum Delivery Pressure requested for each Exit Point and the minimum delivery temperature for Primary Exit Points whose ownership and operating responsibility belongs to the Transporter.

Natural gas import license holders and Generation Companies holding wholesale licenses shall submit the following information and documents in addition to the above:

d) The temperature and pressure range at the Entry Point where the natural gas to be transported will enter the Transmission Network,

e) The quality specification of the natural gas to be delivered to the Transporter at the Entry Point (the completed version of the Quality Specification form given in the NOP annex (Annex-1) for this gas (minimum and maximum values will be specified)).

The following information and documents will also be included in the information and documents to be submitted by the Import and Export license holders:

f) Provisions regarding natural gas flow in import and export agreements for the supply of Natural Gas and, if any, the contract or agreement of intent with the Overseas Operator,

g) The daily delivery amount (DCQ) specified in import and export agreements for the supply of natural gas.

The information and documents in subparagraphs (a) and (b) are requested for the duration of the qualified capacity within the scope of the Procedures and Principles Regarding the Determination of Spot Pipe Gas Import Activity and Application Method.

Applicants shall submit the Temporary Letter of Guarantee, a copy of which is published on the EBT and Transporter's website, together with other documents. The Temporary Letter of Guarantee shall be at least 90 days and its value shall not be less than the 15-day price to be calculated in line with the transmission capacity prices valid for the current Gas Year of the requested capacities.

The Transporter responds to the requests of the applicants who submit the above-mentioned information and documents within seven (7) days from the application deadline. The Transporter will evaluate the application by taking into account the principles set forth in Part II-Part 2, and in case of rejection of the request, the Transporter will notify the applicant of the reasons for rejection and the Temporary Letter of Guarantee will be returned to the applicant within 5 working days.

In case the application is considered completely positive, the applicant is invited to sign the STS. The applicant is obliged to sign the STS within 7 days⁴⁵⁶ following the notification of this invitation. Otherwise, the applicant's Provisional Letter of Guarantee shall be deemed as income by the Transporter.

Although other conditions are deemed appropriate, if the applicant's capacity reservation request is partially positive, the applicant shall be notified and requested to sign an STS within 7 days⁷ (to be prepared in line with the request that can be met). If the applicant does not agree to sign STS under these conditions, the Temporary Letter of Guarantee shall be returned to the applicant within 5 working days, following the notification the applicant will make to the Transporter.

It is required to give the Letter of Guarantee to the Transporter, 20% (twenty percent) of the annual amount to be calculated in line with the transmission capacity fee valid in the current Gas Year's Tariff for the Reserved Capacity to be allocated at the Entry and Primary Exit Points for the Gas Year that will begin (1 January-31 December) at the stage of signing the STS of the applicant.

The guarantee fees for the reserved capacity amounts within the scope of the Procedures and Principles Regarding the Determination of Spot Pipe Gas Import Amount and Application Method are calculated as follows;

- For Annual Spot Pipe Gas Import Capacity Product Guarantee, it is required to submit a Final Letter of Guarantee of 20% (twenty percent) of the annual amount of the capacity subject to the annual spot pipe gas import to the Transporter or deposit the cash amount to the Transporter's account before the relevant period starts.

- For Quarterly Spot Pipe Gas Import Capacity Product Guarantee, the capacity amount subject to quarterly spot pipe gas imports must be submitted to the Transporter with a Final Letter

⁴ With the Decision of the Energy Market Regulatory Board dated 28/11/2018 and numbered 8216, the expression "7 days" was changed to "4 days" for the gas year 2019.

⁵ With the Decision of the Energy Market Regulatory Board dated 21/11/2019 and numbered 8943, it was decided to apply the expression "7 (seven) days" as "4 (four) days" for 2020 applications.

⁶ With the Decision of the Energy Market Regulatory Board dated 12/11/2020 and numbered 9698, it has been decided to change the expression "7 (seven) days" to "4 (four) days" for 2021 applications.

⁷ With the Decision of the Energy Market Regulatory Board dated 28/11/2018 and numbered 8216, the expression "7 days" was changed to "4 days" for the gas year 2019.

of Guarantee worth 75 days of the daily capacity price or the cash amount must be deposited into the Transporter's account before the start of the relevant period.

- For Monthly Spot Pipe Gas Import Capacity Product Guarantee, it is required to give the Final Letter of Guarantee worth the monthly price of the capacity amount subject to the monthly spot pipe gas import to the Transporter or deposit the cash amount to the Transporter's account before the relevant period starts.

- For Daily Spot Pipe Gas Import Capacity Product Guarantee, The cash amount equivalent to the cost of the capacity amount subject to the daily spot pipe import must be deposited into the Transporter's account before the start of the relevant gas day.

- For Intraday Spot Pipe Gas Import Capacity Product Coverage, the cash amount equal to the value of the capacity amount subject to the daily spot pipe import within the gas day must be deposited into the account of the Transporter within the relevant gas day.

The Performance Bond shall be obtained from a bank in Turkey, and shall be issued indefinitely and payable immediately upon the request of the Transporter. The Final Letter of Guarantee can be converted into cash for the amount (including interest) corresponding to the unpaid amount in case of non-payment of the monthly invoices to be issued by the Transporter to the Shippers, and in such cases the Standard Service obligation of the Transporter will not continue unless the Shipper issues a new Final Letter of Guarantee. In case the Shippers who make STS unilaterally terminate the STS early, the Final Letters of Guarantee shall be converted into cash by the Transporter and the income shall be recorded. If the Shipper, whose license is revoked for any reason, no longer has any obligations under STS, the STS shall be terminated and the Final Letter of Guarantee shall be returned to the relevant Shipper.

The text of the Standard Contract of Carriage (STS) shall be published on the Transporter's website.

After the STSs are signed between the Shippers and the Transporter for the New Gas Year and the capacity registration certificates are given to the Shippers, the Transporter publishes the reserved capacities and Idle Capacities for the new Gas Year in the EBT on 15 December^{8 910} at the latest. For reservation requests with a duration of less than one year for Idle Capacity after December 15, the details detailed in Section H below will be applied.

In order avoid any doubt, one-year reservation requests for the Idle Capacities published by the Transporter for the new Gas Year will be evaluated according to the terms of Section G, will not be considered as an Idle Capacity application and the coefficients within the scope of Section 2.1.4 will not be applied.

SECTION H

CONDITIONS OF APPLICATION FOR SYSTEM ENTRY DURING THE GAS YEAR

⁸ With the Decision of the Energy Market Regulatory Board dated 28/11/2018 and numbered 8216, the expression "15 December" was changed to "25 December" for the gas year 2019.

⁹ With the Decision of the Energy Market Regulatory Board dated 21/11/2019 and numbered 8943, it has been decided to apply the date of "December 15" to "December 26" for 2020 applications.

¹⁰ With the Decision of the Energy Market Regulatory Board dated 12/11/2020 and numbered 9698, it has been decided to change the date of "15 December" to "21 December" for 2021 applications.

The Transporter constantly announces all Entry and Primary Exit Points, the current allocated capacities at these points, Idle Capacities and Secondary Exit Points connected to the Primary Exit Points on the EBT and on its website.

Applicants who will request a capacity reservation for at least one Month in the current Gas Year and who have not signed the STS valid for the current Gas Year, able to apply to each Entry and Primary Exit Point where they request a capacity reservation with the information and documents specified in Section G will present the capacity reservation requested for the Transporter with the start and end dates. These applications shall be answered by the Transporter within 5 days and the procedure specified in Section G is followed to sign the STS. The value of the Performance Bond shall not be less than the 60-day value of the reserved capacities, which will be calculated on the basis of the transmission capacity price valid at the date of application, and shall be prepared in accordance with the other conditions specified in Section G. In the price calculations for the capacities reserved in this way, the coefficients specified in Section II, Section 2.1.4 shall not be applied if the reservation is made until the end of the current Gas Year.

Applications of Shippers who have already signed an STS for Idle Capacities announced by the Transporter are answered by the Transporter within three (3) Workdays. In these applications of the shippers, the start and end dates of the capacity reservation requested for each Entry and Primary Exit Point for which they request a capacity reservation are also included. For the capacities reserved in this way, the coefficients specified in Part II, Section 2.1.4 are applied, except for the case specified in the second paragraph of 2.1.4.

If a new Entry or Exit Point is put into operation during the Gas Year, these points and the MAKs related to these points are published on the EBT and on the website. For reservations to be made at these points, the coefficients specified in Section II, Section 2.1.4 do not apply.

SECTION I

CONDITIONS OF SYSTEM ENTRY APPLICATION FOR CONNECTION TO TRANSMISSION NETWORK

Applicants who wish to purchase Natural Gas from any Exit Point by connecting to the Transmission Network shall submit the following information and documents to the Transporter;

a) Hourly, Daily minimum and maximum Amounts of Natural Gas to be purchased, and annual purchase Amounts for a five-year period (on a monthly basis),

b) Bringing a letter from the relevant Supplier certifying the existence of a natural gas purchase-sale agreement or a contract of intent with the Supplier,

c) The pressure and temperature range requested at the Exit Point where the Natural Gas will be taken from the Transmission Network,

d) For Distribution Companies, possible locations of connection points to the Transmission Network and city entrance stations,

The following information and documents will also be included in the information and documents to be submitted by other End Users

e) Purpose of use of Natural Gas (electricity generation, process, heating, etc.),

f) The scheme showing the address and location of the facility where the Natural Gas will be used and to which the connection will be made from the Transmission Network, whether it is located within the borders of the municipality or the adjacent area.

The Transporter responds to the requests of the applicants who submit the above-mentioned information and documents within thirty (30) days from the date of application. If the Transporter rejects the request, it notifies the applicant of the reasons for the rejection. In case the application is evaluated positively, the applicant is informed about the procedure to be followed from now on, including if approval from the Board is required for the connection to be made.

In order for the applicant to receive Natural Gas, the pressure reducing and measuring station related to the Exit Point to be established and the pipeline from the point to which the connection is made from the Transmission Network to the inlet of the inlet valve of the station shall be made by the applicant at his own expense. In case the hot tap operation is performed by the Transporter for the point to which the connection is made from the Transmission Network for the applicant, the applicant shall also pay the cost of the hot tap operation to the Transporter. The cost of the investments regarding the connection of the Distribution Network to the Transmission Network may be fully covered by the Transporter or jointly by the relevant Distribution Company and the Transporter. The parties of the Connection Contract are obliged to fulfill their obligations regarding the connection within twelve months from the signing of the Connection Contract and to realize the connection. Testing and control of the pipeline and/or station is done by the Transporter. After the completion of these facilities and the activation of the new Exit Point with the start of the Natural Gas supply, the ownership of the pipeline shall be transferred to the Transporter. The Transporter is responsible for the operation, maintenance, repair and improvement of the pipeline. In the case of connecting new End Users through this pipeline, new end users are required to pay a participation fee to the End User who has assumed the cost of the pipeline. The Transporter takes into account the station capacities of the End Users proportionally in determining the participation fees.

In order to activate a new Exit Point where Natural Gas is supplied to end users;

- (i)** Pipeline and pressure reducing and measuring station ready for operation,
- (ii)** Except for Distribution Companies, the project and construction conformity control of the End User's internal installation has been approved by the Transporter in accordance with the Natural Gas Market Internal Installation Regulation,
- (iii)** Notification to the Transporter that the Supplier issuing the document specified in subparagraph (b) of the application documents will start giving gas is necessary.

Even if the cost of the station established to supply gas to the End User is undertaken by the End User, the ownership and responsibility for the operation, maintenance, repair and improvement of such a station rests with the Transporter. The ownership and operation, maintenance, repair and improvement responsibility of the station established to supply gas to the Distribution Companies belong to the Distribution Companies. However, the Transporter has the right to access and control the Measuring Equipment at all stations related to the Exit Points, regardless of whether it has operating and ownership rights.

In the event that the stations established to provide gas supply to the End User remain within the borders of a distribution region, the ownership and operation of these stations is transferred to

the relevant Distribution Company. In this case, necessary changes are made in the STS signed by the Transporter with the relevant Shipper and the Transporter updates the Primary Exit Points and Secondary Exit Points published on the EBT and its website.

A type of Connection Contract text for End Users is published by the Transporter on its website.

The Transporter responds to the applications of Storage Companies, Generation Companies and other Transmission Companies for connection to the Transmission Network, within 30 days from the date of application. The connection of the facilities of the Storage Facilities and Transmission Companies and the collection lines to the Transmission Network shall be made in accordance with the Connection Agreements to be concluded between the Transporter and the Storage Company or the Transmission Company or the Generation Company. The parties of the Connection Agreement are obliged to fulfill their obligations regarding the connection within twelve months from the signing of the Connection Agreement and to realize the connection.

SECTION J SYSTEM ENTRY DISPUTES

In case of rejection of a system entry request and system entry disputes, Article 8 of the Law and Article 33 of the Natural Gas Market Licensing Regulation shall apply.

TRANSMISSION NETWORK OPERATION PRINCIPLES

PART II

OPERATIONAL PROVISIONS

SECTION 1

DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this NOP, the following terms, when capitalized, shall have the following meanings:

“Emergency Event” refers to an event specified in Article 14.2;

“Emergency Event Measures” refers to the necessary measures to prevent the Emergency Event, to reduce the possibility of its occurrence, to be able to overcome or control it, to destroy or reduce the damages it causes, to restore the Natural Gas flow and normal operation in the Transmission Network;

¹¹“Flow Computer” refers to the equipment that determines the flow amount by using the pressure, differential pressure, flow rate, temperature and gas analysis data, which are equipped in the Measurement Lines and determined in these lines to determine the flow amount of the natural gas delivered.

“Flow Amount” refers to the instantaneous Natural Gas flow amount;

¹² “Primary Exit Point” refers to (i) the station exit valve for the Natural Gas Stations, which are directly connected to the Main Transmission Network and where pressure reduction and measurement functions are performed, for those owned and operated by the Transporter and it

¹¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 9 March 2016 and numbered 29648.

¹² Amended pursuant to the EMRA Decision published in the Official Gazette dated 25 October 2008 and numbered 27035.

refers to the insulating flange (ii) Export Exit Point on the inlet side of the station inlet valve, for those not owned by the Transporter,

“Main Transmission Network” refers to pipelines in the Transmission Network with a maximum operational pressure of 75 Bars or above;

“Interim Period” refers to the Days of April, September and October;

¹³“Minimum Hourly Off Take Amount” or “Qmin” refers to the minimum hourly amount at which the Measuring Equipment equipped in the Measuring Station can measure without exceeding the error tolerance within the standards;

“Minimum Delivery Pressure” refers to the minimum Natural Gas pressure that the Transporter is responsible for maintaining for each Exit Point, as specified in the STA;

“Idle Capacity” refers to the available capacity remaining after the Transporter's capacity sales

“Month” refers to the period starting at 08.00 on the first day of any calendar month and ending at 08.00 on the first day of the following calendar month, based on which the term Monthly is interpreted;

¹⁴“Monthly Spot Pipe Gas Import Capacity Product” refers to the capacity entitled for all gas days in a month from the first gas day of each month to the first gas day of the next month, for the monthly amount subject to spot pipe gas imports,

¹⁵“Maximum Hourly Off Take Amount” or “Qmax” refers to the maximum hourly amount that the Measurement Equipment equipped in the Measurement Station can measure without exceeding the error tolerance within the standards;

“Maximum Hourly Amount,” “ASM” in short, refers to the maximum Natural Gas Amount to be delivered at an Exit Point at any time during the Day by the Shipper, determined in accordance with the Reserved Capacity of the Shipper at that Exit Point and specified in the STS;

“Maximum Hourly Amount (MHQ)” refers to the maximum Natural Gas Amount determined on the basis of the Shipper's Reserved Capacity at an Exit Point, as specified in the STC, and to be received at that Exit Point any time in a Day;

¹⁶“Connected System” refers to foreign transmission systems connected to the Transmission Network at the Entry or Exit Points of imported or exported Natural Gas, transmission systems connected to the Transmission Network in Turkey and operated by a Transmission Company, Transit Pipelines operated under an intergovernmental agreement and collection lines operated by a generation company and Storage Facilities operated by Storage Companies;

“Connection Contract” refers to the contract executed between the Transporter and entities wishing to connect to the Transmission Network, for connection to the Transmission Network;

¹⁷“Connection Agreement” refers to the Connection Contract executed between the Transporter and either the Storage Company or the Transmission Company;

“Connected System Delivery Contract” refers to the Delivery Contract executed between the Transporter and either the Foreign Operator, the Transmission Company operating the Connected System, the Storage Company or the Generation Company;

“Maintenance” refers to the maintenance, repair, control, connection or renovation of any part of the Transmission Network, as well as preparatory work for such activities or all necessary works for the re-commissioning any part of the Transmission System following such activities;

¹³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 9 March 2016 and numbered 29648.

¹⁴ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 14 December 2019 and numbered 30978.

¹⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 9 March 2016 and numbered 29648.

¹⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 10 August 2017 and numbered 30155.

¹⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 15 November 2010 and numbered 27760.

"Maintenance Days" refers to the Days when the Transporter can reduce the Natural Gas Amounts received and delivered in the part of the Transmission Network that may be subject to Maintenance due to Scheduled Maintenance (up to zero when necessary);

"Maintenance Program" refers the Maintenance program prepared by the Transporter for each Gas Year;

"Bar" refers to the pressure unit equivalent to 100k Pascal;

"BOTAŞ Transmission and Dispatch Control Tariff" or shortly "Tariff" refers the regulations determined pursuant to the "Natural Gas Market Tariffs Regulation", which include prices, terms and conditions of the transmission of Natural Gas by BOTAŞ and related services;

¹⁸"Off take Amount" refers to the amount of natural gas off taken by the End User and recorded in the Measurement Line;

¹⁹"Quarter Spot Pipe Gas Import Capacity Product" refers to the capacity entitled for all gas days starting from 1 January, 1 April, 1 July, 1 October until the start date of the next quarter, for the amount subject to the spot pipe gas import on a quarterly basis;

"Exit Point" refers to the point at which the Natural Gas exits from the Transmission Network and is received from the Transporter, as detailed in Article 6.1.2.

"Multiple Exit Point" refers to the Exit Point where capacity allocation is made for multiple Shippers;

"Multiple Entry Point" refers to the Entry Point where capacity allocation is made for multiple Shippers;

"Distribution Company" refers to the legal entity carrying out the distribution of Natural Gas and its transmission via the regional gas pipeline network in a designated city;

"Internal Utilization Gas" refers to the Natural Gas specified in Article 4.1;

"Internal Utilization Gas Costs" refers to all costs of the Transporter pertaining to the purchase of the Internal Utilization Gas, including shipping costs;

"Internal Utilization Gas Agreements" refers to the agreements executed by the Transporter for the procurement of Internal Utilization Gas;

²⁰"Balancing Gas" refers to the Natural Gas purchased or sold in accordance with Article 4.2 through the instructions to be given to the Shipping Supplier by the Transporter in order to ensure system balance for the purpose of ensuring the reliable and efficient operation of the Transmission Network;

"Balancing Gas Contract" refers to the agreements executed between the Transporter and any Supplier for the purchase of Balancing Gas;

²¹"Balancing Gas Purchase Price" in short, "DGAF" refers to the Balancing Gas purchase price to be used in the imbalance calculations of the shipper in case the relevant shipper's imbalance is

²²"Balancing Gas Sales Price" in short, "DGSF" refers to the Balancing Gas sales price to be used in the imbalance calculations of the shipper in case the relevant shipper's imbalance is positive;

²³"Imbalance Settlement Protocol" in short, "DUP" refers to the protocol signed as a trio between the Shipper, the Transporter and the Market Operator, covering the settlement of the

¹⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 9 March 2016 and numbered 29648.

¹⁹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 12 December 2019 and numbered 30978.

²⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²² Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

imbalances, the management of the collaterals regarding the imbalances, the making and monitoring of the payments for the settlement of the imbalances and other financial issues;

“Storage Company” refers to the legal entity authorized to carry out Natural Gas storage activities;

“Storage Facility” refers to the facility owned or operated by a legal entity for the storage of Natural Gas in the form of LNG or gas, excluding facilities used for production;

“Other Party” refers to the party or parties that are not directly affected by a Force Majeure event but are affected by the inability of the Affected Party to fulfill its obligations;

“Natural Gas” refers to all natural hydrocarbons extracted or extractable from the ground in gaseous state, as well as other liquefied, compressed and other physically processed states of such gases after being subjected to various treatments for sale on the market (excluding Liquefied Petroleum Gas - LPG);

“Natural Gas Market Law”, shortly “Law”, refers to the Law No. 4646 dated 18 April 2001;

²⁴“Unadjusted Value (m³)” refers to the amount of gas under operating conditions recorded only from the numerator on the meter at certain time intervals;

²⁵“Corrected Value (Std^m)” refers to the Uncorrected Value from the Meter or the dP value from the Orificemeter, and the pressure, temperature value measured in the field, and the values from the gas chromatograph, if any, and the gas amount in Std^m, calculated under reference conditions (15C°, 1.01325 bar) with the values in the flow computer's memory;

²⁶“Regulation Fees” refers to the fees to be paid by the Shipper pursuant to Article 3.3.4;

²⁷“Regulated Tolerance” refers to the tolerances specified in Article 3.3.4;

“Additional Service” refers to services to be provided by the Transporter to the Shipper under a separate agreement to be signed upon the request of a Shipper constituting a supplement to the Standard Service;

²⁸“Electronic Bulletin Board” in short, “EBT” refers to the electronic notice board, which was established for the parties operating in the Natural Gas market to follow the market movements, operated by the Transporter and published on <https://ebt.botas.gov.tr>;

²⁹“EBT Failure Procedure” refers to the guide prepared by the Transporter and published on the Transporter's website, which describes how to undertake communications and notifications in cases where the Electronic Bulletin Board is not functional, in a way that does not contradict the NOP and the relevant legislation;

“EMRA”, refers to the Energy Market Regulatory Authority;

“Affected Party” refers to the party that is unable to fulfill its obligations due to a Force Majeure event;

“G+1” refers to the Day following the Day;

³⁰“G+2” refers to the second Day following the Day;

³¹“G+3” refers to the third Day following the Day;

³²“G+4” refers to the fourth Day following the Day;

“G+5” refers to the fifth Day following the Day;

²⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 9 March 2016 and numbered 29648.

²⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 13 March 2015 and numbered 29294.

²⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 13 March 2015 and numbered 29294.

³⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 28 November 2007 and numbered 26714.

³¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 28 November 2007 and numbered 26714.

³² Amended pursuant to the EMRA Decision published in the Official Gazette dated 28 November 2007 and numbered 26714.

"G+6" refers to the sixth Day following the Day;

"G-1" refers to the Day before the Day;

³³"G-2" refers to the second Day before the Day;

"G-7" refers to the seventh Day before the Day;

"Gas Exit Provisions" refers to the provisions specified in Article 6.7;

"Gas Entry Provisions" refers to the provisions specified within the scope of Article 5.2.1;

"Gas Usage Threshold" refers to the daily minimum Natural Gas Amount that is foreseen to be off taken at the Primary Exit Point and the Secondary Exit Point;

"Gas Year" refers to the period starting at 08:00 on 1 January and ending at 08:00 on the next 1 January;

"Temporary Letter of Guarantee" refers to the letter of guarantee that Shippers are obliged to present to the Transporter with the application, a copy of which is published on the EBT and the Transporter's website, who will request a capacity reservation before the Gas Year to sign a STS of 1 (one) Year, or who will make a reservation request for the Inactive Capacities in the Gas Year for the first time;

³⁴"Justification Code" refers to the reference number indicating the reason for entry, in case the Transporter enters the OTSP as an Additional Balancer or in accordance with the other cases specified in the NOP;

³⁵"Entry Point" refers to the point where the Natural Gas enters the Transmission Network from the Connected System and is delivered to the Transporter;

"Entry Point Measurement Provisions" refers to the provisions specified in subparagraph 5.2.1;

"Confidential Information" refers to the information specified in Article 17.1;

"Day" (or System Day), shortly D, refers to the period starting at 08.00 on any day and ending at 08.00 on the following day;

³⁶"Intraday Spot Pipe Gas Import Capacity Product" refers to the capacity earned for the said gas day within the relevant gas day, for the amount subject to Spot pipe gas import during the day;

"Daily Off Take" refers to the Natural Gas Volume off taken by the Shipper at an Exit Point, determined pursuant to the NOP;

"Daily Imbalance" refers to the imbalances calculated in accordance with Article 3.3.1.1;

"Daily Imbalance Fee" refers to the fee to be paid by the Shipper in relation to the Daily Imbalance pursuant to Article 3.3.1;

"Daily Entry" refers to the Natural Gas Volume entered by the Shipper at an Entry Point, determined pursuant to the NOP;

³⁷"Daily Reference Price" in short, "GRF" refers to the daily Natural Gas price/prices calculated within the framework of the principles determined in the PUE, based on the prices of the finalized matches and the delivery date;

³⁸"Daily Spot Pipe Gas Import Capacity Product" refers to the capacity entitled for a single gas day prior to the relevant gas day for the amount subject to the daily spot pipe gas import;

³³ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 28 November 2007 and numbered 26714.

³⁴ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

³⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 28 November 2007 and numbered 26714.

³⁶ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 12 December 2019 and numbered 30978.

³⁷ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

³⁸ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 12 December 2019 and numbered 30978.

