**10. SECONDARY TRADING OF CAPACITIES**

**10.1 Introduction**

10.1.1 Secondary trading of Contracted Capacity may be effectuated either as a Transfer or a Sublet.

10.1.2 Secondary trading of capacity contracted under Short-term GTA or Long-Term GTA shall be performed through Capacity Booking Platform. User with the Long-Term GTA may dispose with Contracted Capacity via secondary trade of capacities also in the manner contracted in the Long-Term GTA.

10.1.3 User intending to participate in secondary trade of capacities is obliged to comply with the access requirements of the Capacity Booking Platform, as set out in the terms and conditions of the Capacity Booking Platform.

**10.2 Subletting**

10.2.1 The User shall be entitled to exercise its rights under this Network Code on behalfof another User or third Person ("**Sublessee**") by way of subletting part or all of its Contracted Capacity and in which case the User acts as a transportation agent for such Sublessee, subject to the satisfaction of the conditions set out in the Article 10.2.2 of this Network Code.

10.2.2 Transporter shall accept Sublet proposal through Capacity Booking Platform within twenty four (24) hours as of the receipt of information from the Capacity Booking Platform that the User has sent proposal to the Transporter to accept Sublet, under following conditions:

10.2.2.1 the User shall remain liable to the Transporter to the same extent as if the Natural Gas in question was transported on its behalf;

10.2.2.2 the User shall remain responsible for all dealings with the Transporter and the Transporter shall not have any direct dealings with the Sublessees and Nominations made by Sublessees shall at all times be treated as not submitted;

10.2.2.3 the User, acting as a transportation agent, shall ensure that the Sublessee holds Title to the Gas in respect of all Gas made available and/or taken over at relevant Interconnection Point by the User in the name of a Sublessee; and

10.2.2.4 any exercise of rights between the User and Sublessee in respect to the part of or all Contracted Capacity subject to Sublet does not in any way affect the rights and obligations between the User and the Transporter.

10.2.3 The Transporter shall have no greater liability than if the Natural Gas in question was transported for the User and the obligations under this Network Code were being performed only for the User and the User is obliged to indemnify the Transporter against any additional costs arising as a result of the Subletting.

10.2.4 The minimum period of a Sublet is one (1) Gas Day.

10.2.5 A User can trade its Contracted Capacity by way of Subletting to another User and/or third Person.

10.2.6 Users may cancel Sublet in line with the rules of Capacity Booking Platform.

**10.3 Transfer**

10.3.1 The User shall be entitled to Transfer (“**Assignor**”) its Contracted Capacity in whole or in part, to any User ("**Transferee**") subject to the satisfaction of the conditions set out in the Article 10.3.2 of this Network Code.

10.3.2 Transporter shall confirm that it approves Transfer over Capacity Booking Platform within twenty four (24) hours as of the receipt of proposal of Assignor and Transferee sent through Capacity Booking Platform to the Transporter, under following conditions:

10.3.2.1 the Transferee has provided Credit Support in line with the Article 5 of this Network Code including the condition that amount of the Credit Support corresponds to the amounts from the Article 5.1.5 of this Network Code for all Contracted Capacity including the quantity of transferred capacity, save for in case when the Transferee meets Rating Exemption criteria; and

10.3.2.2 the Transferee, to whom part of or all Contracted Capacity from the Long-Term GTA is transferred, has executed Balancing Agreement with the Transporter.

10.3.3 Transfer which meets conditions from the Article 10.3.2 of this Network Code shall be considered contracted and shall have effect between Transporter, Assignor and the Transferee from the moment when Transporter confirms to the Transferee and Assignor through Capacity Booking Platform that it accepts Transfer proposal.

10.3.4 By the Transfer, Contracted Capacity in whole or in part with its respective rights and obligations shall be assigned to the Transferee, and the Assignor may use Gas Transmission Service for the remaining Contracted Capacity, if any. If Contracted Capacity of Assignor under Long-Term GTA is transferred in whole, Long-Term GTA of such Assignor shall cease to exist.

10.3.5 From the moment from the Article 10.3.3 of this Network Code, it is considered that Assignor and Transferee have contracted with the Transporter amendments to the Short-Term GTA and/or Long-Term GTA so that quantity of Transferee`s Contracted Capacity is increased for the quantity of Contracted Capacity that is Transferred to it, and quantity of Assignor`s Contracted Capacity shall be

decreased for the same quantity.

10.3.6 As from the date of receipt of notification on Transfer through Capacity Booking Platform, Transporter becomes obliged to enable Transferee the use of Gas Transmission Services starting from the Gas Day which is in notification on Transfer determined as start date for transmission of Natural Gas in the quantity calculated in line with the Article 10.3.5 of this Network Code, from which Gas Day Transferee is entitled to deliver Gas for transport at Contracted Entry Point and to take over Gas from transport at Contracted Exit Point in the Contracted Capacity.

10.3.7 As from the date of delivering of notification from the Article 10.3.6 of this Network Code through Capacity Booking Platform, it becomes integral part of the Short-Term GTA or Long-Term GTA, without obligation to be signed by Transporter and Transferee, whereby it is applicable at latest from the Gas Day preceding Gas Day in which the Transferee is entitled to deliver Gas for transport.

10.3.8 The minimum period of a Transfer is one (1) Gas Day.

10.3.9 Users may cancel Transfer in line with the rules of Capacity Booking Platform.