

**NATIONAL COMMISSION  
ON MARKETS AND  
COMPETITION**

**6226** *Resolution of 9 June 2020, of the National Commission on Markets and Competition, approving the procedure for the authorisation and cancellation of the balancing portfolio of users of the gas system in the virtual balancing tank, the virtual balancing point and the virtual balancing storage; and the framework contract for the balancing portfolio.*

**ANNEX IV:**

**Document of accession to the framework contract for  
authorisation of the balancing portfolio**

Madrid, [ddmmyyyy]

**PARTIES TO THE AGREEMENT**

Party of the first part, ENAGÁS GTS, S.A.U., as technical manager of the gas system (hereinafter “technical manager of the system”), with registered office at Paseo de los Olmos nº 19, 28005 Madrid, and holder of Tax ID No. A-86484292, registered with the Mercantile Registry of Madrid, in Volume 30118, Folio 1, Section 8, Sheet M-542142, represented in this act by .....  
by virtue of the power of attorney granted in the presence of the notary public of [place], [name of notary], on [ddmmyyyy], under his record number....

And party of the second part, USER....., with registered office at ..... - ..... and holder of Tax ID No. ....-....., registered with the Mercantile Registry of Madrid, in Volume ....., Folio ....., Sheet No. ...., represented in this act by ....., pursuant to the deed granted in the presence of the notary public of [place], [name of notary], on [ddmmyyyy], under his record no. ...

**RECITALS**

In accordance with article 5 of the National Commission on Markets and Competition's Circular 2/2020, of 9 January, establishing the natural gas balancing regulations, to hold a balancing portfolio in any of the balancing areas and be able to notify LNG and/or gas transactions, the user must sign a balancing portfolio framework contract. Therefore, as established in clause three of the framework contract approved through the Resolution of the National Commission on Markets and Competition on [ddmmyyyy], the Parties have decided to sign this framework contract accession document, subject to the following

**CLAUSES**

# Non binding unofficial translation

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## 1. PURPOSE

The purpose of this document is to enable the user to adhere to the balancing portfolio framework contract and the acceptance thereof by the technical manager of the system in order to have (mark the appropriate options):

- Balancing portfolio in TVB
- balancing portfolio in PVB
- balancing portfolio in AVB

## 2. FRAMEWORK CONTRACT ACCEPTANCE AND ACCESSION

The User declares that it is aware of and freely, unconditionally and irrevocably accepts the terms and conditions established in the framework contract, approved through the Resolution of the National Commission on Markets and Competition on [ddmmyyyy], and that it undertakes to comply with these unreservedly and unconditionally and with no restrictions.

In particular, and without prejudice to any other obligations that could correspond to the user pursuant to the provisions of applicable legislation, the user expressly declares that it is aware of and agrees to fulfil the clauses set out in the balancing portfolio framework contract, the obligations established regarding the financial guarantees for imbalances, the settlement, billing, collection and payment processes of items related to the balancing portfolio and the respective administrative and tax obligations arising from its operations in the TVB, PVB and AVB balancing areas.

By signing this document, the technical manager of the system expressly accepts the accession of the user to the foregoing balancing portfolio framework contract.

## 3. COMMUNICATIONS

Communications between the parties regarding the balancing portfolio framework contract will be made through the Third Party Access Logistics System (SL-ATR).

In exceptional cases and on justified grounds, communications between the parties will be given through other means and will be deemed duly issued if it can be proved they were sent in person or by post, fax, registered fax (burofax) or email to the following addresses:

### **ENAGAS GTS, S.A.U.**

Paseo de los Olmos, 19  
28005 Madrid - Spain

For the attention of.....

Email:.....

.....  
...

# Non binding unofficial translation

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**<USER>**.....

<User's

Address>.....

.....

<Postcode City - Country>.....

For the attention of:

Email:.....

.....

...

**If applicable, <SERVICE PROVIDER>....**

<Address of Service

Provider>.....

.....

<Postcode City - Country>.....

For the attention of:

Email:.....

.....

...

Any change to the above details will be notified to the other Party in writing and immediately, in the manner set out herein.

In Madrid, [ddmmyyyy]

The user

ENAGÁS GTS, S.A.U.