³⁹"Daily Allocation" refers to the Natural Gas Amount of the relevant Gas Day allocated to Shippers from all Entry and Exit Points subject to TMB, before final adjustments to the allocation in accordance with NOP;

⁴⁰"GÜŞİM" refers to the daily amount that may be subject to spot pipe gas import for the Spot Pipe Gas Import Entry Point;

"Unaccountable Gas" refers to Natural Gas that is lost from any part of the Transmission Network or cannot be accounted for in any other way due to the tolerance limits of the measuring equipment;

"Service Interruption Fee" refers to the price to be paid by the Transporter pursuant to Article 3.4;

⁴¹"Export Exit Point" refers to the point where the Natural Gas is delivered to a Connected System abroad by the Transporter;

"Exporter Company" refers to the legal entity that markets the gas that it purchases from the Generation Company and Wholesale Companies or Importer Companies abroad;

⁴²"Additional Balancer" refers to the Transporter as a Market Participant in the event that it enters the OTSP in order to ensure the physical balance of the Transmission Network pursuant to NOP;

⁴³"Additional Balancer Price" in short, "İDF" refers to the price formed within the framework of the rules set in NOP when the Transporter trades in STP as an Additional Balancer;

⁴⁴"Additional Balancing Purchase Price" in short, "IDAF" refers to the weighted average price of the Transporter's finalized buy-side matches in the STP as the Additional Balancer for the relevant G day;

⁴⁵"Additional Balancing Sales Price" in short "IDSF" refers to the weighted average price of the Transporter's finalized sales-side matches in the STP as the Additional Balancer for the relevant G day;

"Transmission Network" refers to the Natural Gas pipeline network and related facilities owned and operated by BOTAS, used for the transportation of Natural Gas;

⁴⁶"Transmission Network Minimum Stock" refers to the minimum Natural Gas Amount that needs to be kept in the Transmission Network in order to ensure the physical balance of the Transmission network and to operate it reliably;

"Principles Regarding Transmission Network Operation Arrangements", in short "NOP" refers to the implementation principles (including the possible amendments and additions) prepared by BOTAS in accordance with the "Natural Gas Market Transmission Network Operation Regulation" regulating the relations between BOTAS and Shippers regarding the transmission service;

"Transmission Network Stock" refers to the amount of Natural Gas in the Transmission Network;

"Transmission Company" refers to the legal entity performing transmission activities;

"Related Legislation" refers to the Law, regulation, communiqué, circular, Board decisions regarding the Natural Gas market and the license or licenses held by the relating legal entity;

³⁹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁴⁰ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 12 December 2019 and numbered 30978.

⁴¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 25 October 2008 and numbered 27035.

⁴² Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁴³ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁴⁴ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁴⁵ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁴⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

“Operating Protocol” refers to the protocol signed between the Transporter and Distribution Company to set out the terms and conditions regarding the operation of the stations whose ownership and operation rights are held by the Distribution Companies and which lays down the Natural Gas measurement and quality determinations to be performed at these stations;

"Importer Company" refers to the legal entity that carries out the activities of procuring Natural Gas in LNG or gas form from abroad for the purpose of selling Natural Gas to Wholesale Companies, eligible consumers or Exporting Companies or directly selling it abroad;

⁴⁷"Calibration" refers to a set of operations that determines the relationship between the values indicated by the measuring instrument or measuring system, or the values indicated by the material criterion, under specified conditions, and the known corresponding values of the measured amount;

"Over-Capacity Fee" refers to the fee to be calculated as specified in Article 2.8.2;

⁴⁸"Final Letter of Guarantee" refers to the financial guarantee given to the Transporter by the Shipper, the price of which is calculated in accordance with the provisions of Part I, Section G and Section H, in line with the capacity registration document between the Transporter and the Shipper, which is the basis of the STS;

"Interruption Balancing Fee" refers to the price to be paid by the Shipper pursuant to Article 3.5;

"Interruption/Reduction/Increase Instruction" refers to the instruction given by the Transporter to the Shippers regarding the interruption, reduction or increase to be made in order to prevent or eliminate a Difficult Day or Limited Capacity Day or in anticipation of such a Day;

"Winter Period" refers to the period starting at 08:00 on 1 November and ending at 08:00 on 1 April;

"Board" refers to the Energy Market Regulatory Board;

⁴⁹"Authority" refers to the Energy Market Regulatory Authority;

"Maximum Allocable Capacity", in short MAK, refers to the maximum total capacity that the Transporter can reserve at any Entry and Exit Point, taking into account the technical infrastructure;

⁵⁰"Central Settlement Institution" refers to the institution from which services are obtained in the execution of the financial transactions specified in the Organized Wholesale Natural Gas Sales Market Regulation and which acts as a Central Clearing Institution as per the Capital Markets Law dated 6/12/2012 and numbered 6362;

⁵¹"Central Settlement Institution Agreement" refers to the agreement signed between the Market Operator and the Central Settlement Institution, determining the duties and responsibilities of the parties regarding collateral management and payments;

⁵²"Central Settlement Institution-Participant Agreement" refers to the agreement prepared by the Central Settlement Institution and approved by the Market Operator and signed between the Market Participants/System Users and the Central Settlement Institution regarding collateral management and cash clearing services;

"Amount" refers to the amount of Natural Gas expressed in Sm³;

⁴⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 9 March 2016 and numbered 29648.

⁴⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁴⁹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 14 December 2019 and numbered 30978.

⁵⁰ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁵¹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁵² Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁵³“Force Majeure” refers to the meaning given in subparagraph 20.2.1;

⁵⁴“Point/Regional Product” refers to the product created for the needs of the Transmission System, subject to market transactions in the STP;

⁵⁵“Point/Regional Commitment Fee” refers to the penal clause to be paid by the Market Participant if it fails to fulfill its point/regional commitment pursuant to subparagraph 3.3.2;

⁵⁶“Organized Wholesale Natural Gas Sales Market” in short, “OTSP” refers to the market to be operated by the Market Operator within the scope of the Organized Wholesale Natural Gas Market Regulation;

⁵⁷“Operational Flow Orders and Instructions” refers to the orders or instructions received by the Shippers by the Storage license holder as defined in the Basic Usage Procedures and Principles.

“Metering Equipment” refers to the equipment described in subparagraph 10.2.1;

“Metering Provisions” refers to the provisions set out in subparagraph 10.1.1;

“Metering Tolerance” refers to the deviation percentage by the manufacturer for any metering equipment;

⁵⁸“Market Operator” refers to the Energy Markets Operator Company of Turkey (EPIAŞ), holding a market operating license and establishing the STP and operating it as a central counterparty;

⁵⁹“Market Operating Procedures and Principles” in short “PUE” refers to the procedures and principles regarding the operation of OTSP in line with the Organized Wholesale Natural Gas Sales Market Regulation and relevant legislation;

⁶⁰“Market Participant” refers to System Users who have the right to trade in the STP;

⁶¹“Non-market-based methods” refers to the mechanisms regulated in the NOP, that the Transmission company can apply without using the organized wholesale natural gas market in order to ensure the physical balance of the system;

⁶²“Market Delivery Contract” refers to the contract concluded between the Transporter and the Market Operator;

“Program” refers the TAN(TMB) approved by the Transporter or the approved version of the latest TACN(TMDB);

“Program Amount” refers to the Amount in the Shipper's Program;

“Scheduled Maintenance” refers to the scheduled Maintenance that may affect or limit the Natural Gas Transportation of the Transporter from the Transmission Network;

⁶³“Reference Stock Level” refers to the amount of natural gas that must be present in the Transmission Network in order to operate the Transmission Network in the most convenient way;

“Reserved Capacity” refers to the maximum Daily capacity determining the maximum limit of the Natural Gas Amount that is to be delivered at the Entry Point or received at the Exit Point by the Transporter at any Day of the related Gas Year, provided that it is separate for each Entry and Exit Point;

⁵³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁵⁴ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁵⁵ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁵⁶ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁵⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 13 March 2015 and numbered 29294.

⁵⁸ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁵⁹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁶⁰ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁶¹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁶² Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁶³ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁶⁴"Meter" refers to the device, which is subject to the Measuring and Measuring Instruments Inspection Regulation, that measures the natural gas consumption of the End User;

⁶⁵"Limited Capacity Day" refers to the Day in which the system balance is impaired due to the increase in the Natural Gas Entry Amounts and/or decrease in the Natural Gas Off Take Amounts of the Shipper and the Transmission System Operator cannot restore this balance within the actions to be taken within the scope of Article 4.2;

⁶⁶"System" refers to the facility and equipment established to perform the generation, transmission, storage and distribution functions of natural gas;

⁶⁷"System User" refers to the real or legal entity who receives gas from the System or supplies gas to the System or transits gas through the System;

"Participation Fee for System Balancing" refers to the fee whose scope is specified in Article 3.3;

"End User Facilities" refers to any facility, equipment or other property where the End User will use Natural Gas, including the facility or equipment where the Natural Gas is compressed or otherwise processed before consumption;

"End Users" refers to real or legal entities who have signed an agreement with the Shipper Supplier in order to purchase and/or use the Natural Gas off taken by the Shipper Supplier at any Exit Point;

⁶⁸"Spot Pipe Gas Import" refers to the import activity that can be carried out within a calendar year, for a period of one year or less, within the scope of the Procedures and Principles Regarding the Determination of the Import Amount of Spot Pipe Gas and the Application Method;

⁶⁹"Spot Pipe Gas Import Entry Point" refers to the Entry Point where the imported spot pipe gas enters the Transmission Network and is delivered to the Transporter;

⁷⁰"Procedures and Principles Regarding the Determination of Import Amount of Spot Pipe Gas and the Application Method" refers to the procedures and principles regarding the determination of the amounts that can be subject to the spot pipe gas imports to be made through the pipeline within a calendar year and the application methods for these amounts to be subject to capacity reservations at the entry points.

"Standard Service" refers to the service covered in Part C of the Core Applications section;

"Standard Cubic Meters (Sm³)" refers to the amount of Natural Gas that fills one (1) cubic meter of volume at a temperature of fifteen degrees Celsius (15 °C) and an absolute pressure of one point zero thousand three hundred and twenty five (1,01325) Bar, does not contain water vapor and has an Upper Calorific Value of 9155 kcal.

"Standard Transportation Contract" or shortly "STS" refers to the transportation contract concluded between the Transporter and the Shipper for the provision of the Standard Service;

⁷¹"Continuous Trading Platform" in short, "STP" refers to the trading platform established by the Market Operator within the framework of the Organized Wholesale Natural Gas Market Regulation for OTSP and operated in an electronic environment;

⁶⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 9 March 2016 and numbered 29648.

⁶⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁶⁶ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁶⁷ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁶⁸ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 14 December 2019 and numbered 30978.

⁶⁹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 14 December 2019 and numbered 30978.

⁷⁰ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 14 December 2019 and numbered 30978.

⁷¹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁷²“STP Participation Agreement” refers to the agreement between the Market Operator and the license holders participating in the STP, prepared within the framework of the principles set forth in the Organized Wholesale Natural Gas Sales Market Regulation;

⁷³“Allocation” refers to the allocation of the Daily natural gas amount calculated for all Entry and Exit Points subject to TMB to Shippers using that point;

⁷⁴“Allocation Amount” refers to the finalized natural gas amount for the relevant Gas Day allocated to Shippers from all Entry and Exit Points subject to TMB;

⁷⁵“Allocation Protocol” refers to the protocol signed between the parties in case of joint sale to the End User fed from a Primary Exit Point or Primary Exit downstream;

⁷⁶“Secondary Exit Point” refers to the station exit valve of the stations located on the downstream side of a Primary Exit Point, not directly connected to the Main Transmission Network and whose ownership and operational responsibility belongs to the Transporter”.

“Transport Amount Notification”, in short TMB, refers to the notification made by a Shipper to the Transporter regarding the Natural Gas Amount to be delivered to the Transmission Network and drawn from the Transmission Network within one day;

⁷⁷“Transport Amount Change Notification”, in short, “TMDB” refers to the notification regarding the changes made by the Shipper to a previously made TMB or TMDB or Program;

⁷⁸“Transport Amount Change Instruction” in short, “TMDT” refers to the notification regarding the changes requested by the Transporter in a previously made TMB, TMDB or Program;

“Shipper” refers to the Supplier and Exporter Company that has signed an STS with the Transporter;

⁷⁹“Shipper Supplier” refers to a Supplier that has signed an STS with the Transporter;

“Transporter” or BOTAŞ refers to Petroleum Pipeline Corporation

“Transporter Usage Gas” refers to the Natural Gas used by the Transporter for the operation of the Transmission Network, including the gas used in compressor stations, among other uses;

⁸⁰“Supplier” refers to Importer Companies, Wholesale Companies and Generation Companies that sell Natural Gas to eligible consumers, Wholesale Companies, Importing Companies, Exporting Companies, Distribution Companies and CNG sales companies;

“Technical Specifications” refers to the specifications used by Transporter covering all technical criteria related to the international standards to be taken as a basis for Natural Gas measurement and the equipment to be used;

⁸¹“Basic Usage Procedures and Principles” refers to the regulation that determines the rights and obligations between the service recipients of the Storage Facility and the storage license holder;

⁸²“Delivery Contract” refers to the contract concluded between system users or those acting on their behalf and the Transporter, or between the Storage Company and the Transporter, or between the Transmission Company and the Transporter, for the delivery of Natural Gas;

⁷² Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁷³ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁷⁴ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁷⁵ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁷⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 25 October 2008 and numbered 27035.

⁷⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁷⁸ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

⁷⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 25 October 2008 and numbered 27035.

⁸⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 10 December 2009 and numbered 27428.

⁸¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 13 March 2015 and numbered 29294.

⁸² Amended pursuant to the EMRA Decision published in the Official Gazette dated 9 March 2016 and numbered 29648.

"Delivery Specifications" refers to the characteristics of the Natural Gas delivered or offered for delivery at any Entry Point, as determined in accordance with the Gas Entry Provisions;

"Wholesale Company" refers to the legal entity performing Natural Gas wholesale activity within or outside the system, without performing any transmission or distribution activity;

⁸³"Transfer Exit Point" refers to a virtual point at which a Shipper transfers the title and risks of the natural gas to another Shipper at a certain Entry Point following completion of measurements.

⁸⁴"Transfer Entry Point" refers to a virtual point at which a Shipper acquires the title and risks of the natural gas from another Shipper at a certain Entry Point following completion of measurements.

"Transit Pipeline" refers to a pipeline that enters a country's borders from one point and exits at another, operated under an intergovernmental agreement;

⁸⁵"Transit Entry Points" refers to the point where natural gas delivery transactions are made between the Transit Pipeline and the Transmission Network;

⁸⁶"UDGİM" refers to the daily amount allocated to the import license holder based on a long-term purchase and sale agreement for the Spot Pipe Gas Import Entry Point within the scope of the relevant license.

⁸⁷"National Balancing Exit Point" refers to the virtual point where a Shipper is assumed to receive the Natural Gas from the Transmission Network;

⁸⁸"National Balancing Entry Point" refers to the virtual point where a Shipper is assumed to deliver the Natural Gas to the Transmission Network;

"Non-Compliant Gas" refers to the Natural Gas delivered or offered for delivery at an Entry Point without complying with the Gas Entry Provisions or the Natural Gas Quality Specifications attached to the NOP;

⁸⁹"Remote Reading Method" refers to the method in which the Flow Amount, Upper Calorific Value, delivery pressure and delivery temperature at the Entry and Exit points are determined by the Transporter's central SCADA system;

"Quarter" refers to each successive three (3)-month period starting on 1 January, 1 April, 1 July and 1 October at 08.00 hr;

"Third Party" refers to any entity who can reasonably prove that it is directly related to NOP, including (but not limited to) an End User, Connected System operator, prospective Shipper and future Connected System operator;

"Third Party Supplier" refers to any person from whom a Shipper purchases or holds the right to purchase Natural Gas at any Entry Point, with the transportation via the Transmission System;

⁹⁰"Generation Company" refers to the legal entity that carries out the activities of extracting, cleaning and purifying natural gas from its underground deposits in Turkey, and transporting it to transmission lines via collection lines, within the scope of the Turkish Petroleum Law dated 30.05.2013 and numbered 6491;

"Upper Calorific Value"; when applied for Natural Gas, it expresses the amount of heat, expressed in kcal units, that is generated by the complete combustion of one m³ of gas at an absolute

⁸³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 25 October 2008 and numbered 27035.

⁸⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 25 October 2008 and numbered 27035.

⁸⁵ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 15 August 2017 and numbered 30155.

⁸⁶ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 14 December 2019 and numbered 30978.

⁸⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 20 April 2011 and numbered 27911.

⁸⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 20 April 2011 and numbered 27911.

⁸⁹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 30 December 2017 and numbered 30286/1.

⁹⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

pressure of 1.01325 Bar and a constant temperature of 15 °C, provided that all the water formed during combustion condenses at 15 °C;

"Unqualified Gas" refers to the Natural Gas delivered or offered for delivery at an Exit Point without conforming to the Natural Gas Quality Specifications attached to the NOP;

"Summer Period" refers to the period beginning at 08:00 hours on 1 May and ending at 08.00 hours on 1 September;

⁹¹"Annual Spot Pipe Gas Import Capacity Product" refers to the capacity entitled for all gas days in the relevant gas year, starting from 1 January, for the amount subject to the annual import of spot pipe gas;

"Foreign Operator" refers to the foreign network operator operating the foreign transmission system connected to the Transmission Network at the Entry or Exit Points of the imported or exported Natural Gas;

⁹²"Difficult Day" refers to the day when the system balance is disturbed and the Transmission System Operator cannot restore this balance with the actions to be taken within the scope of Article 4.2 due to the increase in the natural gas off take amounts of the shippers and/or the decrease in the intake amounts and/or the cessation of the natural gas entry at any Entry Point.

1.2 Interpretation

1.2.1 Unless otherwise specified, the following shall be applicable for the NOP:

1.2.1.1 The terms of any law, decree law, bylaw, regulation, communiqué, decision or circular shall cover the amendments, alterations and additions made to the relevant legislation from time to time, and other regulations put into force under the referred legislation;

1.2.1.2 The term "any agreement, contract and document" shall include the amendments and additions that may be made to the relevant agreement, contract or document from time to time;

1.2.1.3 "Working Day" shall be interpreted as any day excluding Saturday, Sunday and other official holidays in Turkey;

1.2.1.4 "Hour" shall be interpreted as the local time in use in Turkey;

1.2.1.5 Singular terms shall also be interpreted as plural and vice versa;

1.2.2 Where any word or term is defined in the NOP, words and phrases similar or related to these words or phrases shall be interpreted in accordance with these definitions.

1.2.3 Numbers or headings of sections, articles, paragraphs, or sub-paragraphs in this NOP are included solely for convenience and they do not have any effect on the content of the section, articles, clauses, paragraphs, or sub-paragraphs.

1.2.4 The term "NOP" or "Transmission Network Operation Principles" shall represent the sections and annexes of this NOP and be interpreted as a single document.

1.2.5 In case of any inconsistency between the provisions of the NOP and the provisions of any STC, the NOP provisions shall take precedence.

SECTION 2

CAPACITY RESERVATION, TRANSFER, SWITCHING, UTILIZATION

⁹¹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 14 December 2019 and numbered 30978.

⁹² Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

The preliminary condition for receiving service from the Transporter to transport natural gas via the Transmission Network is to make a capacity reservation at an Entry or Exit Point and to sign an STS with the Transporter accordingly. The term of capacity reservations is a maximum of one Gas Year, and how to apply for the new Gas Year and the current Gas Year and the calendar regarding these are detailed in Part I, Sections G and H.

Procedures and principles regarding export exit points and practices regarding the use of these points may be determined by the Board. For export exit points, other provisions related to capacity reservations, idle capacity reservations, capacity transfer and switch and export exit points to be made before and during the gas year within the scope of NOP shall not be applied in cases where they are contrary to the procedures and principles to be determined by the Board regarding the export exit points.

It is mandatory to apply to the Transporter in accordance with the provisions of Sections G and H, in order to reserve the rightful capacity amounts within the framework of the Procedures and Principles Regarding the Determination of Spot Pipe Gas Import Amount and Application Method. Responding to this application by the Transporter and inviting the applicant to sign STS is subject to the provisions of Sections G and H. However, in this case, the STS signing period is applied as 3 business days at the most. In case the right holder does not sign the STS regarding the capacity amounts notified to the Transporter by the Authority, the Transporter immediately informs the Authority in order to carry out the necessary procedures.

2.1 Application Principles for Capacity Reservation:

2.1.1. The Shipper shall have the right to use Reserved Capacity in the Transmission Network within the framework of the provisions of the STS it has signed and NOP, and to enter and off take natural gas from the Transmission Network in accordance with the provisions of this Section 2. The Transporter makes the capacity reservation as Sm³/Day according to the Entry-Exit System principle. In the STS of the Shipper, the Entry and Exit Points to be used and the Reserved Capacity or maximum Daily Off Take for each of these points are specified.

The following calculation is made to display the Reserved Capacity in kWh.

Reserved Capacity (kWh/Day) = Reserved Capacity (Sm³/Day) x 10.64

2.1.2 When requesting a capacity reservation, the Shipper shall inform the Transporter about the Entry Points for which it requests capacity, the Primary Exit Points and the Secondary Exit Points from which it will off take. If the Shipper will use a Secondary Exit Point, the ASMs and maximum daily off takes regarding these are specified in the STS. It is essential that the total Daily off take amount of the Shipper at the Secondary Exit Points does not exceed the Reserved Capacity at the Primary Exit Point located upstream.

If the Transporter delivers natural gas to the Shipper at the Primary Exit Point, this point, if it delivers it at the Secondary Exit Point, this point shall be the Exit Point for the Shipper. However, Entry Points and Primary Exit Points shall be taken into account for all rules and practices regarding capacity reservation specified in this ŞİD.

2.1.3. Shippers holding import and export licenses may only request capacity reservations for Entry or Export Exit Points related to the points specified in their licenses for import or export purposes. In case that these Shippers obtain a new import or export license in addition to their existing import or export licenses and request a capacity reservation for them at the Entry or Exit Point, they are required to submit a copy of these licenses to the Transporter.

If a Shipper is to transfer some of the natural gas delivered at an Entry Point to another Shipper, this Entry Point will also be a Transfer Exit Point for the transferor Shipper and the maximum Daily amount that can be delivered to the transferor Shipper(s) at this point shall be

specified in the capacity reservation application. For applications to be made within the Gas Year regarding Transfer Entry and Exit Point applications, the calendar specified in Section H and Article 2.1.4 is applied. The MAK of each Transfer Exit Point where the transfer is made from an Entry Point, and therefore each Transfer Entry Point connected to it, is as the MAK of that Entry Point.

Capacity reservation requests for Entry and Exit Points connected to Storage Facilities are made by Shippers receiving service from these Storage Facilities. Capacity reservations at these points are made in line with the information received from the relevant Storage Company, and capacity reservations can be made for each Shipper so that the total reservation to be made at the relevant point exceeds the MAK, provided that it is limited to the MAK.

In the event that the Shipper cannot enter or makes limited entry of natural gas into the system from an Entry Point with a Reserved Capacity due to technical or operational problems occurring in the Transmission Network or Connected Systems, Idle Capacity at another Entry Point can be used if available.

2.1.4. Application Principles for Idle Capacity:

Idle Capacity shall not be published at Spot Pipeline Gas Import Points. In order to avoid any doubt, for capacity reservation applications for spot pipeline gas imports, the date and procedure to be applied for idle capacity applications are followed.

Shippers related to import points other than Spot Pipe Gas Import Points, may apply to the Transporter in order to use the Idle Capacities announced by the Transporter for Entry and Exit Points, at any time during the Gas Year, for capacity reservation requests regarding Entry and Exit Points connected to Storage Facilities (excluding LNG Terminals), for a duration of at least one Day for other points for a duration of at least one month. Capacity reservation fees for Entry and Exit points connected to Storage Facilities (excluding LNG Terminals) are paid daily and monthly, as determined in the Board Decision on Tariffs. Usage charges of Idle Capacities are calculated by multiplying the transmission capacity cost in the Tariff with the following coefficients.

Period	Coefficient
Summer Period	0,80
Winter Period	1,30
Interim Period	1,20

If a new Eligible Consumer is signed and submitted to the Transporter at a point where they do not have a capacity reservation before, and/or under an exit point with a capacity reservation, in case the reservation is made until the end of the current Gas Year, for reservations to be made from Idle Capacity at that point, the above-mentioned coefficients are not applied to Shippers who have signed STS for the current Gas Year.

The fee resulting from multiplying the fee in the competitions held within the scope of the Procedures and Principles Regarding the Determination of Spot Pipe Gas Import Amount and Application Method, that the bidders are ready to pay for the unit capacity in addition to the transmission and shipment control tariff for the year in which the spot pipe gas will be imported by the total capacity they are entitled to is paid in full 2 days before the start of the relevant period in which the import activity will be carried out. The transmission capacity fee included in the transmission and shipment control tariff for the relevant capacity is paid in accordance with the provisions of this ŞİD. As a result of the request gathering/competition communicated to the

Transporter by the Authority, the capacity amount and fee that the relevant license holder is entitled to reserve are taken into account.

Until the Transporter makes the issues related to the guarantee mechanism and the EBT infrastructure suitable for the daily Idle Capacity applications, Shippers who have already signed an STS apply for Idle Capacities, until the 25th (twenty-five)^{93,94} day of each month, valid from the first day of the following month. The Transporter responds to these applications within 3 (three) business days.

