**THIS DRAFT LETTER CONTAINS SUGGESTED WORDING FOR USE BY PARTIES WHO HAVE SIGNED VERSION 1.0 (DECEMBER 2017) OF THE ZEEBRUGGE APPENDIX**

**THIS DRAFT LETTER WAS PREPARED BY EFET’S MEMBERS EXERCISING ALL REASONABLE CARE AND DUE DILIGENCE. HOWEVER, EFET, THE EFET MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE AND ANY DAMAGES OR LOSSES RESULTING FROM ITS USE IN ANY PARTICULAR CASE OR JURISDICTION.**

**[LETTERHEAD OF FIRST SIGNATORY]**

[Insert counterparty contact details]

[Insert Date]

Dear Sirs

**Re: Zeebrugge Appendix to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas**

We refer to the European Federation of Energy Traders General Agreement Concerning the Delivery and Acceptance of Natural Gas entered into between us dated [ ] (the "**General Agreement**") and to the Zeebrugge Appendix to such General Agreement that we entered into with you on [ ] (the "**Zeebrugge Appendix**").

Fluxys Belgium N.V./S.A. ("**Fluxys**"), the Network Operator for the Benelux region, has announced that the ZTP Physical Trading Service which is the subject of the Zeebrugge Appendix will be merged with its ZTP Notional Trading Services with effect from 1st October 2023 and that the new trading services will be called the "**ZTP Trading Services**". It has also announced that any outstanding Zeebrugge Transactions will be automatically transferred to the ZTP Trading Services, H- Zone with effect from 0600 hours on 1st October 2023.

In light of this merger, the Zeebrugge Appendix will no longer be needed and, as is currently the case today for Individual Contracts at the ZTP Notional Trading Services Delivery Points, the terms and conditions of the General Agreement alone will be sufficient to govern transactions at the merged ZTP Trading Services Delivery Points. Given this, we wish to terminate the Zeebrugge Appendix that we have entered into with you and transfer any existing Zeebrugge Transactions to the General Agreement.

Unless otherwise defined, terms used in this letter shall have the same meaning as those defined in the General Agreement, the Zeebrugge Appendix and Fluxys's Standard Transmission Agreement, as applicable.

We therefore ask you to confirm your agreement, in accordance with § 23.3 (*Amendments*) of the General Agreement, to the following by signing and returning the attached duplicate copy of this letter:

1. From 0600 hours on 1st October 2023, any outstanding Zeebrugge Transactions between the Parties with Total Supply Periods falling all or partly after 0600 hours on 1st October 2023 ("**Outstanding Zeebrugge Transactions**") shall no longer be governed by the Zeebrugge Appendix but shall be governed by the terms of the General Agreement alone.
2. The Parties shall not be required to re-execute and re-exchange Confirmations in respect of any such Outstanding Zeebrugge Transactions.
3. The Zeebrugge Appendix shall terminate with effect from 0600 hours on 1st October 2023.
4. Any Outstanding Zeebrugge Transactions shall be amended so that as at 0600 hours on 1st October 2023 the Delivery Point will be the ZTP Trading Services, H-Zone.
5. If any Outstanding Zeebrugge Transactions have a Contract Price that is a Floating Price calculated using a ZTP Physical Trading Services Commodity Reference Price, we acknowledge that the provisions of § 15 of the General Agreement (*Floating Prices and Fallback Procedure for Market Disruption*) shall apply in order to find an Alternative Settlement Price for each such Outstanding Zeebrugge Transaction.

This letter shall be governed by the law and the provisions of § 22 (*Governing Law and Arbitration*)of the General Agreement.

Please countersign and return one copy of this letter to signify your agreement to its terms.

Yours faithfully

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For and on behalf of [ ]

**We agree to the terms of the above letter.**

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For and on behalf of **[ ]**