Applications for Idle Capacities related to Entry and Exit Points connected to Storage Facilities (excluding LNG Terminals) can be made until 15:15 on the G day at the latest. The results of these applications are informed to the Shipper by the Transporter until 15:30 at the latest.

2.1.5. The Transporter makes capacity reservations on the basis of "uninterrupted transportation service" and evaluates applications for capacity reservations prior to the Gas Year as valid throughout the entire Gas Year.

2.1.6. If a Supplier transfers all or part of the natural gas it delivers at an Entry Point to one or more Suppliers at the same point, the capacity reservation at that Entry Point is made by the transferring Supplier.

2.1.7. While the Reserved Capacity information regarding Transfer Entry Points and Transfer Exit Points are recorded in the capacity registration certificate, the Reserved Capacity information at these points will be used in TMB, TMDB and Programs, and will not be subject to the capacity-related payments and Overcapacity Fees in the Tariff.

2.1.8. Capacity reservations are made for each Entry and Primary Exit Points, except for Spot Pipeline Gas Import Entry Points, provided that they do not exceed the MAK at these points. Capacity reservations are made as requested at points where the total request in capacity reservations does not exceed the MAK, at the points where it exceeds the MAK, capacity reservations are made in proportion to the request amounts. In the case of a capacity reservation request for an Exit Point, documents documenting the sales relationship with the End Users and/or Distribution Companies from which natural gas is supplied from that Exit Point shall be submitted to the Transporter.

Capacity reservations at Spot Pipeline Gas Import Entry Points, on the other hand, are reserved primarily for the requests of import license holders other than spot license holders, up to the amount of UDGİM. The remaining capacity up to the MAK amount at the relevant point is reserved on behalf of the Shippers as a result of the request gathering/competition made by EMRA within the scope of "Procedures and Principles Regarding the Determination of Spot Pipe Gas Import Amount and Application Method".

At the import entry points where the total request in capacity reservations exceeds the MAK (Except for Spot Pipeline Gas Import Entry Points), each applicant will first be allocated their requests up to the daily delivery amount (DDQ) submitted to the Transporter in the system entry application. The remaining amounts are allocated to applicants in proportion to their DDQ. If this process results in a more capacity allocation than any Shipper's application, the reserved capacity shall be allocated to that Shipper and the same process is repeated for the remaining amounts. This process continues until the MAK shall be apportioned to all applicants.

⁹³ With the Decision of the Energy Market Regulatory Board dated 28/11/2018 and numbered 8216, the "25. (twenty-five) day" period has been changed to "27. (twenty-seven) day" for January idle capacity applications, only for the 2019 gas year.

⁹⁴ With the Decision of the Energy Market Regulatory Board dated 21/11/2019 and numbered 8943 it has been decided to apply the expression "by the 25. (twenty-five) day of each month at the latest" as "until the 27. (twentieth) day at the latest", for the idle capacity applications of January 2020.

At Spot Pipeline Gas Import Entry Points, the capacity reservation amounts of import license holders excluding import (spot) license holders are made so that they do not exceed UDGİM.

Capacity reservations are not made within the scope of the Procedures and Principles Regarding the Determination of Spot Pipe Gas Import Amount and Application Method Method at GÜSİM undisclosed import entry points.

2.1.9. The capacity operations of the natural gas subject to spot pipeline gas import are determined according to the results of the request gathering/competition made within the scope of the Procedures and Principles Regarding the Determination of the Spot Pipe Gas Import Amount and Application Method. Spot pipeline gas capacity amounts informed to the Transporter within the scope of these procedures and principles are reserved for the relevant period on behalf of the Shipper who has fulfilled their obligations under this ŞİD, including financial issues.

2.1.10. The Transporter reserves two percent (2%) of the capacity at each Entry Point for Internal Use Gas and/or Balancing Gas, the MAK is determined accordingly. The MAK determined at an Entry Point is determined by considering the capacity of the measuring station for that point and the carrying capacity of the Main Transmission Network in that region.

2.1.11. In capacity reservations at Primary Exit Points with Secondary Exit Points downstream, in cases where the demand exceeds MAK, Maximum Daily off takes at the Secondary Exit Points from which each Shipper departs are taken into account.

2.1.12. The Gas Utilization Threshold for each Primary Exit Point and Secondary Exit Point in the Transmission Network will be published by the Transporter on the EBT and on the website. The Transporter ensures that the Gas Usage Threshold is exceeded in the usage requests of the Primary Exit Points and the Secondary Exit Points.

It is calculated as “Gas Utilization Threshold = Minimum hourly metering capacity x 24”

2.1.13. The Transporter shall ensure that the natural gas pressure at the Entry Points and the Transmission Network capacity (considering the natural gas pressure and capacity covered by the agreements concluded regarding a future Entry Point) are kept at a sufficient level so that each Shipper can use their Reserved Capacity in accordance with the provisions of NOP.

2.1.14. The Temporary Letter of Guarantee is returned to the Shipper within five working days after the Final Letter of Guarantee is given to the Transporter. In case the Final Letter of Guarantee is not given to the Transporter within the envisaged time, the Temporary Guarantee Letter is considered as income by the Transporter. Final Letters of Guarantee of Shippers whose STS has expired and who do not owe the Transporter are returned within 5 business days following the expiration of their STS obligations (including the procedure regarding Delivery Contracts).

2.2. Rights and Obligations Regarding Reserved Capacity

2.2.1. In case the Reserved Capacity (or any part of it) is not used by the Shipper in accordance with the provisions of NOP or related STS, none of the NOP provisions shall prevent the use of all or part of the unused portion by the Transporter or be deemed to constitute an obstacle in this way. The Transporter shall ensure that the amount of capacity reserved but not used by any Shipper at an Entry Point does not exceed 20% (twenty percent) of the Reserved Capacity at that Entry Point. In case the Shipper does not use all or a part of its Reserved Capacity for at least four months without a Force Majeure or valid reason, if the Transporter thinks that not using this capacity will harm the efficient operation of the Transmission Network or the system planning, may notify the said Shipper at least one month in advance that it intends to cancel the unused portion of the said Shipper's Reserved Capacity. If the shipper fails to prove, after such a notification, that the non-use of the said capacity is justified, the unused capacity will be canceled as of the end of the period specified in the notification and the Transporter will then make the

necessary changes in the STS for the Reserved Capacity by giving notice. In accordance with this Article 2.2.1, the Shipper may object to any decision taken by the Transporter regarding the cancellation of the part of a Shipper's Reserved Capacity, which is not used, within 15 (fifteen) days at the latest. The Transporter responds to the objection within 15 days. If the response is negative, the Shipper may apply to EMRA to resolve the issue. The cancellation will not take effect until the issue is finalized by EMRA.

Pursuant to the provisions of Section G and/or H of Import (Spot) license holders who are entitled to capacity reservation within the scope of the Procedures and Principles Regarding the Determination of Spot Pipe Gas Import Amount and Application Method, if they do not sign the STS within the period, the capacity they are entitled to is distributed to the Shippers who have the import entry capacity from the relevant point in proportion to their programs.

2.2.2. In cases where there is no provision on this ŞİD, the provisions of other relevant legislation, including the Procedures and Principles Regarding the Determination of Spot Pipe Gas Import Amount and Application Method, are applied.

2.2.3. Making a capacity reservation does not grant the Shipper any management or control right over the Transmission Network. The Transporter has full and absolute control and management authority regarding the operation of the Transmission Network and the natural gas flow and pressure in the Transmission Network.

2.3. Capacity Transfers

2.3.1. Capacity transfers between Shippers can be made monthly at Entry and Primary Exit Points, covering at least one Month and at most the remaining period of the current Gas Year.

2.3.2. The Transporter regularly publishes the capacities additionally requested by the Shippers or capacities reported as redundant, on the EBT. Within the framework of this information, Shippers who will transfer capacity between them apply together to the Transporter for approval. The rights and obligations at the Primary Exit Point or Entry Point are re-determined in line with the transferred capacity.

2.3.3. In order to carry out a capacity transfer, the Reserved Capacity of the transferee and the transferor Shipper must meet the Gas Utilization Threshold value after the transfer.

2.3.4. Pursuant to these NOP obligations, Shippers who owe more than the amount of Final Letter of Guarantee they have submitted to the Transporter are not allowed to take over capacity.

2.3.5. In the event that the Transporter deems the capacity transfer requests of the Shippers to be technically appropriate, the Reserved Capacities of the relevant Shippers for the said Entry or Primary Exit Points are re-determined by performing the capacity transfer. After the capacity transfer, it is essential not to stay below the Gas Utilization Threshold at any Secondary Exit Point.

2.3.6. Shippers whose Reserved Capacity has increased at any Entry or Primary Exit Point after capacity transfers shall give a Final Letter of Guarantee of twenty percent (20%) of the transmission capacity fee corresponding to the transfer period of the transferred capacity to the Transporter. Shippers who transfer the capacity have the right to arrange the Final Letters of Guarantee according to the new capacity and replace them with the old ones.

2.3.7. Applications for capacity transfer will be handled and responded by the Transporter in the order of application.

2.4. Capacity Transfer Due to Change of Supplier

2.4.1. Capacity transfers due to Supplier change occur at Primary Exit Points or Secondary Exit Points where gas is supplied to a single End User, depending on the change of Suppliers with

which End Users have contracted to purchase natural gas. After such a transfer, the registration certificates of the relevant Shippers are rearranged, and the rights and obligations at the Primary Exit Point where the transfer takes place and at the Secondary Exit Point, where the usage right changes, if any, pass to the transferor Shipper. Such capacity transfers will be valid for the remainder of the Gas Year.

In case of a request for capacity transfer due to supplier change from a Shipper, upon the Transporter's notification to the Shippers with capacity at the relevant Primary Exit Points that there may be a supplier change, in capacity reservations made during the Gas Year, the Transporter evaluates the request of the Shipper requesting a capacity transfer due to a change of supplier within the framework of this Article 2.4, and issues the capacity registration certificates, if any, to reflect the capacity to be transferred due to the change of supplier.

2.4.2. In order for the capacity transfer to take place due to supplier change, the transferor Shipper must apply to the Transporter. In case such an application is received, the Transporter immediately informs the transferor Shipper. In order for the application to be accepted, the transferring Supplier must not owe the Transporter more than the current Final Letter of Guarantee amount and must document the existence of a natural gas purchase-sale contract with the End User.

2.4.3. In case such a capacity transfer is due to the change of Supplier at a Secondary Exit Point, the transferor Shipper shall notify the Transporter of the new capacity requested at the relevant Primary Exit Point (not more than the transferred capacity) until the 25th of the month preceding the month in which the transfer will take place. If this request is not sent to the Transporter, the Reserved Capacity of the Transferring Shipper at the Primary Exit Point is reduced by the amount of the transferred capacity.

2.5. Capacity Switch

2.5.1. A Shipper may request a capacity switch from a Primary Exit Point specified in its STS to any Primary Exit Point with Idle Capacity for the Monthly periods of the current Gas Year. In case the Transporter deems the said request to be technically appropriate, the switch is carried out and the Reserved Capacities for the said Primary Exit Points are re-determined, and the capacity registration certificate is revised accordingly. Applications for capacity switch will be handled and responded by the Transporter in the order of application.

2.5.2. It is essential that the total Reserved Capacity at the Primary Exit Points where capacity is switched is equal before and after the transfer and that, the Gas Utilization Threshold is not below the relevant Primary Exit Points. In order for the requested capacity switch to be accepted, the carrying capacity of the Transmission Network must be suitable to meet this request at that point.

2.5.3. Capacity switch cannot be made between Entry Points, between different exit zones specified in the Tariff, and between Shippers. The Transporter has the following rights and powers:

- a) Rejecting any capacity switch request,
- b) Limiting the amount of capacity that can be switched,
- c) To cancel any capacity switch partially or completely depending on the deterioration of the Transmission Network's balance due to the Daily draft presenting a variable hourly profile at the Primary Exit Points where the switch takes place.

2.6. Application Principles for Capacity Transfer and Switch

Requests for capacity transfer due to capacity transfer and Supplier change must be notified to the Transporter by the Shippers until the 21st of the previous month from the month in which the transfer is foreseen; the requests regarding the capacity switch must be notified to the Transporter by the Shippers until the 23rd of the previous month from the month in which the

transfer is foreseen. The Transporter responds to transfer and switch requests within three days after the application date. It is essential that capacity transfers and switches start from the first day of the month.

In notifications regarding capacity transfer, capacity transfer due to supplier change, and capacity switch requests, the following issues are also included, depending on their relevance:

a) The Entry Point in question, the Primary Exit Point and, if any, the Secondary Exit Point in its downstream,

b) Requested duration of such transfers/switches (on a monthly basis),

c) Reserved Capacity amount to be transferred/switched,

d) Transferee and transferor Shipper.

The application forms to be used for capacity transfer, capacity transfer due to supplier change, and capacity switch requests, including the above issues, are published in the EBT.

The capacities reserved in accordance with the Procedures and Principles Regarding the Determination of Spot Pipe Gas Import Amount and Application Method Method cannot be subject to the capacity transfer and switch within the scope of NOP.

2.7. Capacity Registration

2.7.1. Shippers are registered as Reserved Capacity Owners for a Gas Year for the Entry and/or Primary Exit Points to be used after their capacity reservations are finalized. The ASMs for the Primary Exit Points and, if any, the Secondary Exit Points to be used and the maximum daily off takes and ASMs at these points are also recorded in the registration documents. The Transporter maintains a log of these registered capacities and points within the framework of confidentiality rules. A copy of the capacity registration document to be prepared for each Shipper is accepted as an annex to the Shipper's STS. Capacity registration documents are re-issued by the Transporter depending on capacity transfers or capacity switches due to Idle Capacity sales, capacity transfers, supplier changes. Capacity registration documents are sent to Shippers within one week from the date of issue.

2.7.2. In case an Entry Point is used as a Transfer Entry Point and Transfer Exit Point at the same time, these points are included in the capacity registration documents of the relevant Shippers. The capacity amounts specified in the Transfer Entry and Exit Points will be used in transactions related to TMBs, TMDBs, Programs and balancing, and will not create any liability in terms of payment of capacity fee or Overcapacity Fee at that Entry Point.

2.8. Overcapacity

2.8.1. In the event that a Shipper exceeds the Reserved Capacity at the Entry or Primary Exit Point, it shall pay the Overcapacity Fee and shall comply with this request if the Transporter requests that the natural gas entry/off take shall be reduced to the Reserved Capacity level immediately.

2.8.2. The Overcapacity Fee will be calculated by multiplying the transmission capacity cost of the Tariff with the period and rate coefficients stated below for each Day in which the Reserved Capacity is exceeded for each Entry Point and Primary Exit Point, and will be accrued for the amount exceeded the Reserved Capacity. In cases where the ratio coefficient exceeds 4 (four), the ratio coefficient can be maximum 4 (four).

Overcapacity Fee = D*O*transmission capacity fee

Period Coefficients (D Coefficient)

Period	Coefficient
Winter Period	1.50
Interim Period	1.25
Summer Period	1.10

Ratio Coefficient (O Coefficient)

$O = T/R$

O= Ratio Coefficient

T= Allocation Amount at the Relevant Point

R= Reservation Amount at Relevant Point

2.8.3. Period coefficients at a Multiple Exit Point shall be taken as 1 (one) in cases where the total Allocation amount of the Shippers at that point does not exceed the total Capacity Reservation.

2.8.4 The provisions of Article 2.8 shall apply for the reserved capacities within the scope of the Procedures and Principles Regarding the Determination of the Import Amount of Spot Pipeline Gas and the Application Method.

2.9. Obligation to Increase Reserved Capacity

In case the Shipper exceeds the Reserved Capacity eight times or more in a Month at any Entry or Exit Point during the period between January 1st and March 31st, it shall be obliged to take the capacity equal to the difference between the maximum daily natural gas amount it has entered or off taken in the relevant Month and the Reserved Capacity amount at that point, limited to the Idle Capacity at that point, from the beginning of the STS until the end of the STS and to pay for it in accordance with Article 2.1.4.

CHAPTER 3 SHIPMENT CONTROL AND SYSTEM BALANCING

3.1 Overview

3.1.1 The Shipper is obliged to balance the Daily Entry and Daily Off Take.

3.1.2 The Transporter shall be responsible for ensuring the physical balance of the Transmission Network.

3.1.3. Shipment control fees to be paid by shippers in case of imbalance are explained in Articles 3.3 and 3.5.

In addition, in case of any natural gas off take or entry in other cases specified in NOP, such as Force Majeure Events, Limited Capacity Days, Difficult Days, suspension of STP in cases defined in the PUE, which may cause a danger to the system security, the Transporter may limit or completely stop the gas entry from the Transmission Network of the said Shipper or the gas input to the Transmission Network.

3.1.4. In order for the Transporter to determine the amount of Natural Gas required for the next Day and the flow regime as accurately as possible, the Shippers are obliged to transmit their TMB, if necessary, their TMDB, to the Transporter and act in accordance with their Programs in accordance with Chapter 7.

3.1.5.⁹⁵

⁹⁵ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 8 March 2018 numbered 30363.

3.2. Imbalances

The Interruption Balancing Fee, which will arise as a result of the transactions carried out by the Shippers in the transmission system within the framework of Article 3.6, shall be accrued by the Transporter to the relevant Shippers; the fees that will arise within the framework of NOP and PUE as a result of reconciliation of imbalances will be accrued by the Market Operator to the relevant Shippers.

The Transporter uses the following methods in order to ensure system stability:

- i. To enter the STP as an Additional Balancer within the scope of subparagraph 4.2 and supplying natural gas (excluding the Point/Regional Product),
- ii. To supply natural gas by entering STP as an Additional Balancer in order to purchase Point/Regional Products, in case the supply of natural gas under subparagraph (i) will not be sufficient to maintain the balance in a particular region,
- iii. To supply natural gas within the scope of the Balancing Gas Contract for the amount that cannot be supplied, in case a sufficient amount of natural gas cannot be supplied within the scope of subparagraphs (i) and (ii).

Regarding the Day on which natural gas is purchased/sold within the scope of the Balancing Gas Contract;

a) The Shipper, which has made a balancing gas contract with the transmission company, records the gas amount subject to the balancing gas contract as UDN input/output in the EBT.

b) The amount calculated over the unit price and amounts specified in the Balancing Gas Contract is invoiced between the Shipper and the Transporter.

c) The imbalance calculation of the Shipper is made by the Market Operator as specified in the PUE.

d) All the rules and payments to be applied within the scope of the Balancing Gas Contract are determined within the framework of the provisions of the agreement to be signed between the Transporter and the Shipper.

e) Overcapacity Fees and Scheduling Fees regarding Entry or Exit Points which Balancing Gas Contracts are made are not applicable for the said Shippers. In order to avoid any doubt, the provisions of this paragraph apply for the amount released to the system as much as the amount subject to the Balancing Gas Contract, and general provisions for the amount exceeding the amount in question.

As a result of not being able to supply gas with the methods listed, in case of there is a decrease in the Transmission Network Minimum Stock Amount to a level that requires an Operational Flow Measure and/or unexpected difficulty in maintaining the physical balance of the System during the Gas Day and/or under Chapter 14, the Transporter may instruct any Shipper to increase or decrease at an Entry Point or an Exit Point.

Shippers who make changes to their Programs at Entry or Exit Points within the scope of Article 7.2 and/or Article 7.4 in order to fulfill any instruction of the Transporter are allowed to make TMDB to enter additional amounts to the National Balancing Entry and Exit Points during the Day. Regarding the Day in question;

(a) If a Shipper has been instructed by the Transporter to increase the amount of physical input or decrease the amount of physical output, for the relevant Shipper if the Daily Imbalance for that Day:

(i) is positive, the amount of natural gas left in the system is primarily subject to the imbalance calculation and is calculated according to the PUE over DGSF. The amount calculated by multiplying (DGAF-DGSF) with the amount of natural gas left by the Shipper in the system or the

amount of instruction given by the Transporter to the Shipper under Article 3.2, whichever is lower, is accrued by the Market Operator as a due to the Shipper receiving the instruction and as a debt to the Transporter. Overcapacity Fees and Scheduling Fees for the Instructed Entry or Exit Points are not applicable to the said Shippers. In order to avoid any doubt, the provisions of this paragraph apply for the amount left to the system until the instruction, and the general provisions for the amount exceeding the instruction.

(ii) is negative, the rules regarding imbalances, Overcapacity Fees and Scheduling Fees apply with no exceptions.

(b) If a Shipper has been instructed by the Transporter to reduce the amount of physical entry or increase the amount of physical output, for the relevant Shipper if the Daily Imbalance for that Day:

(i) is negative, the amount of natural gas drawn from the system is primarily subject to the imbalance calculation and is calculated according to the PUE over DGAF. The amount calculated by multiplying (DGAF-DGSF) with the amount of natural gas off taken by the Shipper in the system or the amount of instruction given by the Transporter to the Shipper under Article 3.2, whichever is lower, accrued by the Market Operator as a due to the Shipper receiving the instruction and as a debt to the Transporter.

Overcapacity Fees and Scheduling Fees for the Instructed Entry or Exit Points are not applicable to the said Shippers. In order to avoid any doubt, the provisions of this paragraph apply for the amount off taken from the system until the instruction, and the general provisions for the amount exceeding the instruction.

(ii) is positive, the rules regarding imbalances, Overcapacity Fees and Scheduling Fees apply with no exceptions.

In the event that the prices of IDAF and IDSF regulated in this article are not formed for the relevant day, the latest IDAF and IDSF that have occurred are taken into account in the imbalance of the relevant Shipper.

3.3. System Balancing Participation Fee

System Balancing Participation Fee includes “Daily Imbalance Fees”, “Spot/Regional Commitment Fees” and “Scheduling Fees”.

3.3.1 Daily Imbalance Fees

3.3.1.1. The Daily Imbalance for the Shipper will be calculated as the difference between the following items for each Day:

- a) Total Daily Entry at the Entry Points where the Shipper delivers natural gas, and
- b) Total Daily Off Take at the Exit Points from which the Shipper off takes natural gas

If the amount in sub-paragraph 3.3.1.1(a) is more than the amount in sub-paragraph 3.3.1.1(b), Daily Imbalance is positive, if the amount in sub-paragraph 3.3.1.1(b) is more than the amount in sub-paragraph 3.3.1.1(a), Daily Imbalance is negative. In case the Daily Imbalance is positive, the Shipper is deemed to have left natural gas in the system, and if the Daily Imbalance is negative, the Shipper is considered to receive natural gas from the system. In case the daily imbalance of the Shipper is positive, DGSF of the relevant day will be used in the calculation of the imbalance fee to be paid to the Shipper, in cases where the daily imbalance of the Shipper is negative, DGAF of the relevant day will be used in the calculation of the imbalance fee to be paid by the Shipper. In case the shipper remains imbalanced in the system as a result of under/over delivery of the Transporter due to emergency, malfunction, etc., within the conditions set forth in these procedures and principles, with respect to the day in question for the amount that the Transporter will exempt from imbalance;

(a) If an imbalance has occurred for the shipper due to the Transporter causing an increase in the physical entry amount of a shipper or a decrease in the physical exit amount, if the Daily Imbalance for the relevant Shipper:

(i) is positive, the amount of natural gas left in the system is primarily subject to the imbalance calculation and is calculated according to the PUE over DGSF. The amount calculated by multiplying (GRF-DGSF) with the amount of natural gas left by the Shipper in the system or the amount to be exempted that declared by the Shipper, whichever is lower, is accrued by the Market Operator as a due to the Shipper and a debt to the Transporter. Overcapacity Fees and Scheduling Fees for exempted Entry or Exit Points are not applicable to the said Shippers.

(ii) is negative, the rules regarding imbalances, Overcapacity Charges and Scheduling Fees apply with no exceptions.

(b) If an imbalance has occurred for the shipper due to the Transporter causing a decrease in the physical entry amount of a shipper or an increase in the physical exit amount, if the Daily Imbalance for the relevant Shipper:

(i) is negative, the amount of natural gas drawn from the system is primarily subject to the imbalance calculation and is calculated according to the PUE over DGAF. The amount calculated by multiplying (GRF-DGSF) with the amount of natural gas off taken by the Shipper from the system or the amount to be exempted that declared by the Shipper, whichever is lower, is accrued by the Market Operator as a due to the Shipper and a debt to the Transporter. Overcapacity Fees and Scheduling Fees for exempted Entry or Exit Points are not applicable to the said Shippers.

(ii) is positive, the rules regarding imbalances, Overcapacity Fees and Regulatory Fees apply with no exceptions.

In case the Shipper has a point/regional imbalance, the point/regional commitment calculation is made separately from the daily imbalance calculation and the fees calculated separately for each point/regional product are accrued by the Market Operator as a debt to the relevant Shippers and a due to the Transporter.

Daily imbalance fees are accrued to the Shippers on a daily basis at the end of the month by the Market Operator on behalf of the Transporter within the framework of the rules specified in the PUE.

INPUT AMOUNT - VIRTUAL OUTPUT AMOUNT RANGE (Sm3)	A	B	Allowed Tolerance (C)
0-500,000	0	G	+/- 0.12 (12%)
500,001-1,000,000	+/- 60,000	G- 500,000	+/- 0.08 (8%)
1,000,001-2,000,000	+/- 100,000	G- 1,000,000	+/- 0.06 (6%)
2,000,001-4,000,000	+/- 160,000	G- 2,000,000	+/- 0.05 (5%)
4,000,001 and above	+/- 260,000	G- 4,000,000	+/- 0.04 (4%)

3.3.1.2.⁹⁶

3.3.1.3.⁹⁷

⁹⁶ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 numbered 30363.

⁹⁷ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 numbered 30363.

3.3.1.4.⁹⁸

3.3.1.5.⁹⁹

3.3.2. Point/Regional Commitment Charges

3.3.2.1 In the event that a Shipper has finalized sales-side matches in a point/regional product, a point/regional commitment calculation is made for the point/region where the Shipper's sales-side matching takes place. For the matching of the relevant Shipper's matching point/regional offers, the amount to be accrued as a debt to the Shipper and a due to the Transporter is calculated by using the following formula in the Point/Regional Negative Imbalance Payment (BNDÖ), except for the amount arising from Transporter related circumstances.

$$BND\ddot{O}_{ti} = \sum_{e=1}^n \max \left(\min (NDM_{tg}, BSM_{t,g,k,e}), (BSM_{t,g,k,e} - BTM_{t,g,k}) \right) \times BSF_{t,g,k} \times p \times h$$

$BSM > BTM \rightarrow h < 1,2 \text{ } p = 0,25 \text{ or } h \geq 1,2 \text{ } p = 0,5$

$BSM \leq BTM \rightarrow p = 0,075$

The expressions in this formula mean the following;

$BND\ddot{O}_{ti}$: The amount of debt to be accrued due to the fact that the Shipper "t" has not fulfilled its obligation as a result of the finalized matches in the point/regional products in the invoice period "i",

NDM_{tg} : Negative imbalance of Shipper "t" on day "g",

$BSM_{t,g,k,e}$: Point/regional sales amount in match "e" in point/regional product "k" of Shipper "t" on day "g",

$BTM_{t,g,k}$: It is calculated in two different ways:

a) Transporter's purchase/sale transaction:

In case it is done on the day the gas is delivered, on the day G, or on the day before the day the gas is delivered, on the day G-1, after the TMB approval hour specified in Article 7.2.1.1 for the day G, it is calculated as the difference between the allocation realized at the bid point given by the Shipper "t" for the finalized sales-side match in the point/regional product "k" on the day "g" and the TMB amount of the Shipper "t" at the point "k" on the day "g". If the allocation is less than the TMB amount, $BTM_{t,g,k}$ is considered 0 (zero).

b) In case the purchase/sale transaction is made at other times, that is, on the G-1 day and before the TMB approval hour specified in Article 7.2.1.1 for the G day, the allocation realized at the bid point given by the Shipper "t" for the finalized sales-side match of the point/regional product "k" on the day "g".

$BSF_{t,g,k}$: The highest of the sales-side finalized match prices of the point/regional product "k" on the day "g" of the Shipper "t",

n : The number of point/regional finalized matches for the relevant invoice period,

p : Commitment coefficient

h : The coefficient calculated with the formula $BSF_{t,g,k,e} / (GRF \text{ on the day "g"})$.

3.3.2.2 In case a Shipper has finalized purchase-side matches in the point/regional product, point/regional commitment calculation is made for the point/region where the shipper's purchase-

⁹⁸ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 numbered 30363.

⁹⁹ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 numbered 30363.

side match takes place. For the matching of the relevant Shipper's matches of point/regional offers, the amount to be accrued as a debt to the Shipper and a due to the Transporter is calculated by using the following formula in the Spot/Regional Positive Imbalance Payment (BPDÖ), excluding the amount arising from the situations originating from the Transporter.

$$BPDÖ_{t,i} = \sum_{e=1}^n \max \left(\min(PDM_{t,g}, BAM_{t,g,k,e}), (BAM_{t,g,k,e} - BTM_{t,g,k}) \right) \times BAF_{t,g,k} \times p \times h$$

$BAM > BTM \rightarrow h < 1,2 \text{ } p = 0,25 \text{ or } h \geq 1,2 \text{ } p = 0,5$

$BAM \leq BTM \rightarrow p = 0,075$

The expressions in this formula mean the following;

$BPDÖ_{t,i}$: The amount of due to be accrued due to the fact that the Shipper "t" has not fulfilled its obligation as a result of the finalized matches in the point/regional products in the invoice period "i",

$PDM_{t,g}$: Positive imbalance of Shipper "t" on day "g",

$BAM_{t,g,k,e}$: Point/regional purchase amount in match "e" in point/regional product "k" of Shipper "t" on day "g",

$BTM_{t,g,k}$: It is calculated in two different ways:

a) Transporter's purchase/sale transaction:

In case it is done on the day the gas is delivered, on the day G, or on the day before the day the gas is delivered, on the day G-1, after the TMB approval hour specified in Article 7.2.1.1 for the day G, it is calculated as the difference between the allocation realized at the bid point given by the Shipper "t" for the finalized purchase-side match in the point/regional product "k" on the day "g" and the TMB amount of the Shipper "t" at the point "k" on the day "g". If the allocation is less than the TMB amount, $BTM_{t,g,k}$ is considered 0 (zero).

b) In case the purchase/sale transaction is made at other times, that is, on the G-1 day and before the TMB approval hour specified in Article 7.2.1.1 for the G day, the allocation realized at the bid point given by the Shipper "t" for the finalized purchase-side match of the point/regional product "k" on the day "g".

$BAF_{t,g,k}$: The highest of the purchase-side finalized match prices of the point/regional product "k" on the day "g" of the Shipper "t",

n : The number of point/regional finalized matches for the relevant invoice period,

p : Commitment coefficient

h : The coefficient calculated with the formula (GRF on the day "g")/ $BAF_{t,g,k,e}$.

The Daily Imbalance of each Shipper with respect to any Day shall be calculated as detailed in Section 9.

Point/regional commitment fees will be accrued to the Shippers on a daily basis at the end of the month by the Market Operator on behalf of the Transporter.

3.3.3. The Balancing Gas Purchase Price (DGAF) and Balancing Gas Selling Price (DGSF) to be used in the imbalance calculations are calculated as follows:

a) In cases where the Transporter does not make transactions in STP as an Additional Balancer or only makes point/regional transactions;

$DGAF = GRF \times 1,03$

$DGSF = GRF \times 0,97$

b) In cases where the Transporter makes transactions in STP as an Additional Balancer or procures natural gas pursuant to other relevant provisions of ŞİD;

$$DGAF = \max ((GRF \times 1,03), \dot{I}DAF)$$

$$DGSF = \min ((GRF \times 0,97), \dot{I}DSF)$$

$\dot{I}DAF$ and $\dot{I}DSF$, Shippers' Daily Entry and Daily Off Take will be determined in accordance with the provisions of Chapter 9.

Calculations for reconciliation of imbalances are also made in accordance with the rules in this article, even on days when the Transmission Company supplies natural gas through Non-Market Based Methods, with a Balancing Gas Contract.

3.3.4. Regulation and TMDB Fees

The following tolerances will be used in the regulation and TMDB fee calculations.

Adjusted Tolerance Amount expresses a natural gas amount more or less than the natural gas amounts specified in the Shipper's latest Program.

The negative and positive limits of the Adjusted Tolerance Amount is calculated according to the following tables and formula.

For Entry Points:

Amount Range Specified for the Entry Point in the Shipper's Program (Sm3)	A	B	Adjusted Tolerance (C)
0-500,000	0	G	+/- 0.15 (15%)
500,001-1000000	+/- 75,000	G- 500,000	+/- 0.12 (12%)
1,000,001-2,000,000	+/- 135,000	G- 1,000,000	+/- 0.10 (10%)
2,000,001-4,000,000	+/- 235,000	G- 2,000,000	+/- 0.09 (9%)
4,000,001 and above	+/- 415,000	G- 4,000,000	+/- 0.07 (7%)

For Exit Points:

Amount Range Specified for the Exit Point in the Shipper's Program (Sm3)	A	B	Adjusted Tolerance (C)
0-100,000	0	C	+/- 1.00 (100%)
100,001-250,000	+/- 100,000	C- 100,000	+/- 0.12 (12%)
250,001-1,000,000	+/- 118,000	C- 250,000	+/- 0.10 (10%)
1,000,001-2,000,000	+/- 193,000	C- 1,000,000	+/- 0.06 (6%)
2,000,001 and above	+/- 253,000	C- 2,000,000	+/- 0.04 (4%)

$$D = A + (B \times C)$$

D: Adjusted Tolerance Amount

G: Entry Amount in the Program

C: Exit Amount in the Program

3.3.4.1. Scheduling Fees

Scheduling Fees shall be calculated for the Days when the difference between the following items exceeds the Adjusted Tolerance Amount, separately for the Entry Points of the Storage Facilities, LNG Terminals and domestic generation facilities and for each Exit Point and shall be paid by the Shippers. Scheduling Fees at Primary Exit Points with Secondary Exit Points at downstream will only be applied to the Secondary Exit Points.

a) Daily Entry and Daily Off Take Amounts determined as a result of the Shipper's Allocation made pursuant to Section 9 for that Day at the Entry and Exit Points, and

b) Natural gas amount specified in that Day's Program at the Entry and Exit Points.

Scheduling Fees at a Multiple Exit Point are not applied in cases where the difference between the total Allocation of the Shippers and the total Program Amount does not exceed the Adjusted Tolerance value specified for the Exit Points above.

3.3.4.2. TMDB Fees

TMDB Fees shall be calculated separately for each Entry Point and each Exit Point, on the basis of the amount where the difference between the following items exceeds the Adjusted Tolerance Amount not used in the calculation of the Regulation Fee, as specified in the Tariff, and shall be paid by the Shippers.

a) Natural gas amount specified in the TMB.

b) Natural gas amount specified in the final TMDB.

3.5. Service Interruption Fees

Provided that the Shipper and those acting on behalf of it act in accordance with the NOP and the provisions of the relevant Delivery Agreement, in case the system balance is disturbed as a result of the Transporter's operating error and interruptions are caused at the Exit Points, the Transporter is obliged to pay the Service Interruption Fee to the Shippers who have suffered the cut or reduction. Fees related to this will be applied separately for each Exit Point, and incomplete deliveries will be valid for Natural Gas Delivery Amount realized below the minimum delivery pressure to be included in the Delivery Contracts. In any case, Service Interruption Fee will not be accrued for an instantaneous flow above the average hourly flow Amount to be calculated over the total Amount included in the last approved Program of the Shipper, even if fall below the minimum delivery pressure. The determination of the amount of interruption will be based on the determination of the periods when the minimum delivery pressure falls below the minimum delivery pressure and how much the hourly average flow Amount to be determined in line with the last approved Program during these periods is remained.

To avoid confusion, a Service Interruption Fee will not apply to an Entry Point.

The Service Interruption Fee for an Exit Point is calculated as follows.

Service Interruption Fee = Interruption Amount * (Service Interruption Fee in the Tariff)

3.6. Interruption Balancing Fee

In case of interruption or reduction in the Natural Gas deliveries made by the Transporter to another Shipper due to the deterioration of the system balance as a result of a Shipper's Daily Off Take being more than the Daily Entry, the Shipper who caused this is obliged to pay the Interruption Balancing Fee to the Transporter, to be paid to the affected Shipper, in addition to the System Balancing Participation Fee.

The total amount of the Interruption Balancing Fee will be calculated as follows.

Total Amount = (Amount of interruption or reduction caused) X Interruption Balancing Fee specified in the Tariff

3.6.3.¹⁰⁰

3.7. National Balancing Entry and Exit Points

National Balancing Entry Point and National Balancing Exit Point are virtual points that do not physically exist in the Transmission Network, which are defined for the elimination of imbalances on the STP and/or the exchange of gas in the Transmission System by trading in the STP or through bilateral agreements. Transactions to be made for these points are shown as National Balancing Entry and/or Exit via EBT. These points will be used under the following conditions.

3.7.1. If a Shipper will deliver Natural Gas to other Shippers, this amount will be specified as the Amount to be off taken from the National Balancing Exit Point in the TMB, and together with this Amount, the identity of the Shippers who will off take from this point will be indicated. If the Amount in question is in the TMB of the other Shipper, it will take place as the Amount to be entered from the National Balancing Entry Point. The Amounts specified in the National Balancing Exit Points in TMBs must be equal in total to the Amounts specified in the National Balancing Entry Points, and TMBs that do not comply in this sense are not approved by the Transporter and are requested to be revised.

3.7.2. Transactions to be carried out by shippers on UDN within the framework of bilateral agreements will be notified via EBT until the end of TMB time.

As an exception, provided that it is limited to the amount that occurs as a result of the increase or decrease in the allocation of the Shippers due to the over or under drawing from the program by the Transporter at the Entry Points arriving via overseas pipelines or storage facilities (including LNG terminals) Entry Points, Shippers can trade UDN between 12:00 and 14:00 on G+1.

3.7.3. Although Reserved Capacity information regarding National Balancing Entry Points and National Balancing Exit Points are recorded in the capacity registration document, the Reserved Capacity information at these points will be used in TMB, TMDB and Programs, and will not be subject to capacity-related payments and Overcapacity Fees in the Tariff.

SECTION 4 INTERNAL UTILIZATION GAS, BALANCING GAS and TRANSMISSION NETWORK STOCK

4.1. Internal Utilization Gas

4.1.1. The Internal Utilization Gas shall refer to the Transporter Utilization Gas.

4.1.2. The Transporter receives the Internal Use Gas within the scope of Article 24.1.3.1.

4.1.3. Before each gas day, the Transporter shall publish the Domestic Gas Utilization amount estimate to be procured for the next day in the EBT and shall procure this amount in accordance with Article 4.1.2. The Transporter shall publish the Internal Gas Utilization amount supplied for the previous month on the EBT within each month.

4.1.4. Costs of Internal Gas Utilization

The Transporter shall take into account the Internal Gas Utilization Costs in its Tariff proposals to EMRA. In the tariff proposals, the amount of Gas that cannot be taken into account shall be determined by taking the average of the values of the past five Gas Years, not to exceed 2% (two percent) of the Natural Gas Amount foreseen to be transported in the Gas Year.

¹⁰⁰ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 numbered 30363.

4.1.5. Calculation of Internal Gas Utilization

The Transporter shall be responsible for equipping the necessary measurement equipment for the calculation of the Internal Gas Utilization, keeping the measurement records and recording the special calculations.

4.1.6. Accounting of Internal Gas Utilization

The Transporter shall keep the Internal Gas Utilization and Balancing Gas records completely and accurately in separate accounts.

4.2. Balancing Gas

4.2.1. The Transporter trades Balancing Gas to keep the Transmission Network Stock level at the Reference Stock Level. It is essential that the Transporter carries out Balancing Gas purchase/sale transactions primarily at STP.

4.2.2. The Transporter primarily performs purchase/selling transactions for balancing purposes, regardless of the price, according to the offers given in the STP. In cases where the need cannot be fully met or the STP is suspended for the reasons specified in the PUE, the Transporter resorts to the ways of purchase/selling Balancing Gas in the order specified in Article 3.2 in order to ensure the physical balance of the Transmission Network.

4.2.3. In case the natural gas is not sufficient or the Transporter needs to purchase natural gas from an Entry Point, the Transporter may instruct a Shipper Supplier that it deems appropriate to deliver more natural gas than the Amount envisaged in its Program. If the Shipper Suppliers fail to comply with these notifications of the Transporter, they must document to the Transporter that they do not have sufficient supply opportunities.

4.2.4. Shippers who make changes to their Programs at Entry or Exit Points within the scope of Article 7.2 and/or Article 7.4 in order to fulfill any TMDT of the Transporter are allowed to make TMDB to enter additional Amounts to the National Balancing Entry and Exit Points during the Day. Overcapacity Fees and Scheduled Fees for the Instructed Entry or Exit Points are not applicable to the mentioned Shippers.

4.2.5. Reconciliation of Balancing Gas amounts consisting of market-based transactions will be made according to the provisions specified in the PUE, and the invoicing process will be held by the Market Operator in line with a cumulative calculation to be formed at the end of the month based on the daily accrual amounts.

4.2.6. In the event that the Transporter cannot supply natural gas in the order and conditions regulated in the NOP in the STP in accordance with the provisions of the NOP, it may conclude a Balancing Gas Contract with third parties, subject to the provisions of private law, in order to supply Balancing Gas to be considered within the scope of Non-Market Based Methods. As long as its vertically integrated structure continues, the Transporter may obtain the amount to be subject to the Balancing Gas Contract from its wholesale/import/export unit, provided that it has used the conditions in Article 3.2 of these NOP provisions. Natural gas procured by the Transporter from its own wholesale/import/export unit in this regard is subject to the provisions and consequences of the Balancing Gas Contract within the framework of the NOP provisions.

4.3 Transmission Network Stock

The Transporter announces the Transmission Network Minimum Stock level on the EBT at the beginning of each Gas Year, separately for the segments of the Main Transmission Network. During the day, the Transporter performs balancing operations with a minimum pressure of 50 Bar and a maximum pressure of 75 Bar in segments of the Main Transmission Network. If new Transmission Network segments are commissioned during the Gas Year, information regarding the Transmission Network Minimum Stock level shall be changed and re-announced in the EBT. The Transporter publishes the Transmission Network Stock daily until 11:30 am on EBT. The Transporter replaces the Transmission Network Reference Stock Level with buy/sell transactions from STP by first specifying the justification codes during the year. In the event that it cannot obtain it from STP, it starts to purchase/selling transactions in order to supply natural gas in the order specified in Article 3.2. Otherwise, the provisions of Chapter 14 shall be applied.

SECTION 5

ENTRY CONDITIONS

5.1 Overview

5.1.1 This Section 5 hereby specifies the Natural Gas delivery conditions of the Shipper at Entry Points and the principles for the acceptance of Natural Gas by the Transporter at the Entry Points, including the applicable restrictions to the acceptance in question.

The delivery of Natural Gas to the Transmission Network at the Entry Points shall be performed in compliance with the Gas Entry Provisions set out in this Section 5.

5.1.2 Connected System Delivery Contract

5.1.2.1 The technical specifications for and the operational activities of the stations at which the Natural Gas entering the Transmission System at the related Entry Point is measured, entry provisions of the delivered Natural Gas, determination of their Delivery Specifications shall be set out under the Connected System Delivery Contract.

5.1.2.2 The existence of a Connected Transmission System Delivery Contract shall not eliminate the obligations of the Shipper under the NOP and the Transporter shall not be required by the Shipper to take measures for any liability under the relevant Connected Transmission System Delivery Contract. Any Shipper that causes the Transporter to violate any Connected Transmission System Delivery Contract shall indemnify the Transporter for any loss that may occur.

5.2 Gas Entry Provisions

5.2.1. Among the Gas Entry Provisions in the Connected System Delivery Contract for any Entry Point, the following provisions (b) i., ii., with regard to them (iv) and (a) and the Shipper's obligations regarding the Transporter's fulfillment of its obligations in the Linked System Delivery Agreement, the same Entry Point will be preserved exactly in the STS and/or Delivery Agreements of the Shippers using. Gas Entry Provisions in the Connected System Delivery Contract shall include;

a) the location of the Connected System and the name of the Overseas Operator or Transmission Company or Storage Company or Generation Company,

Below provisions 2 (a), (b) and (d) and (1) of Gas Entry Provisions in Connected System Delivery Contract regarding any Entry Point, and the obligations of the Shipper regarding the fulfillment of the obligations of the Transporter in the Connected System Delivery Contract shall be preserved in the STC and/or Delivery Contracts of the Shippers using the same Entry Point. Gas Entry Provisions included in the Connected System Delivery Contract shall include:

1) the location of the Connected System and name of the Foreign Operator or Transmission Company or Storage Company or generation company;

2) the below details for the subject Entry Point:

a) limits and other conditions applicable to chemical composition of the delivered Natural Gas or Natural Gas supplied for delivery, H₂S, mercaptane sulfur, total sulfur, minimum and maximum pressure, minimum and maximum temperature, water dew point, hydrocarbon dew point, O₂ analysis and other specifications,

b) metering of the delivered Natural Gas or Natural Gas supplied for delivery, chemical qualifications, sampling and analysis for the determination of other qualifications, determination of Upper Calorific Value and other specifications, determination of its amount,

c) Information of the Transporter, Foreign Operator, or Transmission Company, or Storage Company, or Generation Company on the values determined according to the above (b),

d) Procedures, methods and standards including Entry Point Metering Provisions regarding the details referred to items in (a), (b) and (c).

5.2.2 The Transporter shall have the right to reject the Natural Gas delivery at the related Entry Point if it considers that the provisions of the NOP cannot be fulfilled due to the negative effect on the operation of the Transmission Network or part of it, due to non-compliance with any of the Gas Entry Provisions, until such non-compliance is eliminated. However, the utilization of this right shall be subject to the Transporter's fulfillment of its responsibilities under the Connected System Delivery Contract. Before exercising this right, the Transporter shall make its best efforts to notify all Shippers about this rejection and other details.

5.3 Natural Gas Delivery by the Shipper

5.3.1 The provision or delivery of Natural Gas to the Transporter for delivery shall be performed by the Shipper or its representative. All obligations pertaining to the Natural Gas delivered or provided for delivery shall belong to the Shipper.

5.3.2 Each of the Shippers using the Multiple Entry Point shall be deemed to have delivered the Natural Gas or submitted it for delivery with the same delivery specifications as each of the other Shipper. All such gas delivered or submitted for delivery shall be allocated among the Shippers according to the provisions of Article 9.

5.4 Compliance with Gas Entry Provisions

5.4.1 The Shipper shall not deliver Non-Compliant Gas or provide it for delivery.

5.4.2 The Transporter shall make a notification to the related Shipper if Non-Compliant Gas is supplied for delivery. The Transporter may take the following actions until the Shipper complies with the conditions of the related Gas Entry Provisions and the Quality Specification annexed to the NOP regarding the Natural Gas supplied for delivery at the Entry Point:

a) Reject whole or partial delivery of the Non-Compliant Gas,

b) Take the necessary measures to ensure that the Non-Compliant Gas becomes compliant with the Gas Entry Provisions and the Quality Specifications annexed to the NOP.

5.4.3 In the event that Non-Compliant Natural Gas is delivered or supplied for delivery, the rights, obligations and the responsibilities of the Transporter and the related Shipper shall be determined in compliance with the provisions of Article 11.3.

5.4.4 As soon as the Transporter notices that Non-Compliant Natural Gas is delivered to the Transmission Network, the Transporter shall promptly inform the Shipper using the related Entry Point of the situation.

5.5 Entry Restrictions

Subject to the provisions of the NOP, if the Transporter is unable to completely or partially accept the Natural Gas supplied by the Shipper for delivery due to an Emergency Event, Maintenance, Force Majeure, Limited Capacity Day or Operational Flow Measures, it shall be exempted from its obligations regarding the complete or partial acceptance and/or delivery of the Natural Gas supplied for delivery at the Entry Point.

5.6 Limited Delivery of the Natural Gas

5.6.1 If the Transporter determines that there is a Limited Capacity Day or that such day is approaching, it shall have the right to reduce or interrupt the Entry Point Flow Amount and take the necessary measures in relation thereto.

5.6.2 If the Limited Capacity Day has an effect on any Entry Point and if the Transporter uses the rights referred to in Article 5.6.1, the Transporter shall reduce the Flow Amount through distributing it on a non-discriminatory basis.

5.7 Entry Points

5.7.1 The party to operate the Metering Station for the Entry Point shall be specified in the Connected System Delivery Contract.

5.7.2 In case the Entry Point and Metering Station to meter the Natural Gas flowing from this point are located at different places, there shall be no exit from the pipeline between the Entry Point and the Metering Station.

5.7.3 The inspection of the Metering Equipment at the Metering Station shall be conducted by the Transporter or the Connected System operator. All relevant parties shall be informed via the EBT prior to the inspection. The parties shall have the right to have a representative during all control and adjustment processes.

5.7.4 The Transporter shall be able to establish new Entry Points to the Transmission Network at a time and place it deems appropriate in order to ensure the natural gas supply is transported to the Transmission Network as securely as possible. In the event that new Entry Points are established, the Transporter shall update the Entry Points posted on its website.

SECTION 6 EXIT TERMS

6.1 Overview

6.1.1 The provisions of this Section 6 shall apply to the Natural Gas Off Take from the Transmission Network at Exit Points.

6.1.2 The Exit Point shall be the Primary Exit Point or Secondary Exit Point where the natural gas is off taken the Transmission Network by the Shipper and the point where natural gas is supplied to Connected System excluding foreign transmission systems.

6.1.3 The STAs shall specify the pressure, temperature, Reserved Capacity or maximum Daily off take and the MHA for the Exit Point and state that the Natural Gas delivered at this Exit Point shall comply with the the specifications set out in the Natural Gas Quality Specifications annexed to this NOP.

6.1.4 The general conditions regarding the Metering Equipment to be used for Exit Points and applicable metering conditions are set out in Section 10. Special conditions shall be set out in Connection Contracts and/or relevant Delivery Contracts.

6.1.5 In the event that the Transporter permanently or temporarily suspends the Natural Gas connection to the End User Facilities or declines to transport gas thereto under the special circumstances set out in this NOP, the Transporter shall not be deemed to have violated its obligation to keep Natural Gas available for off take from the relevant Exit Point or Points.

6.1.6 The Transporters and the Shippers acknowledge and agree that any Exit Point can also simultaneously be an Entry Point, and vice versa. Therefore, although points where Storage Facilities (including LNG Terminals) are connected to the Transmission Network are defined as Entry Points, in case of injections from Transmission Network to the Storage Facilities (excluding LNG Terminals), such points shall be deemed as Exit Points.

6.2. Metering of Gas Taken Off

The Metering Equipment necessary for metering and recording the Natural Gas in accordance with the provisions of Section 10 shall be installed in accordance with the Technical Specifications, the Delivery Contract, or the Connected System Delivery Contract for the determination of the Natural Gas Off Take Amount at the Exit Point. The Technical Specifications in question shall be an integral part of the Connected System Delivery Contract.

6.3 Gas Off Take Conditions

The chemical composition of the Natural Gas delivered at the Exit Point by the Transporter and gas off take conditions regarding the Minimum Delivery Pressure shall be determined in accordance with the provisions of Section 11 and the relevant STC and/or Delivery Contract.

6.4 Gas Off Take Point

The Exit Point shall be specified in the related STC and/or the Delivery Contract and the Connected System Delivery Contract or the Operational Protocol and shall also be indicated on a schematic drawing.

6.5 Gas Off take Right and Obligations of Shippers

6.5.1 The Shipper shall have the right to take off Natural Gas Amounts from the Exit Point which they deliver at the Entry Point in compliance with the Program, Article 6.6 and the provisions of Section 14, provided that such Amounts do not exceed the Reserved Capacity.

6.5.2 The Shipper shall not perform Natural Gas Off take exceeding Natural Gas Amount delivered at the Entry Point in a Day, or MDA or Reserved Capacity. The Transporter shall not be obliged to deliver the Natural Gas Amount in excess of the amount delivered at the Entry Point in a Day, or MDA or Reserved Capacity.

6.5.3 If the Transporter considers that the operational security of the Transmission Network is under risk or there is a negative effect on the transmission service delivered to other Shippers or it is under risk due to the Natural Gas Amount taken off more than MHA mentioned in the STC, the Transporter shall have the right to interrupt or reduce the Natural Gas delivery at the related Exit Point until the related problem is eliminated or the system is restored.

In such a case, as stipulated in the related STC, the Transporter shall inform the related party that the Natural Gas Off take will be ceased or it will suspend the Natural Gas delivery. However,

the Transporter shall exert maximum efforts not to stop Natural gas delivery if it thinks that there are alternative solutions under existing conditions.

6.6 Compliance with the Profile

Hourly Amounts of that Day can be included in the TQN of the Shipper. Subject to the provisions of the NOP and STC and provided that the MHA is not exceeded, the Transporter shall exert maximum effort to meet Daily Off Take Amounts having variable hourly profile. The Transporter shall not be obliged to meet Daily Off Take Amounts having variable hourly profile.

6.7 Delivery Contracts: Gas Exit Provisions

Gas Exit Provisions for an Exit Point shall be preserved in the STC and/or Delivery Contracts of the Shippers using the same Exit Point. The Shippers shall have the right to take off Natural Gas according to the provisions of Section 6, as well as the Gas Exit Provisions of the STC and/or Delivery Contract.

Gas Exit Provisions with respect to each Exit Point shall include the following:

- a) The Exit Point and the actual consumption location of the Natural Gas, if any,
- b) The installed station and the equipment,
- c) Provisions regarding the Metering Equipment and the enforcement of metering standards,
- d) Minimum Delivery Pressure and maximum delivery pressure of the Natural Gas,
- e) Any additional procedure required to be followed in Emergency Events, if any,
- f) The number of Maintenance Days at the station that serves for the relevant Exit Point,
- g) If deemed necessary, other terms and conditions that may be appropriate and necessary for the objectives of the NOP regarding natural gas take off.

6.8 Access to Facilities

6.8.1 The Transporter shall have the right to enter the facilities of the End-Users or the facilities of any Third Party (if any) where the Natural Gas is delivered if necessary to use his rights under the NOP and/or to check whether they act in compliance with the conditions of the NOP and STC. The Shipping Suppliers shall ensure the reliable and safe access of the Transporter to the facilities. For this purpose, the Shipper shall sign a contract with the End-Users or Third Parties, granting access and entry rights to the Transporter.

6.8.2 Notwithstanding above provisions of Article 6.8, Shipping Suppliers shall take all necessary measures in order to ensure that the End Users are in compliance with the provisions of NOP, STC and relevant Delivery Contract. If the Shipping Supplier cannot ensure that the related End-User is in compliance with the provisions of the NOP the Transporter shall have the right to cease the Natural Gas transportation such portion of natural gas allocated to that Shipping Supplier and related to this End User and the provisions of STC of that Shipping Supplier shall be suspended until such time that the End User is in compliance with the provisions of NOP, but the Shipping Supplier shall continue to pay the transmission capacity fee contemplated in the Tariff.

6.9 Operation of Exit Points and Related Stations

The Transporter shall publish the Primary and Secondary Exit Points on its website. If a new Primary or Secondary Exit Point established, the Transporter shall update the Exit Points published on its website.

6.10 Gas Utilization Threshold

It is a fundamental principle that the Daily Off take at the Exit Points where 24 hours haul takes place is at least same as the value of the Gas Utilization Threshold. For the facilities where the necessity to re-furnish the Measurement Equipment has arisen according to this principle, such liability shall belong to the Distribution Company or the End User. The necessity to re-furnish the Measurement Equipment shall be reported to the Supplier by the Transporter. Daily Amount less than the value of the Gas Utilization Threshold can be determined by the Suppliers or those acting on behalf of the Suppliers for the Exit Points where no off take is made at some specific hours of the Day, provided that the appropriate proofs are presented to the Transporter proving that there is no off take at such times.

6.11 Utilization of Gas Over Measuring Capacity

It is essential that the gas off take at the Exit Points is at most the maximum measurement capacity of the measurement equipment in the station. In accordance with this principle, for the facilities where the obligation to re-equip Measuring Equipment is required, this obligation belongs to the Distribution Company or the End User. The Shipper is notified by the Transporter to the Distribution Company or the End User that the Measurement Equipment needs to be re-equipped. On the other hand, during the hours when the Measuring Equipment exceeds the maximum measurement limit of the measuring equipment, the hourly consumption amount shall be increased by thirty percent (30%) and the consumption of the relevant hour shall be determined.

SECTION 7 AMOUNT NOMINATION AND PROGRAM

7.1 Overview

7.1.1¹⁰¹ Natural Gas Amounts stated in the Transport Amount Notification by the Shipper shall not exceed the Reserve Capacity, except in cases where otherwise approved by the Shipper at its own discretion. However, any TMB which exceeds the Reserved Capacity of the Shipper regarding the Exit Points, shall be approved in a way not to exceed the MAK except for situations where there may be a danger in terms of system security such as force majeure, limited day, difficult day etc. This approval does not eliminate the liabilities for Capacity Exceeding Fee. In such cases, the program of each Shipper up to the capacity at that point shall be approved first. Programs falling between MAK and the total capacity of the Shippers are accepted by applying the program according to the current capacities of the Shippers. Programs falling between MAK and the total capacity of the Shippers are accepted pro-rata to the current capacities of the Shippers. At an upstream or downstream point to be activated by connecting to the system for the first time in the month, the TMB sent after the reservation will be approved.

7.1.2¹⁰² The Shipper shall make its TMB in accordance with the provisions of this 7th Section. The Transporter shall not seek the condition that the total amount of natural gas to be delivered at the Entry Points specified in the Shipper's TMB and the total amount of natural gas to be off taken from the Exit Points are equal.

7.1.3 The Shippers know and accept that the Transporter cannot make instant changes in the Flow Amount at a certain Exit Point under any circumstances. The Transporter will endeavor to meet the Daily off take amounts presenting a variable hourly profile at the TMB or TMDB of the

¹⁰¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 18 May 2018 and numbered 30425.

¹⁰² Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

Transporter, provided that ASM and Reserved Capacity are not exceeded and Transmission Network conditions permit.

7.1.4¹⁰³ The Transporter may carry out Balancing Gas purchase/sale procedures in the STP according to the justification codes detailed in Article 25 in order to maintain the balance of the natural gas transmission system, taking into account all TMB data of the Shippers.

7.2.¹⁰⁴ Amount Nomination, Amount Nomination Change Notification, Amount Nomination Change Instruction and Program

7.2.1. Amount Nomination, Amount Nomination Change Instruction and Program

7.2.1.1. For the Day, Shipper will transmit the TMB to the Transporter at the earliest on G-7, and until 16:45 on G-1, the latest TMB approval time, via the EBT. The transporter can extend this period provided that it is announced via the EBT.

7.2.1.2. Amount Nominations at Transit Entry Points are made within the time interval specified within the framework of the Connected System Delivery Contract made between the Transporter and the Transit Pipeline operator. In case of any change in this time interval, this change is announced by the Transporter at the EBT at the latest 15 (fifteen) days before the application.

The Transporter has the right to arrange TMBs made at transit entry points in accordance with the Connected System Delivery Contract. After this process, the Transporter can notify the Shipper to make TMDB.

If the Shipper does not transmit the Transit Entry Point TMB within the time determined by the Transporter, the Transporter arranges the TMB at this point with the information received from the Transit Pipeline operator within the framework of the provisions of the Connected System Delivery Contract. After this process, the Transporter can notify the Shipper to make TMDB.

7.2.1.3¹⁰⁵ As a rule, TMB may not be made in excess of capacity in the use of the capacity reserved under the provisions of this NOP by being entitled to make a capacity reservation for the purpose of importing spot pipe gas. However, if TMB is not given to the Transporter and/or the amount given is less than the capacity before the gas day regarding the capacity reserved for license holders other than the import (spot) license and/or spot pipe gas imports, TMDB above their reserved capacity may be given by the shippers with capacity at the same point, corresponding to the amount not subject to the TMB. In this context, in case of overcapacity, the overcapacity coefficients in this NOP shall be applied.

The following priorities are observed in the approval of the given TMDB by the Transporter; It is approved as the final program in cases where TMB and/or TMDBs of all shippers at the relevant point do not exceed MAK. In cases where this total program amount exceeds the MAK, the amount of the program up to the reserved capacity of the Shipper is given firstly, the demands on the reserved capacity are distributed on a pro-rata basis in proportion to their capacity, not exceeding the demand amount. In any case, the total program of the relevant point will not exceed the MAK of the point.

7.2.1.4¹⁰⁶ The transporter has the right to bring into compliance TMBs that are not transmitted in accordance with the terms of this section.

¹⁰³ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁰⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁰⁵ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 14 December 2019 and numbered 30978.

¹⁰⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 14 December 2019 and numbered 30978.

7.2.1.5¹⁰⁷ As a result of its own evaluations, the Transporter may issue TMDT to the Shipper in accordance with the provisions of Article 3.2 in order to ensure the physical balance of the transmission system. The Shipper will make TMDB after this TMDT and update its Program. Without prejudice to the provisions of Section 14, the Shippers are obliged to document to the Transporter that they do not have sufficient supply opportunities if they cannot comply with the Transporter's TMDT.

7.2.2.¹⁰⁸ Amount Nomination Change Notification

7.2.2.1¹⁰⁹ The Shippers may change their TMB's made at the physical entry and physical exit points for a gas day from the TMB approval time specified in 7.2.1.1 until G 15:45.

7.2.2.2¹¹⁰ TMB's regarding the transactions carried out by the Shippers in the STP for the relevant day are revised by the Market Operator on behalf of the Shippers.

7.2.2.3¹¹¹ Shippers, upon making TMDB, except when made for the reasons stated in Article 7.4 and TMDB as a result of TMDT, pay on the fee specified in Section 3.3.4, based on the point amount differences between the approved TMB and TMDB.

7.2.2.4¹¹² Shippers can make TMDB at the UDN Exit point as a result of a TMDB at the Warehouse Entry (including LNG terminals) point, provided that they do not exceed the amount of TMDB at the Warehouse Entry (including LNG terminals). As a result of this process, Shippers who make TMDB at the UDN Entry point can make TMDB at the UDN Exit point, provided that they do not exceed the total amount of TMDB at the UDN Entry point.

7.2.2.5¹¹³ Shippers cannot make TMDB in the UDN after their program, except for the cases in Article 7.2.2.4.

7.2.2.6¹¹⁴ The Shipper shall indicate the following in the TMB and TMDB:

- a) Day subject to TMB or TMDB,
- b) The Amount of Natural Gas determined for supply and off taken at each Entry Point and Exit Point (including Transfer Entry and Exit Points and National Balancing Entry and Exit Points),
- c) In case of Non-Compliant Gas, the estimated Amount of this Natural Gas, its chemical composition, water dewpoint, hydrocarbon dewpoint, wobbe index,
- d) Identity and contact information of the Third Party Supplier, if any, the Natural Gas Amounts to be provided by the Third Party Supplier and the Entry Point where this Natural Gas will enter,
- e) Identity of relevant End Users at Primary Exit Points and Secondary Exit Points and
- f) Its own identity,
- g) Where requested by the Transporter, documents confirming the Amounts subject to Entry Points issued by the Foreign Operator, Storage Operator, Transmission Operators, and Generation Company of the Natural Gas to be delivered to the Transmission Network.

7.2.3.¹¹⁵ **Transporter Approval**

Transporter may not refuse TMB and TMDB which:

- a) indicate an Amount equal to or less than the Reserved Capacity and, if any, the maximum daily draw for each Entry and Exit Point,

¹⁰⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 14 December 2019 and numbered 30978.

¹⁰⁸ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁰⁹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹¹⁰ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹¹¹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹¹² Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹¹³ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹¹⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹¹⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

b) contain an hourly Amount equal to or less than the ASM,
c) do not present a variable hourly profile,
d) comply with NOP, STS and PUE,
e) take into account a capacity transfer and/or conveyance carried out in accordance with the provisions of NOP,

f) are notified by the Market Operator as a result of the procedures carried out in the STP.

7.2.4.¹¹⁶ The transporter may refuse or accept a TMB and/or TMDB that does not comply with Article 7.2.3.

7.2.5.¹¹⁷

7.2.6.¹¹⁸ Without prejudice to the provisions of Articles 3.2 and 7.2.1.2, any TMB or TMDB approved by the Transporter will not relieve the Shipper from paying the Overcapacity Fee.

7.3 Under/Over Deliveries

7.3.1 Based on the evaluation of the information received from the Foreign Operator, Storage Company, Transmission Company and Generation Company as well as the hourly gas delivery findings, the Transporter may notify the related Shipper that the it may not deliver Natural Gas at the Exit Points more than the actual Amount delivered at the Entry Points for that Day, if there is a possibility of Natural Gas under delivery than the Program Amount at the Entry Points.

7.3.2 In the event that the Shipper delivers more than the Program Amounts at an Entry Point, the Transporter will not be obliged to store the Natural Gas in the Transmission Network as much as the over deliveries.

7.4.¹¹⁹ **Special Cases for TMDB or TMB Time Extension**

7.4.1¹²⁰ The Shipper has the right to depart from the procedure detailed in Article 7.2.1 for G-1 and to do TMDB, provided that it is limited to the relevant points and amounts, in the following cases;

- Force Majeure,
- Failure to deliver enough Natural Gas at an Entry Point due to Force Majeure,
- Planned maintenance periods,
- Receiving Operational Flow Order or Instruction,
- Unexpected malfunction in End User Facilities,
- End User Facilities cannot be commissioned due to operational difficulties despite having been intended to be commissioned for the first time on that Day,
- The need arises to make TMDB at the Transit Entry Point within the framework of the conditions specified in the Connected System Delivery Contract.

It is essential for the Shipper to document these conditions.

7.4.2 In a TMDB to be made in cases specified in Article 7.4.1, the following matters shall be specified in addition to the matters specified in Article 7.2.2;

- a) Related Program,
- b) The time when TMDB is requested to take effect.

¹¹⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹¹⁷ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 13 March 2013 and numbered 29294.

¹¹⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹¹⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹²⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

7.4.3 The Transporter may refuse or approve a TMDB within the scope of article 7.4, taking into account Articles 7.2.3 and 7.2.4. In the event that the Transporter refuses TMDB, the currently valid Program will continue to be in effect.

7.4.4¹²¹ The Transporter will approve the TMDB within the scope of Article 7.4 where possible. Actual gas flow in the Transmission Network shall be taken into account and if a TMDB for Amount reduction would result in a negative Flow Amount, the Transporter shall not accept this TMDB. In the event that the TMDB in the direction of reduction is not accepted due to the circumstances stated in Article 7.4.1 and if more natural gas has been delivered to the Transmission Network before, the Shippers will revise the TMDB as soon as possible, notify the Transporter and if possible, reduce the entry amount at the relevant Entry Point accordingly. This said overdelivery will be interpreted in accordance this article within the context of Section 3 as well.

7.4.4.1¹²²

7.4.4.2¹²³

7.4.5¹²⁴ The Transporter may give TMDT to the relevant Shippers in the event of a Difficult Day or Limited Capacity Day after 16:45 at G-1 or within the scope of Operational Flow Measures. A Shipper who receives such a notification shall make a TMDB as requested by the Transporter within two hours at the latest.

7.4.6¹²⁵

7.4.7¹²⁶

7.5¹²⁷ **Notifications**

The TMB, TMDT, TMDB and approval, rejection and change notifications of the Transporter to be made under this section shall be announced on the EBT and the notifications shall be kept by the Transporter and the Shipper.

SECTION 8

DELIVERY OF GAS: TRANSFER OF POSSESSION AND RESPONSIBILITIES

8.1¹²⁸ The possession and responsibility of the transported Natural Gas, in such Amount in energy terms of delivered Natural Gas, shall pass to the Transporter at the Entry Point and return to the Shipper at the Exit Point.

8.2 Each Shipper guarantees the following to the Transporter;

8.2.1 The ownership of all Natural Gas offered for delivery at the Entry Point belongs to the Shipper at this point,

8.2.2 The Natural Gas at the Entry Point is exempt from any mortgage, tax, commitment, or similar claims including any tax, concession right or other cost claims that may arise during its production, collection, processing, supply, or delivery to the Transmission Network.

¹²¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹²² Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹²³ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹²⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹²⁵ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹²⁶ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹²⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹²⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 25 October 2008 and numbered 27035.

8.3 The Shipper shall indemnify the Transporter for any loss, liability, damages, claim, action, costs and expenses to which it may be exposed as a result of the breach of the warranties mentioned in Article 8.2, and hold the Transporter harmless from the same.

8.4 The Transporter shall have free, full and unencumbered right of action, subject to the provisions of the STS and NOP, in the context of the inserting or off taking Natural Gas from the Transmission Network.

SECTION 9 ALLOCATION

9.1 Overview

9.1.1 The Transporter shall allocate the Daily Natural Gas Amount, measured at the stations determined for Entry and Exit Points and calculated according to these measurement data, to the Shippers in a transparent and fair manner, in accordance with the provisions of this Section.

9.1.2¹²⁹ The Transporter will allocate the Daily Allocation Amounts to the Shippers, excluding the UDN trade amounts made by the Shippers within the framework of Article 3.7.2, until 12:00 at G + 1 and announce this allocation to the Shippers via the EBT. It will also announce the amount of allocations of the Shippers, including the UDN trade made within the framework of Article 3.7.2, to the Shippers via the EBT until 14:05, and notify it to the Market Operator until 14:45 at G + 1.

9.1.3¹³⁰ The Transporter shall notify the Market Operator of the Daily Allocation Amounts of the Shippers until 12:00 pm at G + 1.

9.1.4¹³¹ (**Addition: 08/03/2018 – EMRA Decision No. 7727/art. 107**) Allocation Amounts of Shippers will be published by the Transporter via the EBT on the 9th day of the following month at the latest and notified to the Market Operator. Changes to the Daily Allocations notified daily in accordance with the provisions of this article made at the end of the month may only reflect allocation amounts that have been changed in accordance with the provisions of NOP regarding erroneous measurement and incorrect data entry. If any public holidays fall in the first 9 (nine) days in which the allowances are to be sent, the number of these days will be added to the 9 (nine) day period, provided that they do not exceed 3 (three) days.

9.1.5¹³² (**Addition: 08/03/2018 – EMRA Decision No. 7727/art. 108**) The Transporter shall not be held responsible for any outcomes that may arise from errors in the Allocations published at the end of the day and/or at the end of the month or the procedures made by the Transporter in the STP based on these Allocations except where the transporter is in gross negligence and fault. The rights of the Shipper against other parties arising from the relevant legislation and general provisions regarding errors that cannot be attributed to the Shipper are reserved.

9.2 Allocation at Physical Points

9.2.1 Single Entry and Exit Point

¹²⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 02 February 2019 and numbered 30674.

¹³⁰ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹³¹ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹³² Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

The entire amount of Natural Gas measured for Entry and Exit Points used by a single Shipper and calculated accordingly will be allocated to the Shipper using this point. These allocation Amounts are the daily entry or daily off take of the Shippers at that point for the relevant Day.

9.2.2 Multiple Entry and Exit Points

9.2.2.1 If the purchase agreements of all Shippers supplying natural gas from the same source at an import Multiple Entry Point (excluding LNG Terminals and points where spot pipe gas imports physically occur) contain provisions that bind all Shippers on how the total amount of natural gas delivered will be allocated among the Shippers, then as a result of the notification of these special provisions to the Transporter, the Allocation shall be made in accordance with the said special provisions. Otherwise, the allocation is made by distributing the measured amount at that point in proportion to the Shippers' Programs. However, upon the start of the import of Spot Pipe Gas at the said Entry Point, no allocation shall be made in accordance with these special provisions.

Allocation at an entry point where Spot Pipe Gas is imported shall be made primarily according to a connected system delivery contract in force between transmission system operators; if this agreement is not available, it is made by taking into account the provisions of the allocation protocol signed between all system users at the relevant entry point, including the Shipper importing spot pipe gas. In cases where there is no written document signed between all parties, the daily TMB amounts of import license holders other than import (spot) license holders shall be given priority, and at the first stage, the allocation amounts of Shippers who hold import licenses other than import (spot) licenses shall be allocated, by considering their allocation amounts and Programs, and if there is any remaining amount subject to the allocation, then by considering the spot pipe gas import Programs. In this context, respectively;

- If the amount measured at the relevant Entry Point is less than or equal to the total Program of the import license holders other than the import (spot) license holders, the measured amount shall be allocated to the import license holders other than the import (spot) license holders, taking into account the Program or capacity amounts, whichever is smaller; if there is a remaining amount, Allocation of this amount shall be made among the Shippers, taking into account the Program or capacity amounts of the spot license holders, whichever is smaller, if there is an additional amount subject to Allocation, this amount shall be allocated among the import license holders other than import (spot) license holders and import (spot) license holders in proportion to their capacities. This process shall continue until the additional amount allocation is terminated.

- If the amount measured at the relevant Entry Point is more than the total Program of import license holders other than import (spot) license holders, Allocation shall be primarily made to long-term license holders, in the amount of the Program or capacity, whichever is smaller; if there is any remaining, the Program or capacity amount, whichever is smaller, of spot pipe gas importers shall be allocated. If there is an additional amount subject to allocation, this amount shall be allocated among the import license holders other than import (spot) license holders and import (spot) license holders whose demand was not met, in proportion to their capacities.

- If the amount measured at the relevant Entry Point is more than the Program of all Shippers, the excess amount shall be allocated in proportion to the Shippers' programs.

9.2.2.2¹³³ Data regarding storage facilities and generation facilities which forms the basis of Allocation at Multiple Entry Points are entered into the EBT by the relevant Storage or Generation Companies. If the data at these points has not been entered by the relevant operator until the time

¹³³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

specified in Article 9.1.2, the Allocation is made by distributing the Amount measured at that point in proportion to the Shippers' Programs.

9.2.2.3¹³⁴ Allocation of natural gas measured for Multiple Exit Points and calculated accordingly to Shippers is made by taking into account the total measurement data in the sub-stream of all Shippers provided by the relevant Distribution Companies until the time specified in Article 9.1.2.

9.2.2.4 If an End User connected to a multiple Exit Point has purchase agreements with more than one Shipper, if there is an agreement/protocol among all said Shippers that is binding on all relevant Shippers regarding how the total Natural Gas Amount delivered at the relevant Exit Point will be allocated between the Shippers, the Allocation for the relevant Exit Point is made in accordance with the provisions of this agreement/protocol for the Shippers in question, as a result of the notification of the provisions of this agreement/protocol to the Transporter. Otherwise, the Allocation shall be made by distributing the Amounts measured at that point in proportion to the reserved capacities of the Shippers.

9.2.3 Where Flow Data Is Not Received

9.2.3.1¹³⁵ Where the flow data is not received or where erroneous flow data is received, the average of the values of the last seven Days with flow at the Exit Points shall be determined as the flow data for that Day. If there is no data for the last seven Days at the relevant point in the EBT and the relevant point is a Primary Exit Point, then the total Program Amount of the Shippers shall be determined as flow data for the Day that is subject to calculation. If the point in question is a point connected to the Primary Exit Point, flow data for the Day that is subject to calculation shall be determined as 0 (zero) Sm³.

9.2.3.2 If no data is received at the Entry Points, the Allocation is made by taking into account the total of the Programs as the flow data.

9.2.4¹³⁶ Erroneous Allocation Situation

9.2.4.1¹³⁷ If it is detected during the invoice period that there has been erroneous data entry, due to incorrect measurement within the scope of Section 10 or any other reason, the Allocation values will be corrected by the Transporter after the Amounts subject to error on the day of erroneous data entry are notified to the Transporter via the EBT. The calendar regarding erroneous data correction processes is determined by the Transporter to be no later than within the 3rd day of the following month and announced to the Shippers and related parties.

9.2.4.2¹³⁸ If it is detected outside the invoicing period that there has been erroneous data entry, due to incorrect measurement within the scope of Section 10 or any other reason, and is sent to the Transporter with a memorandum of understanding showing the agreement of all parties at the relevant point, the incorrectly measured Amount will be considered in the calculations of Retrospective Correction Item. In this case, the correction of the Allocation data subject to an invoicing period is carried out in such a way that all the procedures subject to the invoice made by the Transporter and Market Operator are re-executed and the effect of the error correction process on all participants is considered. Correction is carried out by considering the effects on the relevant Shippers at the point where the error was corrected. Correction within the framework of these provisions is carried out in case of detection of erroneous measurements up to 24 (twenty-four)

¹³⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹³⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹³⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹³⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹³⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

months ago. In addition to the matters regulated in this article, the parties' rights to claim arising from private law are reserved.

Following the detection of erroneous data entry due to erroneous measurement or any other reason and its notification to the Transporter, the relevant correction procedure shall be performed by the Transporter and/or Market Operator for the first following invoice period. The detailed notification by the Market Operator, which includes the amount and costs related to the correction, shall be notified to the relevant Market Participant and/or System User.

9.2.5 In cases where there is no data flow to the EBT or it is detected that there is an error in the data flow, the Allocation correction is applied within the framework of the provisions in Article 9.2.4.

9.3 Allocation in Virtual Points

9.3.1¹³⁹ Transfer Entry and Exit Points

So long as the Entry Allocation Amount which the Shipper who transfers the Natural Gas at the Transfer Point enters into the Transmission Network of the Natural Gas to be transferred is not less than the total of the Program Amounts for the said Day at the Transfer Entry/Exit Points, the Allocation Amount at the Transfer Exit Point of a Shipper (hence the Allocation Amount at the Transfer Entry Point of the Shipper who takes over the Natural Gas) shall be equal to the Program Amount for the said day at the Transfer Entry/Exit Point where the transfer takes place.

Otherwise, the Allocation Amount at the Transfer Exit Point of a Shipper (hence the Allocation Amount at the Transfer Entry Point of the Shipper that takes the Natural Gas) shall be calculated as follows in proportion to the programs of the relevant Shippers:

$$\text{TGM} = \text{PTM} * (\text{M} / \text{PM})$$

In this formula;

TGM: Amount allocated to the Shipper taking transfer of natural gas at Transfer Entry Point,

M: In the allocation Day, the Amount of natural gas to be delivered at the Entry Point, where it enters the Transmission Network, by the Shipper using the Transfer Exit Point and determined in accordance with Article 9.2

PTM: Program Amount on the relevant Day for the Transfer Entry Point of the Shipper,

PM: The total of the Program Amounts of the Day at the Transfer Entry/Exit Points at the relevant Entry Point where the transfer takes place

In other matters regarding the Allocation at Transfer Entry and Exit Points, the procedures specified in Article 9.2 are applied by analogy.

9.3.2 Allocation at National Balancing Entry and Exit Points is applied equally to the Program.

9.3.3¹⁴⁰ The Allocation amount for Internal Gas Usage is applied equal to the Program amount on the relevant Day. However, at the end of the month, it is corrected by the amount of gas measured by the Transporter. The Allocation amount for Balancing Gas is applied equal to the Program amount.

SECTION 10 MEASUREMENT AND INSPECTION

10.1 Overview

¹³⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁴⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 02 February 2019 and numbered 30674.

10.1.1¹⁴¹ Measurement Provisions to be included in the Delivery Agreements between the Transporter and the Shipper or someone acting on their behalf shall include the following:

- a) Measuring, sampling and analyzing natural gas delivered at Entry Points and Exit Points,
- b) Procedures, methods and standards for determining the volume and Upper Calorific Value of the natural gas in question,
- c) Standards and procedures regarding the measurement accuracy required for the inspection and adjustment of the Measurement Equipment,
- d) Provisions regarding how the volume, amount and other Delivery Features of Natural Gas that is delivered or submitted for delivery are to be determined in the event that any Metering Equipment fails to measure or measures incorrectly, or if it is found to be inconsistent with any of the Entry Point Measuring Provisions,
- e) Provisions pertaining to the resolution, including settlement by agreement, of any difference or dispute between the Shipper and the Transporter regarding the volume, amount or any Delivery Feature of Natural Gas delivered or submitted for delivery.

Each Shipper agrees that the volume, amount or any Delivery Feature of Natural Gas delivered or submitted for delivery at the Entry Point and its compliance or non-compliance with the Gas Entry Provisions will be determined by the Transporter and itself and the Overseas Operator, Storage Company, Transmission Company, Generation Company, depending on the situation, and that it will be bound by the records determined in this way.

10.2 Measurement Equipment

10.2.1 The Measurement Equipment includes the equipment by which the Natural Gas received and delivered at the Entry and Exit Point of the Transmission Network is measured, sampled, analyzed and similar processes are performed.

10.2.2 For each Exit Point, the Transporter installs, operates, improves and Maintains the Measuring Equipment, excluding or including the gas chromatograph device, or ensures that these are made. The Transporter is obliged to ensure that a gas chromatograph device is always in operation within the Measuring Equipment for the analysis of Natural Gas passing through each Entry Point and Primary Exit Point. The Transporter installs, operates, Maintains or ensures that the gas chromatograph device is set up within the scope of the Measurement Equipment for each Primary Exit Point. For the Natural Gas analysis values regarding Exit Points where there is no gas chromatograph in the Measurement Equipment, the analysis results of the nearest gas chromatograph device on the upstream side of that point, after the blending point of the Natural Gas, if any, shall be taken into account.

10.2.3 The relevant provisions of the Operating Protocol shall be included in the STS and/or Delivery Contract signed between the Transporter and the Shipper using the Exit Point related to the stations belonging to the Distribution Companies. A model Operational Protocol shall be announced on the website of the Transporter.

10.3¹⁴² **Metering Flow Amount**

The operating ranges that the Measurement Equipment should have are determined in the Connected System Delivery Contract for the Entry Points and in the Delivery Agreement for the Exit Points.

¹⁴¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁴² Amended pursuant to the EMRA Decision published in the Official Gazette dated 30 December 2017 and numbered 30286.

Reading of the measurement devices for the detection of Natural Gas passing through the Entry and Exit Points shall be done through one of:

- the Remote Reading Method or,
- at the delivery point by the Transporter or under the supervision of the Transporter.

Issues regarding how often and how the measurement devices will be read shall be included in the Connected System Delivery Contract and the Delivery Agreement. The Shippers are entitled to have a representative during the reading of the measurement devices.

10.4 Exit Point Metering

10.4.1 The Natural Gas Amount delivered to any Shipper at the Exit Point shall be calculated in Sm³ terms by multiplying the volume of Natural Gas off taken from the related Exit Point, corrected automatically or manually for 15 ° C temperature and 1.01325 Bar absolute pressure, by Upper Calorific Value, and dividing the result by 9155. The following calculation is made in order to express the amount of Natural Gas in kWh unit:

$$\text{Natural Gas Amount (kWh)} = \text{Natural Gas Amount (Sm}^3\text{)} \times 10.64$$

The relevant Upper Calorific Value is the Upper Calorific Value determined by the gas chromatograph device within the Measurement Equipment used for this Exit Point, and in the absence thereof, by the closest device as specified in Article 10.2.2.

10.4.2¹⁴³ The Transporter will publish the pressure and amount values on the basis of the regions determined in the transmission system and the following information on all Entry Points and Primary Exit Points used by at least 3 (three) Shippers on the basis of points every day until the time specified in Section 9.1.2. in the EBT and notify the same to the Market Operator to be announced in the STP.

From the information that the Transporter is aware of during the day:

- Instantaneous Flow Rate
- Instant Upper Calorific Value
- Instant Delivery Pressure

At the end of the day:

- Total Amount Per Day
- Daily Average Upper Calorific Value (Flow Weighted)
- Daily Average Delivery Pressure (Flow Weighted)

Total program and allocation values of the relevant Shippers at all entry and exit points

10.5 Control of Exit Point Measurement Equipment

10.5.1¹⁴⁴ The Transporter will check and/or ensure that the Metering Equipment used for each Exit Point is checked at least once per Gas Year. Before the check, the shipper is informed via the EBT. The shipper has the right to have a representative in all checking and adjustment procedures.

10.5.2 A Shipper shall have the right to access the Measurement Equipment used for each Exit Point from which it draws Natural Gas, under the supervision of the Transporter, provided that it notifies the Transporter reasonably ahead of time. Transporter has the exclusive right to access and inspect the Measurement Equipment. Within the scope of this right, the operating personnel of the Transporter have the right to enter the area where the Measurement Equipment is located and to check the parameters foreseen for manual entry into the measurement equipment.

¹⁴³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁴⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 09 March 2016 and numbered 29648.

10.5.3 A Shipper may at any time request a check of the Measurement Equipment used for the Exit Point from which it draws Natural Gas. The requested check will be carried out in the shortest possible time. If, as a result of this check, it is determined that the Measurement Equipment provides data within the Measurement Tolerance and the period between this check and the previous check is less than one year, the costs and expenses of the check will be assumed by the requesting Shipper. If the period between this check and the previous check is more than one year or if it is determined that the Measurement Equipment provides data outside of in the Measurement Tolerance, the costs and expenses of the check will be borne by the Transporter.

10.5.4 The Transporter may check the Measurement Equipment at any time at its own cost and expense.

10.5.5¹⁴⁵ Following a check in accordance with this Article 10.5, the Measurement Equipment will be adjusted or modified to present data in the middle of the Measurement Tolerance. Before a change is made, the parties at the relevant Exit Point are informed with an announcement to be made on the EBT. The Shipper has the right to have a representative in this process.

10.5.6¹⁴⁶ (Amended: 02/03/2016 – EMRA Decision No. 6135) All checks and adjustments to be made in the Measurement Equipment will be made by the Transporter or under the supervision of the Transporter. All relevant parties shall be informed through the EBT before action. The Shipper has the right to have a representative in all check and adjustment procedures and to request a report containing the results of the check.

10.5.7 The said check shall become binding on the Transporter and the Shipper if the Shipper does not object to the finality of the check within fifteen (15) business days following the check, even if the Shipper does not participate in the check. In the event that there is an objection and this dispute cannot be resolved within fifteen (15) business days from the date of receipt of the objection by the Transporter, the Transporter or the Shipper may resort to having the issue resolved in accordance with Section 16.

10.6¹⁴⁷ Exit Point Measurement Equipment Failure

If it is detected that the Measurement Equipment used for the Exit Point for any reason does not measure or measures erroneously, the Natural Gas Off Take Amount during the period before such detection shall be determined as follows.

If a deviation percentage beyond the Measurement Tolerance is determined at the end of the test and check of the Measurement Equipment, the effect of such deviation percentage to the measurement Amount shall be calculated. If the difference between the newly determined measurement Amount and the previously determined Amount remains within the tolerance specified in the relevant Delivery Contract, provided that it does not exceed 2% (two percent), the previous measurement Amount will be deemed valid. If this difference exceeds the tolerance specified in the Delivery Contract, the measurement Amount is re-determined using the percentage of deviation outside this tolerance.

If the percentage of deviation outside the Measurement Tolerance cannot be determined, the parties will try to agree on one of the following methods (in order of priority).

- Confirmatory Measurement Equipment at the Exit Point (if equipped)
- Calculations that can be made manually in line with Gas Engineering technology,

¹⁴⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 09 March 2016 and numbered 29648.

¹⁴⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 09 March 2016 and numbered 29648.

¹⁴⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 28 November 2007 and numbered 26714.

- Other measurement systems that can be taken as a reference outside the station (for example, values in measurement systems located downstream),
- Amounts determined on days with similar conditions (air temperature, number of residential subscribers, etc.) in the past,
- Any other method to be agreed by the parties.

¹⁴⁸In the event that the parties cannot reach an agreement on one of the abovementioned alternatives, if the Transporter believes that the Off Take Amount determined initially by the Control Purpose Measurement Equipment is accurate then the Transporter shall determine the Off Take Amount in this manner as mentioned in detail in the relevant Delivery Contract, provided that provisions regarding the Settlement of Disputes in the Standard Transportation Contract are reserved. If it decides that this option cannot be used, it will evaluate whether there is sufficient and reliable data to determine the Off Take Amount manually in line with Gas Engineering technology. As a result of its own assessment, the Transporter will be able to determine the Off Take Amount using the aforementioned manual calculation method. If the Transporter decides that these two options are unavailable, the averages of the Off Take Amounts before the day the meter was disabled during the current Quarter will be taken. If, during the quarter in question, there are day(s) in which the consumption is 0 (zero) or the Off Take Amount cannot be read, the off takes of the previous following day or days will be taken into account instead of these days.

¹⁴⁹ If, for any reason, the meter fails to operate from the first day the gas is supplied, the values of the month or months in which the meters become operational are taken into account in order to determine the Amount delivered/received. Again for these periods, if there are day or days where consumption is 0 (zero) or the Off Take Amount cannot be read, the off takes of the next day or days following will be taken into account instead of these days.

If the date of occurrence of the error cannot be determined, it will be assumed that the Measurement Equipment has made an incorrect measurement in the last half of the period after the last recorded check.

In case of detection of a malfunction of the Measurement Equipment, it is essential to make the necessary repair or replace this Measurement Equipment without delay. In case the malfunction cannot be rectified immediately, the method to be followed for determining the measurement amount shall be specified in the relevant Delivery Contract.

For Export Exit Points, these matters shall be included in the relevant Connected System Delivery Contract.

10.7 Entry Point Measurement

The Natural Gas amount delivered at an Entry Point shall be the amount measured by the Measurement Equipment at the related Entry Point. This total Natural Gas amount shall be converted into Sm3 and kWh and be allocated to the Shippers in accordance with Section 9.

10.8 Check of the Entry Point Measurement Equipment and Its Error

10.8.1 The Transporter will operate and Maintain the Measurement Equipment used for Entry Points, or ensure that its operation and maintenance is undertaken. The Transporter will make the necessary notifications to the Shippers so that the Shippers can exercise their right to have a representative in the check of the Entry Point Measurement Equipment.

¹⁴⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 25 October 2008 and numbered 27035.

¹⁴⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 25 October 2008 and numbered 27035.

10.8.2 Faulty measurements of the Measurement Equipment used for the Entry Point will be corrected in accordance with the provisions of the Connected System Delivery Contracts.

10.8.3¹⁵⁰ If a correction is made as per the subparagraph 10.8.2, the Transporter shall notify this to the Shipper delivering Natural Gas at that Entry Point within the following month. In this case, the Allocation shall be made or amended to reflect the corrected device records as per this Section 10. Internal Utilization Gas Amounts, including the Natural Gas Not Included in the Account, will also be adjusted accordingly.

SECTION 11 QUALITY AND PRESSURE

11.1¹⁵¹ **Quality**

The Natural Gas delivered or submitted for delivery to the Transporter by the Shipper at the Entry Point shall;

- a) Conform to the Natural Gas Quality Specifications, provided in Annex 1 of the NOP,
- b) Not contain external substances (dust and other solid and liquid materials).

The Natural Gas delivered or submitted for delivery to the Transporter by the Shipper at the Entry Point will comply with the relevant Gas Entry Provisions in addition to the above.

The Shipper shall undertake all necessary efforts for the Natural Gas presented to the Transporter for delivery to be subjected to quality control measures in order to ensure that the Natural Gas is delivered in compliance with the Gas Entry Provisions and the Natural Gas Quality Specifications annexed to the NOP.

Natural gas delivered to or presented for delivery to the Shipper by the Transporter at the exit point shall be in compliance with Natural Gas Quality Specifications provided in Annex-1 of the NOP. At Primary Exit Points whose ownership and operational responsibility belong to the Transporter, it shall be under the responsibility of the Transporter to carry out the necessary filtration processes for purification of natural gas from foreign substances (dust or other solid or liquid substances) at Primary Exit Points before it is supplied to end users.

11.2 Pressure

11.2.1 Minimum and Maximum Delivery Pressures of the Natural Gas at Exit Point shall be indicated in the STS. The Transporter is under an obligation to provide the Minimum Delivery Pressure and not to exceed the maximum pressure mentioned in the STS.

11.2.2 The Transporter's obligation to deliver Natural Gas within the pressure limits in the STS is subject to the condition that the maximum Flow Amounts (Reserved Capacity, ASM and maximum daily off take) are not exceeded.

11.2.3 In the event that measures or work is required to ensure the Minimum Delivery Pressure due to an increase in the use of Natural Gas around the Transmission Network feeding the Exit Point, the Transporter shall inform the affected Shippers as soon as possible of the date when the Minimum Delivery Pressure will need to be reduced and the reduced pressure that can be achieved within this period.

11.2.4 Subject to the provisions of Section 13 of the NOP, Transporters shall not program their operations or activities in a way that could cause Transmission Network pressures to decrease

¹⁵⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁵¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

to operationally unacceptable levels or adversely affect the transportation service, despite knowing the consequences.

11.2.5¹⁵² On Days when the Transporter delivers Natural Gas to the Shipper below the Minimum Delivery Pressure, the Transporter shall pay the price determined in the Board Decision on the Tariffs for the Natural Gas Market Transmission and Dispatch Control for the relevant part of the Daily Off Take for those Days at the relevant Exit Point.

¹⁵³ However, on Days where, upon the request of the End Users and/or Shippers at the Exit points, Natural Gas is requested to be delivered below the Minimum Delivery Pressure, the amount specified in Article 11.2.5 shall not be paid to the Shipper for the relevant part of the Daily Off Take for such Days at the relevant Exit Point.

11.2.6¹⁵⁴ The Shipper is obliged to deliver the Natural Gas to the Transporter within the pressure limits specified in the Gas Entry Provisions. The Shipper pays the price determined in the Board Decision on the Tariffs for the Natural Gas Market Transmission and Dispatch Control for the relevant Amount on the Days when the Natural Gas is delivered below the minimum pressure specified in the Gas Entry Provisions.

11.3 Non-Compliant Gas and Unqualified Gas

11.3.1 If the mixture of Natural Gas delivered by different Shippers at the same Entry Point is Non-Compliant Gas, all of these Shippers will be deemed to have delivered Non-Compliant Gas.

11.3.2 In case Non-Compliant Gas is delivered, the Shipper that has delivered such Non-Compliant Gas shall repay to the Transporter the due expenses and costs incurred by the Transporter for the delivery of the Non-Compliant Gas, irrespective of whether it has been accepted according to the provisions of Article 5.4 or the Transporter has noticed that the related Natural Gas is Non-compliant Gas only after the delivery. If any amount is required by the Transporter, the Transporter shall notify the Shipper as soon as reasonably possible and provide the following information;

a) Relevant Entry Point and the Day or Days on which Unqualified Gas was supplied to the Transmission Network;

b) the details of the non-compliance of the Unqualified Gas with the Natural Gas Quality Specification in the NOP annex;

c) Purpose, details and explanations of costs and expenses incurred;

d) The Amount of Unqualified Gas that the Transporter has taken into the system.

The costs and expenses of the Transporter include, but are not limited to, the costs and expenses incurred for the following purposes.

a) Cleaning whole or part of the Transmission Network or elimination of all other damages caused by the acceptance of the Non-Compliant Gas,

b) Taking reasonable precautions to ensure the proper operation of the Transmission Network, regardless of the delivery or continuation of the delivery of the Non-Compliant Gas in question,

c) Taking all kinds of measures that may be reasonably necessary in order to make the said Non-Compliant Gas compliant with the relevant Gas Entry Provisions and the Natural Gas Quality Specification attached to the NOP.

¹⁵² Amended pursuant to the EMRA Decision published in the Official Gazette dated 20 April 2011 and numbered 27911.

¹⁵³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 31 December 2011 and numbered 28159.

¹⁵⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 20 April 2011 and numbered 27911.

The said costs and expenses will be collected from the Shippers responsible for Non-Compliant Gas in proportion to the allocation made according to Section 9 for that Day.

It is the responsibility of the relevant Shippers to repair any damages that may occur in the End User Facilities due to Non-Compliant Gas.

¹⁵⁵ However, the costs and expenses paid to the Transporter by a Shipper pursuant to this subparagraph 11.3.2 shall in no event exceed ten percent (10%) of the amount calculated by multiplying the GRF realized in the STP for the gas days related to the Amount allocated to the Shipper according to Section 9.

11.3.3¹⁵⁶ In the event that the Non-Compliant Natural Gas has not entered the Transmission Network and there is Unqualified Gas at an Exit Point, the Shipper may, at its own discretion, until the Natural Gas complies with the Natural Gas Quality Specification in the NOP annex,

- a) Accept the Unqualified Gas or
- b) Refuse the Unqualified Gas.

11.3.4 If the Shipper accepts the Unqualified Gas in accordance with subparagraph 11.3.3, the Transporter will pay the costs and expenses incurred by the Shipper to make the Unqualified Gas available for use at the relevant End User Facility.

However, in no event shall the amount to be paid exceed 10% of the amount calculated by multiplying the total Amount of Unqualified Gas which is drawn by the Shipper from the Transmission Network at the relevant Exit Point during the relevant Day and allocated to the Shipper according to Section 9 by the Balancing Gas Price specified in the Tariff.

In the event the Shipper refuses the Unqualified Gas in accordance with the subparagraph 11.3.3, the Transporter will pay to the Shipper 20% of the amount found by multiplying the refused Unqualified Gas Amount by the Service Deduction Fee in the Tariff.

11.3.5 If any amount is required to be paid to a Shipper pursuant to this Article 11.3, the Shipper shall notify the Transporter as soon as reasonably possible and provide the following information;

- a) The related Exit Point and the Day or Days when the Unqualified Gas is off taken from the Transmission Network;
- b) The details of the non-compliance of the Unqualified Gas with the Natural Gas Quality Specification in the NOP annex;
- c) The purposes, details and explanations of the costs and expenses specified in subparagraph 11.3.4;
- d) The Amount of Unqualified Gas the Shipper off takes.

SECTION 12 SYSTEM PLANNING

12.1¹⁵⁷ **Overview**

In line with planning purposes, each Shipper shall send non-binding short, medium and long term Natural Gas supply and demand forecasts to the Transporter. The Transporter will prepare and publish on its website, on an annual basis by the end of June every year, a ten (10) year natural gas transmission capacity projection report, taking into account the forecasts and market data

¹⁵⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁵⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁵⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

presented by the Shippers, which also includes projects for the development of the Transmission Network, which is not binding for itself.

12.2¹⁵⁸ Forecasts

If the Transporter requests it with an announcement published on the EBT, the Shipper shall notify the Transporter in writing about the Amount of supply and demand close to the reality for the requested period to be delivered at each Entry Point and received at each Exit Point.

12.2.1¹⁵⁹

12.2.2¹⁶⁰

12.2.3¹⁶¹

12.2.4¹⁶²

12.3 Additional Information

The Shipper shall make every effort to provide any information reasonably requested by the Transporter in order to assist the Transporter in planning future Natural Gas deliveries to or from the Transmission Network.

SECTION 13 MAINTENANCE

13.1 Overview

The Transporter will operate the Transmission Network in accordance with the NOP provisions, and carry out Maintenance work.

13.2 Maintenance

The Transporter will determine the Maintenance work required for the Transmission Network and, if possible, will perform the Scheduled Maintenance on a Maintenance Day without departing from the pre-established schedule.

13.3 Maintenance Planning

13.3.1 The Shippers will provide the Transporter with the information that the Transporter will request from them for the preparation, scheduling and execution of Maintenance as soon as possible.

13.3.2 The Transporter will notify the Shippers about the Maintenance Schedule prepared for each Gas Year prior to the relevant Gas Year. In the Maintenance Schedule, the Entry Points and Exit Points that will be affected by the Scheduled Maintenance and, if possible, the Maintenance period will be specified.

13.3.3 The Transporter will plan the Maintenance Schedule in a way that it will carry out the Maintenance work as synchronously as possible with the Connected Systems.

13.4¹⁶³ Calendar

¹⁵⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 10 December 2016 and numbered 29914.

¹⁵⁹ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 10 December 2016 and numbered 29914.

¹⁶⁰ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 10 December 2016 and numbered 29914.

¹⁶¹ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 10 December 2016 and numbered 29914.

¹⁶² Repealed pursuant to the EMRA Decision published in the Official Gazette dated 10 December 2016 and numbered 29914.

¹⁶³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 2 March 2016 and numbered 29648.

13.4.1. Maintenance Program preparation calendar for each Gas Year will be as follows;

a) The Shippers shall notify the Transporter of the maintenance requirements, duration and periods of the next Gas Year End User Facilities until 1st of October of the current Gas Year,

b) The Transporter will discuss with Shippers Maintenance plans for the next Gas Year in meetings that it will schedule with the Shippers to be held between 1 October and 15 November of the current Gas Year,

c)¹⁶⁴ The Transporter will notify the Maintenance Schedule of the next Gas Year by announcement on the Electronic Bulletin Board (EBT) until 15 November of the current Gas Year.

13.4.2.¹⁶⁵ The Transporter may change the content, periods, dates, and Maintenance duration in the Maintenance Program, provided that it notifies the affected Shippers at least 30 days in advance, in the event that the conditions come to pass which it had not foreseen at the time that it notified the Shippers regarding the Maintenance Program.

13.5 Transporter's Obligations

In the event that the transport capacity of the Transmission Network decreases due to a Maintenance resulting from Scheduled Maintenance or Force Majeure, the Transporter's obligations to receive, transport and deliver Natural Gas according to the NOP and STS will be eliminated to the same extent.

13.6 Maintenance Limits

13.6.1 Transporter will limit Scheduled Maintenance to a total of fifteen (15) Maintenance Days within a Gas Year. In addition, for Scheduled Maintenance at Exit Points, it will be able to receive additional Maintenance Days specified in the STS according to Article 6.7. Additional Maintenance Days for Entry Points will be determined according to the number of days specified in the relevant Connected System Delivery Contract.

13.6.2 The Transporter is entitled to perform unscheduled Maintenance deemed necessary for the operation of the Transmission Network, in addition to the Scheduled Maintenance, provided that it notifies each affected Shipper in reasonable time.

13.7¹⁶⁶ The payment obligations of the Shippers within the scope of the NOP and the STS related to capacity reservation will continue during the Maintenance period.

13.8¹⁶⁷ The Transporter will effectuate the reduction in Natural Gas deliveries due to Maintenance fairly, openly (subject to the relevant confidentiality obligations) and without discrimination among the Shippers directly affected by the Maintenance. The Transporter will make the reduction in the deliveries of the Shippers, as far as possible, in accordance with subparagraph 14.11.2.

13.9 The Shippers will take delivery of the Natural Gas as requested by the Transporter at the Exit Point and assist the Transporter in Maintenance.

13.10¹⁶⁸ Special Off Takes

¹⁶⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁶⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁶⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 10 December 2009 and numbered 27428.

¹⁶⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 10 December 2009 and numbered 27428.

¹⁶⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 10 December 2009 and numbered 27428.

If there is a part of the Transmission Network that is used exclusively by some Shippers, the Transporter shall perform the Maintenance in this section in consultation with these Shippers.

SECTION 14

EMERGENCY EVENT, DIFFICULT DAY, LIMITED CAPACITY DAY, OPERATIONAL FLOW MEASURES

14.1.¹⁶⁹ Overview

This Section governs the obligations of Shippers in order that the Transporter may fulfill its responsibilities in case of any Emergency Event, cases requiring operational flow measures or system balance disruption (Difficult Day or Limited Capacity Day). The Transporter shall announce to the relevant Shippers that an Emergency Event, Difficult Day, Limited Capacity Day has occurred or is likely to occur for all or part of the Transmission Network and the measures to be taken. The instructions of the Transporter regarding these days will indicate whether an Emergency Day, Difficult Day or Limited Capacity Day is in question and the instructions will be precise, understandable without any doubt and detailed.

The Transporter shall notify the Market Operator in Emergency Events, in cases requiring operational flow measures, in case of system balance disruption (Difficult Day or Limited Capacity Day) and due to which the requirements of the market transactions made at the STP cannot be fulfilled on the transmission system; the Market Operator will arrange the STP processes in line with this notification from the Transporter.

14.2 Emergency Event

14.2.1¹⁷⁰ Where an Emergency Event has been determined by the Transporter, the cause of and the person responsible for this situation will not be considered.

14.2.2. Emergency means:

- a) Natural Gas leakage in the Transmission Network or
- b) According to the Transporter:
 - i. Transmission Network security is clearly at risk,
 - ii. The secure transmission of Natural Gas in the Transmission Network is under an obvious risk,
 - iii. The pressure or quality of the Natural Gas transported in the Transmission Network is such that it may pose a threat to the safety of people and properties if it is delivered.

14.2.3 The Emergency Event continues until the Transporter determines that the situation mentioned in this Article 14.2 is eliminated, that no further intervention is required and that the normal operation of the Transmission Network and the normal application of NOP may resume.

14.2.4 The Transporter will take the necessary measures to bring the Natural Gas transmission and Transmission Network into normal operation as soon as possible in the event of an Emergency Event.

14.3 Emergency Event Measures

¹⁶⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁷⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

14.3.1.¹⁷¹ The Transporter shall take Emergency Event Measures to the extent possible. The Emergency Event Measures may also include the measures to be taken by the Shippers upon the instructions of the Transporter.

14.3.2.¹⁷² The Transporter and Shippers agree that where Emergency Event Measures are required according to this Section 14, their own interests are to be of secondary importance.

14.3.3.¹⁷³ The Shipper will take the Emergency Event Measures specified in this Section 14, upon the instruction of the Transporter.

14.3.4.¹⁷⁴ The implementation of the Emergency Event Measures specified in this Section 14 by the Transporter or the Shipper will not be deemed to be a violation of any provision of the NOP. In this context, the Transporter will not be deemed to have not fulfilled its obligations, in particular, to receive the Natural Gas submitted for delivery to the Transmission Network from an Entry Point and to deliver the Natural Gas from an Exit Point of the Transmission Network. However, if the Emergency Event Measure is implemented, the financial obligations of the Shippers under the NOP, PUE, Market Participation Agreement, DUP and STS will continue to be in effect.

14.4 Connected System

The measures to be taken by the Foreign Operator, Storage Company, Transmission Company, Generation Company in Emergency Event Situations are determined in the Connected System Delivery Contracts. These determined measures will be notified to the Shippers by the Transporter.

14.5¹⁷⁵**Emergency Event Preparation**

The Transporter shall prepare an Action Plan titled “Emergency Event Instructions” to be followed in any Emergency Event, and shall revise it every year. In case of emergency, the interruptions and reductions that can be applied are entirely at the discretion of the Transporter.

14.5.1.¹⁷⁶ The Shipper and the Market Operator shall convey to the Transporter the name(s), title(s) address(es), telephone and fax numbers of their representatives that can be contacted at any time of day in an Emergency Event.

14.5.2 The representative notified by the Shipper will have the authority and responsibility to act on behalf of the Shipper in an Emergency.

14.5.3 The Shipper shall provide the Transporter with the details mentioned in Article 14.5.1 before beginning to receive the transmission service; if there is any change, Shipper shall inform the Transporter before this change including the time of change.

14.5.4 The Transporter may cease the delivery of Natural Gas to Shippers who do not provide the details mentioned in Articles 14.5.1 and 14.5.3 or the determined person mentioned in Article 14.5.1 cannot be contacted immediately. In such cases, the Transporter shall not be held responsible for the expenses arising from the undelivered Natural Gas and the Shipper shall cover the damages that the Transporter may suffer for the undelivered amount.

14.5.5 Transporter shall provide telephone numbers that can be accessed 24 hours a day for the notification of an Emergency Event to the Shippers and the End-users before launching Natural Gas delivery, and in case of change, immediately.

¹⁷¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁷² Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁷³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁷⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁷⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 10 December 2009 and numbered 27428.

¹⁷⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

14.6 Occurrence of an Emergency Event

14.6.1¹⁷⁷ When an Emergency Event arises, the Transporter shall notify the Shippers and the Market Operator of the case within 2 hours at the latest and give information about the content, result and expected duration of the Emergency Event. The Transporter shall notify the Shippers and the Market Operator continuously of the developments regarding the Emergency Event and when the Emergency Event is over, shall promptly inform the Shippers as soon as possible.

14.6.2.¹⁷⁸ During the Emergency event, the Shipper will immediately follow the instructions of the Transporter, cooperate with the Transporter and assist the Transporter in taking Emergency event Measures.

14.6.3.¹⁷⁹ During an Emergency Event, the Transporter may assign obligations and responsibilities to the Shippers that it deems necessary in order to mitigate and/or eliminate the effects of the Emergency Event. Shippers will comply with these obligations and responsibilities immediately after they are notified to them.

14.6.4. For balancing purposes, the Emergency Event is considered to be over at the beginning of the Day following the Day when the Transporter informs the related Shippers that the Emergency Event is over. For all other cases, the time when the Emergency Event is considered to be over will be the time specified in the notice sent by the Transporter in accordance with subparagraph 14.6.1.

14.7 Entry Control

If the Emergency Event measures include the reduction or interruption of Natural Gas Flow Amount and/or delivery at the Entry Point, the Transporter may give instructions to the related Shippers. In such a case, the Shippers shall follow the instructions of the Transporter, ensure that the Storage Company from which they receive storage service, Foreign Operator, Generation Company and Transmission Company comply with these instructions, and shall organize the relations with the Third Party Suppliers accordingly.

14.8 Exit Control

14.8.1 If the Emergency Event Measures include the reduction or interruption of the delivery of the Natural Gas at the Exit Point, the Transporter shall give instruction to the Shippers to this end. In such a case, the Shippers shall follow the instructions of the Transporter and ensure that End-Users, Storage Companies, Transmission Companies and Foreign Operators comply with the instructions.

14.8.2 When the Emergency Event is over, in order to restore the Natural Gas deliveries at Exit Points, the interruptions and reductions applied will be followed in reverse order, if the Interruption Reduction Procedure has been applied.

14.9 Consequences of Emergency Event

14.9.1.¹⁸⁰ During an Emergency Event, the Transporter will suspend the obligations of the Shippers specified in Articles 2.8 and 3.3 of the NOP, at the Entry and/or Exit Points which are the subject of the instruction.

¹⁷⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁷⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁷⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁸⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

If the Transporter predicts the Emergency Event in G-1 and gives TMDT to the Shippers, NOP provisions are applied in line with the Programs formed accordingly.

14.9.2 Transporter and Shippers acknowledge that they may have to reorganize their workforce resources during the Emergency, which may temporarily cause some disruptions.

14.9.3 In Emergency Event, the affected Shippers shall have the right to demand that an independent inspector determine the cause of the Emergency Event, and, if possible, what remedial actions may be necessary to minimize the likelihood of the occurrence of such an Emergency Event again, within 6 months following the end of the Emergency Event. The costs of such an inspection shall be financed by the Shippers who demand the inspection.

14.10 Difficult Day and Limited Capacity Day

14.10.1 The Transporter can announce via the EBT that there is a possibility or occurrence of a Difficult Day or Limited Capacity Day for all or part of the Transmission Network.

14.10.2 The Shippers to whom the Transporter has given an Interruption/Reduction/Increase Instruction for Difficult Day or Limited Capacity Day shall comply with the Instruction within 8 hours.

14.10.3.¹⁸¹ In case of the possibility of a Difficult Day, the Transporter has the right to request from the Shippers to off take Natural Gas in a uniform regime (which does not present a variable hourly profile) by making TMDB in accordance with the TMDT as per Article 7.4.5. If such a request is made, the Shippers will comply with this instruction.

14.10.4. The Transporter shall make efforts to reduce the effects of the Difficult Day.

14.10.5. The Transporter shall fulfill the following obligations on the Limited Capacity Day once the Interruption/Reduction/Increase Instruction is announced:

a) It will notify each Shipper affected on the Limited Capacity Day of the appropriate capacity and required TMDT for natural gas transportation. In such a case, the Shipper will make TMDB in accordance with Article 7.4.5 and TMDBs will comply with the limited capacity specified in the Interruption/Reduction/Increase Instruction.

b)¹⁸² The Transporter will take action to mitigate the effects of the Limited Capacity Day, will not conflict with the provisions of the NOP and will not act in a manner that will allow an increase in the possibility of the occurrence of the Limited Capacity Day. In addition, following such a day (or several days) and after announcing the Limited Capacity Day, the Transporter will submit a report explaining the reasons of the situation to the affected Shippers.

14.11 Interruptions/Reductions and Increases in Difficult Day and Limited Capacity Day

14.11.1. In case the Shipper that has caused a Difficult Day or Limited Capacity Day is determined on that Day, an interruption or reduction as much as the amount it has caused shall be applied to the relevant Shipper at the related Entry and Exit Point, if possible.

14.11.2. If the Shipper that causes a Difficult Day or Limited Capacity Day cannot be determined on that Day or if Article 14.11.1 cannot be applied, in the part of the Transmission Network affected by the Difficult Day or Limited Capacity Day;

Following a notification to be made by the Transporter to End Users that are connected to the Exit Points whose ownership and operation belongs to the Transporter, and to the relevant Distribution Company regarding interruptions to be made to End Users that are connected to Exit

¹⁸¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁸² Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

Points whose ownership and operation does not belong to the Transporter, interruption and reduction shall be made by the Distribution Company, in a manner to be determined by the Transporter according to the following order of application:

- a) The facilities that provide gas supply to the End Users whom the Shippers have notified the Transporter to be prioritized for interruption,
- b) Alternative fuel power generation facilities,
- c) Electricity generation facilities that are in a position to meet the regional interruption needs resulting from operational requirements,
- d) Other power generation facilities,
- e) Industrial Facilities that have a communication system with the dispatch control center of the Distribution Company,
- f) Other industrial facilities,
- g) Residence,

If the Shipper that causes a Difficult Day or Limited Capacity Day is detected on that Day, an interruption or reduction shall be made in line with the priority list for End Users it has submitted to the Transporter.

14.11.3.¹⁸³ In case the Transporter implements an Interruption/Reduction/Increase Instruction, these instructions are announced to the relevant Shippers at the EBT and notified in writing. The Instruction in question contains the following details:

- a) The reason for the Difficult Day/Limited Capacity Day situation
- b) Scope of the Interruption/Reduction/Increase Instruction
- c) The beginning and validity period that the instruction will be in effect.

If the Transporter is able to prevent the interruption or reduction in the Difficult Day by giving an increase instruction, it shall give an increase instruction firstly. If the Shipper giving rise to the Difficult Day is determined on that Day, if possible, an increase instruction at the Entry Point, if not possible, a reduction instruction at the Exit Point shall be given to that Shipper. If this is not possible or if the causing Shipper is not determined on that Day, the Transporter shall give an increase instruction to the Shipper Supplier using the Entry Point that the Transporter finds appropriate for balancing. If the Shippers do not conform to these notifications, they must provide evidence to the Transporter that they do not have sufficient supply opportunities.

If the Transporter is able to prevent the interruption or reduction in the Limited Capacity Day by giving a reducing instruction at the Entry Point or increasing instruction at the Exit Point, it shall give the increasing instruction firstly. If the Shipper giving rise to Limited Capacity Day is determined on that Day, the increasing/reducing instruction shall be given to that Shipper, if possible. If this is not possible or if the causing Shipper is not determined on that Day, the Transporter shall give an increasing instruction to the Shipper using the Exit Point that the Transporter finds appropriate for balancing.

Exit Points where injection is made into the Storage Facility will be considered first in increase instructions. If the Shipper Suppliers do not comply with these notifications, they must document to the Transporter that they do not have sufficient storage capacities. In the event that an interruption or reduction is required on the Limited Capacity Day, first of all, the deliveries at the Entry Point of the Shipper causing this are interrupted or reduced.

Regulation Fees and Over-Capacity Fees are not applied to Shippers who act in accordance with the instructions at the Entry and/or Exit Points, where they act in accordance with the instructions.

¹⁸³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

The termination of the instruction given in accordance with the provisions of this Section is announced on the EBT and notified in writing.

14.11.4.¹⁸⁴ The Shippers are obliged to report the following to the Transporter;

a) End User lists prepared on the basis of region and including all interrupted and uninterrupted End Users starting from the first ones to be interrupted,

b) Information on Alternative Fuel End Users

Each region to be taken as basis in the preparation of the End User lists consists of the Primary Exit Point and the Secondary Exit Points to it, if any.

In the normalization of Natural Gas deliveries at Exit Points, the reverse order of interruptions and reductions applied will be followed.

14.12.¹⁸⁵ **Operational Flow Measures**

If, due to the fact that the Main Transmission Network Stock Amount or the regional transmission network Stock Amount decreases and approaches the Minimum Stock Amount, the Transporter predicts that the reduced stock amount will not be sufficient for the operation of the compressor stations that are transmission equipment and the operation of the Transmission Network in whole or in part will be adversely affected by this situation, the Transporter shall give instructions to the Shippers to apply interruptions/reductions in natural gas use in order to ensure natural gas shipment continuity in the Transmission Network. The application of interruptions/reductions is made in accordance with the application order specified in Article 14.11.2 at the End User Facilities, the facilities with free consumer status where the transportation service is provided by the Distribution Company and the relevant facilities where the natural gas is supplied by the Distribution Company. Transmission Network Minimum Stock Amount is determined by Board Decision. Stock Amounts of the Transmission Network (including Regional Stock Amounts) are continuously published by the Transporter on the EBT.

The Gas Day when Operational Flow Measures will be applied and the Interruption/Reduction Program will be announced on the EBT before the TMB creation time of the relevant Gas Day. In this case, the Shipper(s) are obliged to ensure the balance in the system, and the Transporter may apply additional measures to ensure the continuity of the natural gas transmission in the network and the system balance.

14.13.¹⁸⁶ **Instructions**

14.13.1¹⁸⁷ If the Natural Gas Flow Amount at an Exit Point and/or its delivery is required to be reduced or interrupted due to Emergency Event Measures, Difficult Day or Limited Capacity Day, the Shipper shall comply with the Transporter's instructions when it is instructed to notify its End User or Distribution Company. The Shipper will be responsible for the instructions to be given to the End User Facilities and the facilities with eligible consumer status where transportation services are provided by the Distribution Company. Of the instructions to be given to facilities which are supplied natural gas by a Distribution Company to which the Shipper sells natural gas, the relevant Shippers and the Distribution Companies to which they supply gas will be jointly responsible, provided that they are limited to the amount of instruction.

The Transporter will set the following as the base value for the instruction amount,

¹⁸⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁸⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁸⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 20 January 2017 and numbered 29954.

¹⁸⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 30 December 2017 and numbered 30286.

- For End User Facilities, in the instructions to be given by the Distribution Company for the facilities in the status of eligible consumer, the amount of the daily contract made by the Shipper with the End User at the relevant point;

- In the instructions to be given regarding facilities with free consumer status which are supplied natural gas by the Distribution Company, the total daily contract amount declared by the Distribution Company to the Shipper on a per-facility basis, for electricity generation purposes and for total industrial use with point-based communication.

14.13.2 If a Shipper does not comply with the instructions given as per this Section 14, the Transporter may take the necessary measures to interrupt or reduce the Natural Gas delivery to such Shipper at any Entry or Exit Point.

14.13.3¹⁸⁸ In line with the Operational Flow Measures, regarding the compliance with the instructions to be given by the Transporter, it will be ensured by the Shippers that the End Users, Storage Companies, Transmission Companies and Foreign Operators also comply with this instruction. The Shipper who supplies natural gas to those:

- End User Facilities and/or,
- facilities in the eligible consumer status to which transportation services are provided by the Distribution Company and/or
- Distribution Companies from which the relevant facilities purchase natural gas that do not comply with the instruction shall be assessed a penalty of 50% of the DGAF on the Gas Day when instructions were given, for the amount not compliant with the instruction.,

14.14.¹⁸⁹ **Liabilities**

The Transporter will not be held liable for damages of the Shipper arising from the Difficult Day, Limited Capacity Day or Operational Flow Measures

14.15.¹⁹⁰ **Records**

The Transporter shall keep the records of the interruption or reduction amounts applied to Shippers on a per-Day basis as well as all the notifications made regarding the interruption or reduction.

SECTION 15 TAXES AND DUES

The Shipper shall be responsible for all payments including taxes, dues, fees and similar payments regarding import, sales, export, delivery, take over and transmission of the transported Natural Gas.

SECTION 16 SETTLEMENT OF DISPUTES

16.1¹⁹¹

Disputes arising between the Transporter and Shipper from the implementation of the NOP regarding:

- Capacity reservations, cancellations,
- Allocations,

¹⁸⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 29 July 2018 and numbered 30493.

¹⁸⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁹⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 20 January 2017 and numbered 29954.

¹⁹¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 13 March 2015 and numbered 29294.

- System Balancing Participation Fees,
- Interruption Balancing Fees,
- Service Interruption Fees,
- Emergency Event, Difficult Day and Limited Capacity Day applications

shall be settled by the EMRA. Decisions taken by the Board within 30 days shall be binding for the Parties. Judicial remedy is available against the Board Decisions.

16.2. The procedure for resolution of disputes that may arise in matters other than those specified in Article 16.1 is regulated in the STS.

16.3.¹⁹² (**Addition: 08/03/2018 – EMRA Decision No. 7727/art. 145**) The procedure for the resolution of disputes between the Transporter and the Market Operator is regulated in the Market Delivery Contract.

SECTION 17 CONFIDENTIALITY

17.1.¹⁹³ **Confidential Information**

As long as the NOP and STS are in force, the term “Confidential Information” shall mean, for the Transporter, the commercially sensitive information and documents that it has acquired that belong to the Shipper, and for the Shipper, the commercially sensitive information that it has acquired that belong to the Transporter or another Shipper. Information that belongs to the public, that is already known by the public, that is published on the website of the Transporter in accordance with the provisions of the NOP, PUE and relevant legislation, is not Confidential Information.

17.2 Disclosure

17.2.1.¹⁹⁴ Confidential information may not be disclosed to any person, except the following, without the written consent of the other party.

- a) EMRA and Competition Authority due to the inspections and investigations they will carry out,
- b) A Consultant of the Transporter or the Shipper,
- c) A bank or financial institution to which the Transporter or Shipper has applied for or from which it has received financial assistance,
- d) Any public institution or organization required by any law,
- e) Any judicial body.

17.2.2¹⁹⁵ (**Amended: 08/03/2018 – EMRA Decision No. 7727/art. 148**) When the Transporter or the Shipper discloses such information to a third party, except for those mentioned in (a), (d) and (e) of the subparagraph 17.2.1, they shall require such parties to provide a guarantee that they will not disclose such confidential information to any person without their permission, as a prerequisite for such disclosure.

17.3 Continuity

¹⁹² Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁹³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁹⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁹⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

The provisions of this Section 17 will continue to be binding on the Transporter and the Shipper for the duration of the STS and for the next five years.

17.4 Ownership of Data

17.4.1 Subject to the provisions of this Section 17, any data processed, recorded or maintained in various systems in the Transmission Network will belong to the Transporter and the Transporter shall be able to use these data in an appropriate way for the provision of transmission service.

17.4.2 When a Shipper submits data to the Transporter, it accepts without requesting copyright and without restrictions, that it has given permission for the use, copying, and processing of the related data for the purpose of the implementation of the NOP and STS and for other purposes mentioned in the NOP.

17.4.3 If the Transporter provides the data to the Shipper or makes the data available to them, the Shipper shall have the right to use such data free of charge for the purpose of the implementation of the NOP and for other purposes mentioned in the NOP.

17.5 Sanctions

If the confidentiality provisions are violated, the party that determines such violation shall inform EMRA about the situation. Besides, such party shall reserve the right to take legal action against the related party.

SECTION 18

INVOICING AND PAYMENT BETWEEN TRANSPORTER AND SHIPPER

18.1¹⁹⁶ Overview

The amounts to be paid to the Transporter and the Shipper pursuant to this NOP will be invoiced and paid in accordance with this Section 18.

18.2 Content

Each Invoice should contain:

- (a) The identity and address of the party preparing the invoice,
- (b) The identity and address of the party for whom the invoice is prepared,
- (c) Each invoice item and the amount calculated for each item,
- (d) Invoice number,
- (e) The address or bank account number to which the payment will be made.

18.3. Monthly Invoices

Transporters shall issue invoices to Shippers, and Shippers to whom a Service Interruption Fee or Interruption Balancing Fee is to be paid shall issue invoices to Transporters Monthly, within the first 7 (seven) days of each month, including the necessary details for the previous Month. If public holidays fall on the first 7 (seven) days, the number of such days will be added to the 7 (seven) day period, provided that they do not exceed 3 (three) days.

18.4 Monthly Invoices of the Transporter

¹⁹⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

18.4.1 The Monthly Invoices prepared by the Transporter shall include the amounts to be paid by the Shipper for the below invoice items (together with the taxes to be applied).

18.4.1.1 Transmission Fee;

- (a) Transmission capacity fee,
- (b) Transmission service fee,
- (c)¹⁹⁷ Standard transmission service fee,
- (d) Capacity Overrun Fee

18.4.1.2¹⁹⁸ (Amended: 08/03/2018 – EMRA Decision No. 7727/art. 151) Dispatch control fees;

- (a) System Balancing Participation Fee;
 - i. Daily Imbalance Fee,
 - ii. TMDB Fee
- (b) Interruption Balancing Fee

18.4.1.3 Other fees payable according to the NOP, if any.

18.5.¹⁹⁹ **Monthly Invoices of the Shipper**

The Transporter shall notify the Shipper about the Service Interruption Fee and the Interruption Balancing Fee to be paid, if any, until the seventh day of each month at the latest. The Shipper shall send to the Transporter two invoices to be prepared in accordance with Article 18.3, separately for the Service Interruption Fee and the Interruption Balancing Fee calculated over the DGAF.

18.6 Payments

18.6.1.²⁰⁰ The Shipper shall pay the Transporter and the Transporter shall pay the Shipper the total amount indicated on the Monthly invoice no later than the 18th day of each Month, and if this day is an official holiday, then on the first working day following the official holiday. However, if, as a result of invoicing, a balance amount is determined to be paid by the Transporter to the Shipper, this amount shall be paid according to the payment schedule in Article 18.6.2.

18.6.2.²⁰¹ The Transporter shall pay the total amount in the Monthly invoice drawn up for the Interruption Balancing Fee no later than 2 days after the payment date of the monthly invoice total amount according to the payment schedule in Article 18.6.1: if this day is an official holiday, the payment shall be made on the first working day following the official holiday.

18.6.3. Payments to be made in accordance with NOP will be in Turkish Lira and will be made to the bank account numbers or addresses shown on the invoices.

18.6.4.²⁰² Amounts to be paid as per NOP must be paid,

- a) Independent and free from any restrictions, terms or conditions;
- b) Without any deductions from the amount due, regardless of an offset, counterclaim or otherwise or a deduction depending on the person paying.

18.6.5.²⁰³ The capacity fee and/or bid price regarding the capacity entitled to be reserved as a result of the demand collection/competition for spot pipe gas imports is paid/continues to be paid

¹⁹⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 13 March 2015 and numbered 29294.

¹⁹⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

¹⁹⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²⁰⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²⁰¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 30 March 2013 and numbered 28603.

²⁰² Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²⁰³ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 14 December 2019 and numbered 30978.

even if the capacity reserved by the Shipper is not used as a result of the demand collection/competition for spot pipe gas import. This provision also applies to payment obligations where no STS is signed with the Transporter in order to ensure the utilization of the capacity that is entitled to be reserved as a result of the demand collection/competition related to the import of spot pipe gas.

18.7 Taxes

18.7.1 The invoice shall contain all tax amounts necessary to be indicated on the invoices regarding the invoice items.

18.7.2 Except for the conditions stipulated by the relevant law (if any), amounts to be paid in accordance with this NOP shall be paid without any deduction and limitation regarding tax.

18.8 Interest

18.8.1 In case the Shipper does not make the payment until the date mentioned in subparagraph 18.6.1, interest shall accrue on such overdue amount. The interest amount shall be calculated at the interest rate mentioned in Article 51 of Law no. 6183 on the Procedure for the Collection of Public Receivables for the period between the date mentioned in subparagraph 18.6.1 and the payment date.

18.8.2 In case the Shipper does not make the payment within thirty (30) days following the due date mentioned in subparagraph 18.6.1, except for disputes arising from good will, following the completion of thirty (30) days, the Transporter may suspend all of its obligations towards the Shipper under the NOP and related STS during a twenty one (21) day notice period.

18.8.3 If, in accordance with Article 18.8.2, the Shipper does not pay all the unpaid amounts (including but not limited to the interest applied to these amounts) although the twenty one (21) day notice period given to the Shipper by the Transporter is exceeded, the Transporter may terminate the relevant STS immediately.

18.8.4 The interest rate to apply if the Transporter does not make the payment until the date mentioned in subparagraphs 18.6.1 and 18.6.2 shall be set out in the STS.

18.9 Invoice Disputes

In the event of any problem or dispute regarding the calculation of an invoice amount or whether it is to be paid, the Shipper shall inform the Transporter or the Transporter shall inform the Shipper in detail of its objection on the invoice amount within eight (8) days following the receipt of the invoice. In cases of dispute, the non-disputed amounts on the invoice will be paid in accordance with the provisions of this Section 18.

SECTION 19

FINANCIAL ISSUES RELATING TO THE MARKET OPERATOR, TRANSPORTER AND SYSTEM USERS REGARDING THE SETTLEMENT OF IMBALANCES, GENERAL PRINCIPLES RELATING TO INVOICING AND PAYMENTS

19.1.²⁰⁴ Responsibilities of Parties Regarding Collaterals and Payments Relating to Settlement of Imbalances

²⁰⁴ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

19.1.1. Regarding the settlement of imbalances, the Market Operator makes the necessary arrangements in the PUE in order to fulfill the rights and obligations stipulated in the framework of the DUP, Market Delivery Contract and NOP. These regulations contain all provisions regarding invoicing; management, storage and investment of collaterals; advance payments; payments and non-payment and follow-up of payments; transfer of receivables; interest and default; relations with the central settlement institution and the scope of obligations toward it; and other financial matters, for System Users who receive imbalance settlement services from the Market Operator and also for the parties who are Market Participants in accordance with the regulations regarding the aforesaid titles.

19.1.2. Notifications regarding financial issues regarding the settlement of imbalances, invoice items, invoicing and default, invoice settlement notification and objection to notification, correction processes, payment and collections, failure to make payments, issues regarding failure to make service commission payments to the Central Settlement Institution and failure to comply with the imbalance coverage amount notification shall be regulated under the PUE.

19.1.3. Shippers are obliged to fulfill their obligations to the Market Operator and the Central Settlement Institution arising from NOP provisions regarding the settlement of imbalances pursuant to the DUP, within the framework of the conditions contained in the PUE.

19.1.4. The rights and obligations of the parties, including the issues related to the transfer of the amount resulting from the settlement of imbalances to the Transporter, shall be included in the Market Delivery Contract to be concluded between the Transporter and the Market Operator.

19.2. BOTAŞ will not provide any collateral to the Market Operator for the transactions it will make in the OTSP as the Transporter.

19.3. Until the vertically integrated structure of BOTAŞ ends, the unit of BOTAŞ which carries out the natural gas wholesale/import/export activities shall be exempt from giving Imbalance Collateral to the Market Operator for transactions to be carried out in the OTSP.

19.4. The Effect of Failure to Comply with the Imbalance Collateral Amount Notification on the Transmission Service

19.4.1.²⁰⁵ The Market Operator shall notify the Transporter to block UDN and Warehouse Exit TMB record of the System User in the EBT system from the date that the System User who does not comply with the amount notifications regarding the imbalance collaterals does not comply with these notifications, until the period specified in the PUE. The Transporter shall block the System User's UDN and Warehouse Exit TMB record as a result of this notification.

19.4.2. The Transporter shall take action in accordance with the following provisions for System Users who do not comply with the imbalance collateral amount notifications within the period specified in the PUE.

19.4.3. In the event that the System User does not complete the required collateral until the period specified in the PUE and does not fulfill its other financial obligations in due time, in relation to the System User in question:

a) The Market Operator makes a notification for the suspension of the STS and the cancellation of the EBT access of the System User under the conditions specified in the relevant legislation.

b) The Authority is immediately informed about the System User.

²⁰⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 29 July 2018 and numbered 30493.

c) Provided that it is in accordance with the relevant legislation, the TMBs for the Exit Points at the UDN points of the relevant System User, if any, are canceled as of the day specified in the PUE, and the counterparties with whom they have bilateral agreements are informed.

d)²⁰⁶ Those who procure gas from the relevant System User are deemed to be the customer of a new Shipper within the framework of the mechanism to be determined by the Board.

19.5.²⁰⁷ Other matters regarding the implementation of the provisions in this section regarding the settlement of imbalances are regulated in the DUP, provided that they are not contrary to the provisions of NOP, PUE and STS.

SECTION 20 FORCE MAJEURE

20.1.²⁰⁸ In case the Transporter or Shipper cannot completely or partially fulfill their obligations under the NOP and STC due to Force Majeure;

20.1.1.²⁰⁹ The Transporter will notify in writing the Shippers who are affected by the obligations it has failed to fulfill, and the Transporter's obligations will be suspended to the extent arising from Force Majeure.

20.1.2.²¹⁰ The Shipper shall inform the Transporter about the situation in writing and if the Transporter is convinced that the situation constitutes a Force Majeure affecting the Transmission Network completely or regionally, the Transporter shall inform all other Shippers that may be affected by that situation as soon as reasonable that the situation constitutes a Force Majeure and the obligations of all Shippers that notified and are affected by this situation shall be suspended to the extent they have arisen from the Force Majeure.

20.2. Circumstances to be considered as Force Majeure

20.2.1.²¹¹ Force Majeure means any event or a series of events making impossible or delaying the fulfillment of all or any obligation of affected parties under the NOP or any STC beyond their control, despite the fact that the affected party has acted as would be expected from a reasonable and prudent trader;

20.2.2.²¹² Subject to the conditions stipulated in subparagraph 20.2.1, Force Majeure will include, without being limited, the following situations.

- natural disasters such as earthquakes, floods, lightning, landslides and epidemics
- war and terrorist acts,
- actions or measures of any military authority or civilian action,
- any legal and administrative decision and regulation,
- fire, explosion, sabotage,
- archaeological finding,
- Structural changes or developments that may generally affect any part or parts of the Transmission Network or any region or regions along the route of the pipeline.

²⁰⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 29 July 2018 and numbered 30493.

²⁰⁷ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²⁰⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²⁰⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²¹⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²¹¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²¹² Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

20.3.²¹³ Force Majeure event shall not remove the responsibilities and obligations of the Transporter and the Shipper to;

a) Make necessary payments (except for cases where the failure to pay has arisen from the Force Majeure affecting all appropriate payment ways –in which case, upon the removal of such Force Majeure, the Affected Party shall pay interest that will accrue on the amount to be paid within the period from the due date to the payment date), and

b) Make any notification as provided under this NOP.

20.4.²¹⁴ The obligations of the Affected Party will not be suspended as per Article 20.1 in the following cases.

a) If it does not submit a detailed report to the Other Party regarding the place and reason of the arising of the Force Majeure event within twenty one (21) days following the occurrence of Force Majeure and does not ensure that the related information that was impossible to be submitted within these twenty one (21) days is delivered as soon as appropriate,

b) If it cannot prove that it made all reasonable efforts to overcome the effects of the Force Majeure.

20.5.²¹⁵ **Dispute on Force Majeure**

If the Other Party argues that the event notified by the Affected Party is not a Force Majeure event, the Other Party shall notify the Affected Party in writing of its objection within 10 days after receiving the notice, and will be deemed to have waived its right to object if it does not give such notice. If the Other Party duly files an objection to the Affected Party as mentioned above, the parties shall settle the dispute within 30 days. If the Parties cannot reach an agreement, the dispute shall be settled according to the procedure of the settlement of disputes as mentioned in the STS, pursuant to Section 16 of the NOP Operational Provisions.

20.6.²¹⁶ The Transporter notifies the Market Operator in the event that one of the conditions specified in Article 20 occurs and it appears that for that reason the requirements of the market procedures made in the STP cannot be fulfilled on the transmission system.

SECTION 21

LIABILITIES AND INDEMNITIES

21.1.²¹⁷ No provision of this NOP shall limit or remove the liabilities of the Transporter or Shipper regarding death or injuries arising from the negligence of the Transporter or Shipper or any of their employees or representatives.

21.2.²¹⁸ Other liabilities of the Transporter and Shipper against each other that are not determined under Article 21.1 shall be regulated in the STS.

²¹³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²¹⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²¹⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²¹⁶ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²¹⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²¹⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

SECTION 22 AMENDMENTS

22.1.²¹⁹ Except for prospective and existing Overseas Operators and overseas Third Party Suppliers, Third Parties or Shippers or Transporter may request amendment of NOP. The Transporter shall take into consideration the amendment requests, once within the Year (with the start date of the amendment request being April 1).

22.1.1.²²⁰ The relevant parts of the NOP Amendment Proposal Form to be published by the Transporter in the EBT will be filled by the proposer and will be submitted to the Transporter between April 1-15 as follows:

- a) The proposed amendment shall be in writing;
- b) A separate form shall be filled in for each section/article/paragraph/sub-paragraph proposed to be amended;
- c) The Party making a proposal (except the Transporter) shall appoint a representative for the amendment proposal; the Transporter shall be able to invite this person to its office for discussions;
- d) The structure and objective of the proposed amendment shall be specified in detail.

Proposals not submitted in accordance with this article shall not be taken into consideration by the Transporter. Suggestions submitted by Shippers in accordance with this paragraph, opinions given by the Transporter to these suggestions and the own opinions of the Transporter shall be published on the website of the Transporter between 15-31 May.

22.1.2.²²¹ The opinions of other parties regarding the amendment proposals shall be submitted to the Transporter until the last publication date of the amendment proposals (31 May) as follows:

- a) The opinions shall be in writing;
- b) A separate opinion shall be submitted for each proposed amendment.

Opinions not submitted in accordance with this paragraph shall not be taken into consideration by the Transporter.

The Transporter will evaluate the amendment proposals as a result of the opinions received and notify the EMRA about the changes that it deems appropriate to be made in the NOP or its assessment of the proposed changes and the amendments that need to be made due to the Relevant Legislation until 1 July. The relevant amendment proposal and the opinions of the other parties (the filled form of the NOP Amendment Proposal Form) will also be included in the application and notifications to be made by the Transporter to EMRA.

22.2.²²² EMRA may amend NOP in line with the Natural Gas Market Transmission Network Operation Regulation.

22.3.²²³ Any of the parties that may propose an amendment in the NOP within the scope of this Section 22 may submit their proposal to EMRA outside of the process specified in Article 22.1, if they believe that the relevant amendment in the NOP are required to be made urgently.

SECTION 23

²¹⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²²⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²²¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²²² Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²²³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

CORRESPONDENCE AND NOTICES

23.1.²²⁴ It is essential that all kind of notifications deemed necessary within the scope of NOP are made in accordance with the Notification Law. All kinds of notifications, other than those made via EBT or electronic notification, are made to the address specified below for the Transporter and to the address specified in the STS for the Shipper.

BOTAŞ Doğal Gaz İşletmeleri Bölge Müdürlüğü
Eskişehir Yolu 23. Km
Ankara/Turkey

23.2.²²⁵ Except where provisions specify otherwise in the NOP, all notifications and procedures required under this NOP regarding Natural Gas transmission, including TMB, TMDB, TMDT, approval notifications, Programs, Allocation, Capacity Application, Capacity Transfers, Capacity Delivery, Daily Imbalances, End of Day Trading, Interruption/Reduction/Increase Instructions, Difficult Days and Limited Capacity Days shall be made through the EBT without limitation. The Transporter, Market Operator and Shipper are obliged to establish the electronic communication infrastructure within the framework of the relevant notification legislation in order to communicate via EBT and the STP.

23.3.²²⁶ In cases where the EBT is not functional, notifications and communication shall be made in accordance with the EBT Failure Procedure.

23.4.²²⁷ The procedures to be made within the framework of Article 23.2, including the information and documents to be submitted in the Capacity Application, do not eliminate the obligation to deliver and submit the original or certified copies of the documents to be requested by the Transporter within the scope of NOP to the Transporter.

23.5.²²⁸ All records in the EBT (including corrected ones) and information regarding all procedures undertaken by the parties shall be kept by the Transporter.

SECTION 24 TEMPORARY PROVISIONS

24.1.²²⁹ Until BOTAŞ is restructured in accordance with the horizontally integrated legal entity for harmonization with market activities as per the Provisional Article 2 of the Law;

24.1.1.²³⁰ capacity allocations to be made prior to each Gas Year, a Reserved Capacity will be taken into account at relevant Entry Points for the annual minimum purchase undertakings made by BOTAŞ, which has a Natural Gas Import agreement based on the “Take or Pay” principle made in line with the inter-governmental agreements before the effective date of this NOP, and by the legal entities which have been awarded the tender made by BOTAŞ pursuant to the provisions of

²²⁴ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²²⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²²⁶ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²²⁷ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²²⁸ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²²⁹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²³⁰ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

temporary Article 2 of the Natural Gas Market Law No. 4646 in order to enable the transfer of existing natural gas purchase or sale contracts partially or totally together with all rights and obligations.

24.1.2.²³¹ BOTAŞ agrees that its units that carry out natural gas wholesale/import/export activities will be regarded as any ordinary Shipper vis-à-vis its unit that carries out the transmission activity. In this context, those of BOTAŞ's units which carry out natural gas wholesale/import/export activities are subject to NOP provisions, except for the signing of STS, signing a Balancing Gas Contract, signing a Delivery Contract, provisions regarding the financial obligations of the Shipper to the Transporter and of the Transporter to the Shipper and provisions regarding disputes. BOTAŞ will apply the same charges that it will apply to other Shippers within the scope of NOP to its own wholesale/import/export activities.

In order to ensure transparency regarding the processes and actions to be carried out within this scope, BOTAŞ shall announce the natural gas that it procures from its own units to correspond to the Balancing Gas Contract on a monthly basis at the end of each month on the EBT and shall notify the Market Operator .

24.1.3.²³² System Balancing

The following special issues will be handled together with the issues in the NOP and in case of conflict, those specified in this Section 23 shall prevail.

24.1.3.1.²³³ Until the vertically integrated structure of the Transporter ends, the Transporter will not make contracts with third parties for the supply of Internal Usage Gas, and for this purpose, the natural gas introduced into the Transmission Network by BOTAŞ's natural gas wholesale/import/export units will be used under the conditions regulated by the NOP provisions.

23.1.3.2.²³⁴

24.1.3.2.²³⁵

24.1.3.3.²³⁶ After the end of each month, the Transporter publishes the price of the purchase/sale transactions, excluding Internal Utilization Gas, from the units of BOTAŞ carrying out the natural gas wholesale/import/export activities for the previous month, via the EBT.

23.1.3.5²³⁷

23.2²³⁸

23.3²³⁹

24.²⁴⁰

25.²⁴¹

²³¹ Amended pursuant to the EMRA Decision published in the Official Gazette dated 02 February 2019 and numbered 30674.

²³² Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²³³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²³⁴ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²³⁵ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 29 July 2018 and numbered 30493.

²³⁶ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²³⁷ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²³⁸ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²³⁹ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²⁴⁰ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²⁴¹ Repealed pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

24.2.²⁴² After the OTSP comes into force, if a correction request is made within the scope of Article 9.2.4.2 for a period before the effective date of the OTSP, the provisions in Article 9.2.4.2 will be applied and the correction regarding these transactions in the transmission invoice shall be made by the Transporter.

24.3.²⁴³ Shippers who have already signed a STS with the Transporter, shall sign an addendum text to ensure that the STS is revised in accordance with the OTSP operation. At least 30 (thirty) days prior to the entry into force of the OTSP, the DUP to be prepared by the Transporter and the STS together with the text of the addendum shall be published on the website of the Transporter. The text of the said addendum shall be signed between the Transporter and the Shippers who have already signed a STS with the Transporter, 15 (fifteen) days before the OTSP takes effect at the latest. The existing STS of the Shippers who refrain from signing the addendum will automatically terminate as of the day the OTSP enters into force. DUP shall be signed by the relevant parties at the latest 15 (fifteen) days before the OTSP comes into effect.

In the applications made by those who have not signed a STS with the Transporter at present and the applications to be made after the entry into force of the OTSP, the Application Conditions for System Entry within the Gas Year in NOP Section H and other relevant legislation provisions shall be applied.

24.4.²⁴⁴ For 2018 only, the capacity applications of the Shippers who have not completed their EPIAŞ registration during the 2019 Pre-Gas Year Capacity Application process and the Idle Capacity Application process for January 2019 will be taken into consideration by the Transporter. In the event that EPIAŞ registration is not notified to the Transporter until the end of the working day on 31 December 2018, the Shippers whose registration approval has not been notified to the Transporter by the Market Operator will not be allowed to do TMB since their STS will not be in effect, as of 1 January 2019. In January 2019, as of the date when the registration information of EPIAŞ is received by the Transporter, Transporter will be allowed to do TMB and the Pre-Gas Year and Idle Capacity applications will be considered valid. STS applications and capacities of the Shippers whose STP registration information has not reached the Transporter until the end of January 2019 will be canceled.

SECTION 25

ADDITIONAL BALANCING OPERATIONS AND JUSTIFICATION CODES

25.1. General principles of the justification codes required for the Transporter to be able to purchase/sell in the STP as an Additional Balancer:

a) The Transporter shall comply with the periods and conditions specified in the NOP in transactions to be carried out at the STP as an Additional Balancer in accordance with the provisions of the Organized Wholesale Natural Gas Sales Market Regulation.

b) The Transporter shall perform the operations that it will do in the STP on the UDN. However, in case of a point/regional natural gas requirement due to a constraint in the transmission system, the Transporter shall carry out the purchase/sale of natural gas for Point/Regional Products opened within the framework of the rules specified in Article 25.2.3.4 through the physical

²⁴² Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

²⁴³ Amended pursuant to the EMRA Decision published in the Official Gazette dated 29 July 2018 and numbered 30493.

²⁴⁴ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 29 December 2018 and numbered 30640.

Entry/Exit Points opened in the relevant point/region and the Transfer Entry/Exit Points connected to these points. The Transporter determines at which points in the transmission system offers may be submitted for Point/Regional Products opened by the Market Operator in the STP.

c) The effect of the transactions performed by the Transporter on the STP on the GRF and IDF is determined in the NOP.

d) The Justification Codes that cover the reasons for the transactions to be made by the Transporter in the STP and notified to the Market Operator shall be published in the EBT and the STP.

e) The Transporter creates the justification code by taking into account what is needed from among the transmission system's general or regional Transmission Network Stock amount, Reference Stock Level, pressure information on critical points of the transmission system, consumption data, demand forecasts based on TMB data etc. The content of the justification code of every transaction carried out by the Transporter in the STP shall be submitted to the Authority if it is requested by the Authority.

f) Each finalized match in the sale direction realized in the Point/Regional Product of the Transporter shall instantly be recorded at the EPIAŞ UDN Exit Point of the Transporter and each finalized match in the purchase direction shall instantly be recorded at the EPIAŞ UDN Entry Point of the Transporter on the EBT in the form of TMB.

g) Each finalized match in the sale direction in the Point/Regional Product of the Transporter shall instantly be recorded at the EPIAŞ UDN Entry Point of the Market Participant and each finalized match in the purchase direction shall instantly be recorded at the EPIAŞ UDN Exit Point of the Market Participant on the EBT in the form of TMB.

h) The Additional Balancer shall notify the Market Operator, together with the justification code, the amount subject to the transactions to be made in the STP to be informed to the Market Participants.

25.2. Transporter Entering STP as Additional Balancer

25.2.1. The Transporter performs its operations in the STP with the codes 1, 2, 3 and 4 as the Additional Balancer within the framework of the provisions of NOP.

25.2.2. The Transporter notifies the Market Operator for it to announce the justification code of the transactions to be made in the STP to the Market Participants.

25.2.3. The justification codes and application conditions to be used by the Transporter in the transactions to be performed at the STP as the Additional Balancer are explained below:

25.2.3.1. 1-coded transactions: For the difference between the Transmission Network Stock as measured at 08:00 on the relevant Gas Day and the Reference Stock Level, the Transporter shall carry out natural gas purchase/sale transactions by taking into account 1 and 3 coded purchases or sales with intraday deliveries, 4 coded purchases or sales with intraday or next day delivery, to be delivered at the STP and the order amounts and the amounts subject to the Balancing Gas Contract. The Transporter shall perform 1 coded transactions in the STP within the framework of the following rules:

a) shall carry out the purchasing/selling transactions at G-1 at 12:30.

b) These are transactions aimed at balancing the changes occurring in the Transmission Network Stock level on G-2, and the prices of the finalized matches in these transactions are taken into consideration in the IDF calculation to be made for the day G-2.

c)²⁴⁵ The finalized matches in the transactions are taken into account in the GRF calculations for day G.

25.2.3.2. 2- coded transactions: The Transporter shall publish the Reference Stock Level amount that it deems necessary for the proper operation of the transmission system and the schedule to make purchases/sales at the EBT at least 5 (five) days before the day of the change in the Reference Stock Level and at least 3 (three) days for the Winter Period until G-2 18.00. The Transporter shall perform 2 coded transactions in the STP within the framework of the following rules:

- a) shall carry out the purchasing/selling transactions at G-1 14:00.
- b) These are transactions aimed at changing the Reference Stock Level and the prices of the finalized matches in these transactions are not taken into account in the IDF calculations.
- c) The finalized matches in the transactions are taken into account in the GRF calculations for day G.

25.2.3.3. 3-coded transactions: The Transporter may carry out natural gas purchase/sale transactions at any time from the current offers in open trade ranges in line with the needs of the Transmission Network, due to reasons like unexpected changes in the Entry Points, malfunctions in the Transmission Network, excessive increase or decrease in the Transmission Network Stock, demand forecasting, TMB data, etc. The Transporter shall perform 3 coded transactions in the STP within the framework of the following rules:

- a) It carries out purchasing/selling transactions in G or G-1 at any time of the day, provided that it makes its announcement.
- b) The notification of the transactions to be carried out shall be made to the Market Operator.
- c) The Market Operator shall make an announcement to the Market Participants via the STP no later than 15 minutes after being informed by the Transporter.
- d) Purchasing/selling transactions shall be made in the current offer book at the end of 30 minutes following the announcement. The finalized matches in the transactions are taken into account in the IDF and GRF calculations of the relevant day to be used as the weighted average.

25.2.3.4.²⁴⁶ 4-coded transactions: In case of a point/regional need, the Transporter can make purchase/sale transactions on Point/Regional Products when it deems necessary for the proper operation of the Transmission Network. The Transporter shall perform 4 coded point/regional transactions within the framework of the following rules:

- a) It purchases or sells gas at certain points/regions in line with the needs of the system.
- b) It carries out purchasing/selling transactions in G or G-1 at any time of the day, provided that it makes its announcement.
- c) It makes requests to the Market Operator to open a Point/Regional Product in order to purchase/sell gas from points determined in line with the needs of the transmission system.
- d) In the Point/Regional Product request made, the information on which point/regions the request covers and the amount subject to trade shall be included.
- e) The Market Operator shall make an announcement to the Market Participants via the STP no later than 15 minutes after being informed by the Transporter.
- f) Purchasing/selling transactions shall be made in a different offer book at the end of 60 minutes following the announcement.
- g) Shippers shall enter amount, price and point information in their purchase/sale offers for Point/Regional Products.

²⁴⁵ Amended pursuant to the EMRA Decision published in the Official Gazette dated 02 February 2019 and numbered 30674.

²⁴⁶ Inserted pursuant to the EMRA Decision published in the Official Gazette dated 17 March 2018 and numbered 30363.

h) Where the Transporter is the buyer for a Point/Regional Product, Shippers may only submit sales offers, and where the Transporter is the seller, Shippers may only enter purchase offers.

i) The Market Operator notifies the Transporter regarding the finalized matches in Point/Regional Products, including the identity of the matching Shipper, matching amount and point information.

j) The prices in the transactions performed by the Transporter for its point/regional needs are not taken into account in GRF and IDF calculations.